

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

● 2023 ●

RECEIVED
JAN 10 1964
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

[illegible]

1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".

संस्कृत-विद्यापीठ

॥ श्रीगणेशाय नमः ॥

ॐ नमो भगवते वासुदेवाय ॥

44

महाराष्ट्र सरकार
महाराष्ट्र विधानमंडळ
मुंबई

५००, १०००-२०००-३०००-४०००-५०००-६०००-७०००-८०००-९०००-१००००

उपस्थित पञ्चमहादेव

॥ श्रीगणेशाय नमः ॥

...

संस्था का नाम : संस्था का नाम

प्राथमिक विज्ञान प्रयोगशाला

महानगरपालिका कार्यालय, काठमाडौं

संस्थाना भारत मुद्रा (८)

पुस्तकालय क्रमांक

mod-

Pura Patra Kala co, op
Vijay Kumar Sawant
S. Padake
Sera

774

3-0-OCT 2023

The Pune Lawyers Consumers
co-op Society Ltd. Pune 5
LIC No 2201111

वरिष्ठ कोषागार अधिकारी
पुणे
13 OCT 2023
प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made at Pune this 31st day of
October in the Christian Year Two Thousand and Twenty Three



BETWEEN

PUNE PATRAKAR SAHAKARI GRUHRACHANA SANSTHA MARYADIT,

A Tenant Co-partnership Co-operative Housing Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. PNA/HSG/658 dated 01.01.1971 having its office at Patrakar Nagar, Sindhu Building , Pune 411016, by the hand of its

1. SHRI. VIJAY SAWANT (CHAIRMAN)
And Members of the Managing Committee:
2. MRS. ARUNDHATI BHIDE
3. SHRI. PRADEEP NEWALKAR
4. SHRI. ANANT SHALIGRAM
5. SHRI. VIJAY LELE
6. SHRI. ANANT BEDARKAR
7. SHRI. RAJARAM JOSHI

duly authorized in that behalf by the General Body of the said Society in the Special General Body Meeting held on 22.10.2023 hereinafter referred to as "**the Society**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Society and its successors-in-interest) of the One Part

AND

NYATI SHUBHAM NIRMAN DEVELOPERS LLP,

a Limited Liability Partnership duly constituted under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at "Nyati Unitree", East Wing, 7th Floor, CTS No.1995 (B+C) + 1996B, Yerwada, Pune 411006, by the hand of three of its Designated Partners,

1. SHRI. SANDEEP BALKRISHNADAS MAHESHWARI,
2. SHRI.PRANAV NITIN NYATI
3. SHRI. VINAY KHUSHALCHAND BADERA,

hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include the said LLP and its successors-in-interest) of the Other Part;

WHEREAS the Society is absolutely seized and possessed of or otherwise well and sufficiently entitled to land admeasuring 12241.63 sq.mtrs. earlier bearing Survey Nos. 270 Hissa no. 02 and bearing corresponding CTS No. 3024 situate, lying and being at revenue village Bhumburda (Shivaji Nagar) within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune together with Sixteen Buildings containing 90 Residential Flats and 12 Duplex along with samajmandir standing thereon and situated within the vicinity of Gokhale Nagar, Pune – 411 016 is hereinafter referred to as "**the said Land**", more particularly described in Part I of the Schedule hereunder written; while the said sixteen Buildings and 12 Duplex standing thereon are more particularly described in Part II of the Schedule hereunder written and are hereinafter collectively referred to as the "**said Buildings**" where the context so permits, and the said Land and the said Buildings thereon are hereinafter referred to, where the context so permits, jointly as "**the said Property**";

AND WHEREAS the Society is a Tenant Co-partnership Co-operative Housing Society duly formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the said Society has 102 Members each holding five Shares thereof, and whereas, each of such Members is the Allottee of a Residential Unit in the said Buildings standing on the said Land; details of all such present Members of the Society and details of the Residential Flats allotted/ held by each of such Members are set out in **Annexure "B"** hereto annexed;

AND WHEREAS as the said Buildings standing on the said Land are more than forty years old and as the maintenance and upkeep thereof is getting increasingly prohibitive, in the Special General Body Meeting of the Society held on _____, the requisite number of its Members present and voting resolved to have the said Property redeveloped through a reputed builder / developer by demolishing the existing said Buildings standing on the said Land and constructing in place thereof, multistoried Buildings containing Commercial Premises and Residential Units so that any such builder / developer who is entrusted with redevelopment of the said Property would construct Residential Units for its existing Members with Covered Car Parking Spaces appurtenant thereto and Commercial Premises for the Society;

AND WHEREAS the Society has assured that it has followed due procedure as prescribed under the Rules (Revised) made under Section 79A of the Maharashtra Co-operative Societies Act, 1960, has agreed to entrust the redevelopment of the said Property to the Developer herein at or for the consideration and on terms and conditions mutually agreed upon which are set out hereunder.

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

- 1) After reserving for its own benefit FSI arising from the said Land more particularly described in Part I of the Schedule hereunder written [and which FSI retained by the Society and certain additional FSI made available by the Developer by way of purchase of "TDR", payment of Premiums for Paid FSI and Ancillary FSI shall be consumed by the Developer in carrying out construction of such Built-up area to be handed over to the Society and its members], the Society hereby agrees to grant right of development / redevelopment of the said Land to/in favour of the Developer herein for demolition of the existing Buildings/ Structures standing thereon and to construct in place thereof multi-storied Buildings containing Residential Units/ Commercial Premises and for sale of such Residential Units/ Commercial Premises [except such Residential Units/ Commercial Premises which are to be constructed by the Developer and handed over to the Society] to prospective allottees/ purchasers thereof under the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.
- 2) The Developer shall procure sanction of the Municipal Corporation of Pune to the Building Layout and Building Plans in respect of the construction/ redevelopment to be carried out by the Developer on the said Land and the Developer shall procure all sanctions/ permissions/ NOC's of the concerned Governmental, Public or Semi-Public Bodies or Authorities including Environmental Clearance for such development/ redevelopment and the Developer shall procure Registration of a Real Estate Project from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016.

3) CONSIDERATION/COMPENSATION TO SOCIETY AND MEMBERS:

A. AREA:

In consideration of the Society entrusting such rights of development / redevelopment of the said Land to the Developer, the Developer shall construct and hand over to the Society Residential Units having an aggregate carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act, 2016] of 201500 sq. fts. and Commercial space comprising showrooms and offices having a P line area of 20000 sq. fts. spread over upto 4 floors. Such Commercial Premises/ Residential Units and Car and Two-Wheeler Parking spaces appurtenant thereto to be constructed by the Developer and handed over to the Society (such Residential Flats are to be allotted by the Society to its Members) are hereinafter referred to collectively as "**the Society's Premises**". The Developer shall be obliged to allot two covered/non mechanical Car Parking Spaces and two Two-Wheeler Parking Spaces as appurtenant to every Residential Unit comprised in the Society's Premises. The list of Members and their respective Area along with the Car Parking has been enumerated in **Annexure A**.

- B. The Developer covenants to construct the aforesaid Premises (Residential and Commercial Units offered to the Society and its members) as per the specifications and shall be provided with amenities which have been mutually agreed upon and set out in **Annexure "C"** hereto annexed.

C. SHIFTING CHARGES:

The Developer shall be obliged to pay to & fro Shifting charges and shall make payment of a sum of Rs.50,000/- (Rupees Fifty Thousand Only) to each of the Members of the Society irrespective of the existing unit size of the Member of the Society/Society. The same has been enumerated in **Annexure A**. The Developer shall make a payment such To and Fro Shifting charges as follows:

S.No.	Particulars	Rs.
1.	At the time of handing over the vacant possession of the Residential Unit to the Developer	25,000

2.	At the time of taking possession of the proposed new unit from the Developer	25,000
----	--	--------

D. RENT/LICENSE FEES:

From the date the Society handover the vacant and peaceful possession of the said property, with all Members of the Society having vacated their respective Unit, to the Developer to enter upon the said Land for the purpose of demolition of the existing Building standing thereon, the Developer shall be obliged to make payment to each of the Members an amount to be arrived at Rs 45/- per sq.ft. of such existing Residential Unit for the first twelve months. The said amount shall stand escalated by 5% on expiry of every period of twelve months. The same has been enumerated in **Annexure B**. It is clearly understood by and between the parties hereto that during the interval between each Member of the Society vacating his/ her Residential Unit in the existing Building and handing over possession thereof to the Society and such Member being put in possession of a Residential Unit in the new Project, such Member shall be obliged to make provision for temporary alternate accommodation himself/ herself and the Developer shall not in any way be responsible for the same.

