Receipt (pavti)

267/10091
Monday,November 21 ,2022
5:40 PM

पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn.:39M

पावती क्र.: 15502 दिनांक: 21/11/2022

गावाचे नाव: Sonegaon
दस्तऐवजाचा अनुक्रमांक: नगन4-10091-2022
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मे. धुनी कन्स्ट्रक्शन्स प्रायव्हेट लिमिटेड तर्फे संचालक क. 1 स्वप्निल संजय गोडे . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 760.00
पृष्ठांची संख्या: 38	
एकूण:	रु. 30760.00

DELIVERED

आपणास मूळ दस्त ,अवलोन शिट,सूची-२ अंदाजे
5:58 PM ह्या वेळेस मिळेल.

NGP4

सह दुय्यम निबंधक वर्ग-२
नागपूर, शहर क्र. ४

बाजार मूल्य: रु.32063500 /-
मोबदला रु.17962000/-
भरलेले मुद्रांक शुल्क : रु. 1603175/-

1) देयकाचा प्रकार: DHC रक्कम: रु.760/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2111202209657 दिनांक: 21/11/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010870274202223E दिनांक: 21/11/2022
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN	MH010870274202223E	BARCODE		Date	19/11/2022-13:13:54	Form ID	

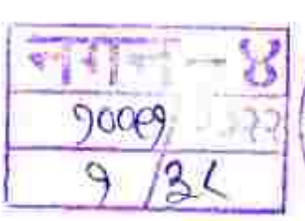
Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAICD0030E
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	MS DHUNI CONSTRUCTIONS PRIVATE LIMITED
Location	NAGPUR		
Year	2022-2023 One Time	Flat/Block No.	Plot Nos. 5 AND 6 City Survey No. 154
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	Mouza SONEGAON
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 2 5
		Remarks (If Any)	PAN2=AHVPB1553F~SecondPartyName=SHRIKRISHNA PANDURANG BANHATTI~
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022111972315	IK0BZBOZQ8
Cheque/DD No.		Bank Date	RBI Date	19/11/2022-13:24:14	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 9860009044

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.





Print Date 19-11-2022 01:14:47

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2111202209657	**Date**	21/11/2022
Received from MS DHUNI CONSTRUCTION, Mobile number 9860009044, an amount of Rs.760/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nagpur 4 of the District Nagpur.			
Payment Details			
Bank Name	SBIN	**Date**	21/11/2022
Bank CIN	10004152022112106636	**REF No.**	IGAORPJXP4
This is computer generated receipt, hence no signature is required.			

Certificate u/s 32(1) (b) of the Maharashtra Stamp Act, 1958
(EDJ)

Office of the 4600901
Collector of Stamps, Nagpur City
Adj. Case No. 133/2022
Date 21/10/2022

Received From S/Shri/M/s. DHUNI CONSTRUCTIONS PRIVATE LIMITED.
Residing at NAGPUR
Market Value Rs. ~~7,24,71,500/-~~ 3,20,63,500/-
Stamps duty of Rs. 1603175/- in words Rs. Sixteen Lakh three thousand one hundred seventy five only
Paid vide e-Challan No. MH010707422022E235 Date 17/11/2022

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 1603175/- (in words Rs. Sixteen Lakh three thousand - one hundred Seventy five only) with which instrument is chargeal le has been paid as per Article 5(g-a) of Schedule-I.

This certificate is subject to the provision of Section 53-A of Maharashtra Stamp Act, 1958.

Nagpur
Date : 18.11.22

Collector of Stamps
Nagpur City

हे आदेश मेट्रोराट्ट मुद्रांक अधिनियम, १९५८ अन्वये अंमलबजावणी करण्याच्या निमित्ताने देलेले आहे. परंतु सदर दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८ या अधिनियमातील तरतूदी नुसार नोंदणी अधिकारी दस्त नोंदणीबी कार्यवाही करतील

मुद्रांक जिल्हाधिकारी
नागपुर शहर

Jt. Dist. Registrar CL-I & Collector of Stamps ★ NAGPUR CITY ★

AGREEMENT OF DEVELOPMENT

VALUED AT RS. 1,79,62,000/- ONLY

(RUPEES ONE CRORE SEVENTY NINE LAKH SIXTY TWO THOUSAND ONLY)

THIS AGREEMENT OF DEVELOPMENT is made and executed at NAGPUR on this 21st Day of NOVEMBER 2022 BETWEEN :

