

#Receipt (Dev)

520/MS32

Friday, July 08, 2022

6:16 PM

भाउशी

Original/Duplicate

भाउशी # : 30M

Regn : 39M

भाउशी नं. : 9381 दिनांक : 08/07/2022

एखादे नाव : बाउशी

इजाजतनामा क्रमांक : एका-6832-2022

इजाजतनामा क्रमांक : विद्यार्थ्यांसाठी

संशोधन-केंद्र वगैरे : ये. श्री. बाबा इच्छावर्धनस लॉ कॉलेज, विहीन बाउशी, भाउशी

-भाउशी

दर : भाउशी

दुसरी कसपा : 70

₹. 30000.00

₹. 1400.00

₹. 31400.00

एकूट :

भाउशी मंडळ : श्री. बाबा इच्छावर्धनस लॉ कॉलेज, विहीन बाउशी, भाउशी

भाउशी नं. : 71870001

भाउशी नं. : 701405001

भाउशी नं. : 95080001

1) देवनागरी भाषा : 1400

2) देवनागरी भाषा : 1400

3) देवनागरी भाषा : 1400

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Joint of
Joint of
Joint of

सह दुय्यमनिबंधक, पत्रवेल-४

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Joint of

सह दुय्यमनिबंधक, पत्रवेल-४

दस्त क्रमांक: एक्स4 18892/2022

बाजार गुणक: रु. 73,67,000/-

गोबधना: रु. 7,01,48,500/-

मर्यादेचे मुद्रांक शुल्क: रु.35,08,000/-

इ. ति. व्ह. इ. ति. एवढी 4 घोषे कार्यालयात

क्र. क्र. 8832 का दि. 08-07-2022

गोती 6:14 बजे का. इतर केला

गोती: 9391

घाबती क्रमांक: 08/07/2022

मादः करणापाचे बाब. मे. श्री गणेश टारखासोम गाँ. भागीदार
मितीत बाबुलदाई गाजीफर.

गोबधी री

रु. 30000.00

एवढे गुणकारी मि

रु. 1400.00

मुद्रांची संख्या: 70

एवढे: 31400.00

दस्त इतर कार्यालयाची गोती:

Joint Sub Registrar Panvel 4

Joint Sub Registrar Panvel 4

एवढाचा प्रकार: विकसतकरणाचा

मुद्रांक शुल्क. (घोस) कोयत्याची तयारपुस्तिका किंवा तयार पत्रासम किंवा स्वातंत्र्य अगतेच्या अद्ययावती कटक सेकाच्या हद्दीत किंवा मुद्रांक महासभेत अंदाज अडिकासा अडिकासाच्या हद्दीत अद्ययावती कोयत्याची तयारीत केवळ, किंवा मुद्रांक मुद्रांक (नालमसेच्या अन्वये बाजार मूल्यचे मिथारण) विकसत, 1995 अन्वये प्रस्तावित झालेल्या वार्षिक विकसतपुस्तिकात दर्शवणाने प्रभाव अंदाज.

मिळा क्र. 1 08 / 07 / 2022 06 : 14 : 33 PM ची वेळ. (गोबधीकरण)

मिळा क्र. 2 08 / 07 / 2022 06 : 15 : 57 PM ची वेळ. (कि)

गोपयिता बाळकृष्णत पंतें की, या

एवढाचः

मुद्रां आहित.

Joint Sub Registrar

मिळालेला





16/07/2022

पृथी क्र.2

दस्तावेज क्र. : 0830/2022

दिनांक : 08/07/2022

पृष्ठ सं.:

Page 03/11

प्राप्तकर्ता का नाम : सुनील

(1) विक्रेता का नाम : विक्रमराजराव

(2) प्लॉट नं. : 7014B590

(3) दस्तावेज नं. : 7382000

(4) दस्तावेज नं. : 7382000

(5) प्लॉट नं. : 7014B590

(6) क्षेत्र :

(7) प्लॉट नं. : 7014B590

(8) प्लॉट नं. : 7014B590

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(50) प्लॉट नं. : 7014B590

1) प्लॉट नं. : 7014B590

1) 1600 sq.ft.

2) प्लॉट नं. : 7014B590

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22) प्लॉट नं. : 7014B590

23) प्लॉट नं. : 7014B590

24) प्लॉट नं. : 7014B590

25) प्लॉट नं. : 7014B590

26) प्लॉट नं. : 7014B590

27) प्लॉट नं. : 7014B590

28) प्लॉट नं. : 7014B590

Payment Details:

sr	Purchaser	Type	Verification no./Vendor	SPIN/License	Amount	Used At	Deface Number	Deface Beta
1	MS SHREE GANESH ENTERPRISES	eChallan	00103332022070917500	MH004634EB3002223E	3500000.00	DID	00023663017252223	08/07/2022
2	MS SHREE GANESH ENTERPRISES	eChallan		MH004634EB3002223E	50000	RF	00023663017252223	08/07/2022
3		DHC		0007202207026	1400	RF	00072022010260	08/07/2022

[SD-Stamp Duty] [RF-Registration Fee] [DHC- Document Handling Charges]

शुद्ध मुद्रा

गणना प्रयोग

मुद्रा 1 सेक्टर 1 अंक 1605 प्रतिशत

3210 - 6400
1605 - 3200 × 50% = 1605 प्रतिशत

शुद्ध मुद्रा 1605 × 23958 = 38452600

शुद्ध मुद्रा 1605 × 23958 ÷ 12.50 × 25% = 7,70,000

शुद्ध मुद्रा 1605 × 23958 + 4590 × 2.5% = 114500

शुद्ध मुद्रा = 29780,000 /

70148500 /

5%

3507500

शुद्ध मुद्रा 1605 × 4590 = 7367000 /

शुद्ध मुद्रा - 8	6632	2022
	2	00

~~शुद्ध मुद्रा 1605 × 4590 = 7367000 /~~



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 04107202207036

Date

08/07/2022

Received from _____, Mobile number 0000000000, an amount of Rs. 1400/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub-Registrar office, Joint S.R. Panvel 2 of the District Raigadh.

