

Receipt (pavti)

267/10467

पावती

Original/Duplicate

Friday, December 02, 2022

नोंदणी क्र. : 39म

11:55 AM

Regn.: 39M

पावती क्र. : 16071 दिनांक: 02/12/2022

गावाचे नाव: Sonegaon

दस्तावेजाचा अनुक्रमांक: नगन4-10467-2022

दस्तावेजाचा प्रकार : विकसनकरारनामा

मादर करणाऱ्याचे नाव: मे. धुनी कन्सट्रक्शन्स प्रायव्हेट लिमिटेड तर्फे संचालक क्र. 1 स्वप्निल संजय गोडे . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 600.00

पृष्ठांची संख्या: 30

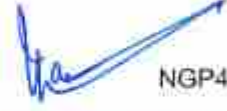
DELIVERED

एकूण:

रु. 30600.00

आपणास मूळ दस्त ,बबनेल प्रिंट,मूनी-२ अंदाजे

12:12 PM ह्या वेळेस मिळेल.

 NGP4

बाजार मूल्य: रु.7721000 /-

मोबदला रु.5315000/-

भरलेले मुद्रांक शुल्क : रु. 386100/-

राह दुय्याम निबंधक वर्ग-२
नागपूर शहर क्र. ४

1) देयकाचा प्रकार: DHC रकम: रु.600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0212202202804 दिनांक: 02/12/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011531381202223E दिनांक: 02/12/2022

बँकेचे नाव व पत्ता:





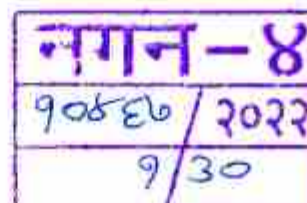
GRN	MH011531381202223E	BARCODE				Date	01/12/2022-17:55:02			Form ID	25.2			
Department Inspector General Of Registration					Payer Details									
Stamp Duty					TAX ID / TAN (If Any)									
Type of Payment Registration Fee					PAN No.(If Applicable)		AAICD0030E							
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR					Full Name		DHUNI CONSTRUCTIONS PRIVATE LIMITED							
Location NAGPUR														
Year 2022-2023 One Time					Flat/Block No.		Plot No. 9, City Survey No. 154							
Account Head Details				Amount In Rs.	Premises/Building									
0030046401 Stamp Duty				386100.00	Road/Street		Mouza SONEGAON							
0030063301 Registration Fee				30000.00	Area/Locality		Nagpur							
					Town/City/District									
					PIN				4	4	0	0	2	5
					Remarks (If Any)									
					PAN2=AXGPB0389N-SecondPartyName=SMT SHUKTA MANOJKUMAR									
					BHATTACHARYA-CA=5102000-Marketval=7720408									
					Amount In	Four Lakh Sixteen Thousand One Hundred Rupees Only								
Total				4,16,100.00	Words									
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK									
Cheque-DD Details					Bank CIN	Ref. No.	00040572022120129766				IK08ZNLLY4			
Cheque/DD No.					Bank Date	RBI Date	01/12/2022-17:24:56				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.

संदर्भ घटाने केवल दुर्लभ निबंधक कार्यालयों में नौदणी कार्यवाहों द्वारा प्रस्तावों को प्रस्तुत किया जाता है। नौदणी न कार्यवाहों द्वारा प्रस्तावों को प्रस्तुत किया जाता है।



नगम-४
२०२२



AGREEMENT OF DEVELOPMENT

VALUE ₹. 51,02,000/- ONLY

MARKET VALUE ₹. 37,55,000/- ONLY

STAMP DUTY PAID ON RS. 77,20,408/-

(Item No. 28.415/301, Page No.690 of Mouza – Sonegaon @ Rs.23,440/- Per Sq. Mtrs.)

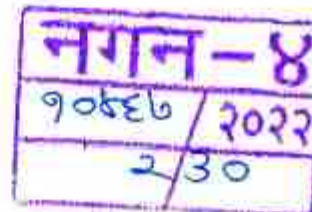
That for the Purpose of calculation of Stamp Duty which is calculated as per guidelines issued by IGR Maharashtra Stamp Duty calculated on the basis of FSI 1.1 + Premium 0.5 + T.D.R. 0.2 + Ancillary FSI 1.08 thus total permissible FSI 2.88 hence total built-up area shall be $2.88 \times 160,1780 \text{ Sq. Mtrs.} = 461.31 \text{ Sq. Mtrs.}$ out of which owner share is 124.03 Sq. Mtrs. Valued Rs. 33,01,679/- + Development Charge Rs. 1,16,291/- + Owner Parking share Rs. 96,498/- thus the **OWNERS'** total share is Rs. 53,14,468/- and the **Developer's** total share is: FSI 461.31 Sq. Mtrs. less area retained by the **OWNERS'** 77.00 Sq. Mtrs. = $384.31 \times \text{land rate Rs. } 23,440/- = \text{Rs. } 90,08,227/-$ less (premium Value Rs. 6,57,050/- less TDR Value Rs. 2,25,275/- less Ancillary Value Rs. 4,05,494/-) total Rs. 12,87,819/- thus Developer's share is Rs. 77,20,408/- the share Developer's is more than Owners share hence the Stamp Duty is required to be paid on the Developer's share of Rs. 77,20,408/-.

