

267/10970

पावती

Original/Duplicate

Tuesday, December 20, 2022

नोंदणी क्र.: 39म

1:16 PM

Regn.: 39M

पावती क्र.: 16860 दिनांक: 20/12/2022

गावाचे नाव: अजनी

दस्तऐवजाचा अनुक्रमांक: नगन4-10970-2022

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे.ओमकारा बिल्डकॉन तर्फे भागीदार क्र. 1. सदानंद माधवराव कोकाटे . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 760.00

पृष्ठांची संख्या: 38

DELIVERED

एकूण:

रु. 30760.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

1:32 PM ह्या वेळेस मिळेल.

NGP4

बाजार मूल्य: रु. 90428000 /-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 4521400/-

सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

1) देयकाचा प्रकार: DHC रक्कम: रु. 760/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2012202202395 दिनांक: 20/12/2022

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012404114202223E दिनांक: 20/12/2022

बँकेचे नाव व पत्ता:



CHALLAN
MTR Form Number-6



GRN	MH01240411420223E	BARCODE			Date	19/12/2022-17:35:34		Form ID	
Department Inspector General Of Registration				Payer Details					
Registration Fee				TAX ID / TAN (If Any)					
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)		AAIFO0745N			
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR				Full Name		OMKARA BUILDCON			
Location NAGPUR				Flat/Block No.		City Survey No. 387 Plot No. 11			
Year 2022-2023 One Time				Premises/Building					
Account Head Details			Amount In Rs.		Road/Street		Mouza AJNI		
0030063301 Amount of Tax			30000.00		Area/Locality		Nagpur		
					Town/City/District				
					PIN		4 4 0 0 2 2		
					Remarks (If Any)				
					PAN2=AKRPB5525C~SecondPartyName=RAMCHANDRA KRISHNARAO				
					BADKAS~				
					Amount In Thirty Thousand Rupees Only				
Total			30,000.00		Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		00040572022121931685 IK0CAFBDN6	
Cheque/DD No.				Bank Date		RBI Date		19/12/2022-17:24:36 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 :
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 लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 9850565050



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

(ADJ)

Office of the 4600901

Collector of Stamps, Nagpur City

Adj. Case No. 149/2022

Date 18/11/2022

Received From Shri/Smt./M/s. OMKARA BUILDCON

Residing at NAGPUR

Market Value Rs. 9,04,28,000/-

Stamps duty of Rs. 45,21,400/- (in words Rs. Forty five lakh twenty one thousand four hundred only.)

Paid vide e-Challan No. MH011927833202223E date 9/12/2022

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 45,21,400/- (in words Rs. Forty five lakh twenty one thousand - Four hundred only.) with which instrument is chargeable has been paid as per Article 5(2-9) of Schedule-I.

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

Nagpur

Date 16/12/22

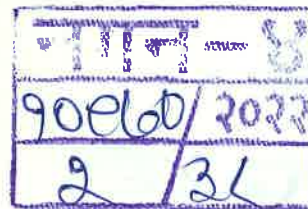

Collector of Stamps
Nagpur City

ह आदेश महाराष्ट्र मुद्रांक अधिनियम, १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८ च्या अधिनियमातील तरतूदी नुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील


मुद्रांक जिल्हाधिकारी
नागपुर शहर
**AGREEMENT OF DEVELOPMENT**

THIS AGREEMENT OF DEVELOPMENT is made and executed at NAGPUR on this

20 Day of December 2022 BETWEEN:



(1) **SHRI. RAMCHANDRA S/o LATE SHRI. KRISHNARAO BADKAS**, Aged about 82 Years, Occupation Retired (INCOME TAX PAN NO AKRPB5525C and AADHAR CARD NO. 8196 4089 6416), (Mobile No. 7875287805) (Email – rambadkas75@gmail.com) Resident of Plot No. N/11, Jain Mandir Road, Near Aath Rasta Chowk, Scientific Society, Laxminagar, Nagpur, Pin Code 440 022. Tahsil and District - Nagpur (Maharashtra State);

(2) **SHRI. NARAYAN S/o LATE SHRI. KRISHNARAO BADKAS**, Aged about 77 Years, Occupation- Retired (INCOME TAX PAN NO. ABQPB3114K and AADHAR CARD NO. 6221 6365 5247), (Mobile No.9673026540) (Email- badkas.narayan@gmail.com) Resident of Plot No. N/11. Jain Mandir Road, Near Aath Rasta Chowk, Scientific Society, Laxminagar, Nagpur, Pin Code: 440 022, Tahsil and District State); Nagpur (Maharashtra state);

