



महाराष्ट्र MAHARASHTRA

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DM 798596

अनु. क्र. 4128 दि. 23 JUN 2025 500/-
 पु. शु. क्र.

दस्तावेज प्रकार MOU

इसका नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे नाव Archananagari Sahakari Gruharachana
 संस्था मार्यादा

मुद्रांक विकत घेणाऱ्याचे नाव CTS. 943, Erandwane, Pune 411038.

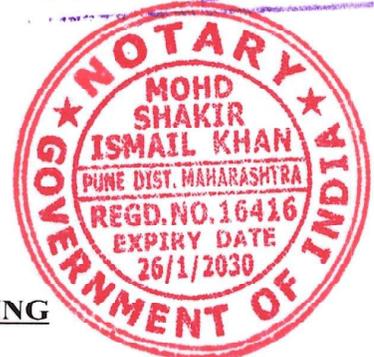
पत्ता Deshpande Shendkar Reality LLP.

दुसऱ्या पक्षकाराचे नाव Kapil Savale, Nani Peth, Pune 411004.

हस्ताक्षरकर्त्याचे नाव व पत्ता
 श्री. एस. जी. बनवकर
 पत्ता: ... 2209098

मुद्रांक विकत घेणाऱ्याची सही

नॉटरी कोषागार अधिकारी
 16 JUN 2025
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE
 AND EXECUTED AT PUNE ON 14th DAY
 OF July, 2025.

[Signature]

[Signature]

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
 मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.



महाराष्ट्र MAHARASHTRA

2024

DM 798597

क्र. 4129, दि. 23 JUN 2025, 500
मुद्रांक प्रमाण
MOU

दस्तावेज प्रकार

दस्तावेज नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन Archamanagari Sahakari Gouharachang
मुद्रांक दिकत घेणाऱ्याचे नांव Sanstha Maryadit.

पत्ता CTS-943, Esandwane Pures.

दस्तावेजा पक्षकाराचे नांव Deshpande Shendkar Realty LLP, Pures.

हस्ताक्षरकर्त्याचे नांव व पत्ता Kapil Savale, Nani Pethi.

K. Savale

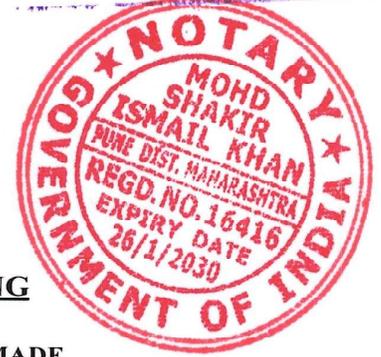
सं. एम. जी. बज्रकर
पत्तना क्र. 2204098
424 नदी बंद, गंजवे लोक, पुणे-42

मुद्रांक दिकत घेणाऱ्याची सही



16 JUN 2025

मध्यम मुद्रांक लिपीक
कावागार पुणे कारिता



MEMORANDUM OF UNDERSTANDING

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कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

BETWEEN

ARCHANANAGAR SAHAKARI GRUHARACHANA SANSTHA MARYADIT

A society registered under the provisions of Maharashtra Co-Operative Societies Act, 1960, having registration bearing No. PNA/(PNA)/HSG/(TC)/1707/1989-90 dated 27/10/1989.

Situated at: CTS No. 943, S. No. 39/2/2, Erandwane, Pune 411038.

Through its duly authorized –

1. CHAIRMAN – MR. PRASHANT HANUMANT BHOSALE

Age: 53 Years, Occupation: Service,

PAN: AAUPB8278P

R/at: Flat No. 09, Building No. 3, Archananagar CHS,
CTS No. 943, S. No. 39/2/2, Erandwane, Pune 411038.

2. SECRETARY – MR. AMIT KENCHANAGOUDA PATIL

Age: 44 Years, Occupation: Service,

PAN: AMYPP2667E

R/at: Flat No. 12, Building No. 1, Archananagar CHS,
CTS No. 943, S. No. 39/2/2, Erandwane, Pune-38.

3. TREASURER – MR. MANOJ MADHAV KACHARE

Age: 56 Years, Occupation: Business,

PAN: ALXPK2456Q

R/at: Flat No.03, Building No. 2, Archananagar CHS,
CTS No. 943, S. No. 39/2/2, Erandwane, Pune-38.

Hereinafter referred to as the “**SOCIETY**” (Which expression shall unless repugnant to the context or meaning thereof shall mean and include the said society, its office bearers, and its members and their respective legal heirs, representatives, assigns and administrators etc.)

**... THE PARTY OF THE FIRST PART
AND**

DESHPANDE SHENDKAR REALTY LLP

A Registered Partnership Firm,

Address: 101 & 102, First Floor, Dhutpapeshwar, 4 Plot

No. 2, Mrityunjay Co-op. Hsg. Society,

Mayur Colony, Kothrud, Pune 411038.

PAN: AAWFD 4206 D



Through its Managing Partners –

1. MR. PRASAD GIRIDHAR DESHPANDE

Age: 59 Years, Occupation Business,
PAN: AHEPD 7728 H
R/at: E-501, Vatsalya Nagari, Near Guruganesh Nagar, Kothrud,
Pune 411038.

2. MR. ABHISHEK PRASAD DESHPANDE

Age: 36 Years, Occupation: Business,
PAN: ASNPD 2559 E
R/at: E-501, Vatsalya Nagari, Near Guruganesh
Nagar, Kothrud, Pune 411038.



3. MR. KARAN DEEPAK TAMBE

Age: 36 Years, Occupation: Business,
PAN: AIAPT 8446 R
R/at: Flat No. E-5, Sai Prasad Apartment, Kumbre Township,
Near Ashish Garden, Kothrud, Pune 411038.

4. MRS. SHILPA RAHUL BHARADE

Age: 50 Years, Occupation: Business
Pan no. : ARUPK1769P
R/at: 24 K Opula, Vishal Nagar,
Pimple Nilakh, Pune 411027.

5. MR. PRANAV VIJAY SHENDKAR

Age: 36 Years, Occupation: Business,
PAN: BYEPS 1830 F
R/at: 986, Prashant Nagar, LBS Road,
Deluxe Laundry Lane, Navi Peth, Pune 411030.

6. MR. SUSHIL CHITTRANJAN ASHTEKAR

Age: 35 Years, Occupation: Business,
PAN: AKLPA 5761 D
R/at: 39/8, Gorakh Bunglow, Galli No.8, Prabhat
Road, Kohinoor Karyalaya, Karve Road, Pune
411004.