E. BETTERMENT CHARGES:

The Developer shall also be obliged to make payment of a sum of Rs.20,00,000/- (Rupees Twenty Lacs Only) to each Member of the Society as and by way of Betterment Charges as follows:

S.No.	Particulars	Rs.
1.	On the date of handing over of the vacant and peaceful possession of the existing property to the Developer, (with all Members of the Society having vacated their respective Unit).	2,00,000
2.	On the date of possession of the new proposed Residential Unit being handed over to the Member	18,00,000

F. REFUNDABLE DEPOSIT:

From the date the Society handover the vacant and peaceful possession of the said property, with all Members of the Society having vacated their respective Unit, to the Developer to enter upon the said Land for the purpose of demolition of the existing Building standing thereon, the Developer shall be obliged to make payment to each of the Members an amount to be arrived at Rs. 250/- per sq. fts. on the existing RERA carpet of existing members. The said Refundable Deposit shall be refunded to the Developer on or before taking the possession of the proposed Residential Unit by such Member. The same has been enumerated in **Annexure B.**

G. CONCESSIONAL RATE FOR EXISTING MEMBERS:

The Developer has agreed to construct and allot to the Society Residential Units only [for allotment amongst its Members] having an aggregate carpet area as enumerated in Annexure A. Such Residential Unit in the new Project to be so allotted to such Member is hereinafter referred to as "the said New Unit". If, however, any Member of the Society is desirous of being allotted a Residential Unit in the Project in excess of such area, such Members shall be obliged to make payment to the Developer as follows:

Sr.No.	Particulars	Rs.
1.	Up to 74 sq. fts. (Carpet) i.e. 100 sq. fts. saleable area	Rs. 13,000 per Sq.Ft on Saleable Area
2.	More than 74 sq. Fts. (Carpet)	at the rate at which the Developer sells the other Residential Unit in the Project on "Free-Sale" at the material time

SURRENDER OF AREA:

Any existing Member of the said Society who is not desirous of being allotted a Residential Unit as per offered area in Annexure A or if an existing Member of the



said Society opts to receive a Residential Unit in the new Project which has a carpet area less than the carpet area he/she would be entitled to receive under the terms hereof, such Member shall be entitled to receive from the Developer an amount @12000/- per sq.ft. of carpet area for the carpet area surrendered / sold by him to Developer. Payment schedule will be 10% at the time of agreement & 90% at the time of Occupancy Certificate being received for the Project or possession of new Residential Unit as the case may be. In either of the above two events, the aggregate carpet area of Residential Units to be constructed and allotted by the Developer to the Society as part of the Society's Premises shall stand reduced accordingly.

H. CORPUS FUNDS:

At the time of handing over of the vacant and peaceful possession of the proposed new residential units to be allotted to the Members on receipt of Completion/ Occupancy Certificates in respect thereof duly received from the Municipal Corporation of Pune, the Developer shall deposit with the Society an amount to be arrived at @ Rs.5,00,000/- (Rupees Five Lacs Only) for each Member of the Society as and by way of a "Corpus Fund" to be built up for defraying costs, charges and expenses for major maintenance, repair and upkeep of the said new Project and all Infrastructural Facilities thereto. The Developer shall be obliged to recover and hand over to the Society a sum of Rs.7,00,000/- (Rupees Seven Lacs Only) per Unit sold by the Developer out of the said "Free-Sale" Component as the contribution of such prospective purchaser towards the said Corpus Fund at the time of handing over possession of New tenement/unit to such new prospective Purchaser. Within a period of Twelve months of the receipt of the Completion/Occupancy Certificate from Pune Municipal Corporation, a sum of Rs. 7,00,000 (Rupees Seven Lacs only) shall be deposited with the Society as Corpus fund towards all unsold Units to be sold by the Developer out of the said "Free-Sale" Component. However, no further corpus funds or any such charges shall be deposited by the Developer and/or such prospective Purchaser on sale of such unsold Unit other than the admission fees to be deposited by such Purchaser as per prevailing laws at the material time.



I. TITLE OF THE LAND:

As has been disclosed to the Developer, the Society holds the land on "Class II" Occupancy under the provisions of the Maharashtra Land Revenue Code, 1966. The Developer shall procure the conversion of the land from "Class II" to "Class I" occupancy on or before 08.03.2024 by making payment of the "conversion premium" (*najrana*) under the provisions of the Maharashtra Land Revenue (conversion of Occupancy Class II and leasehold lands into Occupancy Class I Lands) Rules, 2019 at his own cost. This is an essence of this Presents. However, it will be the responsibility of the society to provide the developer will all relevant documents within Fifteen days of signing of these presents. The Society will also provide any other documents that may be required during the process of conversion as may be required by the authorities. The Developer shall at his own cost shall duly make the process to mutate the name of the Society in the revenue records as the "Society" of the land i. e. Class I Occupancy subject to the any discrepancy found in the transfer of the units allotted to members. In such an even, the Society and the respective member shall keep the Developer indemnified against such cost, penalty, taxes or any such charges levied by the Competent Authority. The Society and its members shall be liable to bear such cost, charges, taxes, fees, penalties etc. as the case may be.

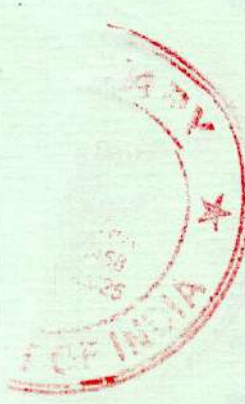


J. REIMBURSEMENT OF REDEVELOPMENT EXPENSES:

The Developer shall be obliged to reimburse the Society redevelopment Expenses of Rs. 1 Crore (Rupees One Crores only) on the various mutually agreed time lines. The Developer shall honor such reimbursement within 15 days from the date of request raised by the Society at such mutually agreed time lines.

- 4) It is further agreed by and between the Parties that till the date of commencement of project, the Developer shall seek many approvals/NoCS from the Society, its members, Government bodies, semi-government institutions etc for various purposes. The time-lines as prescribed hereunder from the date of execution of this Presents till the Actual Commencement date is based on various obligations and responsibilities of Developer, Society and its members which are interlinked and dependent on the fulfillment of the responsibility and/or obligations of other Party as such. The summary of all these activities/responsibilities and/or



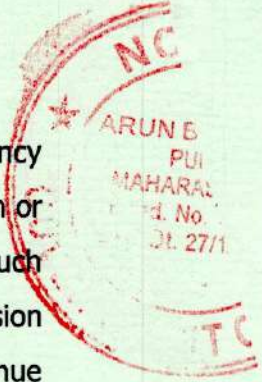


obligations is as follows which are all interlinked. Such prescribed time-lines if delayed because of any reason whatsoever, then the time-line for all further activities/responsibilities to be performed thereafter shall stand revised accordingly. The proposed activities and timelines agreed in respect thereof are as follows:

- a. Within a period of fifteen days from the date of execution of this Memorandum, the Developer shall set up a "Project Office" on site and the Developer shall appoint necessary Staff/ Personnel for the said Office. The said Project Office shall co-ordinate with the Office Bearers of the Society from time to time as required during the progress of implementation of the said redevelopment Project on the said Land. For the sake of convenience, it has been agreed that Shri Sandeep Maheshwari, one of the Designated Partners of the Developer, shall be a Single Point of Contact between the Society represented through its Managing Committee and the Developer until the completion of the said Project.
- b. Within a period of 15 days from the date of such functional "Project Office", the Developer with its necessary staff/personnel/professionals shall seek the feedback from the Members of the Society about the proposed unit plans. During this tenure, the Society, on advice of the Developer, shall initiate the necessary process for seeking various approvals and NoCs from the various government offices/departments/institutes including and not limited to revenue offices, department of Defense, Environmental clearance etc. at the cost of the Developer and through the agencies of the Developer.
- c. Within a period of sixty Days from the date of execution of these presents, the Developer shall, in consultation with the Society, prepare Building Layout and Building Plans consuming FSI arising from the said Land and FSI becoming available as Ancillary FSI, "TDR-FAR" and Premium FSI and the Developer shall furnish the Society with the said Building Layout and Building Plans. Within a period of fifteen days from the date the Society receives such Building Layout Plans, it shall either signify in writing its approval for the same or suggest any modifications therein. The Developer

shall, thereafter, incorporate any such agreed modifications in the said Building Layout Plans and keep the same ready for submission to the Municipal Corporation of Pune.

- d. As stated above, the Society holds the said Land on "Class II" Occupancy under the provisions of the Maharashtra Land Revenue Code, 1966. On or before 08th March 2024, the Developer shall procure conversion of such tenure from "Class II" to "Class I" by making payment of the "Conversion Premium" under the provisions of the Maharashtra Land Revenue (Conversion of Occupancy Class II and Leasehold Lands into Occupancy Class I Lands) Rules, 2019. Within a period of five months from the date of execution of this Memorandum, the Developer shall endeavor to record such change of tenure on the City Survey Record in respect of the said Land.
- e. The Developer along with the Society and its Members shall finalize the building plans and unit plans (Residential and Commercial) of the Society and its Members within four months from the date of execution of this Presents. The said Building and Unit plans shall be based on the requests of the Members of the Society with reference to additional purchase of area or surrender/sale of allotted area to the Developer, by the existing Member of the Society as such, subject to the Project design constraints. The Parties concur that the Developer shall strive to accommodate such requests of the members within the confinement of the feasibility of the Project.
- f. Within a period of two months from the date of execution of this Memorandum, the Developer shall furnish the Society with a Draft of the Agreement for Development and Power of Attorney to be executed by the Society in favour of the Developer. The parties hereto shall thereafter discuss and finalise the said Drafts within a further period of two months for the purpose of adjudication and necessary approvals.





g. Within a period of Three Months from the date the tenure of the said Land is converted from "Class II" to "Class I" Occupancy and such change of tenure reflected on the City Survey Record, the Developer shall submit the said mutually approved Building Layout and Building Plans to the Municipal Corporation of Pune for its sanction and the Developer shall endeavor to procure such sanction as expeditiously as possible.