THIS AGREEMENT OF DEVELOPMENT is made and executed at NAGPUR on this 2nd Day of DECEMBER 2022 BETWEEN :

(1) **SMT. SHUKTA Wd/o LATE SHRI. MANOJKUMAR BHATTACHARYA**, Aged about 57 Years, Occupation - Retired, (Income Tax PAN AXGPB0389N & Aadhar Card No. 7473 5521 3099), Resident of A-22, Indra Uma Apartments, North Ambazari Road, Corporation Colony, Nagpur, Pin Code – 440010, Tahsil and District – NAGPUR (Maharashtra State);

(2) **KU. DOYEL D/o LATE SHRI. MANOJKUMAR BHATTACHARYA**, Aged about 32 Years, Occupation - Service, (Income Tax PAN AXGPB0390M & Aadhar Card No. 5312 3299 3084), Resident of A-22, Indra Uma Apartments, North Ambazari Road, Corporation Colony, Nagpur, Pin Code – 440010, Tahsil and District – NAGPUR (Maharashtra State);
AND

(3) **KU. PAYEL D/o LATE SHRI. MANOJKUMAR BHATTACHARYA**, Aged about 32 Years, Occupation - Service, (Income Tax PAN AXFPB5499J & Aadhar Card No. 6285 4918 6854), Resident of A-22, Indra Uma Apartments, North Ambazari Road, Corporation Colony, Nagpur, Pin Code – 440010, Tahsil and District – NAGPUR (Maharashtra State); 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.**



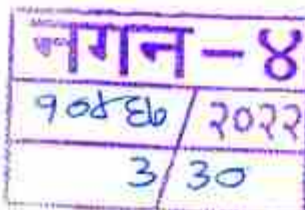
AND

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 Nos. (1) to (3) hereinabovenamed jointly own and possess and in possession of the property comprising ALL THAT Piece and Parcel of land bearing Plot No. 9 out of the layout of Mamta Co-operative Housing Society Limited, Nagpur containing by total admeasurement 160.1780 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 No. 301 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 properties**”; AND

Title History of Plot No. 9 :

WHEREAS ALL THOSE Pieces and Parcel of land bearing Plot Nos. 8 - 9 (shown in Sale Deed) out of the layout of Mamta Co-operative Housing Society Limited, Nagpur containing by total admeasurement 1800 Sq. Ft. (OR 167.22 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 No. 301 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. Manojkumar S/o Rameshchandra Bhattacharya, 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 17/10/1988, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur-2 in Addl. Book No. 1, Volume No. 809 on Pages 7 and 8 at Sr. No. 8509(P) on 27/10/1988; AND



WHEREAS due to some material mistake regarding Plot Number crept-up in the aforesaid Sale Deed Dated 17/10/1988 the aforesaid Mamta Co-operative Housing Society Limited, Nagpur lateron executed a Correction Deed dated 29-08-2002 to the aforesaid Sale Deed Dated 17/10/1988 which was Registered on 27-10-1988 and thereby corrected the Plot No. as 9 instead of Plot No. 8 and 9 and the same is duly Registered in the Office of the Sub Registrar No. 9, Nagpur City in Book No. 1 at Sr. No. 3532; AND

WHEREAS the aforesaid Plot No. 9 is 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

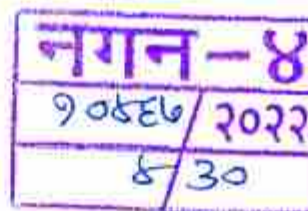
WHEREAS the aforesaid Shri. Manojkumar Rameshchandra Bhattacharya lateron applied to the Nagpur Improvement Trust, Nagpur for Regularization and Development of the said Plot No. 9 under its aforesaid Scheme. Considering his request and on receipt of the necessary Regularization and Development charges from him, the Nagpur Improvement Trust lateron Regularized the said Plot of land **as Plot No. 9** 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)/1900(U/L)/1809/1809 Dated 28/04/2008 in Case No. 20030305446 and Layout No. 1900/W/Son/337; AND

