

*THAT It is specifically agreed and understood by the Developer that it shall pay the charges of Commercial User of the said Plot of land as may be charged and demanded by the Planning Authority, Nagpur from and out of its own funds and to utilise the said land for Commercial Purposes and shall always indemnify the Owner against such payments.

(3) THAT the Owner hereby assures the Developer that it shall obtain all the necessary Permissions/No Objection Certificates/Clearances/Documents from various Government and/or Semi Government Departments/Offices relating to the property hereby agreed to be developed and required for the proposed transaction of development/sale. However the expenses required for procuring such documents shall be borne and paid by the Developer.

(4) THAT the Owner further assures the Developer that the property hereby agreed to be developed/sold is its separate property with commercial F.S.I of 2.5, belonging to it alone having acquired the same by it consequent upon the death of Shri Pandurang Purushottam Deo in terms of his Last Will dated 18-08-1983 and that none except it has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) THAT the development will be free from encumbrances of all kinds whatsoever and also free from payment of Ground Rent, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. if any levied on the property hereby agreed to be developed/sold and payable by the Owner up-to the date of Registration of this Agreement.

(6) THAT the Owner shall answer all reasonable requisitions on the title to be made by the Developer and shall establish good, valid and marketable title to the property hereby agreed to be developed.

(7) THAT the property hereby agreed to be developed is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(8) THAT, the Owner shall deliver the actual physical possession of the property hereby agreed to be developed/sold by the Developer or its nominee(s) at the time of Registration of the Development Agreement.

(9) The Owner does hereby agree to sign the proposed/revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to such Plans. It also agrees to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised Plans, provided the Developer pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.



(10) THAT the Owner shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/ Nagpur Municipal Corporation, Nagpur.

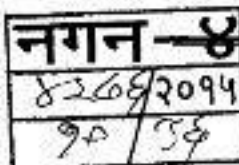
(11) THAT the Owner does hereby allow and permit the Developer to display its board at site at any time after execution of this Agreement. The Owner shall deliver the actual physical possession of the property hereby agreed to be developed/sold by the Developer or its nominee(s) at the time of Registration of the Development Agreement.

(12) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (Excluding the Commercial Blocks chosen to be retained by the Owner as mentioned above) Togetherwith the Undivided proportionate share and interest in the said Nagpur Improvement Trust Leasehold Plot No. 236 to the intending buyers and it shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price therefor and to retain and appropriate the same in its absolute discretion. The Owner shall not be entitled to share any part of the same, nor shall it question the accountability thereof in any manner whatsoever.

(13) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public Notice in the News Papers or by any other manner as the Developer may deem fit and on receiving any such objections the Developer shall be entitled to call upon the Owner to give its replies, explanations with reference to the same duly supported by documentary proof, as far as possible and in the event of there appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the Owner agrees with the Developer and/or the prospective buyers to get the same freed and discharged from all such burdens.

(14) THAT the Owner does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said Plot of land hereby agreed to be developed/sold and it shall have absolute right and full authority and power to develop the said land in accordance with the Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces in the proposed building (Excluding the Built-up Premises i.e. Commercial Blocks chosen to be retained by the Owner as mentioned above) alongwith the Undivided proportionate share and interest in the said Plot of land to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(15) THAT the draft Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be developed/sold shall be got prepared by the Developer at its own costs and the Owner agrees to execute the same subject to such actual changes as the facts and events may warrant.



(16) THAT if required and asked by the Developer the Owner shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and also various Apartment Deeds in favor of each such prospective individual buyer(s) as may be nominated by the Developer, provided however that the entire cost of Stamp Duty and Registration Fees etc. payable thereon is borne and paid by the Developer/Prospective Buyers.

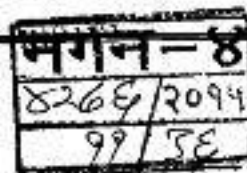
(17) THAT the Owner is separately executing an Irrevocable General Power of Attorney empowering and authorizing the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, various Apartment Deeds, Correction Deeds, Supplementary Agreement and all other kinds of documents on its behalf and also to carry out and observe all the obligations on its part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed/sold and this power will not be withdrawn or revoked by the Owner until the transactions envisaged herein is completed in all respects. This Power of Attorney cannot be cancelled in any way and shall be binding to the trustee and his legal heirs. During the course of time if the trustee changes for any reason then this Power of Attorney shall stand good for the new Trustee also. However the Owner shall not incur any monetary responsibility arising out of the nomination of the Attorney.