Payment Details

Bank Name shikray

Date

08/07/2022

Bank CIN 1000415202207060654

REF No.

2021893570315

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

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Document **H**andling **C**harges
Biscuap Generated at Registrar & Stamps

Receipt of Document Handling Charges

PRN : 0807202207025 Receipt Date : 08/07/2022

Received from _____, Mobile number 0000000000, an amount of Rs.1400/- towards Document Handling Charges for the Document to be registered on Document No. 8932 dated 08/07/2022 at the Sub Registrar office Joint S.R. Panvel 4 of the District Raigarh.

DEFACED

₹ 1400

DEFACED

Payment Details

Bank Name	sbicpay	Payment Date	08/07/2022
Bank CIN	10004152022070806564	REF No.	202218935702315
Deface No.	08072022070260	Deface Date	08/07/2022

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

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CHALLAN
MTR Form Number-5



GSIN	MH1045243102022220E	BANSCOPE	0 101 11 0000 0000 0000 0000 0000 0000 0000	Date	06/07/2022	Form ID	75.3
Department	Inspector General Of Registration			Payor Details			
Type of Payment	Stamp Duty (Regularize E6)			TAXID (TAN (if Any))			
Office Name	PHUJ PANNIL 2 JOINT SUB REGISTRAR			PAN No.(if Applicable)	AA-183402A		
Location	HAJDAD			Full Name	M/S SURGE GANESH ENTERPRISES		
Year	2022-2023 One Time			Flat/Block No.	PLOT NO 1, SECTION-4, PUSHPAK NO.1E.		
Account Head Details	Amount in Rs.	Flat/Block No.	Flat/Block No.	Flat/Block No.			
1030046401 Stamp Duty	3038000.00	Plot/Street	DAPOUL TAL PANNIL	DAPOUL TAL PANNIL			
0630000301 Regularize E6	50000.00	Area/Locality	DIST-HAJDAD	DIST-HAJDAD			
		Town/City/Village					
		PSN		6 7 6 2 0 0			
		Remarks (if Any)					
		PAID-CFEP-72190-Section 4 Punjilama ANITA BEHWAT PATIL AND					
		OT HERE-					
Amount in Words	Thirty Five Lakh Thirty Eight Thousand Rupees Only						
Payment Details	FOR USE IN RECEIVING BANK						
Bank City	Bank No.	Net No.					
	0910030202070617506	2750002948					
Bank Date	ABI Date						
06/07/2022	16-20-18	07/07/2022					
Bank Branch	EDBI BANK						
Tran No. / Desc	VDR, 07/07/2022						

Neighbour ID: _____
 NOTE: This challan is valid for documents to be registered in Sub Registrar office only. Not valid for unregistered documents.
 Signatures Not Verified. (Signature of Sub Registrar is mandatory for all documents registered after 15th July 2021)

Stamp Duty (Regularize E6)
 3538000.00

Sr. No.	Defacement No.	Defacement Date	Users	Defacement Amount
1	0007966307707723	08/07/2022-16-18-37	IGR547	10000.00
2	0002166507202253	08/07/2022-18-18-37	IGR547	550000.00
Total Defacement Amount				560000.00

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") made and entered into at Navi Mumbai on this 8th day of July 2022 by and between:

1737 - 8
232 2022
9 / 00

Signed

(1) **ANITA BHARAT PATIL** aged 72 years, residing at 113, Near Maru aai Mandir, Post Pargaon, Taluka Panvel, District Raigad 410206 [PAN : CFEPP7219D] (2) **AMIT BHARAT PATIL** aged 40 years, residing at 113, Near Maru aai Mandir, Post Pargaon, Taluka Panvel, District Raigad 410206 [PAN : AOXP8541G] (3) **KAVITA SURESH MHATRE** aged 49 years, residing at House No.652B, Near Hanuman Mandir, at Post Pargaon, Taluka Panvel, District Raigad 410206 [PAN : BZHPM4717P] (4)



BABURAO PANDURANG PATIL aged 81 years, residing at Uma Society, Block No.2, Plot No.23, 52 Bungalow, Panvel, District Raigad 410206 [PAN : ABYPP0676J] (5) **SHILPA BHANUDAS GAIKWAD** aged 42 years, residing at House No. 433, at Post Pargaon, Taluka Panvel, District Raigad 410206 [PAN : AWDPG3450H] (6) **SUBHADRA BARIK KATEKAR** aged 63 years, residing at House No. 144, Bhangarpada, at Post Kundevahal, Taluka Panvel, District Raigad 410206 [PAN : DRLPK3997X] (7) **SUSHMA VINOD PATIL** aged 46 years, residing at House No.33, Varchi Ali, Near Hutatma Smarak, Post Dighode, Vasheni, Taluka Uran, District Raigad 410206 [PAN: ASOPP1571H], hereinafter collectively referred to as the "Licensees/Lessees" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the **ONE PART;**