WHEREAS as per the aforesaid Regularization Letter Dated 28/04/2008, the area of the said Plot No. 9 is shown and declared as 167.17 Sq. Mtrs. instead of 167.22 Sq. Mtrs. Thus the area of the said Plot No. 9 is at present 167.17 Sq. Mtrs.; AND

WHEREAS the aforesaid Plot No. 9 is converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide its Order Dated 18/05/2022 passed in Revenue Case No. 2434/NAP-34/2021-22 of Mouza – Sonegaon; AND

WHEREAS the aforesaid Shri. Manojkumar Rameshchandra Bhattacharya left for heavenly abode on 06/04/2017 and consequent upon his death/demise the aforesaid entire property devolved upon his Widow Smt. Shukta Manojkumar Bhattacharya and two daughters namely (i) Ku. Doyel Manojkumar Bhattacharya and (ii) Ku. Payel Manojkumar Bhattacharya, the Owner Nos. (1) to (3) above named jointly by way of intestate succession, being the only legal heirs of the deceased. As a result therefore the Owners hereinabovenamed have now become either jointly or severally Owners of their respective property with heritable and transferable rights therein and the same is also accordingly mutated in their respective either single/joint names in all relevant records as also in the Property Card of City Survey, Nagpur; AND

WHEREAS the Nagpur Improvement Trust (West), Nagpur lateron corrected the area of the said Plot No. 9 as mentioned in earlier Regularization Letter Dated 28/04/2008 as 167.17 Sq. Mtrs. instead of 167.22 Sq. Mtrs. vide its Correction Letter No. E.E.(W)/97 Dated 14/09/2022. Thus the area of the said Plot No. 9 is at present 160.1780 Sq. Mtrs.; AND



WHEREAS for various cogent reasons and good causes the Owners hereinabovenamed have now decided to develop the said property comprising Plot No. 9 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 No. 9 containing by total admeasurement 160.1780 Sq. Mtrs., situated in Mamta Society's Layout, Sonegaon, Nagpur in Tahsil and District Nagpur to the Developer upon the following terms and conditions.

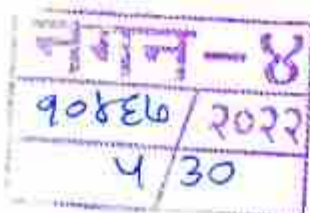
**NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

(1) THAT the OWNERS do hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to DEVELOP, the properties comprising ALL THAT Piece and Parcel of land bearing **Plot No. 9** containing by admeasurement 160.1780 Sq. Mtrs., 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 **City Survey No. 154** and Sheet No. 301 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. 18,00,000/- (Rupees Eighteen Lakh) Only, which the Developer has specifically agreed to pay to the Owners and to adjust in the following manner.

(Payment to be made and adjust by the Developer to the Owner Nos. (1) to (3) namely Smt. Shukta Manojkumar Bhattacharya, Ku. Doyel Manojkumar Bhattacharya and Ku. Payel Manojkumar Bhattacharya) :

₹. 2,50,000/- (Rupees Two Lakh Fifty Thousand) Only paid by the Developer to the Owner No. 1 by Cheque No. 000953 Dated 08-08-2022 drawn on ICICI Bank, Medical Square Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.



₹. 2,50,000/-	(Rupees Two Lakh Fifty Thousand) Only paid by the Developer to the Owner No. 2 by Cheque No. 00954 Dated 08-08-2022 drawn on ICICI Bank, Medical Square Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
₹. 5,60,000/-	(Rupees Five Lakh Sixty Thousand) Only paid by the Developer to the Owner No. 4 by Cheque No. 001071 Dated 02-12-2022 drawn on ICICI Bank, Medical Square Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
₹. 5,60,000/-	(Rupees Five Lakh Sixty Thousand) Only paid by the Developer to the Owner No. 2 by Cheque No. 001072 Dated 02-12-2022 drawn on ICICI Bank, Medical Square Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.
₹. 1,80,000/-	(Rupees One Lakh Eighty Thousand) Only deducted by the Purchaser from the sale consideration payable to the Vendor towards TDS (Tax Deduction of Source) @ 10% and to credit the same in the appropriated account of Income Tax Department.
₹. 18,00,000/-	(TOTAL RUPEES EIGHTEEN LAKHS ONLY).