h. During this aforesaid estimated and proposed tenure of eight months, the Developer, at his own cost and through its own agencies, shall procure all the necessary approvals, sanctions, NoCs for submission of the building layout and building plans to Municipal Corporation of Pune for its sanctions. The Society through its Office bearers shall initiate the procedure under their own signatures and shall execute all the necessary documents including and not limited to affidavit, applications, indemnity bonds, necessary representations etc, at the cost of the Developer and the Developer shall keep the Society indemnified against the same.

i. At the time of seeking necessary sanctions/ IOD from Municipal Corporation of Pune for the said Building Layout and Building Plans comprising of Basic FSI and the Developer procures all other sanctions/ permissions/ NOC's of the concerned Governmental, Public or Semi-Public Bodies or Authorities for such development/ redevelopment, the Society shall simultaneously execute a formal Agreement for Development/ Redevelopment and Power of Attorney in terms of these presents in favour of the Developer and such Development Agreement and Power of Attorney shall be duly registered with the concerned Sub-Registrar, Taluka Haveli, District Pune.



j. Within a period of sixty days from the date of execution and registration of the said Development Agreement and Power of Attorney the Developer shall issue a notice of 60 days to the Society and its Members to vacate the existing property and handover the vacant and peaceful possession of existing property to the Developer. The Society shall ensure that its Members vacate the Residential Flats in the Buildings presently standing on

the said Land and hand over vacant and peaceful possession to the Society within the said tenure of 60 days. The Society shall thereupon grant licence to the Developer to enter upon the said Land for the purpose of demolition of the said existing Structure standing thereon, to make place for construction of new Buildings thereon, in terms of this Memorandum and the Development Agreement to be executed in pursuance hereof, subject to the receipt of sanction of the building plans comprising of the residential units of the Members of the Society.



- k. The Developer shall make available additional FSI for carrying out construction on the said Land by way of purchase of "TDR", making payment of Premium and Ancillary FSI thereon within a period of four months from the date the Municipal Corporation of Pune first sanctions the Building Layout and Building Plans. However, this Condition will be subject to such "TDR-FAR" being available in the Real Estate Market.

5) VACATING OF THE EXISTING PREMISES:

It is agreed by and between the parties hereto that at the time when the Members of the Society vacate their respective Residential Units in the existing Buildings, they will not remove or take away the electrical wiring, switch boards, plumbing, grills, windows shutters, doors, door fittings, sanitary ware from their respective Units. The Members will only be permitted to remove and take away fan, boilers/geyser, air conditioners, tube lights, bulbs and other fittings such as Solar Panels, Invertors etc.

- 6) Before permitting the Developer to enter upon the said Land, the Society shall ensure that all outgoing in respect of all the Residential Units in the existing Buildings standing on the said Land such as Municipal Property Taxes, MSEDCL Deposits and Charges etc. are duly paid and the Society shall bear and pay any arrears of Land Revenue and Municipal Property Tax and MSEDCL Charges in respect of the said Land. From the date the Society permits the Developer to so enter upon the said Land, all such outgoing shall be borne and paid by the Developer alone.



7) The Developer shall demolish the said existing Buildings standing on the said Land and remove all debris arising on such demolition from the said Land at the cost of the Developer. Any salvage value of any Building Material from such demolition shall accrue to the benefit of the Developer alone.

8) While carrying out development/ redevelopment of the said Land, the Developer shall adhere strictly to the sanctioned Building Plans and to the terms of the Environmental Clearance and all other sanctions/ permissions/ NOC's received from the Governmental, Public or Semi-Public Bodies or Authorities in respect of the said Project and the Developer shall indemnify and keep indemnified the Society from any liability arising from any breach or non-compliance on the part of the Developer of the said sanctioned Plans and other permissions/ consents/ Orders etc..

9) Excluding the Society's Premises, the Developer shall, after the Developer procures Registration of a Real Estate Project in respect of the said Land from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder, be entitled to allot/ sell Commercial Premises/ Residential Units to third persons or parties at or for the consideration and on the terms and conditions mutually agreed upon between the Development and any such third person/ party and the Developer shall be obliged to receive and appropriate the Gross Sales Proceeds or benefits arising from such allotment or sale. The Developer will discharge all obligations as a "Promoter" under the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder vis-à-vis such allottees/ purchasers of commercial Premises/ Residential Units.

10) The Developer shall execute Permanent Alternative Accommodation Agreement in favor of the Society and Members for their respective Units (Commercial and Residential) within 12 months after the Developer procures Registration of a Real Estate Project in respect of the said Land from the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and

Development) Act, 2016 and Rules made thereunder. Any incidence of GST, Stamp Duty inclusive of LBT and Metro Cess & Registration charges arising from construction of the Society's Premises and allotment thereof by the Developer to the Society and its Members shall be borne and paid by the Developer alone. However, the Stamp Duty, Registration charges & GST applicable on the incremental area of any Residential Unit to be allotted to a Member of the Society shall be borne and paid by the Member/ Allottee concerned.



11) SPLIT OF RESIDENTIAL UNITS:

The Developer, on the request of Members, may construct 2 residential units from the allotted area to concern Member. However, such member shall be obliged to pay the Legal cost, applicable stamp duty, inclusive of Local body tax, Metro cess etc if any, registration charges, additional Parking charges, Split charges and Corpus funds of such additional tenement to the Developer.

12) The parties hereto agree that, this Memorandum of Understanding does not constitute any partnership or joint venture or association of persons amongst them, nor any party shall be entitled to claim the same. That, this is an understanding between the parties for entrusting the development rights of the said property to the Developer by the Society and its members through the formal Development Agreement and subsequent agreements, if any.

13) All costs, charges and expenses for procuring all sanctions/ permissions / NOC's/ consents of the Municipal Corporation of Pune, Environmental Clearance and other sanctions/ permissions/ NOC's/ Orders from the concerned Governmental, Public or Semi-Public Bodies or Authorities for redevelopment of the said Land and for carrying out construction of new Buildings thereon, including all incidental costs such as Professional Costs of RCC Consultants, Architects, Legal Advisors and other consultation shall be borne and paid by the Developer alone.

14) Within a period of fifteen days from the date of execution of this Memorandum, the Society shall furnish the Developer with copies of all Documents of Title/ other relevant Documents enabling the Developer to have the title of the Society to the





said Land investigated. As part of such investigation of title, the Developer shall be entitled to have Public Notices in the usual form published in newspapers having circulation in or around the City of Pune. The Developer shall have such investigation of title carried out within a period of forty-five days from the date of issuance of such Public Notices provided the Society shall have furnished the Developer with copies of the said Documents within the said period of fifteen days. The Society and its members consent to submit all the necessary information and documents, no later than 15 days, from the execution of this Presents to enable the Developer to procure the tenure of the said Land is converted from "Class II" to "Class I" Occupancy. The Society and Members shall abide themselves to cooperate with the Developer for providing such documents including and not limited to information, documents, declarations, affidavits, etc as and when require by the Competent Authority, at the cost of the respective member.

15)The Society hereby confirms and declares as under:

- (a) that at present, the said land is classified as a "Class II" land and its said title to the said land is free, clear and marketable and that there are no outstanding encumbrances, mortgages, charges, claims or doubts on or in respect thereof or any part or portion thereof.
- (b) that it has not entered into any other agreement for sale or development in respect of the said Property with any other person or party.
- (c) that it has not done, executed or performed any act, deed, matter or thing whereby or by means whereof it is prevented from entrusting the work of redevelopment/ development to the Developer herein or whereby the same is encumbered or prejudicially affected in present title subject to the said classification of land as Class II occupancy.
- (d) that it has not received any notice of acquisition or requisition in respect of the said Property or any part thereof from any Government or Public Body or Authority under any Statute, Rule, Regulation or other Enactment of the Central or State Government.
- (e) that it has not created any lease or tenancy in favour of any person or party in respect of the said land or any part or portion thereof and the Society herein

undertakes not to be party to any act, deed, matter or thing whereby any such lease or tenancy is created or may come into effect hereafter.

- (f) that none of the holders/ occupiers/ tenants of the adjoining lands enjoy any right of way or any other easementary right over or in respect of the said Property or any part thereof.
- (g) that all outgoings in respect of the said Property towards Municipal rates, taxes, cesses and charges have been duly paid.
- (h) that the said land is not the subject matter of any Suit or other Judicial or Quasi-Judicial proceeding and neither is the same the subject matter of any attachment before or after Judgment.
- (i) that the said land is not attached by any Authorities as and by way of recovery of arrears of Income-Tax, Wealth Tax, Gift Tax or any other Direct or Indirect Taxes held to be paid by the Society herein.
- (j) In the event any defect in title of the Society to the said Land is found to exist or if any subsisting mortgage on any Residential Unit in the Buildings presently standing on the said Land is found to subsist, it shall be the responsibility of the respective Member, at its own cost, to clear any such defect in title or remove any such outstanding encumbrance, charge, doubt or claim on or in respect of the said Land and/or the Building standing thereon and/or on any such Residential Unit as expeditiously as possible.
- (k) The Society shall ensure that if any of its Members have availed of loans from Banks/ Financial Institutions/ NBFC's for purchase of their respective Units and have created mortgage on their respective Units in favour of any such Mortgagee, before vacant and peaceful possession of the property has been handed over to the Developer to enter upon the said Land for the purpose of demolition of the said existing Buildings thereon, any such Mortgagee Bank/ Financial Institution/ NBFC releases such mortgages held by them.