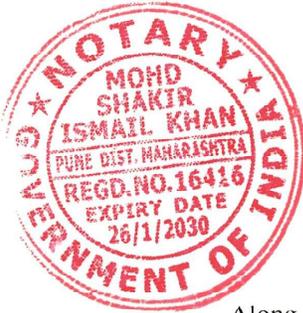
Hereinafter referred to as “**THE DEVELOPER**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include the said Firm, its present and future partners, their respective heirs, representative, executors, administrators and permitted assigns etc.)

... **PARTY OF THE SECOND PART**

WHEREAS,

A. DESCRIPTION OF THE PROPERTY:

All that piece and parcel of the land bearing Survey No. 39, Hissa No. 2/2, Corresponding CTS No. 943, of an area admeasuring about 7734.87 sq. mtrs., (Area as per Sale Deed) situated at village Erandwane, Pune, situate within the limits of Pune Municipal Corporation and within the Registration District of Pune and Sub Registrar Taluka Haveli along with 8 buildings named “**Archananagar Sahakari Gruharachana Sanstha Maryadit**” constructed thereupon having **123 Residential Flats & 11 Shops**, which is bounded as under:



On or towards East	: Colony Road,
On or towards South	: S. No. 39/2/1 & Gulawani Maharaj Road,
On or towards West	: Nala and boundary of Kothrud village,
On or towards North	: S. No.39/1.

Along with compound, fence and together with the underground and overhead water tanks on each building, electric pumps, drain, ways, paths, and other successive delivery pipes and also together with the balconies, passages, staircases in each building and other amenities rights privileges and appurtenances whatsoever attached to the said land including the common & open space or any part thereof and all the easementary rights thereto.

The said entire property (Plot and Building standing thereon) is hereinafter collectively referred to as “**SAID PROPERTY**” and individually referred as “**SAID LAND**” and “**SAID BUILDING**” respectively.



B. IT IS NOTED FROM THE RECORDS THAT –

(i) The said property was originally belonged to Mr. Shamrao Moreshwar Kulkarni & Mr. Laxman Moreshwar Kulkarni (Herein after referred said owners).

(ii) The said property attracted the provisions of Urban Land Ceiling Act, 1976, and the said owners held the surplus land as per the provisions of the said Act. That, the said erstwhile owners submitted the scheme before the Government of Maharashtra under the provisions of Section 21 of the ULC Act, 1976.

(iii) The State Government of Maharashtra, Competent Authority Pune Urban Agglomeration was pleased to grant exemption in respect of the said land in favour of the said owners.

(iv) As per the exemption order bearing No. 785 A- ULC-WSHS-21/785-1470-1475K dated 09/03/1984 and further order dated 31/03/1986 the said owners were allowed to construct the flats on their aforesaid exempted land. That, the Government of Maharashtra allowed to construct 123 Residential Flats and 11 Shops on the aforesaid property to the owners.

(v) The said owners were unable to develop the said property and hence decided to assign the development rights in favour of M/s. A. V. Mulay & Co., the Proprietary Firm, through its Proprietor Mr. Anant Vitthal Mulay. Accordingly, the agreement was executed on 03/08/1983 along with the irrevocable power of attorney was also executed in favour of the promoter.

(vi) Thus, by virtue of the said agreement and power of attorney executed by the said owners, M/s. A. V. Mulay & Co. commenced the work of development on the said land and submitted the plans of construction to the Pune Municipal Corporation which has been sanctioned by PMC and issued commencement certificate in favour of the said promoter.

(vii) M/s. A. V. Mulay & Co., the promoter constructed 8 buildings on the said land called, "Archananagar" as per sanctioned plan by the Pune Municipal Corporation, which consisting of 123 Residential Flats and 11 Shops and the same have been sold to various purchasers by different agreements and thereby the flat and shop holders have formed and registered a Co- operative



Housing Society which is registered under Registration No. PNA/(PNA)/HSG/(TC)/1707/1989-90 dated 27/10/1989, as per the provisions of the Maharashtra Co-operative Housing Act, 1961.

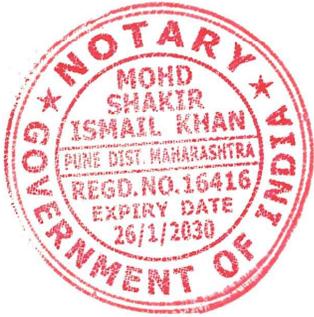
(viii) Thereafter, M/s. A. V. Mulay & Co. failed to execute the final conveyance in favour of the Society as per the provisions of law, the said purchaser society filed a Civil Suit against the said M/s. A. V. Mulay & Co. in the Court of Civil Judge Junior Division Pune bearing No. 2331/90. That, the Hon'ble Court was pleased to pass a decree in favour of the Society and directed the promoter -M/s. A. V. Mulay & Co. to execute the Sale Deed in favour of the Society. Thereafter, the Society filed the Darkhast proceedings for the order which is bearing 292/97 and in the said Darkhast proceeding, the Court Commissioner was appointed to execute the Sale Deed in favour of the Society.

(ix) Accordingly, the Sale Deed was executed by Mr. Laxman Moreshwar Kulkarni, Mr. Shamrao Moreshwar Kulkarni & Mr. Anant Vitthal Mulay, the Proprietor of M/s. A. V. Mulay & Co. in favor of Archananagar Sahakari Gruharachana Sanstha Maryadit, and its members through the Court Commissioner on 27/11/1988 and the same is duly registered in the office of Sub-Registrar Haveli No. 4 at Serial No. 6988/2002. Thus, by virtue of the said Sale Deed, the Society has become the absolute owners of the said property and the name of the said society is mutated in the property card.

C. The buildings upon the Said Property is pretty old and lacks the modern amenities and facilities which are essential for the senior citizens as well as other members of the Society.

D. The Party of the First Part i.e. the Society and its members decided to redevelop the said Property through a competent developer who (developer) shall carry out the entire redevelopment and construct at its own cost for the existing members of society of residential flats as agreed and decided during the various meetings and in lieu thereof shall be entitled to avail rights of development and sale of the balance floor area/ units from the proposed redeveloped/ new building.

E. Accordingly, the Party of the First Part / Society / has passed Resolutions dated 1st June 2019 regarding the redevelopment of the said property.



F. The Managing Committee is a validly elected committee and all committee members have complied with all provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules, 1961 and the bye-laws of the Society so as to validly continue as committee members.

G. The Society has complied with and shall always comply with all the provisions of the Maharashtra Co-operatives Act 1960, the Maharashtra Co-operative Societies Rules 1961 and the bye-laws of the Society and the Society has not done any act, deed, matter or thing which is or shall be in contravention to the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules, 1961 and/or the bye-laws of the Society or which shall in any manner hamper the redevelopment of the said Property.