(1) **SHRI. SHRIKRISHNA S/o PANDURANG BANHATTI,** Aged about 68 Years, Occupation – Business, (Income Tax PAN AHVPB1553F & Aadhar Card No. 4659 2416 0836), Resident of Plot No. 228, Narayan House, Tikekar Road, Opp. Green City Hospital, Patwardhan Ground, Nagpur, Pin Code – 440012, Tahsil and District – NAGPUR (Maharashtra State);

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(2-a) **SHRI. BHUSHAN S/o LATE SHRI. MADHUSUDAN BANHATTI,** Aged about 52 Years, Occupation – Business, (Income Tax PAN ACUPB9911F & Aadhar Card No. 4977 9462 1745), Resident of Plot No. 228, Narayan House, Tikekar Road, Opp. Green City Hospital, Patwardhan Ground, Nagpur, Pin Code – 440012, Tahsil and District – NAGPUR (Maharashtra State);

(2-b) **SHRI. MANDAR S/o LATE SHRI. MADHUSUDAN BANHATTI,** Aged about 48 Years, Occupation – Business, (Income Tax PAN AFAPB4782M & Aadhar Card No. 9921 9735 3823), Resident of Plot No. 228, Narayan House, Tikekar Road, Opp. Green City Hospital, Patwardhan Ground, Nagpur, Pin Code – 440012, Tahsil and District – NAGPUR;

hereinafter all jointly called the **"OWNERS"**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"OWNERS"**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

AND

M/S. DHUNI CONSTRUCTIONS PRIVATE LIMITED, A Company duly incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. U45309MH12020PTC346303 having its Office at FS11, First Floor, Building No. 1, Vidarbha Premier Scheme, Opposite Gandhi Sagar Lake, Nagpur **(Income Tax PAN AAICD0030E)** acting through its Directors **(1) SHRI. SWAPNIL S/o SANJAY GODE,** Aged about 35 Years, Occupation – Architect & Business, (Aadhar Card No. 6562 3205 6849 & Mobile No. 9860009044), Resident of Gode Bhavan, Zenda Square, Naik Road, Mahal, Nagpur, Pin Code – 440032, Tahsil and District – NAGPUR (Maharashtra State) **& (2) SHRI. AMIT S/o SURESHRAO TAREKAR,** Aged about 36 Years, Occupation - Business, (Aadhar Card No. 3935 5151 4541 & Mobile No. 7020949851), Resident of Plot No. 67, Tarekar Bhawan, C.A. Road, Nagpur, Pin Code – 440018, Tahsil and District – NAGPUR (Maharashtra State), hereinafter called the **"DEVELOPER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"COMPANY** and its **DIRECTORS",** as well as, its legal representatives, liquidators, administrators, successors and assigns of the **OTHER PART.**

WHEREAS the Owner No. 1 hereinabovenamed own and possess and in possession of the property comprising ALL THAT Pieces and Parcel of land bearing Plot Nos. 5, 6 out of the layout of Mamta Co-operative Housing Society Limited, Nagpur containing by total admeasurement 293.165 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 19/1JA, 19/1KHA and 20/1KHA of Mouza – SONEGAON, P.S.K. 44, including all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 3870/C/5-6, City Survey No. 154 and Sheet Nos. 301 and 302

of Mouza –Sonegaon, situated at Sonegaon Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR; AND

WHEREAS the Owner Nos. (2-a) & (2-b) hereinabovenamed jointly own and possess and in possession of the property comprising ALL THAT Pieces and Parcel of land bearing Plot Nos. 7, 8 out of the layout of Mamta Co-operative Housing Society Limited, Nagpur containing by total admeasurement 310.988 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 19/1JA, 19/1KHA and 20/1KHA of Mouza – SONEGAON, P.S.K. 44, including all easementary rights appurtenant and belonging thereto, bearing Corporation House Nos. 3870/C/7-8, City Survey No. 154 and Sheet Nos. 301 and 302 of Mouza –Sonegaon, situated at Sonegaon Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, hereinafter referred to as the **"said property"**; AND

Title History of Plot Nos. 5 & 6 :