16) MORTGAGE/ PROJECT FINANCE:

The Developer shall not be entitled to create mortgage on the said Land in favour of any Bank/ Financial Institution/ NBFC as security for due repayment of any Project Finance availed of by the Developer from such Bank/ Financial Institution/ NBFC. However, the Developer shall be entitled to create mortgage on any commercial Premises/ Residential Unit out of the "Free-Sale" component and/or





the Developer shall be entitled to create a lien on the Gross Sales Proceeds of such "Free-Sale" component as it deems fit and proper. The Developer shall submit the No Dues Certificate/NoCs of such Bank/Financial Institution/ NBFC, such mortgage charge created and/or any credit facility availed for this Project, if any, within 6 months from the date of receipt of Occupancy Certificate/Completion Certificate from the Pune Municipal Corporation.

17) TENURE OF THE PROJECT:

The Developer shall complete construction of the Society's Premises, procure the Completion/ Occupancy Certificate in respect thereof and hand over the same to the Society within a period of thirty-six Months from the date the Society procures vacant and peaceful of all the Residential Units in the existing Building standing on the said Land and permits the Developer to enter upon the said Land for the purpose of demolition of the said existing Buildings to make way for new construction thereof. The Developer shall have a "grace period" of six Months beyond the said stipulated period of thirty-six Months for such completion and handing over. The Developer shall also be entitled to a reasonable extension in the said period of completion if any delay in completion shall have been caused by force-majeure reasons or any reason attributable to any act or omission on the part of the Society. In the event of delay [beyond the said grace period and extension on account of force-majeure causes] on the part of the Developer in completing the Society's Premises and handing over the same to the Society with the Completion/ Occupancy Certificates in respect thereof duly procured, the monthly amount to be paid by the Developer to each Member of the Society who has elected to receive Residential Unit in the new Project shall stand escalated by 10% until such time as of the Developer so completes the Society's Premises and hands over the same to the Society.

That the Developer shall handover the possession of the New Buildings along with all the amenities to the Society on or after 12 months from the date of obtaining the final Occupancy Certificate from the Municipal Corporation of Pune.



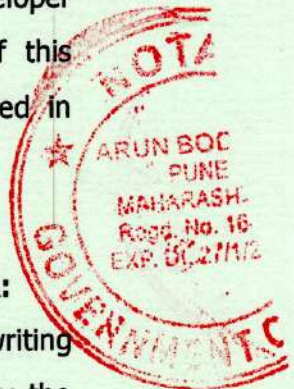
18) DEFECT LIABILITY:

The Developer shall be obliged to rectify any defects in the Society's Premises which arise or are noticed during a period of five years from the date the Developer hands over the Society's Premises to the Society under the terms of this Memorandum read with the Agreement for Development to be executed in pursuance hereof.

19) RIGHTS OF THE PROSPECTIVE PURCHASER AND DEVELOPER:

Within a period of thirty days of the Developer calling upon the Society in writing to do so and after completion of the new Project to be implemented by the Developer on the said Land, all prospective purchasers of Commercial Premises/ Residential Units to whom the Developer has agreed to allot/ sell the same shall be admitted as Members of the Society with the same rights and obligations and subject to the same liabilities as the existing Members of the Society without any such new Member being obliged to make payment of any amount save and except Share Money and Entrance Fee as per the then prevailing laws.

1. In consideration hereof and in consideration of the Developer redeveloping the said Property entirely at their own cost, the Developer, after receiving Commencement Certificate and after first earmarking the Society Premises and car parking spaces to be allotted to the existing Society members, shall be free and at full liberty to sell, transfer, deal with and dispose off and allot to the prospective purchasers all the remaining Units and allot car parking spaces in the said New Building to be constructed by the Developer on the said Property and to receive for themselves and to appropriate to themselves all the sale proceeds thereof without any liability to account for the same to the Society/members in any manner whatever.
2. Such sale/transfer and allotment of premises shall remain binding on the Society. Such acts of the Developer shall be on principal-to-principal basis and not as an agent of the Society.
3. The prospective buyer/s of the Unit/s shall be entitled to avail credit facilities from any financial institution/bank/organization/employer by mortgaging the New Unit allotted to them by the Developer. The repayment of the such credit facility, interest and other charges on such credit facility shall be the sole



responsibility of such prospective new purchaser availing such credit facility.

20) SECURITY TO THE SOCIETY:

A. Simultaneously with the execution of the formal Agreement for Development and Power of Attorney by the Society in favour of the Developer as contemplated in Clause 9 hereinabove, the Developer shall procure a Bank Guarantee to the tune of Rs.35,00,00,000/- (Rupees Thirty-Five Crores Only) for due performance by the Developer of its obligations under the terms of this Memorandum read with such Agreement for Development. The said Bank Guarantee will be released/ discharged in four tranches, in manner mentioned below:

- a) On the Municipal Corporation of Pune sanctioning the Building Layout and Building Plans - Rs.20,00,00,000/- (Rupees Twenty Crores Only)
- b) On the Municipal Corporation of Pune granting Plinth Checking Certificates in respect of the new Building/s to be constructed on the said Land - Rs.5,00,00,000/- (Rupees Five Crores Only).
- c) On completion by the Developer of the RCC work in the said Project - Rs.5,00,00,000/- (Rupees Five Crores Only).
- d) On completion of the construction of the Society's Premises and the Completion/ Occupancy Certificate in respect thereof duly received from the Municipal Corporation of Pune - Rs.5,00,00,000/- (Rupees Five Crores Only).

B. Simultaneously with the execution of the said formal Agreement for Development and Power of Attorney by the Society in favour of the Developer, the Developer shall procure a Bank Guarantee to the tune of Rs.10,00,00,000/- (Rupees Ten Crores Only). Such Bank Guarantee will be to secure payment by the Developer of monthly amounts to such of the Members of the Society who elect to receive a Residential Unit in the new Project. The amount of the said Bank Guarantee will stand reduced by Rs.2,50,00,000/- (Rupees Two Crores Fifty Lacs Only) on the expiry of every Calendar year from the date of issuance of the said Bank Guarantee.



C. The Developer, on the date of execution of this Presents, has deposited with the Society an amount of Rs. 11,00,000/- (Rupees Eleven Lacs only) vide a Cheque no. 028195 drawn on Mahesh Sahakari Bank Ltd., Nana Peth Bank dated 30.10.2023 out of the Corpus funds to be deposited by the Developer with the Society.



21)The Present Offer of the Developer has been accepted by the Society and its members based on the potential of construction available as per the present rules and regulations/UDCPR,2020. In case of any change of such rules, regulations, policies etc benefitting the potential of constructions, such benefits shall be the rights of the Society. The terms and conditions for the Developer availing such benefits shall be discussed at the material time subject to consideration payable to the Society.

22)On execution hereof, the Developer shall be entitled to erect Boards on the said Land pertaining to the new Project to be implemented thereon disclosing the name of the Developer.

23)The Developer shall not be entitled to amalgamate the said Land with any adjoining land without the prior written consent of the Society.

24)The Developer shall not be entitled to assign the rights of development/ redevelopment granted to it by the Society to any third person or party without the express prior written approval of the Society.

25)It is agreed by and between the parties hereto that the terms of this Memorandum shall supersede all earlier writings/ communications by and between them pertaining to redevelopment of the said Land by the Developer and matters incidental thereto.



26) NOTICES

That any communication by and between the parties hereto shall be made at the following E-Mail ID's of each of the Parties:

Society : bptechvnp@gmail.com (Mr. Vinayak Patwardhan),
Newwalkar.pradeep@gmail.com (Mr. Pradeep Newalkar)
kistreem@gmail.com (Mr. Vijay Lele)

Developer : sandeep@nirmandevelopeprs.in (Mr. Sandeep Maheshwari)
pranav@nyatigroup.com (Mr. Pranav Nyati)



THE SCHEDULE ABOVE REFERRED TO:

PART I:

All that piece and parcel of land or ground admeasuring 12241.63 sq.mtrs. out of the land bearing S. No. 270 Hissa no. 2 and corresponding CTS No. 3024 having 16 buildings thereon, along with the existing samajmandir and Society office etc. standing as per Part II below, situated at Village Bhamburda (Shivaji Nagar) within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and which land admeasuring 12241.63 sq.mtrs. and collectively bounded as:

ON OR TOWARDS THE:

NORTH : proposed 18 mtrs wide road
SOUTH : Forest land
EAST : Maharashtra State Farming Corporation
WEST : Kamayani S.No. 27

PART II: ALL THAT PIECE AND PARCEL OF 16 BUILDINGS consisting of Total 102 Units (which is to be demolished) comprising of 90 Residential flats and 12 Duplex Units and are enumerated as below:

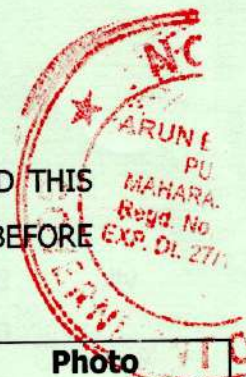
- i. Building Manasi standing thereon comprising of 12 Flats on ground plus 2 upper floors
- ii. Building Sharawati standing thereon comprising of 12 Flats on ground plus 2 upper floors
- iii. Building Sharayu standing thereon comprising of 12 Flats on ground plus 2 upper floors
- iv. Building Zalam standing thereon comprising of 12 Flats on ground plus 2 upper floors
- v. Building Indrayani standing thereon comprising of 12 Flats on ground plus 2 upper floors
- vi. Building Pravara standing thereon comprising of 06 Flats on ground plus 2 upper floors

- 
- vii. Building Meghana standing thereon comprising of 06 Flats on ground plus 2 upper floors
 - viii. Building Sindhu standing thereon comprising of 06 flats on ground plus 2 upper floors
 - ix. Building Krushna standing thereon comprising of 06 flats on ground plus 2 upper floors
 - x. Building Godawari standing thereon comprising of 06 flats on ground plus 2 upper floors.
 - xi. And 06 structures of Duplexes – Kshipra, Vedganga, Alaknanda, Padma, Kaveri and Narmda having 2 Duplexes each i. e. 12 Duplexes.

standing on the land more particularly described in the abovementioned Part I along with all the structures and all open parking space at ground level, Garden and samajmandir and Society Office at ground level and also appurtenances thereto such as structures including and not limited to gate keeping/ security cabin etc. and together with the internal road owned by the Society/Owner and also appurtenances thereto and other amenities and conveniences Together with easement, appurtenances, ingress, egress, benefits including the benefits relating to the floor area ratio/Floor space Index origination form the physical area thereof, and/or all such additional FAR/FSI either by way of TDR or ancillary, supplementary and all other consequential rights thereto.

