

स. नं. १०२/१ गोवर्धन
डेक्लपमेंट अॅग्रीमेंट

लिहून घेणार :- ए बी एच डेक्लपर्स प्रा.ली. तर्फे संचालक
श्री. निशित विजयगोपाल अटल

लिहून देणार :- गोविंद दंडे अॅन्ड सन्स प्रायवेट ली. तर्फे
संचालक अनिल गोविंद दंडे व इतर ३

दस्त नं. :- ८२१०/२०२३

दस्त नोंदणी दिनांक :- २८/०६/२०२३

395/8210

पावती

Original/Duplicate

Wednesday, June 28, 2023

12:16 PM

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 10299

दिनांक: 28/06/2023

गावाचे नाव: गोवर्धन

दस्तऐवजाचा अनुक्रमांक: नमन5-8210-2023

दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅप्रीमेंट

सादर करणाऱ्याचे नाव: ए. वी. एच. डेव्हलपर्स प्रा. ली तर्फे मंचालक श्री. निशित विजयगोपाल अटल

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1300.00

पृष्ठांची संख्या: 65

एकूण:

रु. 31300.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:33 PM ह्या वेळेस मिळेल.

सद. दुर्गा निशितंधक वर्ग-२
Joint Sub Registrar Office

नाशिक-५.

वाजार मूल्य: रु. 54806400/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 2740400/-

1) देयकाचा प्रकार: DHC रकम: रु. 1300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2606202301569 दिनांक: 28/06/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004210786202324E दिनांक: 28/06/2023

बँकेचे नाव व पत्ता:

सद. दुर्गा निशितंधक वर्ग-२
नाशिक-५.



सूची क्र.2

दुय्यम निबंधक : सह.दु.नि. नाशिक 5

दस्त क्रमांक : 8210/2023

नोंदणी :

Regn:63m

28/06/2023

गावाचे नाव : गोवर्धन

(1)विलेखाचा प्रकार	डेव्हलपमेंट अँग्रीमेंट
(2)मोवदला	0
(3) बाजारभाव(भाडेपट्टयाच्या वाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	54806400
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: तुकडी जिल्हा नाशिक,पोट तुकडी तालुका नाशिक पैकी नाशिक महानगर पालिका हद्दीतील मौजे गोवर्धन शिवारातील नाशिक महानगर पालिकेच्या मंजूर विकास आराखड्या नुसार रहिवासी विभागात समाविष्ट असलेली विनशेती मिळकत यांमी सर्व्हे नं 102/1 यांमी क्षेत्र 15350.00 चौ मी हि मिळकत((Survey Number : 102/1 ;))
(5) क्षेत्रफळ	1) 15350 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-गोविंद दंडे अँड सन्स प्रायवेट लिमिटेड तर्फे संचालक अनिल गोविंद दंडे वय:-62; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा स नं 306 प्लॉट नं 1 शॉप नं 1 आनंद कॉम्प्लेक्स दत्त मंदिर सिग्रल नाशिक रोड नाशिक, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422101 पॅन नं:-AAHCG9975A 2): नाव:-निलाक्षी श्याम लोही वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा फ्लॅट नं - प्लॉट नं 7/8 स नं 28/4/2 गोविंद अपार्टमेंट गुरुजी हॉस्पिटल मागे आनंदवल्ली गंगापूर रोड नाशिक, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422001 पॅन नं:-ABGPA9473Q 3): नाव:-प्रदीप मधुकर पिगळे वय:-61; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा 3 पिगळे कॉम्प्लेक्स शरणपूर रोड कुलकर्णी गार्डन जवळ नाशिक, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422002 पॅन नं:-ABFPP1061N 4): नाव:-आरती नारायण अडवाणी उर्फ आरती अभिक वाधवा वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा बी 17 प्रियंका हिल वॉटर टँक महात्मा नगर नाशिक, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422007 पॅन नं:-BNVPA8870R
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-ए वी एच डेव्हलपर्स प्रा. ली तर्फे संचालक श्री.निशित विजयगोपाल अटल वय:-29; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ट्रीलॅण्ड, स. नं. 21, गंगापूर शिवार, बाँबीज हॉटेल जवळ, गंगापूर रोड नाशिक, महाराष्ट्र, णास्:ईक्र. पिन कोड:-422222 पॅन नं:-AARCA2861K
(9) दस्तऐवज करून दिल्याचा दिनांक	21/06/2023
(10)दस्त नोंदणी केल्याचा दिनांक	28/06/2023
(11)अनुक्रमांक,खंड व पृष्ठ	8210/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2740400
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

नोंदणी नंतरची प्रथम
सुची क्र.२ ची प्रत

सह. दुय्यम निबंधक वर्ग-२

नाशिक-५.

मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणावर तपशील अभिनिर्णीत केस नं.136/2023 दि.30/5/2023

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	MH004210786202324E	BARCODE			Date	26/06/2023-13:12:00	Form ID				
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Registration Fee Ordinary Collections IGR			TAX ID / TAN (If Any)							
Office Name	NSK1_HQR SUB REGISTRAR NASHIK 1			PAN No.(If Applicable)	AARCA2861K						
Location	NASHIK			Full Name	ABH DEVELOPERS PVT LTD						
Year	2023-2024 One Time			Flat/Block No.	S.NO. 102/1 GOVARDHAN						
Account Head Details			Amount In Rs.	Premises/Building							
0030063301	Amount of Tax		30000.00	Road/Street	NASHIK						
				Area/Locality	NASHIK						
				Town/City/District							
				PIN		4	2	2	2	2	2
				Remarks (If Any)	PAN2=AAHCG9975A~SecondPartyName=GOVIND DANDE AND SONS PVT LTD~						
				Amount In	Thirty Thousand Rupees Only						
Total			30,000.00	Words							
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK							
Cheque-DD Details				Bank CIN	Ref. No.	00040572023062623270	CKX2796244				
Cheque/DD No.				Bank Date	RBI Date	26/06/2023-13:13:17	Not Verified with RBI				
Name of Bank				Bank-Branch	STATE BANK OF INDIA						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

Department ID :

Mobile No. : 8010900853

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

सदर चलान केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

नसन-५
दस्त क्र. (C290 / 2023)
9-84



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2606202301569	Date 26/06/2023
Received from SELF, Mobile number 8010900853, an amount of Rs.1300/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Nashik 1 of the District Nashik.	
Payment Details	
Bank Name SBIN	Date 26/06/2023
Bank CIN 10004152023062601480	REF No. CHM9593166
This is computer generated receipt, hence no signature is required.	

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दस्त क्र. (८२९० / २०२३)
२ - ६५



हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्या समोर दाखल झाल्यास नोंदणी अधिनियम १९०८ च्या अधिनियमातील तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

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दस्त क्र. ५२९० (२०२३)
३ - ६५



CERTIFICATE

U/s 32 (1) (b) of the Maharashtra Stamp Act 1958

Office of the
Collector of Stamps, Nashik
Case No. Adj. 136/2023
Date: 30/5/2023

Received from Shri. ABH DEVELOPERS PRIVATE LIMITED

Residing at Nashik

Stamp Duty of Rs. (2740400/-) Twenty Seven Lakh, Forty Thousand

Four Hundred Rupees ONLY.
vide challan No. _____ Dated 21/6/2023

Certified under section 32 (1) (b) of Maharashtra Stamp Act 1958 that the full duty Rs. _____

with which this instrument is chargeable has been paid vide article no. 5 (a) (a) of schedule

This Certificate is subject to the provision of Section 53(A) of the Maharashtra Stamp Act 1958

Place: Nashik
Date: 21/6/2023

[Handwritten signature]



JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement made at Nashik on this 21st day of June in the year **Two Thousand and Twenty - Three**

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

BETWEEN

[1] GOVIND DANDE AND SONS PRIVATE LIMITED

Having its registered office at-
R/o- S. No. 306, Plot No. 1, Shop No.1,
Anand Commerce, Datta Mandir Signal,
Nashik Road, Nashik-422101.

PAN No. AAHCG9975A

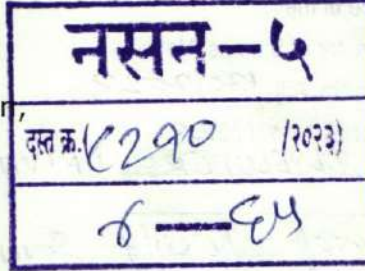
through its director

Mr. ANIL GOVIND DANDE

Age - 62Years, Occu - Business & Farming,

Aadhaar No: 5832 3050 3194

R/o. Plot No. 3/4, J. B. Road,
Opposite TaranTalav, Deolaligaon,
Nashik Road, Nashik- 422101.