AND

(3) Legal Heirs of Late Shri. JAYANT KRISHNARAO BADKAS who has expired on 29.7.2022

a) **SMT. BHARTI Wd/o JAYANT BADKAS**, Aged about 63 Years, (INCOME TAX PAN NO. ATTPB5151B and AADHAR CARD NO. 7397 1397 2965), (Mobile No.7387665479) Resident of Plot No. N/11, JainMandir Road, Near Aath Rasta Chowk, Scientific Society, Laxminagar, Nagpur, Pin Code 440 022. Tahsil and District - Nagpur (Maharashtra State), AND

b) **SHRI. ABHIJEET S/o JAYANT BADKAS**, aged about 35 years, AND AADHAR CARD NO. 6618 9359 8429), Resident of plot no. N/11, Jain Mandir Road, Near Aath Rasta Chowk , Scientific Society , Laxminagar, NAGPUR, Pin Code:440 022, tahsil and district – Nagpur (Maharashtra State), AND

c) **Ms. BHAGYASHREE WAKHARE**, Aged about 41 years, (INCOME TAX PAN NO. ABCPW2254K AND Aadhar card no. 9462 9629 6952), (Mobile no.- 8600161198) (email- bhagyashreewakhare04@gmail.com) Resident of plot no. N/11, Jain Mandir Road, Near Aath Rasta Chowk , Scientific Society , Laxminagar, Nagpur, Pin Code:440 022, tahsil and district – Nagpur (Maharashtra State),

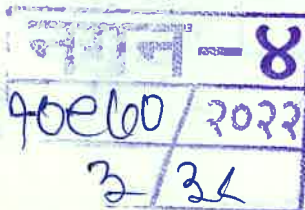
(4) **MRS. PRITI W/O RAMESH GHONGE** (Maiden name Ku. Meenakshi D/o Late Shri. Krishnarao Badkas). Aged about 68 Years, Occupation- Housewife (INCOME TAX PAN NO. AFNPG3331E and AADHAR CARD NO. 9235 7384 6223), (Mobile No.- 7972773514) Resident of Plot No. 18. Deendayal Nagar, Friends Co-op Housing Society. Layout No. II, Nagpur, Pin Code: 440 022, 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 OMKARA BUILDCON, A Partnership firm, having its office at plot no. 180, Bajaj Nagar, Nagpur, pin code no. 440010, Tahsil and district – Nagpur and acting through its partners

1) **MR. SADANAND S/o MADHAVRAO KOKATE**, Aged about 50 Years, Occupation – Business, (Income Tax PAN – AHXPK1406G) (Aadhar no. 596421130199) (Mobile

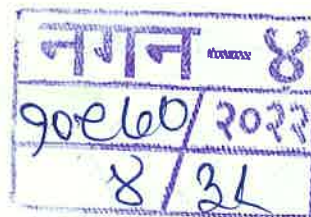


no. 9850565050) Resident of plot no. 54, Pandurang Gawande layout, Telecom Nagar, Nagpur, pin code no. 440022, tehsil and district – Nagpur.

- 2) **VITTHAL S/o RAMCHANDRA BAJIRAO**, Aged about 50 years, occupation – business, (Income Tax PAN – AFUPB9196D) (Aadhar No. 5138 5523 7713) (Mobile No. 9823154240) Resident of Plot No. 40, Bajaj Nagar, Nagpur, Pin Code No. 440010, Tahsil and District – Nagpur. AND
- 3) **MR. RAVINDRA S/O SEWAKRAM SONKUSARE**, Aged about 45Years, Occupation Business, (Income Tax PAN AROPS0414M) (Aadhar No. 7496 7539 0026) (Mobile No. 9822578331) Resident of C-2. Radha Krishna Apartment, 187, Gokulpeth Nagpur, Pin Code No. 440010. Tahsil and District - Nagpur, Hereinafter called the "**DEVELOPER**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**PARTNERSHIP FIRM** and its **PARTNERS**", as well as their respective heirs, legal representatives. executors, administrators, successors and assigns of the **OTHER**

WHEREAS the Owners herein above named jointly own and possess the property comprising ALL THAT Piece and Parcel of entire land bearing Plot No. 11 in Block "N" (i.e. N/11), out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 8250 Sq. Ft. (OR 766.44 Sq. Mtrs), being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza: AJNI, Together with the existing Residential Building standing thereon, covering a total Built-up area of 331.66 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 284, City Survey No. 387 and Sheet No. 33. situated at Scientific Society. Near Aath Rasta Chowk, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District Nagpur, AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 11 in Block "N" (ie. N/11), out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, admeasuring 8250 Sq Ft. (766.44 Sq. Mtrs), being a portion of the entire land bearing Khasra Nos 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza: AJNI, bearing Corporation House No. 284, City Survey No. 387 and Sheet No. 33, situated at Scientific Society. Near Aath Rasta Chowk, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District: NAGPUR, Originally belonged to Shri. Krishnarao S/o Ramchandrarao Badkas, father of the Owners above named, being his separate and self acquired property, having been purchased the same by him from the scientific co-operative housing society limited, Nagpur, a society duly registered under the co-operative societies Act (II of 1912) bearing registration no. 321 having its registered office at Scientific Society, Laxminagar, Nagpur by a sale deed dated 13/04/1961, which is duly registered at the office of sub-registrar, Nagpur in book no. I at Sr. no. 2957 on 20/05/1968; AND