AND

M/S. SHREE GANESH ENTERPRISES, a partnership firm incorporated under the provisions of Indian Partnership Act, 1932 having place of business at 1201, V Times Square, Plot No.03, Sector-15, CBD Belapur, Navi Mumbai [PAN: AATFB3432A], hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partner/s or survivor/s and heirs, executors, administrators and permitted assigns of last such survivor) of the **OTHER PART;**

श्री ग. गणेश
Signed

Signed
Signed
Signed

SHREE GANESH ENTERPRISES

PARTNER

The Licensees/Lessees and the Developer are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS :

A. The Government of Maharashtra being satisfied that it was expedient in the public interest, that the area reserved and designated on the regional plan be developed as a "Site for New Town, designated by Notification in the Official Gazette, a site for New Town which was specified in the notifications as New Bombay.

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B. After the publication of the Notification under Section 113(1), the State Government by another Notification designated City & Industrial Development Corporation of Maharashtra Limited (CIDCO) as New Town Development Authority for the purpose of acquiring, developing & disposing of land in the designated area of New Town of New Bombay under the provisions of Section 113(2) & 113(3A) of the Maharashtra Regional Town Planning Act 1963.



C. That the Government of Maharashtra in consultation with the CIDCO of Maharashtra Ltd. promulgated a scheme for the rehabilitation of the persons who were affected by the acquisition of the land for the project of Navi Mumbai where under 22.5% of the land acquired from the land Owner/s should be allotted to him under scheme;

D. The Licensees/Lessees owners were seized and possessed of and otherwise sufficiently entitled to all that piece and parcel of land bearing Gat Nos. 29/3, 30/2, 32/1, 33/5, 5/4, 9/8, 12/1, 35/8 and 5/10 admeasuring in aggregate 20,320 square meters situated and being at Village Pargaon + Pargaondungl, Taluka Panvel, District Raigad and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**said Agricultural Lands**").

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[Signature]

[Signature]

[Signature]

[Signature]



[Signature]

SHREE GANESH ENTERPRISES

[Signature]

PARTNER

E. The said Agricultural Lands were notified for acquisition under the Land Acquisition Act for Navi Mumbai International Airport Project. As per the Government Resolution of Urban Development Department bearing No.CID-1812/CR-274/UD-10 dated 1st March, 2014, City Industrial and Development Corporation Ltd. ("CIDCO") is obligated to allot a developed plot to the land owner concerned if he has opted for the compensation in form of developed plot in lieu of monetary compensation for the acquisition of his lands. Accordingly, consent awards bearing no. Pargaon-14 and Pargaondungi-26 were made in favour of the Licensees/Lessees subsequent to that in lieu of acquisition of said Agricultural Lands, the Licensees/Lessees have been allotted developed plot of land being Plot No. 1 admeasuring 3210 square meters or thereabouts at Sector -4, Pushpak Node (Dapoli) as compensation under 22.5% scheme CIDCO vide Letter of Allotment dated 3rd June, 2015 bearing no. 2015/435 and more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as "the said Plot"). Copy of Letter of Allotment of the said Plot is marked **ANNEXURE "A"** hereto.

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F. Pursuant the aforesaid Letter of Allotment, an Agreement to Lease of the said Plot has been made and executed between the Licensees/Lessees CIDCO on 21st April, 2017 ("said Agreement to Lease") and which is duly registered with the office of Sub-Registrar of Assurances at Panvel under Serial No. PVL-5/3988/2017 on 15th May, 2017. Copy of Index-II of the said Agreement to Lease is marked **ANNEXURE "B"** hereto.

G. Pursuant to the discussion between the Licensees/Lessees and the Developer, by and under a Tripartite Agreement ("**said Tripartite Agreement**") dated December 22nd July, 2019 duly registered with the office of Sub-Registrar of Assurances at Panvel under Serial No. PVL-2/9431 of 2019 made between CIDCO, therein referred to as the Corporation of the First Part and the Licensees/Lessees, therein

31-07-2019
 [Signature]
 [Signature]
 [Signature]
 SHREE GANESH ENTERPRISES
 [Signature]
 PARTNER



referred to as the Original Licensee of the Second Part and the Developer, therein referred to as the New Licensee of the Third Part, the Licensees/Lessees with the confirmation of CIDCO transferred and assigned unto the New Licensee therein (Developer herein) their one-half share, rights, title and interest in the said Plot measuring 1605 square meters on the terms and conditions therein contained.

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H:

Pursuant to the said Tripartite Agreement, CIDCO issued final transfer order dated 14th August, 2019 bearing Ref. No. CIDCO / MUBHUBHUA(NMIA) / Vasahat 22.5% / Pargaon+Pargaondngl - 14+26/2019/2350 in respect of one-half share of the said Plot measuring 1605 square meter being transferred in favour of the Developer herein (New Licensee therein), on the terms and conditions therein contained.



- I. Pursuant to the said Tripartite Agreement, CIDCO placed the Developer in possession of the said Plot (New Licensee therein).
- J. Pursuant to the said Tripartite Agreement, the Developer has approached the Licensees/Lessees offered to develop the said Plot by constructing building/s thereon as per the terms and conditions of the Commencement Certificate and permissions to be issued and strictly in accordance with the plans that shall be sanctioned under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 and the prevailing Development Control and Promotion Regulations.
- K. The Developer has represented to the Licensees/Lessees it has the financial capacity and necessary ability and expertise,
- to carry out and complete the development of said Plot expeditiously; and
 - to procure and obtain the requisite development approvals and permissions to develop the said Plot by constructing building/s thereon in accordance with the applicable laws, rules and regulations.