[2] Mrs. NILAKSHI SHYAM LOHI

Age - 42 Years, Occu - Business & Farming,

Pan No: ABGPA9473Q

Aadhaar No:7837 1055 1600

R/o- Flat No. 9, Plot No. 7/8,
S. No. 28/4/2, Govinda Apartment,
Behind Guruji Hospital, Anandwalli,
Gangapur Road, Nashik- 422001

[3] Mr. PRADEEP MADHUKAR PINGALE

Age - 61Years, Occu - Business and Farming,

Pan No: ABFPP1061N

Aadhaar No: 2245 6190 9165

R/o- 3, Pingale Complex, Sharanpur Road,
Near Kulkarni Garden, Nashik- 422002.



[4] Miss. AARTI NARAYAN ADWANI ALIAS

MRS. AARTI ABHIK WADHWA.

Age - 32 Years, Occu - Business and Farming,

Pan No: BNVPA8870R

Aadhaar No: 5790 0032 9255

R/o- B-17, Priyanka Hill Water Tank,
Mahatma Nagar, Nashik 422007.

... Party of the First Part

Referred to as the "**Owners/Co-Developers**" (which expression unless repugnant to the context or meaning thereof shall mean and include its partners and their respective legal heirs, beneficiaries, executors, assigns, and administrators).

AND

नस-५
दस्ता क्र. ८२९० (२०२३)
५ - ६५



ABH DEVELOPERS PRIVATE LIMITED

a private limited company bearing CIN-U70109MH2018PTC313851 and PAN: AARCA2861K, having its registered office at Treeland, S. No. 21, Gangapur Shiwar Near Bobby's Hotel, Gangapur Road, Nashik - 422 025, through its director:

[1] Mr. NISHIT VIJAYGOPAL ATAL

Age: - 29Years, Occupation: Business & Farming,

PAN No: AVXPA9245R,

Add. Treeland, S. No. 21, Gangapur Shiwar

Near Bobby's Hotel, Gangapur Road, Nashik - 422 025

hereinafter referred to as the "**Developer**" (which expression unless repugnant to the context or meaning thereof shall mean and include its partners and their respective legal heirs, beneficiaries, executors, assigns, and administrators).

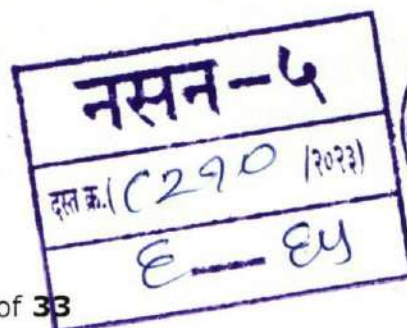
... Party of the Second Part

WHEREAS the Owners / Co-developers have purchased land admeasuring 15,350.00 sq. mtrs. of S. No. 102, Village Goverdhan, Nashik from Mr. Sachin Suresh Bedmutha, Mr. Yogesh Suresh Bedmutha, Mrs. Sarika Sumit Deore and Mrs. Chhaya Manohar Bedmutha by way of a sale deed dated 29/06/2022. The said sale deed is registered in the office of Sub - Registrar Nashik -4, vide Sr. No. NSN4-7057-2022 on 29/06/2022.

- AND WHEREAS** in the manner described hereinabove the Owners /Co-developers herein came to be the owner of all that piece and parcel land bearing S. No. 102 admeasuring 15,350.00 sq. mtrs situated at Village Goverdhan, Nashik (hereinafter referred to as the "**Owner's Property**" or "**Subject Property**" or "**Project Land**" of this development agreement and more particularly described in Schedule I hereunder)
- WHEREAS** the Developer is engaged in the activities of development of the properties, carrying out constructions of the buildings consisting flats, apartments and the commercial areas.

