267/7024
Monday,July 25 ,2022
2:39 PM

पावती

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

पावती क्र.: 10700 दिनांक: 25/07/2022

गावाचे नाव: अजनी
दस्तऐवजाचा अनुक्रमांक: नगन4-7024-2022
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मे. सी-क्राफ्ट इंफ्रा प्रा. लि. तर्फे संचालक श्री. संजय लक्ष्मणराव नरड - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1040.00
पृष्ठांची संख्या: 52	
एकूण:	रु. 31040.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
2:57 PM ह्या वेळेस मिळेल.

A-102
NGP4
सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

बाजार मुल्य: रु.58576500 /-
मोबदला रु.55000000/-
भरलेले मुद्रांक शुल्क : रु. 2928825/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1040/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2507202204441 दिनांक: 25/07/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005442984202223E दिनांक: 25/07/2022
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH005442984202223E	BARCODE		Date	25/07/2022-11:22:23	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAJCC9255D
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	C CRAFT INFRA PRIVATE LIMITED
Location	NAGPUR		
Year	2022-2023 One Time	Flat/Block No.	Plot No. 7/1 in Block T T-7/1
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Registration Fee	30000.00	Road/Street	AJNI
		Area/Locality	Scientific Society, Laxminagar, Na
		Town/City/District	gpur
		PIN	4 4 0 0 2 2
		Remarks (If Any)	PAN2=AEMPM5509C~SecondPartyName=MRS KALPANA DADARAO MOHOD AND OTHERS~
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.	00040572022072504974	CKU2984363
Cheque/DD No.		Bank Date	RBI Date	25/07/2022-11:24:26	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. : 9730414589

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.

नगन-४
६०२६ / २०२२
Page 1/1 ९ / ५२

THE JOINT SUB-REGISTRAR CLASS-2 NAGPUR

Print Date 25-07-2022 11:26:15

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

Office of the H600901
Collector of Stamps, Nagpur City
Adj. Case No. 88/2022
Date 20/06/2022

Received From Shri/Smt./M/s. S Craft Infra Private Limited through Sanjay Laxmanrao Narad
Residing at Nagpur.
Market Value Rs. 5,85,76,500/-
Stamps duty of Rs. 29,28,825/- (In words Rs. Twenty Nine Lakh Twenty Eight thousand Eight Hundred Twenty Five Rupees only)
Paid vide e-Challan No. MH004800645207222E date 11/07/2022

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 29,28,925/- (In words Rs. Twenty Nine Lakh Twenty Eight thousand Eight Hundred Twenty Five) with which instrument is chargeable has been paid as per Article 36-A)25 b(i) of Schedule-I.

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

Nagpur
Date 20/7/22

Collector of Stamps
Nagpur City

हा 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

Collector of Stamps ★ NAGPUR CITY ★

AGREEMENT OF RE-DEVELOPMENT

FOR RS. 5,50,00,000 =00 ONLY

MARKET VALUE RS. 5,85,76,500 =00 ONLY

THIS AGREEMENT OF RE-DEVELOPMENT is made on this 25th Day of JULY, 2022 BETWEEN (1) MRS. KALPANA W/o DADARAO MOHOD, Aged 62 Years, Occupation - Retired **(PAN AEMPM5509C & AADHAR 9489 5761 8445)**, (2) SHRI. AMBARISH S/o ARUN SAPRE, Aged 41 Years, Occupation - Business **(PAN ATIPS2808R & AADHAR 7250 5534 7084)**; (3a) SHRI. SATISH S/o AMBADAS JOSHI, Aged 67 Years, Occupation - Retired **(PAN ABDPJ8349K & AADHAR 9105 1116 5090)**; (3b) MRS. SAVITA W/o SATISH JOSHI, Aged 64 Years, Occupation – Housewife **(PAN ASYPJ9862B & AADHAR 5396 0189 4559)**, (4) MRS. REKHA W/o SHARAD MAHORE, Aged 63 Years, Occupation - Housewife **(PAN ACJPM6224F & AADHAR 7129 4426 4944)**; (5) MRS. VRUNDA W/o SANJAY NANDEDKAR, Aged 50