(18) THAT in case the Owner fails or neglects to fulfil and observe all or any of the obligations on its part as hereinabove contained or otherwise required by law and also to execute various Agreements to Sell, Sale Deeds, Deed of Declaration and various Apartment Deeds etc. as stipulated above, the Developer shall be entitled to enforce specific performance of this Contract by instituting legal proceedings against the Owner and in such event the Owner shall be liable to reimburse all costs and damages to the Developer and the Developer shall also have the choice of depositing the balance sale price in court of law and get the Sale Deed(s) executed in its favor or in favor of its nominee(s), being the prospective buyers.

(19) THAT the Owner does hereby assures/confirms to the Developer that it has not created any mortgage, lien, charge or interfere over the said property however the Developer can mortgage the aforesaid property to any bank or financial institutions to object the project finance. The responsibility of the loan shall be of the developer alone.

(20) THAT this Agreement is subject to Jurisdiction of the Competent Civil Court at NAGPUR.

(21) THAT all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two Arbitrators one to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon both the Parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

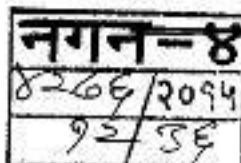


- (22) THAT on registration of the Sale Deed(s), the Owner agrees to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said Plot of land in favor of each such individual prospective buyer(s) in all relevant records.
- (23) THAT the Owner does hereby allow and permit the Developer to install a Transformer for supply of Electricity to the owners of the proposed Multistoreyed building as per the Rules and Regulations of the M.S.E.D.C.LTD. However the expenses required for such installation shall be borne and paid by the Developer to the concerned Department.
- (24) THAT the Developer also agrees to pay Service Tax, VAT or any other tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefore and shall always keep the Owner indemnified against the same.
- (25) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connections and meters in the proposed building. However the Owner shall separately pay for such connections and installations to the Developer for the Built-up Premises chosen to be retained by it.
- (26) THAT if the F.S.I. in relation to the said Nagpur Improvement Trust Leasehold Plot No. 236 is increased at any time in future, then in such event the Owner and Developer will mutually decide the course of action for such increased F.S.I.. Similarly the Developer shall have absolute right to purchase and utilise the Transferable Development Rights (T.D.R.) for construction on the said plot of land and the Owner shall have no claims in any respect of said Transferable Development Rights (T.D.R.).
- (27) THAT the Developer hereby assures to the Owner that the proportionate share of parking shall be given to the Owner for their respective 3rd and 4th floor as per the sanctioned plan obtained from the competent authorities.
- (28) THAT all expenses on account of preparation of this Agreement/Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Developer.

SCHEDULE REFERRED TO ABOVE

(COMMERCIAL)

ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 236 in Civil Station Expansion Scheme, containing by admeasurement 12000 Sq. Ft. (OR 1114.80 Sq. Mtrs.) and Conservancy Lane closely adjacent to the said Plot of land containing by admeasurement 600 Sq. Ft. (OR 55.74 Sq. Mtrs.), thus total area of 12600 Sq. Ft. (OR 1170.54 Sq. Mtrs.) (i.e. 12000 + 600 = 12600 Sq. Ft.), being a portion of the



entire land bearing Kh. No. 30 of Mouza - GADGA including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 982 and Sheet No. 15/24, situate at West High Court Road, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tehsil and District - NAGPUR and bounded as under:-

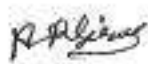
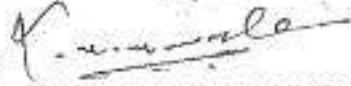
PLOT NO 236 :-

ON THE EAST	-	LANE
ON THE WEST	-	ROAD
ON THE NORTH	-	PLOT NO 235
ON THE SOUTH	-	PLOT NO 237

CONSERVANCY LANE :-

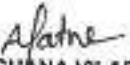
ON THE EAST	-	LANE AND PLOT NO 268
ON THE WEST	-	PLOT NO 236 AND ROAD
ON THE NORTH	-	PLOT NO 235 AND LANE
ON THE SOUTH	-	PLOT NO 237 AND LANE