H. The managing committee of the said Society finalized the specification, amenities, and commercial terms for redevelopment after taking the inputs and consent of the members. That the Society decided to invite tenders by invitation only with a view to get the offers only from the known and reputed developers.

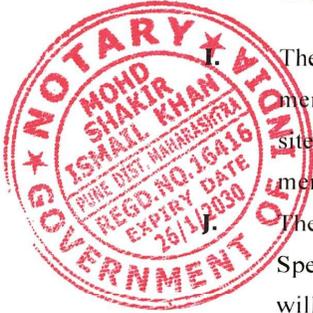
I. The office bearers and managing committee of the Society and its members scrutinized various offers and visited the developed sites and the sites under development of concerned developers along with some members of the Society.

J. The Society and its members i.e., Party of the First Part organized a Special General Body Meeting on **23/03/2025** to finalize developer who will redevelop the Property of the society at its own cost as per the proposal given by the said Developer.

K. The appropriate quorum were present for the said meeting and majority of members voted in favour of **D&T PROEPRITIES'**. That the representative of Co-Operative Department was also present for the said meeting.

L. **D&T PROPERTIES** decided to form a Special Purpose Vehicle (SPV) to carry out and complete the subject project and requested the society to allow them to conduct the project in the name of '**DESHPANDE SHENDKAR REALTY LLP**'. This request was accepted by Party of the First Part and its members.

M. The Party of the First Part and its members resolved to appoint '**DESHPANDE SHENDKAR REALTY LLP**' A Registered Partnership firm, through its Partner – Mr. Prasad Deshpande, as



developer for re-development of the said property as per the Tender dated 19/10/2024 and the Final offer given in presentation dated 23/03/2025 submitted by the said Developer i.e. Party of the Second Part was found most reasonable and reliable. Mr. Prasad Deshpande and Mr. Pranav Shendkar will be point of contact.

N. That, the Chairman Mr. Prashant Bhosale, the Secretary Mr. Amit K. Patil and the Treasurer Mr. Manoj Kachare of the Society were authorized on behalf of the Society to convey their decision in writing to 'DESHPANDE SHENDKAR REALTY LLP through Letter of Intent and accordingly Letter of Intent is also issued in the name of 'M/s. D & T Properties' through its partners Mr. Prasad Deshpande & Mr. Pranav Vijay Shendkar dated 30/03/2025 subject to the terms and conditions mentioned therein. That, the Deputy Registrar, Co-operative Societies, Pune City (1) is pleased to give his approval for the same.

O. That, the Developer intends to start its planning on the proposed project e.g. demarcation, title verification, applying for various NOC's required for the proposed project and finalize plans with the members as per their requirements considering the area which the members are planning to purchase in addition to free area offered to them and /or area to be surrendered to the Pune Municipal Corporation for road widening etc. Also, will share society office and Lit Board immediately after execution of this MOU.

P. That, the members of the Party of First Part have passed the Resolution on 27th March 2025 in the Special General Body Meeting and it was further resolved that the Managing Committee through Chairman, Secretary and Treasurer shall sign and notarized the present MOU and copy of the said resolution is annexed herewith Annexure.

Q. Pursuant to the said resolution, the Party of the First Part Society, issued a Letter of Intent to the Party of the Second Part on 30/03/2025 and accordingly, all the parties i.e. the Party of the First, Second Part and third part are executing this Memorandum of Understanding (MOU) for the interim period prior to execution of the Development Agreement and the Power of Attorney to be executed by the Party of the First, Second, Part, as per the agreed terms which reads as under.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER: -

1. That Party of the First Part / Society along the consent of its agrees to



entrust the development rights of the said property in favour of The Party of The Second Part/Developer purely on the basis of the Tender dated 19/10/2024 and the final revised offer given in presentation dated 23/03/2025 and the assurances given by the Party of The Second Part/Developer from time to time. That the LOI dated 30/03/2025 is given on the basis of the said offer and assurances. That the said final offer is part and parcel of this MOU and is the essence of this MOU.

2. That the consideration for the redevelopment rights which are agreed to be given to the society and its members is as per the Final Offer is as under:

A. ADDITIONAL AREA: It has been agreed between the parties that the Party of the Second Part / Developer shall allot free of cost an additional RERA carpet area (net usable area including adjacent balcony as per PMC Rule) of **105% extra RERA Carpet Area** on the existing RERA carpet area to each member.

B. LICENSE FEE/RENT: That, the Party of the Second Part / Developer has agreed to pay per month license fee/Rent for an alternate accommodation of the existing members @ **Rs.60/- (Rupees Sixty Only) per sq. ft. on existing RERA Carpet per month** for residential flat holders, **Rs.350/- (Rupees Three Hundred Fifty Only) per sq. ft. per month** for commercial unit/Shop holders with an **increment of 10%** every year from the date of vacate possession till the possession of the new flat/units are handed over within the stipulated time. That this rent amount shall be paid by 7th of every month through ECS mode to the account of the member. That, the Party of the Second Part has agreed to pay three month's license fees in advance as refundable rent deposit.

C. TO & FRO CHARGES: That, the Party of the Second Part has also agreed to pay **Rs.50,000/- (Rupees Fifty Thousand Only)** for residential flat holders and **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)** for commercial unit/Shop holders towards TO and FRO charges to each existing members of the Party of the First Part. Out of the said amount **50%** of To & Fro charges shall be paid at the time of vacating existing premises and the remaining **50%** of To & Fro charges shall be payable at the time of handing over the newly constructed flats.

D. BETTERMENT CHARGES: That, the Party of the Second Part has further agreed to pay an amount of **Rs.550/- (Rupees Five Hundred and Fifty Only)** on existing RERA Carpet per sq. ft. for each existing



members towards the betterment charges (non- refundable) to all existing members of the Party of the First Part, individually. Out of the above-mentioned amount 50% of betterment charges shall be paid by the developer to each of the member at the time of vacating the existing flats. And the remaining 50% amount shall be paid at the time of handing over the newly constructed flats.

E. BROKERAGE AMOUNT: That, the developer has agreed to pay brokerage of **1 month's rent** for hiring new leave and license premises to every member and the same shall be payable at the time of vacating the existing premises.