WHEREAS ALL THOSE Pieces and Parcel of land bearing Plot Nos. 5 & 6 out of the layout of Mamta Co-operative Housing Society Limited, Nagpur containing by total admeasurement 3600 Sq. Ft. (OR 334.44 Sq. Mtrs.) being a portion of the entire land bearing Khasra Nos. 19/1JA, 19/1KHA and 20/1KHA of Mouza – SONEGAON, P.S.K. 44, including all easementary rights appurtenant and belonging thereto, bearing City Survey No. 154 and Sheet Nos. 301 and 302 of Mouza –Sonegaon, situated at Sonegaon Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, belongs to Shri. Shrikrishna S/o Pandurang Banhatti, the Owner No. 1 abovenamed, being his separate and self acquired property having purchased the same by him from Mamta Co-operative Housing Society Limited, Nagpur, a Society duly Registered under the Maharashtra Co-operative Societies Act, 1960 (Act No XXIV of 1961) bearing Registration No. N.G.P.(C.T.Y.)H.S.G.(T.O.)/417/86-87 Dated 04/09/1986 by a Sale Deed Dated 21/09/1986, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur-2 in Addl. Book No. 1, Volume No. 713 on Pages 69 and 70 at Sr. No. 3227(P) on 04/05/1988; AND

WHEREAS a Correction Deed to the said Sale Deed Dated 21/09/1986 is also executed by Mamta Co-operative Housing Co-operative Housing Society Limited, Nagpur in favour of Shri. Shrikrishna Pandurang Banhatti on 13/01/2011 and the same is also duly Registered in the Office of the Joint Sub Registrar, Nagpur 4 in Book No. 1 at Sr. No. 301 on even date; AND

WHEREAS the aforesaid Plot Nos. 5 and 6 are covered under the Scheme of 1900 layouts of the Nagpur Improvement Trust, Nagpur as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001; AND

WHEREAS the aforesaid Shri. Shrikrishna Pandurang Banhatti lateron applied to the Nagpur Improvement Trust, Nagpur for Regularization and Development of the

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said Plot Nos. 5 and 6 under its aforesaid Scheme. Considering his request and on receipt of the necessary Regularization and Development charges from him, the Nagpur Improvement Trust lateron Regularized the said Plot Nos. 5 and 6 and accordingly a Regularization Letter to that effect is also issued by the Building Engineer (WEST), Nagpur Improvement Trust, Nagpur vide its Permit No. BE(W)/1900U/L/10364 Dated 22/01/2011 in Case No. 20030531436 and Layout No. 1900/W/Son/337; AND

WHEREAS as per the aforesaid Regularization Letter Dated 22/01/2011 the area of the said Plot Nos. 5 and 6 is shown and declared as 279.3180 Sq. Mtrs. instead of 334.44 Sq. Mtrs.; AND

WHEREAS the aforesaid Plot Nos. 5 and 6 are converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide its Order Dated 26/03/2012 passed in Revenue Case No. 4891/NAP-34/2011-12 of Mouza – Sonegaon; AND

WHEREAS the Nagpur Improvement Trust (West), Nagpur lateron corrected the area of the said Plot Nos. 5 and 6 as mentioned in earlier Regularization Letter Dated 22/01/2011 as 293.165 Sq. Mtrs. instead of 279.318 Sq. Mtrs. vide it Correction Letter No. E.E.(N)/7057 Dated 08/08/2022. Thus the area of the said Plot Nos. 5 and 6 is at present 293.165 Sq. Mtrs.; AND

Title History of Plot Nos. 7 & 8 :

WHEREAS ALL THOSE Pieces and Parcel of land bearing Plot Nos. 7 & 8 out of the layout of Mamta Co-operative Housing Society Limited, Nagpur containing by total admeasurement 3600 Sq. Ft. (OR 334.44 Sq. Mtrs.) being a portion of the entire land bearing Khasra Nos. 19/1JA, 19/1KHA and 20/1KHA of Mouza – SONEGAON, P.S.K. 44, including all easementary rights appurtenant and belonging thereto, bearing City Survey No. 154 and Sheet Nos. 301 and 302 of Mouza –Sonegaon, situated at Sonegaon Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Shri. Madhusudan S/o Pandurang Banhatti, being his separate and self acquired property having purchased the same by him from Mamta Co-operative Housing Society Limited, Nagpur, by a Sale Deed Dated 21/09/1986, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur-2 in Addl. Book No. 1, Volume No. 713 on Pages 57 and 58 at Sr. No. 3221(P) on 04/05/1988; AND

WHEREAS the aforesaid Shri. Madhusudan Pandurang Banhatti left for heavenly abode on 23/01/2005 and consequent upon his death/demise the aforesaid entire property devolved upon his Widow Smt. Mangala Madhusudan Banhatti and two sons namely (i) Shri. Bhushan Madhusudan Banhatti and Shri. Mandar Madhusudan Banhatti jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the aforesaid Plot Nos. 7 and 8 are covered under the Scheme of 1900 layouts of the Nagpur Improvement Trust, Nagpur as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Ordinance 2001; AND