IN WITNESS WHEREOF the OWNER and the DEVELOPER hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT OF DEVELOPMENT at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

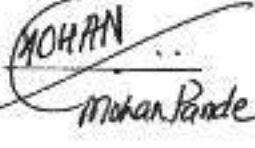
SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR SMT. SUMATIBAI PANDURANG DEO MEMORIAL CHARITABLE TRUST  (ANIRUDHA RAMCHANDRA SIRAS) MANAGING TRUSTEE <u>OWNER</u>
02			FOR LATITUDE INFRAVENTURES  1) (SHANKAR MURLIDHAR MURARKA)

नगन-४
४२६६/२०१५
७३/३६



03			2)  (KISHORE RAMKISAN MURARKA)
04			3)  (VILAS UTTAMRAO PATNE)
05			4)  (SAU. ARCHANA VILAS PATNE) PARTNERS <u>DEVELOPER</u>

WITNESSES :

(1) (2) 
MOHAN PANDE



२०१४ - २०१५

नागपूर महानगरपालिका
कर व कर आकारणी विभाग नागपूर

(ही रसीद १.४.२०१४ पासून ३१.३.२०१५ पावेतो वापरली जाईल त्यापुढे वापरल्यास ती खोटी समजली)

रसीद क्र. S-3

रसीद क्र. १३३ १११०२२५

देयक क्र.

घर क्र.

इंडेक्स क्र.

१. मालकाचे नांव

वडिलांच्या नांव

तारीख पासून

(If payment is made by cheque, this receipt is valid subject to realization of cheque.)

Details of Taxes / कराचे नांव	Arrears / बकाया	Current / चालू	Remarks / शेर
सामान्य कर (General Tax)		15335	2014-2015
पाणी कर (Water Tax)			as per
मलजल कर (Sewerage Tax)		4205	Demand
प्रकाश कर (Light Tax)		600	
अग्नि सेवा कर (Fire S. Tax)		600	Chp. 30
मलजल लाभ कर (Sewerage Bene. Tax)			875549
पाणी लाभ कर (Water Bene. Tax)			8715/12/2014
पथ कर (Street Tax)			Bank of
नोटीस फी (Notice Fee)			Maharashtra
वॉरंट फी (Warrant Fee)			Rs. 28324
किरकोळ (Misc)			
श.स.शि.कर (Educn. cess.)		237	
रोजगार हमी कर (E.G.S. cess.)		347	
मोठ्या निवृत्ती इमारती वरील ससनामा कर (Tax on Larger Residential Properties)			
एकूण (Grand Total)		28324	28324

एकूण रक्कम अक्षरी रु. In words total Rs.

Twenty Eight thousand three hundred and twenty four only.

दिनांक Date 15/12/2014 201

वसूल कर
Full Sig

सही
Official

नगन-४
8268/2014
१६/३६





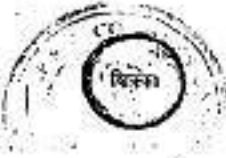
Collection
Library
20.2.84

194-CC/MP.2

नोंदणीचे प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विधयस्तव्यवस्था ही आज, मुंबई सार्वजनिक विधयस्तव्यवस्था अधिनियम, १९५० (सन १९५० च्या मुंबई अधिनियम क्रमांक २९) या अन्वये.....ता. १२/२/८३, मुंबई.....वैधीन सार्वजनिक विधयस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आली आहे.

सार्वजनिक विधयस्तव्यवस्थेचे नाव.....श्री. सुमतिबाई पांडुरंग देव जेजेरीयल
.....चेंबूर, मुंबई, महाराष्ट्र.....
सार्वजनिक विधयस्तव्यवस्थाच्या नोंदणी पुरतकातील क्रमांक.....११२३ (मुंबई)
.....श्री. सुमतिबाई. रामचंद्र शिरसा.....यांचे प्रमाणपत्र दिले.
माज दिनांक.....१९८३ रोजी माझ्या सहीनिशी दिले.



सही.....१२/२/८३
हर.....

श्री. सुमतिबाई पांडुरंग देव जेजेरीयल वॉरंटायल
१२८ रजि. क्र. ११२३ (मुंबई)

नगरपालिका निदेश

नगर-४
८२६४/२०११
१६/३६