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SHREE GANESH ENTERPRISES

[Handwritten signature]

PARTNER

- L. The Licensees/Lessees already having transferred and assigned their one-half (50%) leasehold right share title and interest in the said Plot admeasuring 1605 square meters in favour of the Developer herein, the Licensees/Lessees have in furtherance thereto agreed to grant development rights of the Licensees/Lessees' 50% undivided portion of the said Plot more particularly described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the "**Licensees/Lessees 50% Portion**"), the purpose being the development of the entire said Plot in the manner set out herein and thus accepted the offer of the Developer to develop the said Plot strictly on the terms and conditions set out hereinafter.
- M. It is the intention of the Parties that the Parties shall demarcate and identify the specific roles and responsibilities which shall be individually performed by the Parties.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- The recitals set out hereinabove shall be treated as the integral part of this Agreement for all intent and purposes.
- The Licensees/Lessees hereby state, declare, represent and confirm that:
 - That Licensees/Lessees are entitled, empowered and authorized to enter into this Agreement with the Developer, and that they have full right and authority to sign and execute the same;
 - That Licensees/Lessees have not agreed, committed or contracted or entered into any Agreement either for the development or assignment or sale or lease of the said Plot or any part thereof to any persons or person other than the Developer, or created third party rights of any other encumbrances on the said Plot;

25.01.2022

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SHREE GANESH ENTERPRISES

[Signature]

PARTNER

(c) The Licensees/Lessees have not received any letter, notice or communication regarding any non-compliance, defaults from any person or authority;

(d)

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(e)

That the Licensees/Lessees have not done any act deed, matter or thing whereby or by reason whereof, the grant of development rights and the development of the said Plot may be prevented or affected in any manner whatsoever;

(f)

That the Licensees/Lessees declare that no notice from the Government or any local Body or authority has been received by or served upon them or any of them which might adversely affect the development of the said Plot;

(g)

That no claim for any increased compensation at any time heretofore filed by the Licensees/Lessees of the said Agricultural lands before the concerned authorities;

(h)

Their title to the said Agricultural Lands and by virtue thereof to the said Plot is clear, valid and marketable and free from encumbrances, litigations and reasonable doubts,

3.

The Licensees/Lessees appoint the Developer for developing Licensees/Lessees 50% Portion of the said Plot more particularly described in the **THIRD SCHEDULE** hereunder written together with Developer's 50% portion, by constructing building/s thereon strictly in compliance of the provisions of the said Agreement to Lease executed by CIDCO in favour of the Licensees/Lessees hereto and by granting the Developer the development rights in respect of the Licensees/Lessees one-half portion of the said Plot in accordance with the applicable CIDCO rules and regulations and prevailing development control and promotion regulations. The

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Licenses/Lesseees have handed over the possession of their 50% Portion to the Developer.

4. In consideration of the Developer being the New Licensee of the one-half share of the said Plot and developing the said Plot by way of grant of development rights of Licensees/Lesseees 50% Portion of the said Plot under this Agreement by constructing building/s thereon at Developer's own cost, the Developer shall hand over 50% of the entire saleable constructed areas as mentioned in Clause 13 herein below to the Licensees/Lesseees.

Hand over	Hand over
50% of the entire saleable constructed areas as mentioned in	50% of the entire saleable constructed areas as mentioned in
Clause 13 herein below to the Licensees/Lesseees.	Clause 13 herein below to the Licensees/Lesseees.
Hand over	Hand over
50% of the entire saleable constructed areas as mentioned in	50% of the entire saleable constructed areas as mentioned in
Clause 13 herein below to the Licensees/Lesseees.	Clause 13 herein below to the Licensees/Lesseees.

5. In pursuance of the this Agreement and in consideration of the development and construction agreed to be carried out in terms hereof by the Developer in accordance with and subject to the terms and conditions mentioned the Licensees/Lesseees consent and hereby grant unto and in favour of the Developer the authority and right to develop the said Plot and to construct multi storied building/s on the said Plot more particularly described in the



SECOND SCHEDULE hereunder written by using, utilizing and consuming the entire basic FSI available on the said Plot (being the yield of the said Plot) that shall be presently sanctioned by CIDCO Ltd. alongwith premium FSI/ Ancillary FSI that shall be available. The revised/amended layout/building plans for presently available FSI shall be prepared and approved by the Licensees/Lesseees along with the Developer. The construction of such floors/buildings (as shall be feasible and permissible) to be carried out by the Developer after complying with all the relevant laws governing thereto.

- 5A. The Parties have agreed that, the Developer shall, at its cost and expense and with prior consent of the Licensees/Lesseees and after taking the prior permission from the Licensees/Lesseees, be entitled to load TDR/TDR FSI on the said Plot and the construction carried out by utilising such TDR/TDR FSI by the Developer shall absolutely belong to the Developer with unfettered rights to deal with and dispose of the same and appropriate consideration thereof.