WHEREAS the legal heirs of the aforesaid Late Shri. Madhusudan Pandurang Banhatti lateron applied to the Nagpur Improvement Trust, Nagpur for Regularization and Development of the said Plot Nos. 7 and 8 under its aforesaid Scheme. Considering their request and on receipt of the necessary Regularization and Development charges from them, the Nagpur Improvement Trust lateron Regularized the said Plot Nos. 7 and 8 and accordingly a Regularization Letter to that effect is also issued by the Building Engineer (WEST), Nagpur Improvement Trust, Nagpur vide its Permit No. BE(W)/1900U/L/11451 Dated 22/01/2011 in Case No. 200305311714 and Layout No. 1900/W/Son/337 in favour of Late Shri. Madhusudan Pandurang Banhatti; AND

WHEREAS as per the aforesaid Regularization Letter Dated 22/01/2011, the area of the said Plot Nos. 7 and 8 is shown and declared as 306.73 Sq. Mtrs. instead of 334.44 Sq. Mtrs. Thus the area of the said Plot Nos. 7 and 8 is at present 306.73 Sq. Mtrs.; AND

WHEREAS the aforesaid Plot Nos. 7 and 8 are converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide its Order Dated 26/03/2012 passed in Revenue Case No. 4891/NAP-34/2011-12 of Mouza – Sonegaon; AND

WHEREAS a Correction Deed to the aforesaid Sale Deed Dated 21/09/1986 is executed by Mamta Co-operative Housing Society Limited, Nagpur in favour of Smt. Mangala Madhusudan Banhatti, Shri. Mandar Madhusudan Banhatti and Shri. Bhushan Madhusudan Banhatti on 13/01/2011 and the same is also duly Registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 300 on even date; AND

WHEREAS out of love and affection for her sons the aforesaid Smt. Mangala Madhusudan Banhatti lateron Released/Relinquished all her rights, title, share and interest in respect of her share in the aforesaid property in favour of her aforesaid two sons namely Shri. Mandar Madhusudan Banhatti and Shri. Bhushan Madhusudan Banhatti, the Owner Nos. (2-a) & (2-b) abovenamed jointly by a Release Deed Dated 26/03/2022, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 3019 on even date; AND

WHEREAS the Nagpur Improvement Trust (West), Nagpur lateron corrected the area of the said Plot Nos. 7 and 8 as mentioned in earlier Regularization Letter Dated 22/01/2011 as 306.73 Sq. Mtrs. instead of 334.44 Sq. Mtrs. vide it Correction

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Letter No. E.E.(N)/7058 Dated 08/08/2022. Thus the area of the said Plot Nos. 7 and 8 is at present 310.988 Sq. Mtrs.; AND

WHEREAS for various cogent reasons and good causes the Owners hereinabovenamed have now decided to develop the said property comprising Plot Nos. 5, 6, 7 and 8 all situated in Mamta Society's Layout, Sonegaon, Nagpur in Tahsil and District Nagpur jointly into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS the Owners being thus desirous of developing the said property and the Developer hereinabovenamed, who is a reputed and well experienced Builder of the City having expressed its desire and willingness to undertake the proposed work of Development, the Owners after detailed negotiations with the Developer have now jointly agreed to entrust the entire work of Development of the said property comprising Plot Nos. 5, 6, 7 and 8 containing by total admeasurement 604.153 Sq. Mtrs., all situated in Mamta Society's Layout, Sonegaon, Nagpur in Tahsil and District Nagpur to the Developer upon the following terms and conditions.

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

(1) THAT the OWNERS do hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to DEVELOP, the properties comprising ALL THOSE Pieces and Parcel of land bearing **Plot Nos. 5 & 6** containing by admeasurement 293.165 Sq. Mtrs.; **Plot Nos. 7 & 8** containing by admeasurement 310.988 Sq. Mtrs., **thus total admeasurement 604.153 Sq. Mtrs. (OR 6503.10 Sq. Ft.)**, out of the layout of the Mamta Co-operative Housing Society Limited, Nagpur being a portion of the entire land bearing Khasra Nos. 19/1JA, 19/1KHA and 20/1KHA of **Mouza – SONEGAON**, P.S.K. 44, including all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 3870/C/5-6 and 3870/C/7-8, **City Survey No. 154** and Sheet Nos. 301 and 302 of Mouza –Sonegaon, all situated at Sonegaon Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. 1,79,62,000/- (Rupees One Crore Seventy Nine Lakh Sixty Two Thousand) Only, which the Developer has specifically agreed to pay to the Owners and to adjust in the following manner.