WHEREAS the aforesaid entire land comprising khasra nos. 4/1, 4/2, 7/2, 24,25 and 26/1-4 is converted for non-agricultural (residential) use by the sub-divisional officer, Nagpur vide his order passed in revenue case no. 104/A-2/66-67 of mouza – AJNI; AND

WHEREAS the layout of the aforesaid scientific co-operative housing society limited, Nagpur is duly sanctioned and approved by the Nagpur improvement trust, Nagpur under an agreements dated 13- 4-1942 and 22-2-1952 made between the said society and the Nagpur improvement trust, Nagpur; AND

WHEREAS the aforesaid Shri Krishnarao S/o Ramchandrarao Badkas later on constructed a Double Storeyed Residential House on the said Plot No. N/11 covering a total Built-up area of 331.66 Sq.Mtrs, bearing Corporation House NO. 284, City Survey No 387 and Sheet No. 33 in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No CS/3779/4686 Dated 17.05.1961, AND

WHEREAS the aforesaid Shri Krishnarao S/o Ramchandrarao Badkas left for heavenly abode on 01-04-2000 and consequent upon his death/demise, his aforesaid entire property devolved upon his Widow Smt. Prabhavati Krishnarao Badkas, three sons namely (i) Shri Ramchandra Krishnarao Badkas, (ii) Shri. Narayan Krishnarao Badkas and (iii) Dr.Jayant Krishnarao Badkas and only daughter namely Mrs.Priti W/o Ramesh Ghonge jointly by way of intestate succession, being the only legal heirs of the deceased; AND

During the course of time the Smt. Prabhavati Krishnarao Badkas also left for heavenly abode on 07-02-2012 and consequent upon her death/ demise, her share in the aforesaid property devolved upon her aforesaid three sons and only daughter namely (i) Shri. Ramchandra Krishnarao Badkas, (ii) Shri. Narayan Krishnarao Badkas, (iii) Dr.Jayant Krishnarao Badkas and (iv) Mrs.Priti W/o Ramesh Ghonge and they became the Joint/ Co-owners of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS during the course of time the Dr.Jayant Krishnarao Badkas left for heavenly abode on 29-07-22 and consequent upon his death/demise, his share in the aforesaid property devolved upon his heirs namely (i) Smt. Bharti Wd/o Dr.Jayant Badkas (ii) Shri. Abhijeet S/o Jayant Badkas, and (iii) only daughter Ms.Bhagyashree Wakhare, jointly by way of intestate succession, being the only legal heirs of the deceased. As a result therefore the said (i) Shri. Ramchandra Krishnarao Badkas (ii) Shri. Narayan Krishnarao Badkas (iii) Smt. Bharti Wd/o Jayant Badkas (iv) Shri. Abhijeet S/o Jayant Badkas, (v) Bhagyashree Wakhare and (vi) Mrs.Priti W/o Ramesh Ghonge have now become the Joint/co-owners of the aforesaid entire property with heritable and transferable rights therein. That is to say Shri. Narayan Badkas, Shri. Ramchandra Badkas, and Smt. Priti Ghonge have 1/4th share each and Smt. Bharati Jayant Badkas, Abhijeet Jayant Badkas and Bhagyashree Wakhare jointly have ¼ share in the aforesaid property.



WHEREAS out of the Owners mentioned in para above serial Nos 1 to above serial nos. 1 ,2 and 3(a) to 3(c) are staying in and are in possession of the said property, AND

WHEREAS for various cogent reasons and good causes the Owners above named have now jointly decided to execute this agreement and get it registered so as to develop the aforesaid property comprising Plot No: N/11, situated at Scientific Society, Laxminagar, Nagpur in Tahsil and District Nagpur into a Residential Estate by constructing a seven storeyed Building thereon consisting of maximum 14 various self contained separate Apartments therein i.e. 2(Two) Apartments on each Floor and maximum Ground Floor + Seven Upper Floors; AND