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5B. As a part of the development of the said Plot, presently CIDCO has approved the plans and granted Development Permission-cum-Commencement Certificate dated 16/02/2022 bearing Ref. No. CIDCO/BP-17923/TPO(NM)/2021/9113 for construction of Basement + Ground + 7 upper floors on the terms and conditions stated therein. Copy of Development Permission and Commencement Certificate is marked and annexed as **ANNEXURE "C"** hereto. The respective allocation of the Licensees/Lessees and the Developer on the basis of the proposed building comprising basement + ground + 12 upper floors is identified and listed in **ANNEXURE "D"** hereto.

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The Developer shall construct and complete the new building/s on the said Plot as per the Building plans that shall be approved and sanctioned by CIDCO Ltd./concerned authorities by consuming the entire available FSI on the said Plot within a period of 48 months (plus grace period of 6 months) from the date of the Developer obtaining the First Commencement Certificate of the said Plot subject to force majeure events. However, in the event the TDR/TDR FSI is obtained subsequent to attainment of First Commencement Certificate by the Developer then period for completion of New Buildings by utilization of such TDR/TDR FSI shall stand automatically extended till the period of completion of construction of New Buildings by the Developer ("**Completion Period**"). The Developer shall, complete the construction on the said Plot within the Completion Period and obtain virtual Completion Certificate from the Project Architect within the aforesaid period. It is further agreed between the parties hereto that, if the Developer does not receive the necessary NOC/Permission from the Ministry of Environment and Forest (MOEF), if required, prior to their completing the R.C.C work of the Building, as per the Commencement Certificate, then and in that event, any delay in receiving the said Permission/NOC from MOEF shall be excluded in computing the aforesaid Completion Period. However, it shall be sole and absolute responsibility of the Developer to obtain the Full Occupancy Certificate in respect of the building/s constructed on the

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said Plot from the concerned authority within such extended period as may be mutually agreed by the parties hereto.

7. All costs, charges, fees, levies, premium, assessment and any other cost, expenses or sums by any name called payable in connection with obtaining the development approvals for development of the said Plot will be solely borne and paid by Developer.

8. Save and except as agreed herein, all other payments to be made to development of the said Plot including payments to be made to CIDCO Ltd. and all other agencies of any nature whatsoever shall be borne and paid by the Developer and the Licensees/Lessees shall not be liable to pay or contribute anything towards the same.

9. The Developer shall, therefore, develop the said Plot by constructing building/s thereon at its own cost, expenses and risk (as to the liabilities under the Labour Welfare Laws Construction Law, Contract Labour Laws and all other Laws, Rules and Regulations governing the activities) strictly in compliance of applicable CIDCO rules and regulations and conditions of the Commencement Certificate that shall be issued without deviating in any way from the Plans sanctioned that shall be sanctioned by CIDCO Ltd, under Section 45 of the MRTD Act, 1966.

10. The Licensees/Lessees shall be entitled to 50% of the constructed Premises and in consideration of the Developer developing the said Plot at its cost, the Developer shall be entitled to the remaining 50% constructed Premises. The term constructed Premises in this Agreement shall mean constructed flats/shops/premises/car parking areas/rights and benefits as can be disposed of and/or alienated and/or commercially exploited or retained by any Party under the provisions of the Real Estate (Regulations and Development) Act, 2016 or any other Act, Statute as shall be applicable and/or any other permissible mode as may be mutually agreed in writing between the parties.

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11. The Developer with intimation to the Licensees/Lessees shall be entitled to revise the plans at any time after execution of these presents, provided the entitlement of the Licensees/Lessees are not affected in any manner. In the event of the Building plans, the Commencement Certificate being obtained from the CIDCO Ltd/concerned authority and if any substantial change is required to be made to the said plans by CIDCO Ltd., majority affecting the identification of their area coming to the respective share of the Parties, the Parties shall execute a Demarcation Agreement for identifying and earmarking the premises coming to the share of the Licensees/Lessees and the Developer herein, as per such revised Building plans. The Demarcation Agreement shall be supplemental to this Agreement and shall form an integral part of this Agreement. Future Identification of the areas of the realizable development of each Party shall be on even and fair equality basis and the same shall be finalized upon obtaining of the final sanction and before commencement of the development work and reduced to writing duly signed by both the parties.

12. In consideration of the Licensees/Lessees granting unto the Developer, the rights to develop their one-half portion with Developer's one-half portion being the said Plot in the manner envisaged herein, the Developer shall comply with its obligations hereunder and the Licensees/Lessees shall be entitled, free of cost, to retain appropriate deal with and/dispose of their 50% of duly constructed premises.

13. The Licensees/Lessees shall be solely, exclusively and absolutely entitled/to with absolute rights and authority to alienate, encumber, deal with or dispose of their identified 50% share of the entire saleable constructed areas and development including inter alia:

- (i) 50% of the duly constructed tenements viz. Shops, Flats, Offices and Apartments in accordance with this Agreement;

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- (iii) 50% of the stillt and podium area;
- (iv) Undivided proportionate share, right, title, interest in common into and upon the common spaces, areas, amenities and facilities in the new building and the said Plot.

[(i) to (iv) hereinabove are hereinafter collectively referred to as "**the Licensees/Lesseees Premises**"].

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14. The Licensees/Lesseees shall be solely and exclusively entitled to retain, sell, transfer, let out or give on leave & license basis or otherwise create third party rights, appropriate the consideration in respect thereof, in or part with possession of and to otherwise deal with the Licensees/Lesseees Premises as permissible in law and in consonance with the provisions hereof, to/with any person's in any manner as the Licensees/Lesseees deem fit and proper without any reference whatsoever to the Developer.