MANNER OF PAYMENT :-

(Payment to be made and adjust by the Developer to the Owner Nos. 1, (2-a) & (2-b) namely Shri. Shrikrishna Pandurang Banhatti, Shri. Bhushan Madhusudan Banhatti and Shri. Mandar Madhusudan Banhatti) :

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Rs.	5,00,000/-	(Rupees Five Lakh) Only paid by the Developer to the Owner No. 1 Shri. Shrikrishna Pandurang Banhatti by Cheque No. 000437 Dated 19-07-2021 drawn on ICICI Bank, Medical Sq. Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
Rs.	5,00,000/-	(Rupees Five Lakh) Only paid by the Developer to the Owner No. 2-a Shri. Bhushan Madhusudan Banhatti by Cheque No. 000438 Dated 19-07-2022 drawn on ICICI Bank, Medical Sq. Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
Rs.	50,00,000/-	(Rupees Fifty Lakh) Only paid by the Developer to the Owner No. 1 Shri. Shrikrishna Pandurang Banhatti, by Cheque No. 001019 Dated 10-10-2022 drawn on ICICI Bank, Medical Sq. Branch, Nagpur at the time of execution/registration of this Agreement, the receipt whereof is hereby acknowledged by the Owners.
Rs.	25,00,000/-	(Rupees Twenty Five Lakh) Only paid by the Developer to the Owner No. 2-a Shri. Bhushan Madhusudan Banhatti by Cheque No. 001020 Dated 10-10-2022 drawn on ICICI Bank, Medical Sq. Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
Rs.	25,00,000/-	(Rupees Twenty Five Lakh) Only paid by the Developer to the Owner No. 2-b Shri. Mandar Madhusudan Banhatti by Cheque No. 001021 Dated 10-10-2022 drawn on ICICI Bank, Medical Sq. Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
Rs.	25,82,900/-	(Rupees Twenty Five Lakh Eighty Two Thousand Nine Hundred) Only paid by the Developer to the Owners by Cheque No. 001022 Dated 20-11-2022 Drawn on ICICI Bank, the receipt whereof is hereby acknowledged by the Owners, subject to realization of cheque.
₹.	8,98,100/-	(Rupees Eight Lakh Ninety Eight Thousand One Hundred) Only deducted by the Developer from the consideration payable to the Owners towards TDS (Tax Deduction of Source) @ 10% and to credit the same in the appropriated account of Income Tax Department.
Rs.	25,82,900/-	(Rupees Twenty Five Lakh Eighty Two Thousand Nine Hundred) Only paid by the Developer to the Owners by Cheque No. 001023 Dated 20-11-2022 Drawn on ICICI Bank, the receipt whereof is hereby acknowledged by the Owners, subject to realization of cheque.
₹.	8,98,100/-	(Rupees Eight Lakh Ninety Eight Thousand One Hundred) Only deducted by the Developer from the consideration payable to the Owners towards TDS (Tax Deduction of Source) @ 10% and to credit the same in the appropriated account of Income Tax Department.
Rs.	**1,79,62,000/-**	**(TOTAL RUPEES ONE CRORE SEVENTY NINE LAKH SIXTY**
==========		**TWO THOUSAND ONLY).**