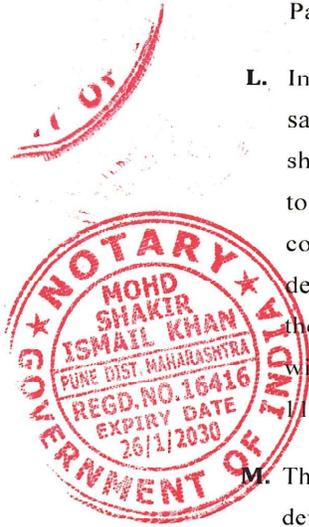
F. CORPUS FUND: That, the Party of the Second Part / Developer has agreed to contribute and pay total amount of **Rs.7,00,00,000/- (Rupees Seven Crore Only)** on behalf of all existing members of the Society and shall collect **Rs.5,00,000/- (Rupees Five Lakh Only)** from the new flat/unit purchasers i.e. incoming members towards the Corpus Fund and shall be deposited in the Society's Account. That, the Party of the Second Part has agreed to transfer the said Corpus Fund at the time of completion of the project.

G. CONCESSIONAL RATE FOR PURCHASE OF ADDITIONAL AREA: That, the Party of the First Part wishes to purchase an additional area, the concessional rate applicable shall be **Rs.13,000/- (Rupees Thirteen Thousand Only) per sq. ft. up to 200 Sq. ft.** (1.35 salcable) (which shall be chargeable on saleable area) saleable area other than the free area offered by the developer. If any existing member of the Party of the First Part wishes to purchase an **additional area exceeding 200 sq. ft. then the rate applicable shall be Rs.14,000/- (Rupees Fourteen Thousand Only) per sq. ft.** (Note: Saleable area for residential shall mean usable Carpet area + 35%). That, the charges stamp duty, GST and registration charges for the additional area purchased by all Society Members shall be borne by the respective members and that the Party of the Second part shall not be liable to pay the same. In case of offered area is less than eligible area then developer should compensate the member the difference area at Rs 13000 per sq ft for difference below 200 sq ft and at rate of Rs 14000 per sq ft for difference in area equal to or above 200 sq ft.

H. PARKING SPACE: That, it has been further agreed by the Party of the Second Part/Developer to allot one covered car parking and parking slots for 2 two-wheelers parking to every existing member along with electric vehicle charging power point to each member's parking.



- I. M.S.E.B. CHARGES:** That, the Party of the Second Part/Developer shall install the new 3-phase M.S.E.D.C.L. meters and transformers (if required) at its own costs.
- J.** That, if the existing member of the Party of the First Part desires to purchase additional units, they shall purchase at the prevailing market / launch rate as prescribed by the developer.
- K. CONVEYANCE:** That, the Conveyance Deed agreed to be executed and registered by the Party to the Second Part/Developer **within 06 (Six) months** from the date of receipt of Final Completion/Occupation Certificate. The Party to the Second Part/Developer shall bear all the cost regarding the same.
- L.** In case of shopkeepers who opt for continuing their business in same premises, which they are currently occupying, the developer should provide temporary sturdy and safe structures at his own cost to the respective shopkeepers till the construction of permanent commercial premises are completed. In such case the rent, rent deposit, brokerage and the shifting charges will not be provided by the developer to the respective shopkeeper. Also in such case they will receive betterment charges as per details mentioned in section 11 D.
- M.** The Party to the Second Part/Developer shall execute and register definitive Permanent Alternate Accommodation Agreements (PAAA) with existing members of the Society and the same shall be executed **within 3 months** from the date of obtaining of RERA Registration Certificate.
- N. DEFECT LIABILITY PERIOD:** The Party to the Second Part/Developer shall redevelop the Property to the highest quality standards, in compliance with all relevant building codes. That the Party of the Second Part/Developer has agreed for construction warranty of **5 Years** and waterproofing warranty for **10 Years** as per the provisions of RERA from the date of Completion / Occupation Certificate issued by Pune Municipal Corporation.
- O.** That, the Developer i.e., the Party of the Second Part has agreed to purchase and load entire additional paid / premium FSI/TDR, required for the entire proposed redevelopment project up to its 1st stage of sanction, in the name of "Archananagar Sahakari Gruhrachana Sanstha Maryadit" as per prevailing/current UDCP Rules.



P. PROJECT DURATION: That, the Party of the Second Part / Developer shall complete the construction work in all respect at its entire cost and risk and shall deliver possession of the flats to the members of the Society by obtaining Completion/ Occupation Certificate from Pune Municipal Corporation within **36 months with 06 months grace period** from the date of Bhoomi-Poojan as per schedule

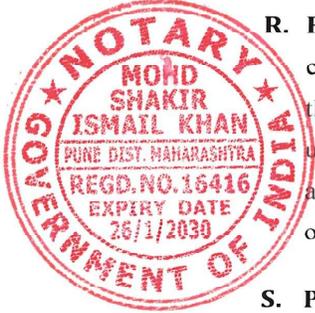
Q. PENALTY FOR DELAY: That, the Party of the Second Part / Developer has agreed to pay penalty **15% per annum** of the construction cost (as per that year's District Schedule Rates) of the existing member's flats to the Party of the First Part, if the delay is caused **beyond 42 months** from the date of Bhoomi- Poojan. That, if the delay caused due to natural calamities, strikes, lockdown, reasons beyond control of developer or due to any Government reasons shall be excluded from the clause of penalty. This Penalty for Delay is over and above the rent payable to the members at the relevant time. The Developer will keep paying rent even during Force Majeure Period as detailed above.

R. FUTURE BENEFITS: In the event of enhancement of FSI by any changes in UDPCR (Beneficial), then it shall be incumbent upon the Society the appropriate decision at that particular point of time under the guidance of the Society's architect. That, in case there is a rise in the potential of land then the same is consumable by Party of the First Part/Society.

S. PREMIUM CHARGES: The Developer has agreed to pay an amount of **Rs. 20,00,000/- (Rupees Twenty Lakh Only)** vide Cheque in favour of Archananagar Sahakari Gruharachana Sanstha Maryadit as premium for the process of re-development of the said property, after sanction of Plan. That the aforesaid amount shall be released as per pro rata basis.

T. EARNEST MONEY DEPOSIT: The Party of the Second Part/Developer has already paid an amount of **Rs.50,00,000/- (Rs.Fifty Lakh Only)** to the Party of the First Part/Society before execution of this Indenture by Demand Draft (DD) dated 21.02.2025 bearing No.009294 drawn on HDFC BANK, PUNE.

U. SECURITY: The Party of the Second Part has agreed to provide Flats worth of **Rs.15,00,00,000/- (Rs. Fifteen Crore Only)** to the Party of the First Part as security for the completion of the project.



V. **BANK GUARANTEE:** The Developer has agreed to pay an amount of **Rs.20,00,00,000/- (Rupees Twenty Crore Only)** Archananagar Sahakari Gruharachana Sanstha Maryadit as bank guarantee at the time of final building plan is sanctioned from the PMC.