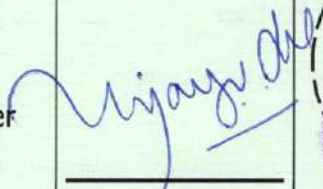
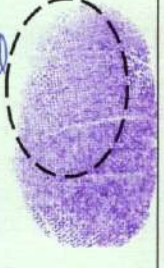
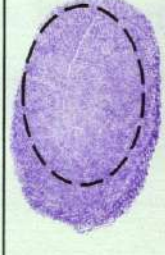


IN WITNESS WHEREOF THE PARTIES HERETO, HAVE SIGNED AND EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.



S.No.	On behalf of Pune Patrakar CHS	Signatures	Thumb	Photo
1	Mr. Vijay Sawant Chairman	 Signature		
2	Mrs. Arundhati Bhide As a Managing Committee Member	 Signature		
3	Mr. Pradeep Newalkar As a Managing Committee Member	 Signature		
4	Mr. Anant Shaligram As a Managing Committee Member	 Signature		

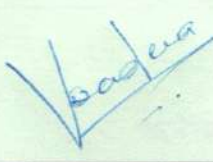


5	Mr. Vijay Lele As a Managing Committee Member	 Signature		
6	Mr. Anant Bedarkar As a Managing Committee Member	 Signature		
7	Mr. Rajaram Joshi As a Managing Committee Member	 Signature		

- PARTY OF THE FIRST PART

S.No.	Developer	Signatures	Thumb	Photo
1	M/s. Nyati Shubham Nirman Developers LLP Through its Partner Mr. Sandeep Balkrishnadas Maheshwari	 Signature		

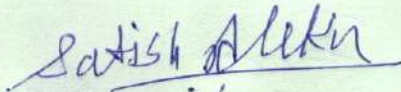


2	M/s. Nyati Shubham Nirman Developers LLP Through its Partner Mr. Pranav Nitin Nyati	 Signature		
3	M/s. Nyati Shubham Nirman Developers LLP Through its Partner Mr. Vinay Khushalchand Badera	 Signature		

- PARTY OF THE SECOND PART

Witness 1:

Signature:



Name: Mr. Satish Vasant Alekar

Address: Patrakarnagar, Pune

Witness 2:

Signature:



Name: Mr. Sureshchandra Dinkar
Padhye.

Address: Patrakarnagar, Pune



BEFORE ME

ARUN BODHANI
NOTARY GOVERNMENT OF INDIA
PUNE

31 OCT 2023

Noted & Registered
at serial number

558/2023

Page 26 of 26

Annexure A - Area Statement of Members

Building Name	Present Member	Flat No	Area		Car Parking
	On 31/3/2023		Existing Area	Offered Area	
Kshipra	Miskil Jayant Dharmadhikari	1	894	1961	2
	Abha / Jayant Madhukar	2	894	1961	2
Vedganga	Shantabai Raghunath Shirode	1	894	1961	2
	Vinit Vasant Deshpande	2	894	1961	2
Alaknanda	Ruta Manohar Bawadekar	1	894	1961	2
	Sucheta Suresh Dongare	2	894	1961	2
Padma	Late Manohar Pagar through Legal heirs	1	894	1961	2
	Premalata Vithal Inamdar	2	894	1961	2
Kaveri	Suhas Shankar Deshpande	1	894	1961	2
	Anuradha Govind Anagal	2	894	1961	2
Narmada	Pravin Balkrishna Bidkar	1	894	1961	2
	Dilip Vasant Chaware	2	894	1961	2
Pravara	Mita Dattatraya Patki	1	1062	2251	2
	Suvernakant Bhikensingh Thakor	2	1026	2172	2
	Purnima Mukund Joshi	3	1062	2251	2
	Vaishali Govind Madiwale	4	1062	2251	2
	Ranjana Dhananjay Makode	5	1062	2251	2
	Jayashree Shashank Gokhale	6	1062	2251	2
Meghana	Arvind Vishwanath Karandikar	1	1062	2251	2
	Chandrakant Laxman Dixit	2	1026	2172	2
	Dilip Gopal Patwardhan	3	1062	2251	2
	Hemant Alabal	4	1062	2251	2
	Shalini Krishnarao Borade	5	1062	2251	2
	Anuradha Bhalchandra Purandare	6	1062	2251	2
Manasi	Vijay Waman Lele	1	685	1615	2
	Mrudula Vilas Kulkarni	2	685	1615	2
	Anuradha Babasaheb Patil	3	855	1872	2
	Rekha Pramod Jog	4	855	1872	2
	Yeshwant Ramrao Kenjale	5	716	1683	2
	Pranav Vijay Lele	6	716	1683	2
	Pradeep Balkrishna Newalkar	7	855	1872	2
	Ekanath Umakant Bagul	8	855	1872	2
	Mahesh Madhukar Prabhudesai	9	716	1683	2
	Harry Pankiyam David	10	716	1683	2
	Sureshchandra Shankarrao Padhye	11	855	1872	2

Building Name	Present Member	Flat No	Existing Area	Offered Area	Car Parking
	On 31/3/2023				
	Aashish Dattatriya Pingale	12	855	1872	2
Sharawati	Nikhil Shreeram Geet	1	685	1615	2
	Rasika Rakesh Gupta	2	685	1615	2
	Sagar Vinayak Kad	3	855	1872	2
	Jayaram Raghoji Desai	4	855	1872	2
	Bhushan Waman Talwalkar	5	716	1683	2
	Nitin Sakharam Namjoshi	6	716	1683	2
	Padma Shriniwas Rahurkar	7	855	1872	2
	Raghunath Dagdu Barve	8	855	1872	2
	Vijay Narahar Sirdeshpande	9	716	1683	2
	Anant Shankar Bedarkar	10	716	1683	2
	Sangeeta Padmakar Gowaikar	11	855	1872	2
	Late Prakash Gajanan Jadhav through Legal heirs	12	855	1872	2
Sharayu	Chandrakala Panduranga Nankar	1	685	1615	2
	Madhukar Sadashiv Jakate	2	685	1615	2
	Madhuri Madhukar Chavare	3	855	1872	2
	Rohan Dattatriya More	4	855	1872	2
	Vijaykumar Sitaram Sawant	5	716	1683	2
	Nirmala Shashikunmar Sawadekar	6	716	1683	2
	Sharimila Nandkumar Karkhanis	7	855	1872	2
	Shubha Charudata Thakur	8	855	1872	2
	Vinayak Narayan Patwardhan	9	716	1683	2
	Shirish kantilal Shah	10	716	1683	2
	Vijay Gopal Vaidya	11	855	1872	2
	Atul Suresh Dongare	12	855	1872	2
Zelam	Prasanna Shriwardhan Gadgil	1	685	1615	2
	Vatsala Sitaram Jagzap	2	685	1615	2
	Shilaja Govind Galgali	3	855	1872	2
	Late MV Balkrishna Rao through Legal heirs	4	855	1872	2
	Manoj Laxman Shivapurkar	5	716	1683	2
	Late Maimuna Bashir Kotwal through Legal heirs	6	716	1683	2
	Amit Chandrashekhar Karkhanis	7	855	1872	2
	Anil Mohan Takalkar	8	855	1872	2
	Raghunath Vinayak Bhat	9	855	1872	2
	Anjali Anil Ketkar	10	716	1683	2