15. Similarly, the Developer is, and shall be solely, and exclusively entitled to, with absolute rights and authority to alienate, encumber, deal with or dispose of the balance 50% of the entire saleable constructed areas and development including inter alia:

- (i) 50% of the duly constructed tenements viz. Shops, Flats, Offices and Apartments in accordance with this Agreement;
- (ii) 50% of the sanctioned car parkings;
- (iii) 50% of the stillt and Podium area;
- (iv) Undivided proportionate share, right, title, interest in common into and upon the common spaces, areas, amenities and facilities in the new building and the Agreement Plot;

[(i) to (iv) hereinabove are hereinafter collectively referred to as "**the Developer Premises**"].

16. The Developer shall be solely and exclusively entitled to retain, sell, transfer, let out or give on leave & license basis or otherwise create

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third party rights appropriate the consideration in respect thereof in, or part with possession of and to otherwise deal with its entitlement of the realizable area as permissible in law and in consonance with the provisions hereof and obligations contained herein, to with any person/s in any manner as the Developer deem fit and proper without any reference whatsoever to the Licensees/Lessees.

Further, both the Licensees/Lessees and the Developer are and shall be jointly entitled to with rights and authority to jointly alienate, encumber the constructed areas which are incapable of being divided and appropriate the consideration realized there from in equal proportion.

In addition to the Licensees/Lessees' Premises, the Developer has paid to the Licensees/Lessees a mutually agreed, lump sum consideration of Rs. 2,97,80,000/- (Rupees Two Crore Ninety Seven Lakhs Eighty Thousand only) subject to deduction of applicable tax at source as per the provisions of Income Tax Act, 1960, being the monetary consideration payable herein in the manner and as per the instructions of the Licensees/Lessees (the payment and receipt whereof the Licensees/Lessees do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and discharge the Developer).

18A. To secure the compliance of the obligations to be performed herein by the Developer, the Developer has deposited a sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) being an Interest Free Refundable Security Deposit ("IFRSD") with Subhadra Bank Katar, Kavita Suresh Mhatre and Baburao Pandurang Patil as instructed by the Licensees/Lessees. The IFRSD shall be refunded by the aforesaid Licensees/Lessees to the Developer within 30 (thirty) days of the obtainment of occupancy certificate by the Developer and until such refund of IFRSD, the Developer shall handover possession of the Licensees/Lessees Premises to the Licensees/Lessees or their purchasers. In the event the aforesaid Licensees/Lessees fail to refund the IFRSD within 15 days as above,

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then they shall be liable to refund the same within next 15 days at the interest rate of 10% per annum. So if the aforesaid Licensees/Lessees fail to refund the IFRSD within total 30 days with interest as above, then the Developer shall have lien on the Licensee/Lessee's Premises to the extent of such IFRSD with interest.

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19. it is specifically agreed and understood by the Parties hereto that the name of this Project/Building/s has been decided as "Delta Elite" and the Company/Co-operative Society/Condominium to be formed of the premise purchasers, as the case may be shall carry the above project name in the configuration of their name.



20. The Licensees/Lessees shall pay all the taxes, levies, cesses, property tax, charges, deposits, expenses upto the execution of this Agreement and the Developer shall pay all the taxes, levies, cesses, property tax, charges, deposits, expenses in respect of the said Plot from the date of execution of this Agreement until the grant of the Full Occupation Certificate by the concerned authority. After the receipt of the part/full Occupation Certificate from the concerned Authority the Purchasers of the premises shall pay all the taxes, levies and cesses in respect of the said Plot and building constructed thereon from the date on receipt of such Part/Full Occupation Certificate. It is further agreed that, in respect of the unsold premises of the Licensees/Lessees Premises and/or Developer Premises, the Licensees/Lessees and / or the Developer shall pay all the taxes, levies, cesses, property tax, charges, deposits, expenses to the concerned authorities to the extent of their respective unsold premises.

21. Only upon the representation of the Licensees/Lessees that their title to the said Plot is clear, valid and marketable and free from encumbrances, litigations and reasonable doubts, the Developer has agreed to undertake development on the said Plot in the manner stipulated herein. In the event of any claim / dispute being raised by any person directly or indirectly prejudicing the title of the

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Licenseses/Lessees in respect of the said Plot or part thereof or affecting the development of the said Plot or part thereof, then the licenseses/Lessees at their cost and expense remove / satisfy all such objections, claims, demands and make out free, clear and marketable title to the said Plot. It is further agreed that the licenseses/Lessees alone shall be responsible to the Individual flat purchasers for any claim raised by them or anyone in trust for them with respect to title of the said Plot and shall satisfy the same at their own cost and expenses.



The entire cost of obtaining environmental clearance, if applicable, from the Competent Authority and that of the construction of the building/s on the said Plot up to the issuance of the Full Occupancy Certificate shall be exclusively borne by the Developer.

23. The Developers shall use the quality materials for construction and provide the amenities in the building/s as listed in ANNEXURE "E" hereto. The Developer shall engage the Labour contractors who are duly registered under the Labour Contract Act & Building and Construction Workers Act. It is specifically agreed between the parties hereto that any liability arising from any accidents, injuries, etc to any workmen being employed for the development of the said Plot shall be solely discharged by the Developer and indemnify and keep indemnified the Licensees/Lessees in this respect at all times.