W. **ULC CHARGES:** It is further agreed between the parties that, certain portion of the said land was exempted by the Government under ULC Act, 1976. However, the said Act is now repealed, therefore the permission for the redevelopment of the said property is required to be obtained, by paying necessary charges and the same shall be obtained by the Developer from ULC Department. The developer shall pay the necessary charges of the same and shall obtain the permission from ULC, if required, before sanctioning of plans at his own cost and expenses.

X. The Party to the Second Part/Developer cannot sell the top terrace to anybody. It is property of the Party to the First Part/Society only. Further, the Side Margins, Podium, Open Spaces, Garden, Recreation floor etc. will be solely owned by the Party to the First Part/Society.

Y. That the entire proposed building shall be for **Residential as well as Commercial Purpose.**

3. That, the Managing Committee and members of the Society along with the developer shall jointly finalize the allotment before Development Agreement. In case delay is caused due to non-consensus of allotment amongst the members then such delay shall not be considered as the delay on developer's part.

4. That the Party of the Second Part/Developer has agreed to issue Allotment Letter in respect of the Flats to be allotted to the existing members immediately after registration of the project under the provisions of RERA. That, irrespective of whether the members are available or not, the allotment letters of all the members shall be given to the Party of the First Part.

5. The Party of the Second Part/Developer shall follow strict rules of construction and development as well as all Labor Welfare Laws while appointing laborers, sub-contractors and shall follow strict instruction and observation and the guidelines in that behalf as well as shall insure the said personnel. That, if despite all precautions, any mishaps happen or any accident happens the owner and the Party of the First Part, shall not be liable or accountable for any action / claims and the Party of the



Second Part shall keep indemnified the Party of the First Part. The entire responsibility of being 'Promoter' of a project under RERA including the responsibility towards third party purchasers/allottee, contractors, labors etc. shall be of the Party to the Second Part/Developer only.

6. The parties hereto expressly agree that the drafts of the Development Agreement and Power of Attorney shall be upon such terms and conditions as shall be mutually agreed between the parties and the parties shall jointly settle the final draft for the same.
7. That, it is specifically agreed by and between the parties that the members of the Party of the First Part shall ensure about the marketable title (Clear of Bank Loans, Mortgages, or any other charges) of their respective flats/units by submitting all the copies of their Agreement/s, Index-II, etc.
8. The parties shall co-operate with each other in the letter and spirit in which the transaction of Re-development has arrived at and within the basic principles of co-operation under the Maharashtra Co-operative Societies Act, as it is applicable as the Party of the Second Part.
9. The project will be RERA registered and all required statutory approvals from the concerned authorities shall be obtained by the Developer.

10. RERA COMPLIANCE:

- a. It is agreed between the Owner / Society, Developer, and the existing Members that all the provisions of Real Estate (Regulations and Development) Act 2016 are and shall be applicable to this present redevelopment scheme and the Developer shall register the redevelopment scheme with Authority under the RERA Act, 2016 within a period of 90 days at the earliest from the date of obtaining the 1ST stage of sanction of the Plan of the proposed Building or the proposed Building (s) from the amalgamated lands, whichever is later provide there shall be no administrative delays from governing authorities.
- b. The Developer shall comply with and carry out all the obligations and responsibilities cast upon the Developer as per the provisions of the said RERA Act, 2016. The Developer agrees that there will not be any deviation on the part of the Developer in respect of the obligations and responsibilities cast upon the Developer as per the provisions of the RERA Act, 2016 to the best of its knowledge and shall keep the society/owner and its members indemnified against the same.

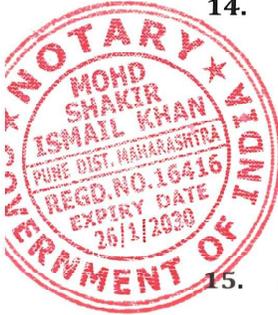


11. The possession of the existing members' flats and that of the new members/purchasers' flats who will be purchasing flats from party of the Second Part shall be delivered simultaneously as well as the construction progress shall be also a similar one this is prime condition of these presents.
12. It is assumed that plot / property / society / flats of existing members are not under any type of litigation or have charge of any other party / financial institution / developer / entity and in case of claim or charge by any other party or entity, the respective flat holders will clear or obtain No Objection Certificate (NOC) from bank or financial institute at its / their own cost before vacating their respective flats.
13. All the costs towards stamp duty, registration charges, PMC development charges for construction of proposed "New Flats" for existing flat owners' shall be borne by the Party to the Second Part / Developer. That any kind of The Goods and Services Tax (the "GST") or any other existing tax and the tax levied by the Government semi-Government authorities in future payable against the allotment of free of cost "New Flat/ Flats" as well as the GST applicable on the Development Agreement and Power of Attorney if any (except the GST applicable on the additional area purchased by the members) shall also be borne by the Party to the Second Part/Developer.

14. The Developer shall get the **1st stage Plan** sanctioned (along with Basic FSI, FSI 1.1 & Ancillary) in the name of Archananagar Sahakari Gruh Rahana Sanstha Maryadit and then only the members will be asked to vacate their respective flats/units. The 1st stage Plan shall include the Flats which are to be allotted to the existing members of the Party of the First Part.

15. **SUGGESTED ROAD MAP:**

- a. That immediately after mutation of name of the society on property card, the Developer shall apply for getting the Demarcation done in respect of the society land.
- b. That, the Developer shall provide the draft plan to the society for approval of members.
- c. The Developer shall provide the draft Development Agreement for approval of members simultaneously.
- d. The members are supposed to suggest necessary changes and finalize draft plan within the period of 1 month from the date of submission



of first draft plan to the members.

- e. Once the draft Development Agreement and draft plan is mutually settled and the area correction is done, the society shall endeavor to hold a Special General Body Meeting of the members of the Society to pass the necessary resolution for approval of draft Development Agreement and proposed building plan.
- f. The Developer shall submit the draft Development Agreement for adjudication of stamp duty.
- g. The Developer shall endeavor to obtain IOD from Pune Municipal Corporation simultaneously.
- h. The Developer shall obtain IOD from the central government, after the Development Agreement and Power of Attorney is registered.
- i. The Developer shall obtain EC and other clearances and submit the plan with basic potential for approval to Pune Municipal Corporation without waiting for registration.
- j. The Society and Developer shall register documents of Development Agreement and Power of Attorney immediately after adjudication.
- k. The Developer shall get the plan with 1st Stage Plan (equivalent to the area offers to all ACHS Members) sanctioned from PMC after getting IOD from the Central Government maximum within 12 months from the date of execution of Development Agreement.
- l. That the Developer shall give notice of vacation as under:
 - i) First intimation of vacation shall be given once the basic plan is sanctioned.
 - ii) Second notice of vacation should be given once the challan for 1st Stage Plan sanction is generated.
 - iii) Thirty days final notice of vacation shall be given once the plan with 1st Stage Plan is sanctioned.
- m. That once the entire building is vacated, the Society shall grant Letter of Entry to the Developer to allow him to commence construction activities as per sanctioned plan.
- n. That once the plan with 1st Stage Plan is sanctioned, the Developer shall register the project under the provisions of MAHA-RERA.
- o. That the Developer shall execute Permanent Alternate Accommodation Agreement immediately within 90 days from date of



registration of project under the provisions of MAHA- RERA.