Building Name	Present Member	Flat No	Existing Area	Offered Area	Car Parking
	On 31/3/2023				
	Prakash Balasaheb Joshi	11	855	1872	2
	Late Vyankat Sopanrao Biradar through Legal heirs	12	716	1683	2
Indrayani	Vivek Jayantrao Shinde	1	685	1615	2
	Arundhati Varunraj Bhide	2	685	1615	2
	Kiran Kanhayalal Thakoor	3	855	1872	2
	Moreswar Bhalchandra Joshi	4	855	1872	2
	Rahul Madhav Ekabote	5	716	1683	2
	Y.V.Krishnamoorti	6	716	1683	2
	Suman Narayan Thakar	7	855	1872	2
	Asha Prakash Kardale	8	855	1872	2
	Shubhangi Sadashiv Dumbare	9	716	1683	2
	Rajesh Shah	10	716	1683	2
	Ashok Gopal Budhkar	11	855	1872	2
	Vasant Hemant Jogdeo	12	855	1872	2
Sindhu	Sushil Pitambarkumar Jain	1	1206	2566	2
	Vaishal Dushyant Naik	2	1206	2566	2
	Rajiv Balwant Sabde	3	1206	2566	2
	Sureshchandra Nivarutti Warghade	4	1206	2566	2
	Ravindra Ganapati Beheray	5	1206	2566	2
	Meera Mukund Shastri	6	1206	2566	2
Krushna	Arati Devidas Sadekar	1	1172	2492	2
	Mukta Vishwanath Sathey	2	1172	2492	2
	Malay Shashikant Datar	3	1206	2566	2
	Rambhau Annaji Joshi	4	1206	2566	2
	Yeshoda Parag Wakankar	5	1206	2566	2
	Satish Vasant Alekar	6	1206	2566	2
Godavari	Rashin Madhukar Limaye	1	1172	2492	2
	Leela Dattatraya Gulavani	2	1172	2492	2
	Rajaram Madhukar Joshi	3	1206	2566	2
	Meera Balkrushna Shaligram	4	1206	2566	2
	Ashwin Nandkumar Kulkarni	5	1206	2566	2
	Anant Balkrishna Shaligram	6	1206	2566	2
Total			91792	202248	204



Annexure B - Financial Compensation to existing members

Building Name	Present Member	Flat No	Area Sq. Fts.	Rent Rs.	Betterment Charges Rs.	Refund Deposit Rs.
	On 31/3/2023					
Kshipra	Miskil Jayant Dharmadhikari	1	894	40,230	2,000,000	223,500
	Abha / Jayant Madhukar Wamburkar	2	894	40,230	2,000,000	223,500
Vedganga	Shantabai Raghunath Shirode	1	894	40,230	2,000,000	223,500
	Vinit Vasant Deshpande	2	894	40,230	2,000,000	223,500
Alaknanda	Ruta Manohar Bawadekar	1	894	40,230	2,000,000	223,500
	Sucheta Suresh Dongare	2	894	40,230	2,000,000	223,500
Padma	Late Manohar Pagar through Legal heirs	1	894	40,230	2,000,000	223,500
	Premalata Vithal Inamdar	2	894	40,230	2,000,000	223,500
Kaveri	Suhas Shankar Deshpande	1	894	40,230	2,000,000	223,500
	Anuradha Govind Anagal	2	894	40,230	2,000,000	223,500
Narmada	Pravin Balkrishna Bidkar	1	894	40,230	2,000,000	223,500
	Dilip Vasant Chaware	2	894	40,230	2,000,000	223,500
Pravara	Mita Dattatraya Patki	1	1062	47,790	2,000,000	265,500
	Suvernakant Bhikensingh Thakor	2	1026	46,170	2,000,000	256,500
	Purnima Mukund Joshi	3	1062	47,790	2,000,000	265,500
	Vaishali Govind Madiwale	4	1062	47,790	2,000,000	265,500
	Ranjana Dhananjay Makode	5	1062	47,790	2,000,000	265,500
	Jayashree Shashank Gokhale	6	1062	47,790	2,000,000	265,500
Meghana	Arvind Vishwanath Karandikar	1	1062	47,790	2,000,000	265,500
	Chandrakant Laxman Dixit	2	1026	46,170	2,000,000	256,500
	Dilip Gopal Patwardhan	3	1062	47,790	2,000,000	265,500
	Hemant Alabal	4	1062	47,790	2,000,000	265,500
	Shalini Krishnarao Borade	5	1062	47,790	2,000,000	265,500
	Anuradha Bhalchandra Purandare	6	1062	47,790	2,000,000	265,500
Manasi	Vijay Waman Lele	1	685	30,825	2,000,000	171,250
	Mrudula Vilas Kulkarni	2	685	30,825	2,000,000	171,250
	Anuradha Babasaheb Patil	3	855	38,475	2,000,000	213,750
	Rekha Pramod Jog	4	855	38,475	2,000,000	213,750
	Yeshwant Ramrao Kenjale	5	716	32,220	2,000,000	179,000
	Pranav Vijay Lele	6	716	32,220	2,000,000	179,000
	Pradeep Balkrishna Newalkar	7	855	38,475	2,000,000	213,750
	Ekanath Umakant Bagul	8	855	38,475	2,000,000	213,750
	Mahesh Madhukar Prabhudesai	9	716	32,220	2,000,000	179,000
	Harry Pankiyam David	10	716	32,220	2,000,000	179,000
	Sureshchandra Shankarrao Padhye	11	855	38,475	2,000,000	213,750
	Aashish Dattatriya Pingale	12	855	38,475	2,000,000	213,750
Sharawati	Nikhil Shreeram Geet	1	685	30,825	2,000,000	171,250
	Rasika Rakesh Gupta	2	685	30,825	2,000,000	171,250
	Sagar Vinayak Kad	3	855	38,475	2,000,000	213,750
	Jayaram Raghoji Desai	4	855	38,475	2,000,000	213,750
	Bhushan Waman Talwalkar	5	716	32,220	2,000,000	179,000
	Nitin Sakharam Namjoshi	6	716	32,220	2,000,000	179,000
	Padma Shriniwas Rahurkar	7	855	38,475	2,000,000	213,750

Building Name	Present Member	Flat No	Area Sq. Fts.	Rent Rs.	Betterment Charges Rs.	Refund Deposit Rs.
	On 31/3/2023					
	Raghunath Dagdu Barve	8	855	38,475	2,000,000	213,750
	Vijay Narahar Sirdeshpande	9	716	32,220	2,000,000	179,000
	Anant Shankar Bedarkar	10	716	32,220	2,000,000	179,000
	Sangeeta Padmakar Gowaikar	11	855	38,475	2,000,000	213,750
	Late Prakash Gajanan Jadhav through Legal heirs	12	855	38,475	2,000,000	213,750
Sharayu	Chandrakala Panduranga Nankar	1	685	30,825	2,000,000	171,250
	Madhukar Sadashiv Jakate	2	685	30,825	2,000,000	171,250
	Madhuri Madhukar Chavare	3	855	38,475	2,000,000	213,750
	Rohan Dattatriya More	4	855	38,475	2,000,000	213,750
	Vijaykumar Sitaram Sawant	5	716	32,220	2,000,000	179,000
	Nirmala Shashikunmar Sawadekar	6	716	32,220	2,000,000	179,000
	Sharimila Nandkumar Karkhanis	7	855	38,475	2,000,000	213,750
	Shubha Charudata Thakur	8	855	38,475	2,000,000	213,750
	Vinayak Narayan Patwardhan	9	716	32,220	2,000,000	179,000
	Shirish kantilal Shah	10	716	32,220	2,000,000	179,000
	Vijay Gopal Vaidya	11	855	38,475	2,000,000	213,750
	Atul Suresh Dongare	12	855	38,475	2,000,000	213,750
Zelam	Prasanna Shriwardhan Gadgil	1	685	30,825	2,000,000	171,250
	Vatsala Sitaram Jagzap	2	685	30,825	2,000,000	171,250
	Shilaja Govind Galgali	3	855	38,475	2,000,000	213,750
	Late MV Balkrishna Rao through Legal heirs	4	855	38,475	2,000,000	213,750
	Manoj Laxman Shivapurkar	5	716	32,220	2,000,000	179,000
	Late Maimuna Bashir Kotwal through Legal heirs	6	716	32,220	2,000,000	179,000
	Amit Chandrashekhar Karkhanis	7	855	38,475	2,000,000	213,750
	Anil Mohan Takalkar	8	855	38,475	2,000,000	213,750
	Raghunath Vinayak Bhat	9	855	38,475	2,000,000	213,750
	Anjali Anil Ketkar	10	716	32,220	2,000,000	179,000
	Prakash Balasaheb Joshi	11	855	38,475	2,000,000	213,750
	Late Vyankat Sopanrao Biradar through Legal heirs	12	716	32,220	2,000,000	179,000
Indrayani	Vivek Jayantrao Shinde	1	685	30,825	2,000,000	171,250
	Arundhati Varunraj Bhide	2	685	30,825	2,000,000	171,250
	Kiran Kanhayalal Thakoor	3	855	38,475	2,000,000	213,750
	Moreshwar Bhalchandra Joshi	4	855	38,475	2,000,000	213,750
	Rahul Madhav Ekabote	5	716	32,220	2,000,000	179,000
	Y.V.Krishnamoorti	6	716	32,220	2,000,000	179,000
	Suman Narayan Thakar	7	855	38,475	2,000,000	213,750
	Asha Prakash Kardale	8	855	38,475	2,000,000	213,750
	Shubhangi Sadashiv Dumbare	9	716	32,220	2,000,000	179,000
	Rajesh Shah	10	716	32,220	2,000,000	179,000
	Ashok Gopal Budhkar	11	855	38,475	2,000,000	213,750
	Vasant Hemant Jogdeo	12	855	38,475	2,000,000	213,750
Sindhu	Sushil Pitambarkumar Jain	1	1206	54,270	2,000,000	301,500
	Vaishal Dushyant Naik	2	1206	54,270	2,000,000	301,500
	Rajiv Balwant Sabde	3	1206	54,270	2,000,000	301,500