WHEREAS the Owners being thus desirous of developing the said property and the Developer firm herein above named, which is a reputed and well experienced firm 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. N/11, situate at Scientific Society, Laxmi Nagar, Nagpur in Tahsil and District Nagpur to the Developer above named 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 ALL THAT Piece and Parcel of land bearing Plot No. 11 in Block "N" (i.e. N/11), out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 8250 Sq Ft. (OR 766.44 Sq. Mtrs.), being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza: AJNI, Together with the existing residential building standing thereon, covering a total built-up area of 331.66. Mtrs., including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing corporation house no. 284, city survey no. 387 and sheet no. 33, situated at scientific society, near aath rasta chowk, Laxminagar, Nagpur, within the limits of the Nagpur municipal corporation ward no. 75 in tehsil and district : NAGPUR and more particularly described in the scheduled hereunder written.
- (2) THAT the monitory consideration agreed is Rs. 3,54,00,000/- (Rupees Three crore & Fifty Four Lakh) only, which the developer has specifically agreed to pay to the owners in the following manner. In addition to the said monitory consideration, the developer has specifically agreed to give to the 4 owners 4 (Four) 4BHK Apartments on West Wing of the proposed building i.e one 4BHK Apartment to Owner No. 1 Shri. Ramchandra Badkas on Third Floor, one 4BHK Apartment jointly to Owner No. 3 Smt. Bharati Badkas, Abhijeet Badkas and Bhaghyashree Wakhare on Second Floor AND one 4BHK Apartment to Owner No. 4 Smt. Priti Ghonge on Fourth Floor) AND one



4BHK Apartment to Owner No. 2 Shri. Narayan Badkas on Fifth Floor in West Wing of the proposed building covering Built up Area 170 Sq. Mtrs. i.e. 1836 Sq.ft. approximately (Super Built up area 200 Sq. Mtrs. i.e. 2160 approximately). The said apartments to be handed over the owners shall be with the facilities and and list of specifications attached to this agreement which is and shall be part and parcel of this agreement.

MANNER OF PAYMENT:

Payment to be made by the Developer to all the Owners.

Rs. 13,50,000/-

(Rupees Thirteen Lakh Fifty Thousand) Only paid by the Developer to the Owner No 1 Ramchandra Badkas / by Cheque No. 000001 on 20/12/22 Drawn on AU Small Finance Bank, Ramdaspath Branch, Nagpur, the receipt whereof is acknowledged by the said owners

Rs. 13,50,000/-

(Rupees Thirteen Lakh Fifty Thousand) Only paid by the Developer to the Owner No.2 Narayan Badkas by Cheque No. 000002 on Dated 20/12/22, Drawn on AU Small Finance Bank, Ramdaspath Branch, Nagpur, the receipt whereof is hereby acknowledged by the said owner.

Rs. 6,75,000/-

(Rupees Six Lakh & Seventy Five Thousand) only paid by the developer to the owner no. 3(a) Smt. Bharti Wd/o Jayant Badkas by cheque no. 000003, on dated 20/12/2022, drawn on AU Small Finance Bank, Ramdaspath Branch, Nagpur, the receipt whereof is hereby acknowledged by the said owner.

Rs. 6,75,000/-

(Rupees Six Lakh & Seventy Five Thousand) only paid by the developer to the owner no. 3(c) Ms. Bhagyashree Wakhare by cheque no. 000004 on dated 20/12/2022, drawn on AU Small Finance Bank, Ramdaspath Branch, Nagpur, the receipt whereof is hereby acknowledged by the said owner.

Rs. 13,50,000/-

(Rupees Thirteen Lakh Fifty Thousand) Only paid by the Developer to the Owner No.4 Smt. Priti Ghonge by Cheque is No. 000005 on Dated 00/10/2022, Drawn on AU Small Finance Bank, Ramdaspath Branch, Nagpur, on 20/12/2022 the receipt whereof is hereby acknowledged by the said owner.

Rs. 5,40,000/-

(Rupees Five Lakh Forty Thousand) only deducted by the developer towards TDS in respect of payments made to all the 4 Owners @10% of the payment.

Rs. 13,50,000/-

(Rupees Thirteen Lakh Fifty Thousand) only paid by the developer to the owner no. 1 Ramchandra Badkas by Cheque no. 000004 on dated 20/12/2022 Drawn on AU Small Finance Bank, Ramdaspath Branch, Nagpur, at the time of execution of this agreement of this



Handwritten signatures and initials in blue ink.

agreement, the receipt whereof is hereby acknowledged by the owners.

Rs. 13,50,000/-

(Rupees Thirteen Lakh Fifty Thousand) only paid by the developer to the owner no. 2 Narayan Badkas by Cheque no. 000007, on dated 20/12/2022. Drawn on AU Small Finance Bank, Ramdaspeth Branch, Nagpur, at the time of execution of this agreement, the receipt whereof is hereby acknowledged by the owners.

Rs. 6,75,000/-

(Rupees Six Lakh & Seventy Five Thousand) only paid by the developer to the owner no. 3(a) Smt. Bharti Wd/o Jayant Badkas by cheque no. 000008, on dated 20/12/2022, drawn on AU Small Finance Bank, Ramdaspeth Branch, Nagpur, on 20/12/2022, the receipt whereof is hereby acknowledged by the said owner.