- p. That the Developer shall complete the project within **36 months with 06 months grace period** from the date of Bhoomi-Poojan.
- q. The Developer shall execute Conveyance of superstructure within four months from the date of possession of redeveloped premises.

16. Excluding the said Flats/Units to be constructed for the use and benefits of the members of the Party of the First Part, the Party of the Second Part, at its risk as to costs and consequences, shall be entitled to mortgage the free sale flats/units available with the Party of the Second Part for obtaining project finance or any kind of financial assistance from any bank/s or financial institution and/ or any other money lender for that purpose execute and sign requisite documents such as Deed of Mortgage, equitable mortgage etc.

The Party of the Second Part shall keep the Party of the First Part harmless and indemnified there from. The Developer/proposed flat/unit purchasers, as the case may be, shall repay their loans without any reference to the Party of the First Part. The rights of mortgage are restricted to units coming to the share of the Party to the Second Part/Developer.

17. If, at the time of handover of the completed project to The Party to the First Part/Society, some flats remain unsold, then The Party to the Second Part/Developer shall be liable to contribute and pay to the Party to the First Part/Society the amounts of maintenance and related charges for such unsold flats until such time as they are sold.

The Party of the First Part / Society and its members shall pay and/ or clear all the electricity bills, N. A. tax, municipal taxes, or any other taxes or dues related to the said property or existing flats before vacating the premises or till vacating the existing flats to facilitate redevelopment of the said property.

19. It is further agreed by and between the parties that for the smooth functioning of the entire re-development process, the Party to the First Part/Society and its members shall be responsible for any title related issue of the individual member during the entire re- development process. That any such issue if raised shall be restricted in respect of the respective unit only and it shall not adversely affect the re-development process. Further if any dispute arises between The Party to the First Part/Society and The Party to the Second Part/Developer during the MOU period it should be resolved with the help of both parties (if



required involving the Project Management Consultant appointed by The Party to the First Part/Society).

20. That, the Party of First Part has accorded its consent through this MOU to issue the public notice in newspaper for the verification of the title. That if any objection is raised by any person the society or respective member shall remove the same at their cost before execution of Development Agreement.

21. That, the Developer i.e., the Party of the Second Part has agreed to load entire additional paid/premium FSI/TDR, required for the entire proposed re-development project, in the name of "Archananagar Sahakari Gruharachana Sanstha Maryadit" as per prevailing /current UDCPR Rules.

22. **TIME FRAME:** The developer agrees to abide by the below time frame-

a) That the Power of attorney shall be executed immediately after MOU and the Development Agreement **within 12 months** from the date of execution of this MOU.

b) The developer shall get the **1st stage of plan** sanctioned **within 4 months** from the date of receiving Environmental Clearance and IOD as per schedule from the Central Government.

c) The Society Committee and the Developer shall finalize flats/units/Shops allotments with the assistance of the Party of the Second Part, **within 3 months** from the date of execution of this MOU.

23. It is agreed by and between the parties that the Party of The First Part i.e. office bearers of the Society, shall become signatories to the Development Agreement and Power of Attorney. The Party of the First Part shall get necessary resolution to that effect passed from General Body.

24. That the Society Members shall execute and register their respective agreements/ Gift Deeds/ Release Deeds within the family, before execution of Development Agreement at their own cost. That it will be the responsibility of the Party of The First Part to update the membership and resolve the title related issues of the members if any.

25. It is further agreed by and between the parties that for the smooth functioning of the entire re-development process, the society and its members shall be responsible for any title related issue of the individual



member during the entire re-development process. That any such issue if raised shall be restricted in respect of the respective unit only and it shall not adversely affect the re- development process.

26. That this MOU is valid till the Execution of Development Agreement and Power of Attorney for the period of 12 **months** from the date of execution provided all the required procedure is duly completed by the society and if for any reasons whatsoever the Development agreement is not executed within the period of 12 **months** from the date of execution of the present MOU, then the said period shall be extended mutually by both the parties. After signing the DAPA this MOU will be cancelled automatically.
27. The rights conferred under this MOU will end after execution of the Development Agreement which is to be executed between the parties shall not be assignable to any other party.
28. The Party of the First Part has given its permission to the Party of the Second Part to put its board/s at the site after execution of this Indenture. All the costs and consequences shall solely be the responsibility of the Party of the Second Part.29.
29. That, apart from the terms and conditions mentioned in the said MOU, the terms and conditions mentioned in the tender document as well as revised offer letter shall be binding upon the Developer herein. All the requisite documents have been received by the Party of the Second Part from the Party of the First Part and that if any document is required then that document shall be obtained by the Party of the Second Part at its own cost.
30. The parties have signed this MOU at Pune at their free will and consent today i.e., on 14th day of July, 2025.
31. That this MOU is executed on the stamp paper of Rs. 1000/-.



SCHEDULE

[Description of the "Said Property"]

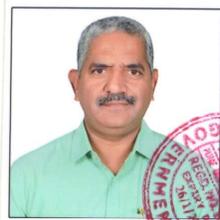
All that piece and parcel of the land bearing Survey No. 39, Hissa No. 2/2, Corresponding CTS No. 943, of an area admeasuring about 7734.87 sq. mtrs., (Area as per Sale Deed) situated at village Erandwane, Pune, situate within the limits of Pune Municipal Corporation and within the Registration District of Pune and Sub Registrar Taluka Haveli along with 8 buildings named "**Archananagar Sahakari Gruharachana Sanstha Maryadit**" constructed thereupon having **123 Residential Flats & 11 Shops**, which is bounded as under:

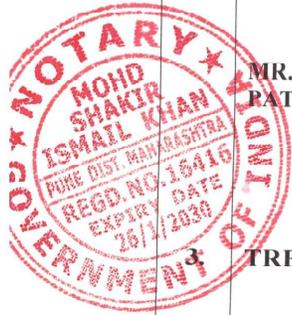
On or towards East : Colony Road,
On or towards South : S. No. 39/2/1 & Gulawani Maharaj Road,
On or towards West : Nala and boundary of Kothrud village,
On or towards North : S. No.39/1.