THAT besides the aforesaid Cash consideration, the Developer has further specifically agreed to construct at its own costs 1 (One) Apartment of 3 BHK bearing No. 203 covering a Super Built-up area of approximately 124.03 Sq. Mtrs. (i.e. 1335.048 Sq. Feet.) OR Built-up area of 77.00 Sq. Mtrs. on the SECOND FLOOR (Road facing with Modular Kitchen) for Owner Nos. (1) to (3) namely Smt. Shukta Manojkumar Bhattacharya, Ku. Doyel Manojkumar Bhattacharya and Ku. Payel Manojkumar Bhattacharya jointly (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) to (3) jointly 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 Apartment chosen to be retained by the Owner Nos. (1) to (3) is fixed at Rs. 33,01,679/- (Rupees Thirty Three Lakh One Thousand Six Hundred Seventy Nine 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) to (3) of the said property. It is specifically agreed by the Owner Nos. (1) to (3) 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) to (3) 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) to (3) to the Developer well before taking over the actual physical possession of the said chosen Apartment 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 1 Apartment 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 1 (One) Apartment chosen to be retained by the Owners for their 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.

That it is specifically understood and agreed by the Owners that hand over all the Original documents / title deeds related to the said property at the time of registration of Development Agreement and Power of Attorney.

THAT the Developer hereby assures the Owners that it shall execute Apartment Deed for the aforesaid 1 Apartment 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 Deed such as Stamp Duty, Registration Fees, Lawyer's Fees, Misc. Expenses etc. shall be borne and paid by the Developer for the Apartment given to the Owners and shall always indemnify the Owners 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.

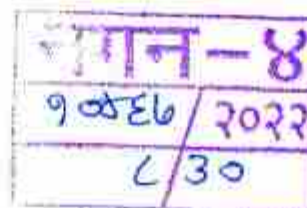
That the Owners hereby allow and permit the Developer to amalgamate the aforesaid Plot of land alongwith adjoining plots Nos 5,6,7,8 into a single Plot/Unit if required from the Competent Authority empowered in this behalf and they shall co-operate to the Developer for the same as and when required. 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 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 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 1 (One) Apartment 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.





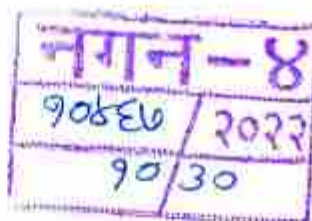
(16) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said Plot No. 9 hereby agreed to be developed and it shall have absolute right and full authority and power to develop the said land in accordance with the 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 interest in the said Plot No. 9 (excluding 1 Apartment 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 1 Apartment 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 1 Apartment from the Developer in duly finished and completed condition as committed by the Developer.

(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.

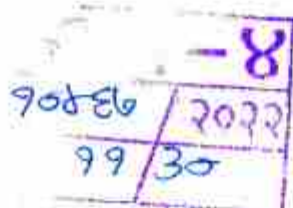
(22) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owners is merely in the nature of a LICENCE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53(A) of the Transfer of Property Act,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



(27) That if the Developer fails or neglects 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 damages from the date of default till the date of actual delivery of possession of the said Apartments to the Owners.

(28) 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.

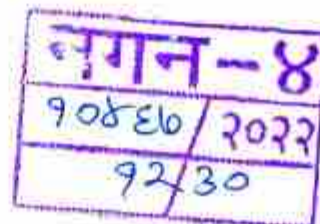
(29) THAT the Developer also agrees to pay M.S.E.D.C.L. for obtaining electric and Water Meter charges. Sales Tax, VAT, GST or any other tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefore and shall always keep 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.

(30) 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 1 electric meter in the one Apartment chosen to be retained by the Owners and shall always indemnify the Developer against such payments.

(31) THAT if the F.S.I. in relation to the said Plot No. 9 is increased during the period of construction shall always belong 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.

(32) 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.

(33) 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 No. 9** containing by admeasurement **160.1780 Sq. Mtrs.** 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 **City Survey No. 154** and Sheet No. 301 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 :-

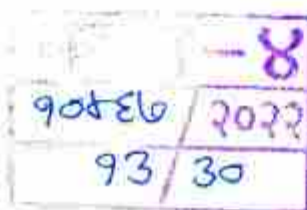
BOUNDARIES OF PLOT NO. 9 :

ON THE EAST	-	PLOT NO. 8.
ON THE WEST	-	PLOT NO. 10.
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) <i>Smta B Bhattacharya.</i> (SMT. SHUKTA MANOJKUMAR BHATTACHARYA)
02			2)  (KU. DOYEL MANOJKUMAR BHATTACHARYA)



03			3)  (KU. PAYEL MANOJKUMAR BHATTACHARYA) <u>OWNERS</u>
04			FOR M/s. DHUNI CONSTRUCTIONS PRIVATE LIMITED 1)  (SWAPNIL SANJAY GODE)
05			2)  (AMIT SURESHRAO TAREKAR) Directors <u>DEVELOPER</u>
WITNESSES :			
SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPHS	<u>SIGNATURE</u>
01			
02			