Rs. 6,75,000/-

(Rupees Six Lakh & Seventy Five Thousand) only paid by the developer to the owner no. 3(c) Ms. Bhagyashree Wakhare by cheque no. 000009, on dated 20/12/2022 drawn on AU Small Finance Bank, Ramdaspeth Branch, Nagpur, the receipt whereof is hereby acknowledged by the said owner.

Rs. 13,50,000/-

(Rupees Thirteen Lakh Fifty Thousand) only paid by the developer to the owner no. 4 Smt. Priti Ghonge by cheque no. 000010, on dated 20/12/2022. Drawn on AU Small Finance Bank, Ramdaspeth Branch, Nagpur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Owners.

Rs. 5,40,000/-

(Rupees Five Lakh Forty Thousand) Only agreed to be deducted by the Developer from the sale 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 within a period of 30 (THIRTY) Days.

Rs. 54,90,000/-

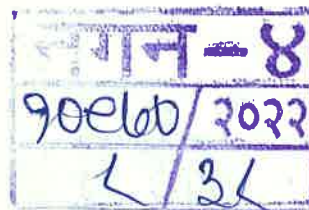
(Rupees Fifty Four Lakh Ninety Thousand) Only (i.e Rs. 18,30,000/- Rupees Eighteen Lakh Thirty Thousand each after deduction of TDS @ 10%) agreed to be paid by the Developer to Owners Nos. 1, 3 and 4 after delivery of possession of the said property in vacant condition to the developer and the vacant possession of the property shall be handed over after sanctioning of building plan.

Rs. 20,30,000/-

(Rupees Twenty Lakh Thirty Thousand) Only (after deduction of TDS @ 10%) agreed to be paid by the Developer to Owners No. 2 after delivery of possession of the said property in vacant condition to the developer and the vacant possession of the property shall be handed over after sanctioning of building plan.

Rs. 80,00,000/-

(Rupees Eighty Lakh) Only (ie. Rs. 20,00,000/- Rupees Twenty Lakh each after deduction of TDS @ 10%) through demand draft agreed to be paid by the Developer to 4 Owners within six months from



the date of sanctioning of Building map by the planning authority.

Rs. 80,00,000/-

(Rupees Eighty Lakh) Only (ie. Rs. 20,00,000/- Rupees Twenty Lakh each after deduction of TDS @ 10%) through demand draft agreed to be paid by the Developer to the 4 Owners within Twelve months from the date of sanctioning of Building map by the planning authority.

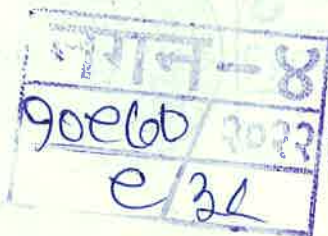
Rs. 3,54,00,000/-

Total (RUPEES THREE CRORE FIFTY FOUR LAKH ONLY)

The payment referred above shall be made on due dates as per schedule given above and in case the payments mentioned above are delayed for any reasons whatsoever, the developer shall be liable to pay interest @12% p.a. from the date of default till realisation, on such delayed payments.

(A) That besides the aforesaid consideration, the Developer has further specifically agreed to construct and provide at his costs **1 (One) 4 BHK Apartment** covering **Built up area 170 Sq. Mtrs.** i.e. 1836 Sq.ft. approximately (Super Built up area 200 Sq. Mtrs. i.e. 2160 Sq.ft. approximately) on the **THIRD FLOOR** (West Wing) with undivided proportionate share and interest in Plot No. N/11 out of a seven storied Building proposed to be constructed on the said Plot No. N/11 in accordance with the Plan which is proposed to be sanctioned and to give grant and convey the same to the **Owner No. 1 SHRI. RAMCHANDRA S/o LATE SHRI. KRISHNARAO BADKAS** in duly finished and completed condition within 30 (Thirty) Months from the date of delivery of possession of the existing premises by the Owner to the Developer and after building map sanctioned by the Development Authority. If the Developer fails to hand over the Possession of Apartment within stipulated time as mentioned hereinabove then in such event the Developer is liable to pay increase in rent of Rs. 10,000/- per month to the Owner No. 1 The cost of construction is not subject to any increase inspite of rise in prices of various building materials over the basic rates.