24. The Licensees/Lessees and the Developer herein shall both be the necessary parties in the Agreement for Sale under RERA and Allotment Letter to be entered into in respect of the tenements/shops/flats in the buildings to be constructed on the said Plot and all such Agreements for Sale/ Allotment Letters shall be jointly signed and executed by the parties hereto. Save and except the premises which are incapable of being divided shall be sold or dispose of by the Licensees/Lessees and the Developer jointly. All such sales/allotment in respect of the premises coming to the share of the Developer, shall however be made by the Developer at its own cost, risk and interest and the Developer shall alone be liable

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and responsible to such party or parties in connection with all deals between the Developer and all such party or parties and vice versa.

25. Both the Licensees/Lesseees and the Developer respectively shall liable & responsible to collect the GST or any other tax, levy, duty as shall become payable to any authority towards the sale of the respective premises coming to the share of the Licensees/Lesseees and the Developer respectively. The Goods and Service Tax that shall be payable on account of appointment of any other Contractor/s, Professional/s and for any other service under this Agreement shall be borne and paid by the Developer alone. The liability of payment of Goods and Service Tax in relation to unsold premises remaining after obtaining occupation certificate shall be that of the respective party and such party shall promptly make such payment to the statutory authorities. Further, the Goods and Service Tax payable in relation to this Agreement or pertaining to allocation of Licensees/Lesseees' Premises in the Project shall be that of the Licensees/Lesseees only and the Licensees/Lesseees shall keep the Developer sufficiently indemnified and harmless in that regard.

26. Save and except the obligation of the Licensees/Lesseees to execute allotment letter and agreement with the purchasers in respect of the Licensee/Lesseees' Premises and to receive consideration in respect thereof and assignment and transfer of the said Plot jointly by the Licensee/Lesseee and Developer in favour of the common organization at the cost and expense of the premises purchasers, the Developer herein shall exclusively comply and discharge all the obligations relating to the commencement and completion of the development of the said Plot such as providing proper amenities, obtaining all the requisite permissions from the concerned authority, formation of society etc. as set out herein.

27. The Developer hereby irrevocably empower and authorize the Licensees/Lesseees to sign, execute and register and admit, execution thereof for and on behalf and in the name of the Developer as confirming party, the Agreements for Sale/Allotments

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of flats/shops/premises and any other documents, papers or writings in respect of Flats/Shops/Premises coming to the share of the Licensees/Lessees. Similarly, the Licensees/Lessees hereby irrevocably empower and authorize the Developer through any of its partner and/or duly authorized representative to sign, execute and register and admit, execution thereof for and on behalf and in the name of the Licensees/Lessees as confirming party, the Agreements for Sale/Allotments of flats/shops/premises and any other documents, papers or writings in respect of Flats/Shops/Premises coming to the share of the Developer. Each of the parties shall simultaneously herewith execute Power of Attorney in favour of the other in the form already approved authorizing and enabling such Attorney to sign and execute such agreements etc. and do acts set out therein.

पञ्चम - ४	
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28. The Licensees/Lessees have simultaneously with the execution of these presents, executed a power of attorney in favour of the Developer enabling and empowering the Developer to do and perform all acts, deeds, matters and things in relation to development of the said Plot.

29. The Developer has, subject to force majeure, unequivocally agreed to complete the construction within the Completion Period as set out in Clause 6 hereinabove. The strict adherence to the time schedule is agreed and understood to be the essence of the contract. However, it shall be sole and absolute responsibility of the Developer to obtain the Full Occupancy Certificate in respect of the buildings to be constructed on the said Plot from the concerned authority within such extended period as may be mutually agreed. Further, the Developer shall be entitled to reasonable extension of time for completing construction on the Plot within the Completion Period if the same is delayed on account of following Force Majeure events:

(a) acts of God, wars, invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or

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usurped powers, or civil wars, riots, civil commotions, disorders, strikes or lockouts, munitions of war, and natural catastrophes such as earthquakes, tsunamis, hurricanes, typhoons, volcanic activities, lockdown imposed by the Government Authorities or local bodies or, exceptionally adverse climatic conditions adversely affecting the development of the said Plot and construction of building/s for reasons beyond the control of the affected parties.

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(b) any delay in grant of, denial of or variation of any Approval required for development of the said Plot and/or construction of the new building/s, by any Governmental Authority for reasons not attributable to the affected party.

(c) non-availability of essential raw materials including labour, steel, cement, other building materials, water or electric supply.

(d) epidemic, pandemic or any other diseases or infections or contagions due to which there is obstruction or difficulty in mobilization of resources/labour and/or obstruction in supply and/or transportation of raw materials and/or other goods and services required for the implementation of the project.

(e) any change in policies of the Government of India, the State Government of Maharashtra, PCMC and/or any concerned authorities which adversely affects the development of the said Land and/or construction of the new building/s.

(f) any prohibitory order being passed by any statutory authority, and/or court/s, quasi-judicial or judicial authorities or bodies which adversely affects, or hinders, development of the said Land and/or construction of the New Buildings, for reasons not attributable to the affected party.



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(9) any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Developer.

any other event which is beyond the reasonable control of either Party and as a direct consequence of which, the affected party is prevented from carrying out its obligations mentioned under this Agreement.