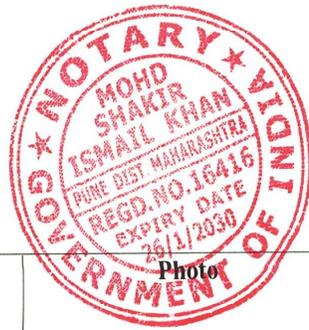
Along with compound, fence and together with the underground and overhead water tanks on each building, electric pumps, drain, ways, paths, and other successive delivery pipes and also together with the balconies, passages, staircases in each building and other amenities rights privileges and appurtenances whatsoever attached to the said land including the common & open space or any part thereof and all the easementary rights thereto.

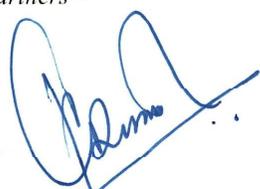
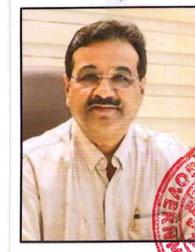


IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS MEMORANDUM OF UNDERSTANDING ON THE DAY AND DATE FIRST HEREIN ABOVE MENTIONED.

No.	Party of The First Part	Thumb Impression	Photo
1.	<p>ARCHANANAGAR SAHAKARI GRUHARACHANA SANSTHA MARYADIT</p> <p><i>Through its duly authorized –</i></p> <p>CHAIRMAN –</p>  <p>MR. PRASHANT HANUMANT BHOSALE</p>		 
2.	<p>SECRETARY –</p>  <p>MR. AMIT KENCHANAGOUDA PATIL</p>		 
3.	<p>TREASURER –</p>  <p>MR. MANOJ MADHAV KACHARE</p>		 





No.	Party of The Second Part	Thumb Impression	Photo
1.	DESHPANDE SHENDKAR REALTY LLP <i>Through its Managing Partners –</i>  MR. PRASAD GIRIDHAR DESHPANDE		 
2.	 MR. ABHISHEK PRASAD DESHPANDE		 
3.	 MR. KARAN DEEPAK TAMBE		 
4.	 MRS. SHILPA RAHUL BHARAIDE		 
5.	 MR. PRANAV VIJAY SHENDKAR		 



6.	MR. SUSHIL CHITTRANJAN ASHTEKAR 		 
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Witnesses:

1. S. Veer
 Name: Sangeeta Ghatne
 R/at: Kothrud - Pune

2. G. Joshi
 Name: Gaurav Joshi
 R/at: Mhalunge
 Pune



ANNEXURES:

- D&T declaration of execution of SPV Deshpande & Shendkar
- Offer Letter
- Letter of Intent dated 30/03/2025
- LLP Certificate of Incorporation
- Project initial legal liasioning timelines

ATTESTED

MS Khan
MOHD SHAKIR ISMAIL KHAN
 ADVOCATE & NOTARY
 GOVERNMENT OF INDIA

15 JUL 2025



18.02.2025

To,

Arch. Devendra Dhere,

Subject: - Redevelopment of Archananagar Sahakari Gruhrachana Sanstha Maryadit

Dear Sir,

This is to inform you that earlier we had submitted the tender document by the company name "**D&T Properties**".

Kindly note that we are transitioning the project to our sister concern "**Deshpande Shendkar Realty LLP**". Please note that the operational management will remain the same, ensuring continuity and a seamless transition.

Thanking You.

Regards

Prasad Deshpande

Managing Director

D&T Properties



23.03.2025

To,

Chairman / Secretary,

Archananagar Sahakari Gruhrachana Sanstha Maryadit,

CTS No. 943, S.No. 39/2/2, Erandwane, Pune – 411 038

Subject: - Redevelopment of Archananagar Sahakari Gruhrachana Sanstha Maryadit

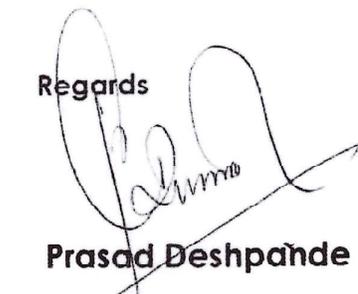
Reference: Submission of "No Regret Offer"

Dear Sir,

This is to inform you that we are in the receipt of your email dated 19th March 2025 and we are submitting the **"No Regret Offer"**. We have given the best possible offer of **additional 105% carpet area on existing carpet area**. Other particulars of the offer mentioned in the tender document, shall remain the same.

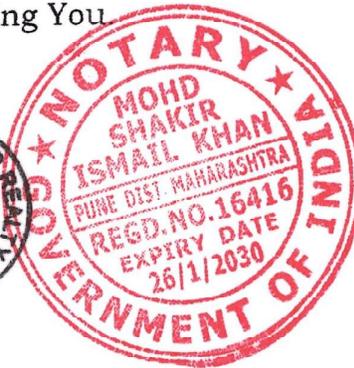
Thanking You

Regards


Prasad Deshpande

Managing Director

Deshpande Shendkar Realty LLP





Archana Nagar Co.Op. Hsg. Society Ltd.

39/2/2, Erandwane, Pune - 411038.

Reg. No. P.N.A./H.S.G./(T.C.)/1707/1989-90 Dt. 27/10/1989

Email : archananagar.chs@gmail.com

Ref No. 42/202425

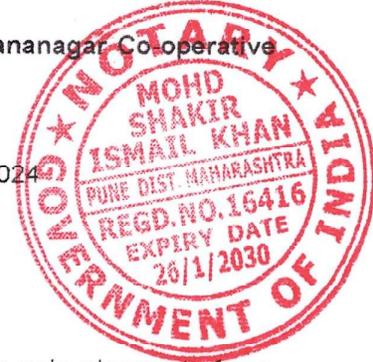
LETTER OF INTENT (LoI) FOR ARCHANANAGAR COOPERATIVE HOUSING SOCIETY REDEVELOPMENT PROJECT

Date : 30.3.25

To:
D & T Properties
Through
Mr. Prasad Deshpande
Managing Director, D & T Properties
101 & 102, First Floor, "Dhutpapeshwar", Plot No. 2, Mrityunjay Co. Op. Hsg Soc,
Mayur Colony, Kothrud, Pune 411038
&
Mr. Pranav Vijay Shendkar
Director, Global Group
Global Trade Centre, 1/1 Rambaug Colony, L.B.S. Marg, Navi Peth, Pune 411030

**Subject: LoI for demolition and redevelopment of Archananagar Co-operative
Housing Society**

- Ref: 1. Tender notice of ACHS dated – 20th August 2024
2. Your Tender document # 17 submitted on 19th Oct 2024
3. SGM ACHS date 23rd March 2025



Dear Sir,

This has a reference to afore cited communication regarding redevelopment of our society ACHS. Special General Body meeting of the society was conducted on 23rd March 2025 for final selection of the developer wherein your firm has been finally selected as DEVELOPER for the redevelopment of ACHS, situated at S.No.39/2/2 Erandawane, Pune 411038. The society has passed by **majority of vote** the resolution of your appointment in the Special General Body Meeting of our Society held on 23rd March 2025 at Dadasaheb Darode Hall, Pune which was conducted in the presence of appointed representative (Mrs. Vandana Galande-Patil madam) of Deputy Registrar Co-operative Society Pune City Office No 1, Pune.