Building Name	Present Member	Flat No	Area Sq. Fts.	Rent Rs.	Betterment Charges Rs.	Refund Deposit Rs.
	On 31/3/2023					
	Sureshchandra Nivarutti Warghade	4	1206	54,270	2,000,000	301,500
	Ravindra Ganapati Beheray	5	1206	54,270	2,000,000	301,500
	Meera Mukund Shastri	6	1206	54,270	2,000,000	301,500
Krushna	Arati Devidas Sadekar	1	1172	52,740	2,000,000	293,000
	Mukta Vishwanath Sathey	2	1172	52,740	2,000,000	293,000
	Malay Shashikant Datar	3	1206	54,270	2,000,000	301,500
	Rambhau Annji Joshi	4	1206	54,270	2,000,000	301,500
	Yeshoda Parag Wakankar	5	1206	54,270	2,000,000	301,500
	Satish Vasant Alekar	6	1206	54,270	2,000,000	301,500
Godavari	Rashin Madhukar Limaye	1	1172	52,740	2,000,000	293,000
	Leela Dattatraya Gulavani	2	1172	52,740	2,000,000	293,000
	Rajaram Madhukar Joshi	3	1206	54,270	2,000,000	301,500
	Meera Balkrushna Shaligram	4	1206	54,270	2,000,000	301,500
	Ashwin Nandkumar Kulkarni	5	1206	54,270	2,000,000	301,500
	Anant Balkrishna Shafigram	6	1206	54,270	2,000,000	301,500
	Total		91792	4,130,640	204,000,000	22,948,000



BRIEF SPECIFICATIONS

1. RCC, MASONRY AND PLASTER & WATERPROOFING

- Earthquake resistant RCC structure
- AAC Block Masonry jointed with Green mortar
- Gypsum Finished internal plaster
- Double Coat Sand Faced External Plaster
- Waterproofing with 10 years guarantee

2. TILING

- Designer Common Entrance lobby
- 800mm x 1600mm Vitrified flooring in living & 800mm x 1200mm in other areas
- Engineered Wooden flooring in Master Bedroom
- 600mm x 1200mm vitrified tiles Dado in Toilets and anti skid flooring
- Granite Window Jambs in Toilets and Kitchen in Granite
- All window sills in Granite
- 600mm x 1200mm Vitrified tiles in Common Passages
- Vitrified steps in staircase
- All wall tops to be fitted with Granite

3. KITCHEN

- L shaped/ parallel Granite Kitchen top with SS sink.
- 600mm x 1200mm vitrified tiles Dado up to ceiling level
- Plain white glazed Tiles below Kitchen Platform
- Designer Glazed Tiles Dado above Platform
- Easy Dry in Dry Balcony/ Terrace
- Provision for washing machine/ water purifier
- Granite platform with sink in Dry Balcony/ Terrace

4. TOILETS

- Wall Hung Commodes with Soft closing seat Cover
- Flush Valve
- Designer Wash Basin
- Single Lever Bath Fittings of Grohe/ Jaguar equivalent

5. DOORS AND WINDOWS

- Euro Series Aluminium windows/ UPVC Windows with mosquito net
- Appropriate safety grills/ Invisible grills to be provided
- All doors with mortise locks

- Veneer finish main door
- Provision of Safety Doors
- Laminated internal doors

6. ELECTRIFICATION

- Concealed electrification with Polycab / Finolex cables
- Ample Points in the flat
- MCCB of required capacity
- Switches of Legrand/ Anchor / Schneider make
- LED Lights in entire flat to be Wipro / Philips / Havells make
- 3 phase mains wiring to entire flat
- Separate Distribution board for Fibre optic cable
- Generator Backup to all light points in flat
- All common LED lights connected to generator backup
- Well Protected Transformer as per MSEB requirements
- Earthing for the complete building to be as per MSEB specifications
- Lighting Arrestor as per MSEB high Rise Norms
- AC / Electrical duct to be provided with proper service ledges which are accessible
- Electric charging points for vehicles to be provided from common meter



7. PLUMBING

- Automatic water Level Controller for all Tanks
- Plumbing of best quality as per High Rise
- New Water Connection from PMC of sufficient Capacity
- MCCB of required capacity
- Switches of Legrand/ Anchor / Schneider make
- LED Lights in entire flat to be Wipro / Philips / Havells make
- 3 phase mains wiring to entire flat
- Separate Distribution board for Fibre optic cable
- Generator Backup to all light points in flat
- All common LED lights connected to generator backup
- Well Protected Transformer as per MSEB requirements
- Earthing for the complete building to be as per MSEB specifications
- Lighting Arrestor as per MSEB high Rise Norms
- AC / Electrical duct to be provided with proper service ledges which are accessible
- Electric charging points for vehicles to be provided from common meter



7. RAILINGS

- Toughened Glass Railings of 4' Height to all Balconies / Terraces
- SS Railings in staircase



8. PAINTING

- Plastic Emulsion paint in Rooms of Nerolac/Asian
- External Apex Ultima Protek or Equivalent paint
- OBD/ Washable paint in Staircases, passages & parkings

9. LIFTS & GENERATOR

- Number of lifts to be as per Fire NOC, with one lift shall be goods lift
- Lift to have auto rescue device
- Lift make – Schindler / Otis / Kone/ Johnson or equivalent make
- Generator Backup for all common Areas and light points in all flats

10. COMMON AMENITIES

- Composter Machine for wet garbage disposal.
- Furnished Clubhouse
- Furnished Society office with attached toilet.
- One room with toilet (separate WC and bath) for Servants / Security Staff on the ground floor with a wash basin outside the toilet.
- CC TV will be installed in common areas
- Single MDU unit for cable connection
- Coloured Video Door Phone
- Intercom facility between flats and security
- Well designed Entrance lobby with access control security system
- Solar Photo Voltaic system to generate electricity for the common lights /pumps /lifts thereby reducing maintenance costs.
- Name plate board at Entrance Lobby
- Beautiful large size letter boxes
- Paved / Tremix driveways
- Timer controlled common lights
- Water tanks will be tiled from inside and will have separate compartments
- Bore well (if there is water table)
- Rain Water Harvesting
- Universal Access Entrance lobbies to be provided
- Well designed Compound wall with decorative gates
- Pigeon Net will be fixed to all toilet ducts



11. RECREATIONAL FLOOR/ ACTIVITIES

- Landscape Garden
- Party Lawn
- Well Equipped Gymnasium
- Swimming Pool

- Senior Citizen Katta
- Children Play Area
- Temple
- And Much More as per design

12. MISCELLANEOUS

- Smart systems to monitor various systems
- Anti pest treatment at the time of building construction
- Firefighting system as per NBC norms/PMC NOC
- Alternate Backup pumps
- Common visitor's parking



NYATI SHUBHAM NIRMAN DEVELOPERS LLP

LLPIN: ACD-5993

**Reg. Office: Nyati Unitree, S No.103/129, B/C CTS No.1995 1996B, Yerwada,
Pune Maharashtra – 411006**

**EXTRACT OF RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF NYATI SHUBHAM
NIRMAN DEVELOPEPRS LLP HELD ON FRIDAY, OCTOBER 27, 2023 AT THE REGISTERED OFFICE OF THE
LLP AT NYATI UNITREE, S NO.103/129, B/C CTS NO.1995 1996B, YERWADA, PUNE MAHARASHTRA –
411006 AT 12.00 NOON**

AUTHORITY TO SIGN/EXECUTE MOU:

"RESOLVED THAT the following Designated Partners of the LLP -

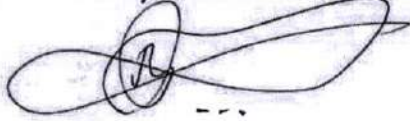
1. Mr. Nitin Nyati or Mr. Piyush Nyati or Mr. Pranav Nyati (any one) and
2. Mr. Sandeep Maheshwari and
3. Mr. Vinay Badera

are hereby authorized in the name and on behalf of the LLP to sign and execute jointly, the MOU of Redevelopment with the Pune Patrakar Sahakari Griha Rachana Sanstha Maryadit Co-operative Housing Society, and to do all or any of the acts, deeds, matters and things as may be considered expedient and necessary on behalf of the LLP in this regard.

RESOLVED FURTHER THAT Mr. Nitin Dwarkadas Nyati (DPIN: 00018801), Designated Partner of the LLP be and is hereby authorized to sign/forward a certified true copy of this resolution to concerned authorities for their information, records and necessary actions."

-CERTIFIED TRUE COPY-

For Nyati Shubham Nirman Developers LLP



**Nitin Dwarkadas Nyati
Designated Partner
DPIN: 00018801**



Date : 16/06/2023

To,
The Chairman,
 Pune Patrakar Sahakari Griharachana Sanstha,
 Patrakar Nagar, Off. S. B. Road,
 Pune - 16.

Subject : Revised offer for Redevelopment of "Pune Patrakar Sahakari Griharachana Sanstha" located at Patrakar Nagar, Off. S. B. Road, Pune-16.

Dear Sir / Madam,

We thank you for considering us for the redevelopment of your society. With reference to your email dated 09/06/2023, we are hereby pleased to submit our revised offer for redevelopment.