THAT besides the aforesaid Cash consideration, the Developer has further specifically agreed to construct at its own costs 2 (Two) Apartment of 2 BHK i.e. 1 (ONE) Apartment on the FIRST FLOOR, covering a Built-up area of approximately **82.430 Sq. Mtrs.** for Owner No. 1 **Mr. Shrikrishna Pandurang Banhatti** and 1 (ONE) Apartments on the SECOND FLOOR, covering a Built-up area of approximately **82.430 Sq. Mtrs.** for Owner No. (2-a) & (2-b) **Mr. Bhushan Madhusudan Banhatti and Mr. Mandar Madhusudan Banhatti** (alongwith the undivided proportionate share and interest retained by them for their exclusive use in the said Plots of land) out of a Multistoreyed Building proposed to be constructed on the said Plots of land in accordance with the Plan and Specifications appended hereto as "ANNEXURE-A", which is proposed to be sanctioned and to give, grant and convey the same to the Owner Nos. 1, (2-a) & (2-b) respectively in duly finished and completed condition within a period of 18 (Eighteen) Months from the date of commencement of works. The cost of construction of the said Apartments chosen to be retained by the Owner Nos. 1, (2-a) & (2-b) is fixed at Rs. 43,88,574/- (Rupees Forty Three Lakh Eighty Eight Thousand Five Hundred Seventy Four Three) Only and the same is not subject to any increase inspite of rise in prices of various building materials over the basic rates and the same shall be adjusted against the cost as may be paid by the Developer to the Owner Nos. 1, (2-a) & (2-b) of the said property. It is specifically agreed by the Owner Nos. 1, (2-a) & (2-b) that if any extra/additional facilities and specifications which are not covered under the "Annexure-A" Appended hereto as per the request of the Owner Nos. 1, (2-a) & (2-b) provided by the Developer then in such event the cost of such amenities and facilities shall be borne and paid by the Owner Nos. 1, (2-a) & (2-b) to the Developer well before taking over the actual physical possession of the said chosen Apartments and shall always indemnify the Developer against such payments.

That the Owners hereby allow and permit the Developer to borrow the Project Finance for the aforesaid proposed scheme from any Financial Institution and mortgaged the said property or any part thereof (Excluding 2 Apartments chosen to be retained by Owners as mentioned above) to it by way of security for the repayment of loan, if desired. The responsibility of repayment of the said loan shall be the Developer alone and the Owners at any cost shall not be responsible for the aforesaid loan amount.

That it is specifically agreed and understood by and between the Parties hereto that the Developer shall construct a Multistoreyed Building on the said Plots of land consisting separate Apartments therein. Out of which 2 (Two) Apartments chosen to be retained by the Owners for their respective use as mentioned above and the remaining Apartments shall always belongs to the Developer with a right to transfer/sell the same to the prospective buyers as per its own wish, choice and desire and the Owners shall not acquired any manner of rights, title share and interest in respect of the said Apartments.

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That it is specifically understood and agreed by and between the parties hereto that all the Original title deeds relating to the said property shall always kept in the custody of the Owners and they shall produce the same as and when the same are required for verification and/or for any purpose without assigning any excuse or reason.

THAT the Developer hereby assures the Owners that it shall execute 2 separate Apartment Deeds for the aforesaid 2 Apartments chosen to be retained by the Owners either in favour of their nominee appointed by them. The expenses required for Registration of the said Apartment Deeds such as Stamp Duty, Registration Fees, Lawyer's Fees, Misc. Expenses etc. shall be borne and paid by the Owners for their respective Apartment and shall always indemnify the Developer against such payments.

That it shall be the sole liability and responsibility of the Developer to obtain the Occupancy Certificate from the Competent Authority empowered in this behalf exclusively from and out of its own costs and expenses and shall always indemnify the Owners against any litigation in this behalf.

That the Owners hereby allow and permit the Developer to amalgamate the aforesaid Plots of land into a single Plot/Unit if required from the Competent Authority empowered in this behalf and they shall co-operate to the Developer for the same as and when required. The expenses required for the same shall be borne and paid by the Developer.

(3) THAT the Owners hereby assure the Developer that they shall obtain all the necessary Consent Letters/No Objection Certificates/Papers/Documents required for the aforesaid proposed transaction of Development from the various Government/Semi-Government Departments and Offices, Society exclusively from and out of their own costs and expenses and produced the same at the time of Registration of the Sale Deed(s).

(4) THAT the Owners further assure the Developer that the property hereby agreed to be developed is their partly separate/self acquired and ancestral property belonging to them alone as mentioned hereinabove and that none except them have 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 Non Agricultural Assessment, Corporation Taxes, Cesses and all other outgoings etc. if any levied on the property hereby agreed to be developed and payable by the Owners only up-to the date of execution of this Agreement and thereafter all such Taxes, Bills shall be borne and paid by the

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Developer on its due date and shall always indemnify the Owners against such payments.

(6) THAT the Owners shall answer all the 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 on receipt the balance sale consideration and possession of the chosen 2 (Two) Apartments as mentioned hereinabove by the Owners from the Developer, the Owners shall deliver the actual physical possession of the property hereby agreed to be developed to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s).