We are pleased to issue this Letter of intent (LOI) to **M/s. D & T properties** (under name of Deshpande Shendkar Realty LLP as per declaration dated 18.02.2025) for



redevelopment of Archananagar Co-operative Housing Society having their address at S.No.39/2/2 Erandawane, Pune 411038 as per your final revised offer and final presentation dated 23rd March 2025, and various other terms & conditions as agreed in the tender document. It is made amply clear that this is mere intimation not amounting to any writing in contract under Indian Contract Act, 1872.

You are hereby requested to proceed with further procedural work for the redevelopment process (i.e. Govt. demarcation, Zoning and required NOC's for plans sanction) required for redevelopment.

Your official acceptance to this letter is required to proceed further. Kindly provide us with a draft of Memorandum of understanding (MOU) within next 15 days after receiving this Letter of Intent (LOI).

Please note that this letter of Intent (LOI) will be valid for 90 days from the day of issuance.

We believe that your expertise and experience will contribute to the successful redevelopment of our society. Looking forward to working with you!!

Together let's make this project a landmark.

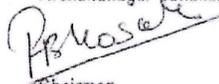
Sincerely yours,

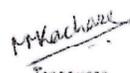
Mr. Prashant Bhosale
Chairman
+91 9921898885

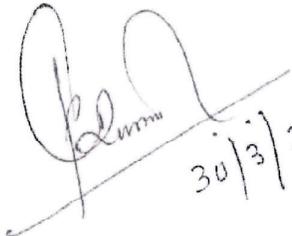
Mr. Amit K Patil
Secretary
+91 9637485000

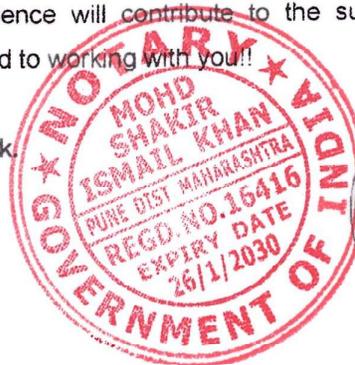
Mr. Manoj Kachare
Treasurer
+91 9822752123

Acknowledged & Accepted by:
Mr. Prasad Deshpande

Archananagar Sahakari Gruhrachana Sanstha Maryadit

Chairman

Secretary

Treasurer


30/3/2025



Managing Director, D & T Properties
+91 8806501414 / +91 7020324639
deshpandepasad1965@gmail.com

Mr. Pranav Vijay Shendkar
Director, Global Group
+91 8888377773
pvshendkar@gmail.com

Pshendkar

Witness:

Arch. Devendra Dhere
DD Architects
(ACHS appointed PMC)
+91 9158182555
ardevendradhere@gmail.com





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre
Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]

Certificate of Incorporation

LLP Identification Number: **ACG-1216**

The Permanent Account Number (PAN) of the LLP is **AAWFD4206D***

The Tax Deduction and Collection Account Number (TAN) of the LLP is **PNED21826A***

It is hereby certified that DESHPANDE SHENDKAR REALTY LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Manesar this **EIGHTEENTH** day of **MARCH** TWO THOUSAND TWENTY FOUR



Signature Not Verified

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS, CRC MANESAR 1
Date: 2024.03.18 14:48:59 IST

Binny Kapoor
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on mca.gov.in

Mailing Address as per record available in Registrar of Companies office:
DESHPANDE SHENDKAR REALTY LLP

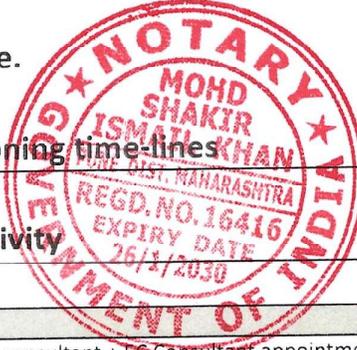
SR. NO. 133/C, PL NO. 02, FL NO. 101, MRUNTUNJAY SOCIETY, PUNE CITY, Kothrud, KOTHRUD POLICE STATION,
Pune City, Pune- 411038, Maharashtra, India

*as issued by Income tax Department



Project- Archananagar, Kothrud, Pune.

Project Intial Legal & Liasioning time-lines



S. No.	Activity	Timeline in Month Weeks
	PMC Sanction & Environment Clearance	
1	Architectural, Servises & MEP layer + fire consultant + EC Consultant appointment	4W
2	Mojani	4W
3	Zoning	2 weeks after S. No. 2
4	Elevation certificate	2 weeks
5	Drawing finalisation as per mojani (total)	2 weeks after S. No. 2
6	Servises & MEP layer + fire consultant + EC Consultant appointment	2 weeks after S. No. 5
7	Fire NOC	5 weeks after S. No. 5
8	Other NOCs: Water, Drainage, Garden	5 weeks after S. No. 5
9	IOD: Intimation of Disapproval. (for EC purpose), this is committed for fire norms, margins, height, FSI	5 weeks after S. No. 6
10	EC Application & CS Finalization	3 weeks after Sr No. 9
11	EC 1st Meeting with Committee	7 weeks after Sr No.10
12	EC 2nd Meeting with Committee	7 weeks after Sr No.11
13	EC Obtain/Grant	4 weeks after S. No. 12
14	Layout permission (20000 sqm above)	2 weeks after S. No. 13
15	1.1 + 80% ancillary permission. This is with condition. RERA approval process & can proceed for agreement to sale	2 weeks after S. No. 13
16	Flat Vacation Notice	6 weeks after S. No. 15
17	Building Demolition	10 week after first Sanction CC
18	Royalty for Excavation	3 weeks after sanction
19	Bhoomi Poojan	2 week after demolition
20	Road handover process	6 weeks after S. No. 13
21	TDR Purchase & Utilization	6 months
22	Full Potential Sanction	2 months
23	Constrcution Activities	36 months