4. **WHEREAS** to derive maximum benefit, the Owners /Co-Developers and the Developer herein have agreed to jointly develop the Project Land on Principal-to-Principal basis on terms and conditions mutually agreed upon.
5. **AND WHEREAS** for this purpose the Owners /Co-Developers have agreed to grant irrevocable consent to the Developer for development of the Project on the Project Land. The Owners / Co-Developers have further granted irrevocable authority to the Developer to sanction building plans and obtain other related permissions for development of the project on the Project Land.
6. **WHEREAS** Non-Agricultural permissions have been granted to S. No. 102/1 vide Order No. Kra/Jama-1/42-K/SR/05/2022 on 17/02/2022.
7. **WHEREAS** before executing this agreement, the Developer has also obtained title certificate from Adv. MANISH S. CHINDHADE pertaining to the Project Land.
8. **WHEREAS** based on the representations, warranties, and covenants made by the Owners /Co-developers and pursuant to the mutual negotiations and discussions between the Parties, the Owners/ Co-developers and the Developer have entered into Principal-to-Principal arrangement(hereinafter referred to as the "**Arrangement**") regarding development of the Project Land on terms and conditions mutually agreed upon which are set out hereinafter.
9. **AND WHEREAS** for the purpose of the Arrangement, the Owners /Co-developers have warranted that the Project Land is free from any claims, interest, disputes, notices, demands, orders, judgments, gift, mortgage, lien, pledge, charge, non-disposal, undertaking, notification, government acquisition, hypothecation, security, interest, options, title retention, statutory charges, preferential right, trust, arrangement, right of set off, counterclaim, bankers lien or suits or boundary disputes or any privilege, priority of any kind having the effect of creating any rights or interests or claims in favour of any person other than their owner and free from any reservations ("**Encumbrances**").
10. The Parties wish to enter into these presents for recording the framework, terms and conditions which would govern their relationship in relation to the aforesaid Arrangement.

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NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE - 1
DEFINITIONS & INTERPRETATIONS

नसन-५
दस्तावेज (C290 / 2023)
०-८५



1.1. In this Agreement, unless repugnant or contrary to the context here of, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning:

1.1.1. **"Owner's Share"** means 36.00 % of Overall Revenue Receipts (Overall Revenue Receipts is defined in clause 5.4 hereunder) other than the Developer's Share.

1.1.2. **"Confidential Information"** means all non-public information that this Agreement or a Party designates as being Confidential, or which, under the circumstances of disclosure ought to be treated as Confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies, customers, potential customers or Suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential.

1.1.3. **"Customization"** means any change (which shall include any improvement, addition or upgradation of the specifications but shall not include any reduction, deletion or dilution of the specifications) requested by a customer and agreed to by Developer in the standard fixtures, fittings and other amenities of the developed units in relation to the Project.

1.1.4. **"Completion Date"** shall be the date on which construction of the Project including the development of common amenities is completed and a certificate to this effect is issued by the project architect.

1.1.5. **"Developer's Share"** shall mean the entire Overall Revenue Receipts (total sale proceeds received on the sale of constructed premises) other than the Owner's Share.

1.1.6. **"Due diligence"** and title cum encumbrance searches to be carried out by Developer or its representatives and or legal advisers or



०-८५
(C290 / 2023)
०-८५

counsels and all matters relating thereto including conducting searches at the relevant revenue offices, sub-registrar's office, relevant courts, local offices or any other Governmental Authority or other agency and investigation and due diligence on documents and information received from the Owner/Co-developer or any other source concerning the land and its title deeds.

1.1.7. **"Effective Date"** means the date of execution of this Agreement.

1.1.8. **"FSI"** means the Floor Space Index.

1.1.9. **"Force Majeure"** means any event or combination of events or circumstances beyond the control of a Party which cannot by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and /or alternative measures be prevented, or caused to be prevented and which adversely affects a Party's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (i) Acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities;
- (ii) Explosions or accidents, air crashes and shipwrecks;
- (iii) Strikes or lockouts;
- (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries;
- (v) Delay caused due to Pandemic situation which prevents procuring of Raw- materials, transport and or progress in the development of construction activity;
- (vi) War and hostilities of war, riots or civil commotion;
- (vii) Non-procurement of any approval from any governmental authority due to imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority, except where such non-procurement or adverse condition or obligation is due to non-fulfilment or non-compliance of responsibilities / obligations on the part of the Developer;
- (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority, except where such injunction, court order or direction is issued due to fault on the part of the Developer, that prevents or restricts a Party from



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proceeding with implementation of the Project as agreed in the Agreement;

- (ix) Delay in obtaining necessary permissions from the Governmental Authority, except where such delay is on account of non-fulfilment or non-compliance of responsibilities / obligations on the part of the Developer;
- (x) Any event or circumstances analogous foregoing.
- (xi) Noncompliance of the obligation, responsibility, liability, duty of the Owner/Co-developer under these presents.