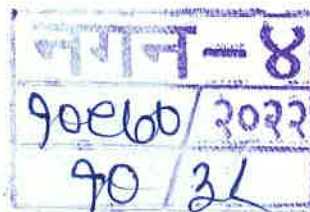
(B) That besides the aforesaid consideration, the Developer has further specifically agreed to construct at its own costs **1 (One) 4 BHK Apartment** covering **Built up Area 170 Sq. Mtrs.** i.e. 1836 Sq.ft. approximately (Super Built up area 200 Sq. Mtrs. i.e. 2160 approximately) on the **FIFTH FLOOR** (West Side) with undivided proportionate share and interest in Plot No. N/11 out of a Multistoried Building proposed to be constructed on the said Plot No. N/11 in accordance with the Plan which is proposed to be sanctioned and to give. grant and convey the same to the **Owner No. 2 SHRI. NARAYAN S/o LATE SHRI. KRISHNARAO BADKAS** in duly finished and completed condition within 30 (Thirty) Months from the date of delivery of possession of existing premises by the owner to the developer and after building map sanction by the development authority. If the developer fails to hand over the possession of the existing premises by the Owner to the Developer and after building



map sanctioned by the Development Authority. If the Developer fails to hand over the Possession of Apartment within stipulated time as mentioned hereinabove then in such event the Developer is liable to pay increase in rent of Rs. 10,000/- per month to the Owner No. 2. The cost of construction is not subject to any increase inspite of rise in prices of various building materials over the basic rates.

(C) That besides the aforesaid consideration, the Developer has further specifically agreed to construct at its own costs **1 (One) 4 BHK Apartment covering Built up area 170 Sq. Mtrs.** i.e. 1836 Sq.ft. approximately (Super Built up area 200 Sq. Mtrs. i.e. 2160 Sq.ft. approximately) on the **SECOND FLOOR** (West Side) with undivided proportionate share and interest in Plot No. N/11 out of a Multistoried Building proposed to be constructed on the said Plot No. N/11 in accordance with the Plan which is proposed to be sanctioned and to give, grant and convey the same to the **Owner Nos. 3(a), 3(b), 3(c) -SMT. BHARTI Wd/o JAYANT BADKAS, SHRI ABHIJEET S/o JAYANT BADKAS and Ms. BHAGYASHREE WAKHARE** Collectively. (Before marriage Name Aparna D/o Jayant Badkas) in duly finished and completed condition within 30 (Thirty) Months from the date of delivery of possession of the existing premises by the Owner to the Developer and after building map sanctioned by the Development Authority. If the Developer fails to hand over the Possession of Apartment within stipulated time as mentioned hereinabove then in such event the Developer is liable to pay increase in rent of Rs. 10,000/- per month to the Owner No. 3(a), 3(b) and 3(c) collectively. The cost of construction is not subject to any increase inspite of rise in prices of various building materials over the basic rates.

(D) That besides the aforesaid consideration, the Developer has further specifically agreed to construct at its own costs **1 (One) 4 BHK Apartment covering Built up area 170 Sq. Mtrs.** i.e. 1836 Sq.ft. approximately (Super Built up area 200 Sq. Mtrs. i.e. 2160 Sq.ft. approximately) on the **FOURTH FLOOR** (West Side) with undivided Proportionate share and interest in Plot No. N/11 out of a Multistoried Building proposed to be constructed on the said Plot No. N/11 in accordance with the Plan which is proposed to be sanctioned and to give, grant and convey the same to the **Owner No. 4 MRS. PRITI W/o RAMESH GHONGE** (Maiden name Ku. Meenakshi D/o Late Shri. Krishnarao Badkas) in duly finished and completed condition within 30 (Thirty) Months from the date of delivery of possession of the existing premises by the Owner to the Developer and after building map sanctioned by the Development Authority. If the Developer fails to hand over the Possession of Apartment within stipulated time as mentioned hereinabove then in such event the Developer is liable to pay increase in rent of Rs. 10,000/- per month to the Owner No. 4. The cost of construction is not subject to any increase inspite of rise in prices of various building materials over the basic rates. The apartments agreed to be given to the 4 owners shall be as per as per specifications given in the List, forming part and parcel of this agreement.



(3) THAT the developer has agreed to reimburse individually the rent of Rs. 25,000/- (Rupees Twenty Five Thousand) per month, to each owner from the date of vacating the house till the owner gets possession of the new flats. That the Developer is not liable to pay shifting charges or any brokerage for rental accommodation. Mode of payment shall be on Three monthly basis payable in advance to individual owners through cheque, till handing over of Apartment in all respect. THAT, it is clarified that the amount of increase in rent for delay is in addition to the monthly rent agreed to be paid by the Developers to the Owners till handing over of possession of the chosen Apartments.

(4) That it is specifically agreed and understood by and between the parties hereto that it shall be the sole liability and responsibility of the Developer to pay Rs. 4,00,000/- (Rupees Four Lakh) i.e. Rs. 1,00,000/- (Rupees One Lakh) on behalf of each owner only one time Maintenance Charges i.e. Corpus Fund in respect of 4 Apartments chosen to be retained by the Owners to the maintenance Committee as decided by it at the time of completion of construction works and shall always indemnify the Owners against such payments. That the Developer hereby specifically agrees to pay proportionate maintenance charges of unsold apartments.

(5) 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 be 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.

(6) THAT the Owners hereby allow and permit the Developer to demolish the existing structure standing on the said Plot of land after Registration of Agreement of Development and after getting proposed building map sanctioned from concerned authority exclusively from and out of developers own costs and expenses. All the old building material taken out therefrom shall always belongs to the Developer with a right of disposal upon the same.