(9) THAT it is clearly understood and agreed by the Owners that pending Registration of the Sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various Self contained separate Apartments therein. The Owners do hereby agree to sign the revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to such Revised Plans. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the revised Plans, provided the Developer pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in the names of the Owners who in their turn agrees to return back to the Developer such sums as may be refunded to them by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(10) THAT the Owners do hereby allow and permit the Developer to purchase the T.D.R. (Transferable Development Rights) and utilize such TDR in construction to be carried out on the said Plot Nos. 5, 6, 7 & 8 and for which the Owners shall not acquired any right, title and interest in respect of the said TDR. The Owners further allow to purchase the T.D.R. either in our names or in the name of Developer Firm and to load such T.D.R. on the building proposed to be constructed on the aforesaid Plot of land and to do needful in this regard. To sell/transfer the unconsumed balance T.D.R. to any interested buyer and to execute a proper Deed of Transfer regarding the same in favour of such interested buyer and to get the same duly registered in accordance with the law in force and also to receive the consideration for such T.D.R. from such interested buyer and to pass a valid receipt and discharge for the same.

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(11) THAT it is clearly understood and agreed by the Owners that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s). However the Owners have delivered the possession of the said Plots of land to the Developer for its Development purposes only at the time of execution of this Agreement.

(12) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer as per the sanctioned Plan and/or after getting the Revised Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(13) THAT the Owners do hereby allow and permit the Developer to display it's name board at site after execution of this Agreement.

(14) THAT the Developer shall have full liberty to advertise for the sale of the Built-up spaces (excluding the 2 Apartments chosen to be retained by Owners as mentioned above) out of the Multistoreyed building proposed to be constructed on the said Plots of land Togetherwith the Undivided proportionate share and interest in the said Plots of land 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 there for and to retain and appropriate the same in it's absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall they question the accountability thereof in any manner whatsoever.

(15) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in respect of 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 Owners to give her/his/their replies, explanations with reference to the same duly supported by documentary proof, as far as possible and in the event of their appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the Owners agree with the Developer and/or the prospective buyers to get the same freed and discharged from all such burdens.

(16) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said Plot Nos. 5, 6, 7 & 8 hereby agreed to be developed and it shall have absolute right and full authority and power to develop the said land in accordance with the sanctioned Plans or the revised Plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur as the case may be 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 alongwith the Undivided proportionate share and

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interest in the said Plot Nos. 5, 6, 7 & 8 (excluding 2 Apartments chosen to be retained by the Owners as mentioned above) to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(17) THAT the Owners shall on receipt of balance sale consideration and possession of 2 Apartments chosen to be retained by them for their exclusive use and occupation from the Developer as stated above execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said Plots of land in favour of the respective individual prospective buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price there for and it shall also get the same duly registered in accordance with the law in force.

(18) THAT the Owners shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 or Revised Deed of Declaration and also various Apartment Deeds in favour 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.

(19) THAT the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority are applicable to the said Proposed Project and consequentially therefore the Developer hereby agrees that it shall be its sole liability and responsibility to get the said proposed project registered with RERA within the stipulated period and shall always indemnify the Owners against any legal action.

(20) THAT the Owners shall execute an Irrevocable General Power of Attorney empowering and authorizing any person(s) to be nominated by the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, various Apartment Deeds, Correction Deeds, Supplementary Agreements, Building Maps, Revised Building maps, Applications, Affidavit, declarations and all other kinds of documents on their behalf and also to carry out and observe all the obligations on their 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 and this power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects. However the Owners shall not incur any monetary responsibility arising out of the nomination of the Attorney. Notwithstanding anything herein contained the Attorney(s) to be so appointed shall in no case however sign and execute any such Sale Deed(s) for and on behalf of the Owners unless he/it confirms from the Owners that they have already received the entire agreed consideration and possession of the 2 Apartments from the Developer in duly finished and completed condition as committed by the Developer.

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(21) THAT in case the Owners fail or neglect to fulfill and observe all or any of the obligations on their 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, Correction Deeds etc. as stipulated above, the Developer shall be entitled to enforce specific performance of this Contract by instituting legal proceedings against the Owners and in such event the Owners 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 favour or in favour of its nominee(s), being the prospective buyers.

(22) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owners is merely in the nature of a LICENCE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53(A) of the Transfer of Property Act, 1882.

(23) THAT the Owners agree to pay and discharge all his/her/their Income Tax, Wealth Tax, VAT, Goods and Service Tax and Capital Gain Tax liabilities if any, arising out of this transaction.

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

(25) 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. The Place of Arbitration shall be at Nagpur.