1.1.10. **"Governmental Authority"** means (a) any central, state, city, municipal, or local government, governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in clause (a) above; any regulatory or administrative authority, or body, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any court or tribunal having jurisdiction.

1.1.11. **"NMC"** means Nashik Municipal Corporation.

1.1.12. **"GPA"** means the General Power of Attorney in favour of Developer executed along with this Agreement by the Owner/Co-developer.

1.1.13. **"Project"** shall mean the residential villas / bungalows / dwellings as permitted by law in terms of this Agreement, constructed on the Project Land by utilizing the FSI thereof along with all collateral facilities, amenities, and development and as per the plans that would be sanctioned by the Governmental Authority.

1.1.14. **"Parties"** shall mean and include the Owners /Co-developers and the Developer referred to in these presents.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. Reference to the singular includes a reference to the plural and vice-versa;

1.2.2. Reference to any gender includes a reference to all other genders;

1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

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1.2.4. 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

1.2.5. 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, or appendix of or to this Agreement.

1.3. Headings in this agreement are inserted for convenience only and shall not be used in its interpretation.

1.4. 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 throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

1.5. If any provision in Article 1 is a substantive provision conferring rights or imposing an obligation on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

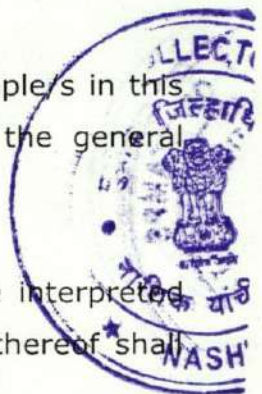
1.6. When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a holiday/Government Holiday, in which case the last day shall be the next succeeding day which is Business Day.

1.7. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.

1.8. The rule of Construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.

1.9. The schedules, annexure, and appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

1.10. Reference to a "person" includes (as the context requires) an individual, proprietorship, partnership firm, company, co-operative society, entity, authority or anybody, association or organization of individuals or persons whether incorporated or not as the case may be, for the purpose of this Agreement.



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1.11. 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 amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

ARTICLE - 2

NAME, PLACE OF BUSINESS AND BRAND

2.1 The Developer has decided to name the Project as **"ABH NATURE TALES"** and under this name the properties of the Owners /Co-Developers shall be developed. The Developer shall develop the Project under its brand "ABH" and the said brand shall be owned and retained by the Developer alone after completion of the Project.

2.2 The principal place of business shall be situated at Survey No. 21, Village Gangapur, Opposite Hotel Bobby, Near Hira baug, Gangapur Road, Nashik - 422 025. However, with mutual consent of both the Parties herein, the principal place of business may be shifted to any other place/s from time to time.

ARTICLE - 3

INTENTION

3.1 The Parties herein do not desire to become agents of each other and as such neither intend to constitute a partnership firm nor an Association of Persons (AOP) but an arrangement to develop the Scheduled Properties on a **'Principal to Principal'** basis. The parties herein specifically confirm and affirm that this agreement does not constitute a partnership or an Association of Persons (AOP) and consequently no party shall be entitled to present the other as an agent of the other so as to bind the other party. The rights and responsibilities of the parties are and shall be as hereinafter set out and to be mutually agreed from time to time.

3.2 On the execution of this agreement, the Owners /Co-developers shall grant the Developer license to enter upon the Owner's Property as bare licensees only for enabling them to develop the Owner's Property against the payment of agreed consideration amount to the Owners /Co-developers as said hereinabove. Therefore, the Owners shall permit the Developer as a Licensee to develop the Project on the Project Land. It is hereby expressly agreed that the possession of the Owner's Property is not being given or intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.