COMMERCIAL TERMS TO BE SUBMITTED BY DEVELOPER

Sr. No.	Description	Society's Minimum Requirements	Developer's Offer Final offer
1.	Free of cost RERA carpet area offered to Society (the details of existing carpet area had been given earlier). As per Existing configuration of 6 buildings with 2 units each, a Total of 12 Duplexes to be accommodated on Ground/Podium with	As per RERA. A clear indicative block plan is expected during the presentation to the members.	Total Area offered : 2,00,300 Sq. Ft. ✓

Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshringi Temple, S.B. Road, Pune- 411016
 020 2566 6863
 info@shubham.biz www.shubham.biz
 CIN : U45209PN2010PTC135885



ISO 9001 : 2015
 ISO 14001 : 2015
 OHSAS 18001: 2007

गृहसंस्था संघ
 नं. PNA/HSG 7
 ग. 30 - 1 - 1901
 ग.
 र, पुणे - 411 006.



	Additional area and no building above the duplexes.		
2.	Area for Samaj Mandir(P - Line Area)	20, 000 Sq. fts. In separate block of 4 floors maximum.	Yes. Area - 20,000 Sq. Ft.
3.	Corpus fund offered a. for existing members b. for new purchaser	Rs. 5 Lacs per member Rs. 7 lacs per members	Rs. 5,00,000/- Per Existing Member Rs. 7,00,000/- Per New Member
4.	Inconvenience Money/ Betterment Charges offered to each existing member before vacating their respective Unit.	Rs. 20 Lacs per existing member.	Rs. 20,00,000/- Per Existing Member Rs. 2,00,000/- At the time of Vacant Possession of existing flat & Rs. 18,00,000/- At the time of Possession of New Flat.
5.	Shifting and transportation charges to per existing member. - To be paid at the time of vacating of the present Unit and - Fixed amount to each Unit owner.	Rs. 50,000/-	Yes. Rs. 50,000/-



RX

Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshringi Temple, S.B. Road, Pune- 411016

020 2566 6863

Info@shubham.biz www.shubham.biz

CIN : U45209PN2010PTC135885



ISO 9001: 2015

ISO 14001: 2015

OHSAS 18001: 2007

6.	Rent offered for Temporary Accommodation per month till handover of the proposed tenements to each existing member.	45 Rs. per sq.ft. on existing Rera carpet	Yes. Rs. 45/- Per Sq. Ft. on existing Rera carpet ✓
7.	% Increase in rent every year till possession of the flats to existing members	5 % Compulsory	Yes. 5 % Increase Per Annum ✓
8.	Refundable Deposit	Rs. 250/- per sq. Ft. on existing RERA Carpet.	Yes. Rs. 250/- Per Sq. Ft. on existing RERA Carpet. ✓
9.	Society members may desire to purchase additional 100 sq. ft. from saleable area apart from the free area offered by Developer at concessional price. Saleable area = RERA Carpet area * 1.35 (As per RERA)	Min. 100 sq. ft. from saleable area (Developer to indicate maximum area for Discounted Rate)	Discounted Rate: Rs 13,000/- Per Sq. Ft. for a Maximum of 100 Sq. Ft. Saleable Area ✓


Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshringi Temple, S.B. Road, Pune- 411006
 020 2566 6863
 info@shubham.biz www.shubham.biz
 CIN : U45209PN2010PTC135885



ISO 9001: 2015
 ISO 14001: 2015
 OHSAS 18001: 2007

नं. PNA/HSC
 ता. ३०-१-१९
 ता.

अ. पुणे - ४१

10.	Society members may desire to surrender the free area offered by the Developer (Partially/ Completely).	Please Share the price for surrender of area along with Payment Schedule.	Rate for Surrender : Rs 12,000/- Per Sq. Ft. 10% Payment on Agreement & 90% on Possession of new flat
11.	Covered parking Should get min. Free of cost (135 sq. Ft.) With electrical vehicles charging power point.	2 car parking (2.5 X 5.0 MTRS) + 2 scooter parkings (1.0 X 2.0 Mtrs.	Yes.
12.	PAYMENT FOR LAND CONVERSION CHARGES (NAJARANA) (Non refundable)	Estimated cost for conversion of land from Class II to Class I shall be paid by the Developer in the name of the Society within 6 months or before 8th March 2024 whichever is earlier from the date of appointment of the Developer.	Conversion Cost : Approximately Rs. 4 Crores
13.	Bank Guarantee	a. Rs. 10 Cr BG shall be issued towards the Rent for the tenure of	Yes, Rs 10 Crore Bank Guarantee.

NOTA
ARUN BC
PUN
MAHARA
Road No
EXP. DL. 2
GOVERNMENT

पुणे पत्रकार सह. मू.
रजि. नं.
६९८ ता.
ता.
पत्रकारनगर,

Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshringi Temple, S.B. Road, Pune- 411016

020 2566 6863

Info@shubham.biz www.shubham.biz

CIN : U45209PN2010PTC135885



ISO 9001 : 2015

ISO 14001 : 2015

OHSAS 18001: 2007

		36 months from the date of vacating of the premises. The said 25% of such Bank guarantee shall be released after every 12 months.	
		b. Rs. 35 Cr BG shall be a performance Bank Guarantee which shall be released in 4 stages	Yes, Rs 35 Crore Bank Guarantee. To be released in 4 stages: 1. On sanction of entire plan. 2. On completion of Plinth. 3. On completion of RCC Work. 4. On completion of the project.
14.	Reimbursement of Redevelopment Charges to the Society.	1.5% of the Construction Cost of the Project.	To be discussed mutually. (Up to Rs. 1 Crore Maximum)
15.	Penalty for extension of the redevelopment tenure beyond 36 months + 6 months	The developer has to specify as per industry practice.	10 % Increase in Rent

Yours Sincerely

For Shubham EPC Private Limited



Authorized Signatory

Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshrungi Temple, S.B. Road, Pune- 411016

020 2566 6863

info@shubham.biz www.shubham.biz

CIN : U45209PN2010PTC135885



ISO 9001: 2015

ISO 14001: 2015

OHSAS 18001: 2007





UPGRADED SPECIFICATIONS

1. FLOORING

- Common Passages : 600 x 1200 mm Tiles
- Common Staircase - Vitrified Tiles & Granite Tiles for main staircase

1.2 FLAT FLOORING

- 800 x 1600 mm in Living Room, 800 x 1200 mm in other Rooms.
Master Bedroom will have engineered Wooden Flooring
- Bathroom Dado 600 x 1200 mm Full Height with Antiskid Flooring
600 x 1200 mm
- Kitchen Dado 600 x 1200 mm till Ceiling & Plain Glazed Tiles below Platform

2. WINDOWS :

- UPVC windows with Mosquito Mesh

3. TERRACE / BALCONY RAILING :

- 4 Feet High with Sandwiched Toughened Glass

4. ELECTRIFICATION :

- Separate Distribution board for Fibre optic cable
- Generator backup of 1 kw to each flat

5. PLUMBING :

- Single Stack Plumbing System of Huliott / equivalent make

6. LIFESTYLE AMENITIES :

- Well Equipped Gymnasium
- Club House
- Children's Play Area
- Indoor Games Room
- Swimming Pool
- Yoga Zone
- Crèche
- Baby / Children Pool
- Cafeteria
- Work From Home Area / Conference Room



[Handwritten signature]

Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshringi Temple, S.B. Road, Pune- 411016
020 2566 6863

info@shubham.biz www.shubham.biz

CIN : U45209PN2010PTC135885



ISO 9001: 2015
ISO 14001: 2015
OHSAS 18001: 2007

- Gazebos
- Library
- Senior Citizen Katta
- Party Lawn
- Reflexology Path
- Jogging Track
- Sitouts
- Party Area
- Barbecue Zone
- Organic Waster Composter Machine
- Pantry with Basin on Top Terrace
- Courier Drop Off Zone
- Guest Waiting Area / Reception
- Access Control System
- EV Charging Stations

(We will provide EV Charging station from the Common Meter. The Tariff for EV Charging from Common Meter is at a concessional rate of Rs. 5.50/- Per Unit)

This is not a exhaustive list of specifications and the same can be discussed as per the society requirements. We believe that redevelopment can only be achieved by understanding individual requirements.



Shubham EPC Private Limited

401, Amit Crystal, Opp. Chaturshringi Temple, S.B. Road, Pune- 411016

020 2566 6863

info@shubham.biz www.shubham.biz

CIN : U45209PN2010PTC135885



ISO 9001 : 2015

ISO 14001 : 2015

OHSAS 18001: 2007

6. गृहचर्चा संस.
रजि. नं. PNA / HC
596 ता. 30-1-
ता.
कारनगर, पुणे

18th October 2023

To,
The Secretary,
Pune Patrakar Co-op Housing Society Ltd.,
Patrikar Nagar ,
Pune – 411016.

Sub : Redevelopment of Patrikar Nagar

Dear Sir,

This is with reference to our financial offer towards redevelopment of Patrikar Nagar. We are hereby increasing our offer by 1200 sft of Rera carpet area. Hence the total Rera carpet area given to society will be 2,01,500 sft instead of 2,00,300 sft which was our final quote. Rest all terms remain the same.

Thanking You ,

For Nyati Shubham Nirman Developers LLP



Sandeep Maheshwari

(Partner)



NYATI SHUBHAM NIRMAN DEVELOPERS LLP ,
Nyati Unitree , CTS No 1995(B+C)+1996 B, Yerwada, Nagar road , Pune- 411006
email: sandeep@nirmandevelopers.in