पंचम - ४
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30. Provided further that if CIDCO Ltd. demands any additional premium under Regulation (8) of Navi Mumbai Disposal of Lands (Amendment) Regulations 2008 for the extension of time for completion of construction, the Licensees/Lesseees shall bear and pay the same till the Completion Period from first commencement certificate and the Developer shall bear and pay the same from the end of Completion Period until completion of delayed construction.
31. Subject to force majeure event, if Developer fails to complete the construction of the Licensees/Lesseees Premises, then Developer shall be liable to pay to the Licensees/Lesseees liquidated damages of Rs. 10,000/- (Rupees Ten Thousand only) per residential unit and Rs. 15,000/- (Rupees Fifteen Thousand only) per commercial unit for every month's delay in completion.

32. All original title documents prior to the said Tripartite Agreement in respect of the said Plot shall be handed over by the Licensees/Lesseees to the Developer for safekeeping in the custody of the Developer. The Developer undertakes to produce all original documents in its possession before any such authority, person as and when required by the Licensees/Lesseees and/or the Developer

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and give certified true copies thereof as and when required by the other.

33. It is expressly agreed that the Developer shall not be entitled to hand over the possession of any premises of the Licensees/Lessees Premises unless and until Licensees/Lessees Premises are duly completed and virtual Completion Certificate from the Architect and Full Occupation Certificate from CIDCO is obtained by the Developer.

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34. The respective purchasers of the premises of the Licensees/Lessees Premises and the Developer Premises shall be entitled to take Housing Finance from any Bank/NBFC/Financial Institution as the purchasers may require and the Licensees/Lessees and the Developer have hereby consented to such availing of housing finance by the purchasers and no separate consent of either party shall be required for the same.



35. The Developer hereby, agrees to indemnify and keep indemnified the Licensees/Lessees against all claims demands actions etc. against the claims relating to the constructions providing the amenities and grant of timely possession of their premises, stability of Building, arising from the execution of Agreement for sale under RERA that shall be executed in respect of the premises coming to Licensees/Lessees share. Further, the Licensees/Lessees agree and undertake not to deal with the Licensees/Lessees' Premises until the title issues in relation to the said Plot are resolved to the satisfaction of the Developer / flat purchasers at the cost and expense of the Licensees/Lessees.

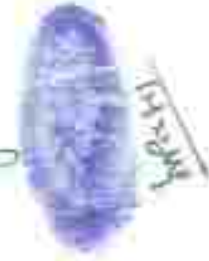
36. The Licensees/Lessees do and each of them doth hereby covenant with the Developer that the Licensees/Lessees shall indemnify and keep indemnified saved defended and hold harmless the Developer against any loss, damages, costs, charges and expenses, that the Developer may suffer or incur on account of any claim being made and established by any person or persons claiming through the

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Licensees/Lessees in respect of the said Plot or any part thereof and/or its development potential as well as of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the Developer or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for the Licensees/Lessees in the said Plot as well as against any litigations that may be initiated against the Developer pertaining to title of the Licensees/Lessees to the said Plot and against any and all demands, dues, claims, actions, suits, proceedings, costs (including legal costs), charges and expenses, losses, damages, compensation, penalties and liabilities suffered or incurred by the Developer on account of any breach, default, non-compliance, non-observance and/or non-performance of any of the provisions of applicable statutes (including but not limited to any claims made under the RERA) or of any of the terms, conditions, covenants, stipulations or provisions hereof in any way whatsoever which restricts the Developer from carrying out the development of the said Plot in the manner stipulated herein and/or impacts/affects the development rights of the Developer and/or the Developer Premises.

37. The stamp duty and registration charges in respect of this Agreement shall be borne and paid by the Licensees/Lessees and Developer equally.

38. The Developer shall be liable to carry out at its own costs, charges and expenses in all respects all and singular the work of construction on the said Plot including layout of drainage, sewerage, cables water pipes and other connections and lighting of roads open spaces and other items as per the terms and conditions imposed by the local authority while sanctioning the layout scheme and approving the plans and also other items of works as may be required to be carried out for the purpose of making the said Plot fit for construction of buildings and structures thereon. All finances for completion of the said items of works shall be the sole responsibility

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of Developer who alone shall provide and bear and pay all such finances alone.

39. The Developer shall be entitled to assign/transfer its rights, interest, benefits and obligations under this Agreement as aforesaid to any third person/s with the consent of the Licensees/Lessees and shall also be entitled to obtain, any kind of financial assistance for development of the said Plot from any person/bank/financial institutions by mortgaging the Developer's rights under these presents and/or the said Plot and/or the Developer Premises for the development of the said Plot.

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40. It is agreed by and between the parties hereto that, a Co-operative Society comprising of the purchasers of flats/shops/office/apartment in the new building/s to be constructed by the Developer on the said Plot shall be formed and registered by the Developer at the cost of the respective Flat / Shop / Premises Purchasers which are to be collected from them by the Licensees/Lessees and Developer under the Agreement for Sale.



41. In respect of the sold premises of the Licensees/Lessee, the maintenance charges, society formation, application money, legal charges, deposits and other charges as may be stipulated by the Developer, shall be collected by the Licensees/Lessees from their purchasers in the name of the Developer and shall promptly deposit the same with the Developer which shall be dealt with by the Developer for the purpose they are collected.

42. It is clarified that, the Licensees/Lessees shall be liable to pay only maintenance charges in respect of the unsold / retained premises to the Developer. The Licensees / Lessees shall not be liable to pay any other charges to the Developer in respect of such unsold/retained premises by the Licensee/Lessee including transfer charges at the time of assignment of the said Plot in favour of the Co-operative housing society.

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