(7) THAT the owners are having 3 electric meters in the premises. It is agreed that the developer shall use and consume electricity only from one meter standing in the name of Ramchandra Badkas and shall surrender other 2 meters. The developer is aware that the meter installed in the premises are for domestic use and therefore developer shall take appropriate permission from the MSSEDCL for the use of one meter for construction purposes. All the bills towards the use of electricity from the meter retained as above, shall be the responsibility of the developer and developer shall always keep the owners indemnified against such payments. Similarly there is a water meter installed in the premises in the name of Krushnarao Badkas. The developer shall take appropriate permission to use the said meter from the concerned authority before starting the work of construction and shall pay all the charges after the premises are vacated by the Owners. The developer shall always keep the owners indemnified towards any outstanding bills, damage or loss caused due to electric connection, after taking possession of the premises



(8) THAT the Owners hereby allow and permit the Developer to purchase the T.D.R. (Transferable Development Rights) at its own cost and utilize such TDR in construction to be carried out on the said Plot No. N/11. If any TDR remains unused, the developer will cease to have any right to use the same on the plot No. N-11. 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.

(9) THAT the Developer hereby assures the Owners that it shall execute 4 separate Apartment Deeds for the aforesaid 4 Apartments retained by the Owners in their favour. The expenses required for Registration of the said Apartment Deeds such as Stamp Duty, Registration Fees, etc shall be borne and paid by the Developer.

(10) THAT it shall be the sole liability and responsibility of the Developer to obtain the completion certificate and 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.

(11) THAT the Real Estate (Regulation and Development) Act, 2016 having come into force with effect from 01/05/2017 is applicable to the said proposed project and thus all the Terms, Rules and conditions, Regulations and provisions of the said Act are also applicable to the aforesaid entire project and thus it shall be the sole liability and responsibility of the Developer to get the aforesaid proposed project Registered with RERA within the stipulated period and shall always indemnify the Owners against the same.

(12) THAT the Developer hereby assures the Owners that the name of the proposed building shall be Krushnaprabha.

(13) That the building proposed to be constructed shall be purely residential building and in no circumstances the purchasers of such Apartment shall be entitled to use such Apartment for commercial purpose including but not limiting to Tuition Classes, Offices, Shops, Boutique, Restaurant, Canteen, etc.

(14) THAT the Owners hereby assure the Developer that they shall co-operate to obtain all necessary consent letters, No Objection Certificates/Papers/Documents/No Objection Certificate from the Scientific Society as may be required for the aforesaid proposed project of Development from the various Government/Semi-Government Departments and Offices and deliver the same to the Developer immediately on its receipt. The expenses required for the same shall be borne and paid by the Developer. However it is made clear that the entire work/ procedure to obtain such NOC etc. shall be exclusively done by developer only. It is further clarified that the consideration amount referred herein before shall not be delayed by the



developer merely because any such certificate/ NOC/ permission etc. is not received by the developer.

(15) THAT the Owners further assure the Developer that the property hereby agreed to be developed is their ancestral property belonging to them alone having devolved upon them jointly consequent to the death of their father and mother as mentioned above and that none except them have acquired any manner of right, title, and/or interest of any kind whatsoever in respect of the same.

(16) THAT the development will be free from encumbrances of all kinds whatsoever for title verification only and also free from payment of Non Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges, Society's Dues and all other outgoings etc. If any levied on the property hereby agreed to be developed are payable by the Owners only up-to date registration 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.

(17) THAT the Owners 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.

(18) 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 event if any mis-statement, error or omission will always be subject to correction by the parties hereto.

(19) 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 seven storied Building thereon consisting of 14 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 agrees 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.

(20) THAT it is clearly understood and agreed by the Owners that they shall deliver a vacant and peaceful possession of the constructed units/ Apartments to the Developer or its nominee(s) i.e. Prospective Purchaser at the time of Registration of the Sale Deed(s). However the Owners shall deliver the possession of the said Plot of land to the Developer for its Development purposes only after sanction of the building plan by concerned authorities, which shall be in the nature of License only.



(21) 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 approved Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur. However the owners shall have every right to enter into the said premises and to inspect the construction and quality of the material to be used in the apartments.

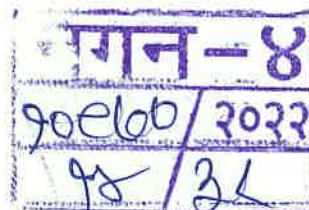
(22) THAT the Owners do hereby allow and permit the Developer to display it's name board at site after execution of this Agreement. The Owners further allow and permit the Developer to publish a Public Notice for verification of title in respect of the said property.