(26) THAT the Developer hereby assures the Owners that it shall submit the building plans/Revised plans of the proposed Multistoreyed Building to the Nagpur Improvement Trust/Nagpur Municipal Corporation within 3 (Three) Months from the date of execution of this Agreement and shall complete the construction of the proposed Multistoreyed Building within 18 (Eighteen) Months from the date of commencement of works. However a Grace period of 6 (SIX) Months shall be granted by the Owners to the Developer for completion of the said Scheme in unavoidable circumstances only.

(26-A) That if the Developer fails or neglates to handover the actual physical possession of the said Apartments chosen to be retained by the Owners in duly completed and finished condition strictly within the time stipulated hereinabove after completion of grace period, then in such event the Developer shall be liable to pay a sum of Rs.10,000/- per month per Apartment to the Owners towards the liquidated

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damages from the date of default till the date of actual delivery of possession of the said Apartments to the Owners.

(27) THAT on registration of the Sale Deed(s), the Owners agree to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said Plots of land in favour of each such individual prospective buyer(s) in all relevant records.

(28) THAT the Developer also agrees to pay M.S.E.D.C.L. for obtaining electric and Water Meter charges. Sales Tax, VAT, GST 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 Owners indemnified against the same. In the like manner the Owners do 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.L. However the expenses required for such installation shall be borne and paid by the Developer/Prospective purchasers to the concerned Department.

(29) 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 Owners shall pay and deposit the installation charges of 2 electric meters in the 2 Apartments chosen to be retained by the Owners and shall always indemnify the Developer against such payments.

(30) THAT if the F.S.I. in relation to the said Plot Nos. 5, 6, 7 & 8 is increased during the period of construction shall always belongs to the Developer. However after completion of the construction if the F.S.I. is increased at any time in future, then in such event such increased F.S.I. shall always belongs to the Association of the said proposed scheme and it shall have absolute right and full authority to use and consume the same in its absolute discretion.

(31) THAT the Owners do hereby assure the Developer that they have not entered any agreement before execution of this agreement and this is the first agreement they have executed with the Developer. The Owners further assure the Developer that they have not created any mortgage, lien, charge or interfere over the said property till date and the same is absolutely free from encumbrances of all kinds whatsoever in respect of the same.

(32) THAT all expenses on account of preparation of this Agreement 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
(RESIDENTIAL)

ALL THOSE Pieces and Parcel of land bearing **Plot Nos. 5 & 6** containing by admeasurement 293.165 Sq. Mtrs.; **Plot Nos. 7 & 8** containing by admeasurement 310.988 Sq. Mtrs., **thus total admeasurement 604.153 Sq. Mtrs. (OR 6503.10 Sq. Ft.)**, out of the layout of the Mamta Co-operative Housing Society Limited, Nagpur being a portion of the entire land bearing Khasra Nos. 19/1JA, 19/1KHA and 20/1KHA of **Mouza – SONEGAON**, P.S.K. 44, including all easementary rights appurtenant and belonging thereto, bearing Corporation House No. 3870/C/5-6 and 3870/C/7-8, **City Survey No. 154** and Sheet Nos. 301 and 302 of Mouza – Sonegaon, all situated at Sonegaon Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :-

BOUNDARIES OF PLOT NOS. 5, 6 :

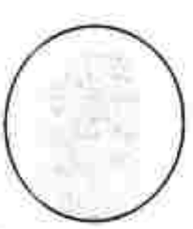
ON THE EAST	-	**PLOT NO. 04.**
ON THE WEST	-	**PLOT NO. 07.**
ON THE NORTH	-	**OTHER LAYOUT.**
ON THE SOUTH	-	**9.00 MTRS. WIDE ROAD.**

BOUNDARIES OF PLOT NOS. 7,8 :

ON THE EAST	-	**PLOT NO. 06.**
ON THE WEST	-	**PLOT NO. 09.**
ON THE NORTH	-	**OTHER LAYOUT.**
ON THE SOUTH	-	**9.00 MTRS. WIDE ROAD.**

IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabove named 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.

Drafted by Adv. Ashwin Patil as per instruction by the parties hereto

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) (SHRIKRISHNA PANDURANG BANHATTI)
02			2-a) (BHUSHAN MADHUSUDAN BANHATTI)

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03			2-b) (MANDAR MADHUSUDAN BANHATTI)
04			FOR M/s. DHUNI CONSTRUCTIONS PRIVATE LIMITED 1) (SWAPNIL SANJAY GODE)
05			2) (AMIT SURESHRAO TAREKAR) Directors DEVELOPER

WITNESSES :

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPHS	SIGNATURE
01			
02			

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