(23) THAT the Developer shall have full liberty to advertise for the sale of the Built-up spaces (excluding the 4 Apartments chosen to be retained by the owners) as mentioned above out of the 7 storeyed building proposed to be constructed on the said Plot of land Together with the Undivided proportionate share and interest in the said Plot 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 therefor 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 it question the accountability thereof in any manner whatsoever.

(24) 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 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 there 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.

(25) 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. N/11 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 and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various apartments in the proposed building alongwith the Undivided proportionate share and interest in the said Plot of land, (excluding 4 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.

(26) THAT the Owners shall execute 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 Agreements, Building Maps, Revised Building maps, Applications, Affidavit, Purchase of TDR



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 retained by not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects, including formation of society. 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 balance sale consideration and possession of the 4 Apartments from the Developer in duly finished and completed condition as committed by the Developer. Notwithstanding anything contained herein above, the said power of attorney shall not be in respect of the 4 apartments agreed to be transferred to the Owners, as stated above. It will be the sole responsibility of the developer to form the society after sale of apartments and till that time it shall be responsibility of the developer to pay corporation taxes, maintenance charges etc. for the unsold apartments.

(27) 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.

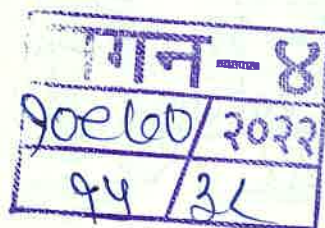
(28) THAT the Owners agree to pay and discharge all their Income Tax, Wealth Tax and Capital Gain Tax liabilities if any, arising out of this transaction.

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

(30) THAT the Developer hereby assures the Owners that it shall submit the building plans/Revised plans of the proposed 7 storeyed building to the Nagpur Improvement Trust/Nagpur Municipal Corporation within 1 (One) Months from the date of obtaining TDR Certificate or from the date of Registration of Development Agreement whichever is later and shall start the construction of the proposed 7 storeyed Building within 1 (One) Month from the date of sanction of Plan(s) from the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur or from the date of vacant possession whichever is later.

(31) 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 Plot of land in favour of each such individual prospective buyer(s) in all relevant records.

(32) THAT the Developer also agrees to pay charges to M.S.E.D.C.L. for obtaining electric meter in the name of the Owners in respect to their respective apartments and NMC for Water Meter charges, 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 7 storeyed 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.

(33) 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, including the meters in the name of the owners.

(34) THAT, upon completion of the building within the time stipulated herein above, the Developer shall obtain occupancy certificate from the Planning Authority. The Developer shall distribute the entire i.e. 100% undivided share in the land to the Apartment Owners in proportion to the F.S.I. consumed and shall not keep any balance reserved. Upon completion of the project any increased FSI, whether free or paid, shall belong to the Apartment Owners and Developer shall have no claim in that regard.

(35) 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 OF PROPERTY AGREED TO BE DEVELOPED INTO 7 STOREYED BUILDING CONTAINING 14 APARTMENTS.

(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. 11 in Block "N" (i.e. N/11), out of the sanctioned layout of THE SCIENTIFIC CO OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, admeasuring 8250 Sq. Ft. (i.e. 766.44 Sq. Mtrs), being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza : AJNI, Together with the existing Residential House standing thereon, covering a total Built-up area of 331.66 Sq. Mtrs, including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 284, City Survey No. 387 and Sheet No. 33, situated at Scientific Society, Near Aath Rasta Chowk, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District: NAGPUR and bounded as under –

ON THE EAST	-	PLOT NO. 1 AND 2 IN BLOCK "N".
ON THE WEST	-	30 FT. WIDE ROAD.
ON THE NORTH	-	40 FT. WIDE ROAD.
ON THE SOUTH	-	PLOT NO. 10 IN BLOCK "N".



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.

WITNESSES:



(1) Impressor



R. K. Badkas

(RAMCHANDRA KRISHNARAO BADKAS)



(2) For



Narayan

(NARAYAN KRISHNARAO BADKAS)



3 (a)

SMT. BHARTI Wd/o JAYANT BADKAS

Mrs. Badkas



3(b) SHRI. ABHIJEET S/o JAYANT BADKAS

अभिजीत



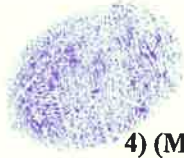
3(c) Ms. BHAGYASHREE WAKHARE

Bhagya



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१०९६०/२०२२
१६/३६





Ghonge



4) (MRS. PRITI RAMESH GHONGE)

(Maiden name Ku. Meenakshi D/o Krishnarao Badkas)

"OWNERS"

FOR M/S OMKARA BUILDCON



1)

Kokate

(SADANAND MADHAVRAO KOKATE)



2)

Bajirao

(VITTHAL RAMCHANDRA BAJIRAO)



3)

Sonkusare

(RAVINDRA SEWAKRAM SONKUSARE)



Partners

"DEVELOPER"