नमन - ४
२८/७/२०२२
३/५२

Years, Occupation – Service **(PAN AIKPN0171D & AADHAR 2999 7020 6688)**, (6) SHRI. SHAILENDRA SINGH S/o LATE SHRI. KISAN SINGH SISODIA, Aged 59 Years, Occupation - Service **(PAN AFKPS4052H & AADHAR 5060 6594 1514)**, (7) SHRI. AVINASH S/o ANANT JATKAR, Aged 52 Years, Occupation - Business **(PAN ADLPJ3087A & AADHAR 3906 8170 4292)**, (8) SHRI. SHANKUNHI MENON GOPAKUMAR, Aged 74 Years, Occupation - Retired **(PAN CBVPS3717A & AADHAR 4731 9789 0323)**; (9a) SHRI. AMITABH S/o RANBIRSINGH THAKUR, Aged 50 Years, Occupation - Business **(PAN ABKPT3707C & AADHAR 8282 6924 3973)**; (9b) MRS. PRIYANKA W/o AMITABH THAKUR, Aged 43 Years, Occupation – Business **(PAN ACEPT6657L & AADHAR 4502 2164 9190)**, (10) SHRI. AMIT S/o MADHUKAR JAIN, Aged 41 Years, Occupation - Chartered Accountant **(PAN AGGPJ9873N & AADHAR 4226 1380 4470)**; (11) MRS. SHAKUNTALA W/o DILIP SHRIVASTAVA, Aged 67 Years, Occupation - Housewife **(PAN CRHPS4108M & AADHAR 7462 3438 1279)**; (12a) SMT. SHOBHA Wd/o LATE SHRI. DATTATRAYA JAGAM, Aged 75 Years, Occupation - Housewife **(PAN BXPPJ0811B & AADHAR 7146 1540 9826)**, (12b) SHRI. HARSHVARDHAN S/o LATE SHRI. DATTATRAYA JAGAM, Aged 54 Years, Occupation - Service **(PAN ABDPJ8395F & AADHAR 6282 6767 4113)**; AND (12c) MRS. HEMA W/o ARUN DEO, Aged 52 Years, Occupation - Housewife **(PAN FIGPD0420N & AADHAR 4019 8394 4584)**. All Residents of Shreyas Apartments, Plot No. 7/1 in Block 'T', Laxmi Nagar, Nagpur, 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. C-CRAFT INFRA PRIVATE LIMITED **(PAN AAJCC9255D)**, A Company duly Incorporated under the Companies Act, 2013 bearing Incorporation Certificate No. U45209 MH2021 PTC371803, having its Registered Office at Flat No. C2-3-1, 3rd Floor, Radhakrishna Apartments, Chintamani Nagar, Nagpur and acting through its Director SHRI. SANJAY S/o LAXMANRAO NARAD, Aged 48 Years, Occupation – Business, Resident of Plot No. 151, Farmland, Ramdaspeth, Nagpur-440010, Tahsil and District – NAGPUR **(PAN ACXPN4170F & AADHAR 2682 8530 6309)**, hereinafter called the DEVELOPER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY, as well as, its liquidators, administrators and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 7 in Block "U" out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, containing by admeasurement 8000 Sq. Ft. (OR 743.20 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-

Contd. . .

नग-8
6028 | 2022
8 | 22

4 of Mouza - AJNI, P S K. 9, bearing City Survey No. 140 and Sheet No. 83/14 of Mouza - AJNI, situate at Scientific Society, Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Shri. Narayanrao S/o Krishnajee Kularkar having 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 Rani Laxminagar, Nagpur by a duly Registered Sale Deed Dated 27-3-1939; AND

WHEREAS the aforesaid entire land comprising Kh. Nos. 4/1, 4/2, 7/2, 25/1 and 26/1-2-3-4 is converted for Non-Agricultural (Residential) Use by the Sub-Divisional Officer, Nagpur vide his Order Dated 16-10-1976 passed in Revenue case No. 104/A-2/1966-67; AND

WHEREAS the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement Dated 22-2-1952 made between the said Society and the Nagpur Improvement Trust; AND

WHEREAS the said Shri. Narayanrao S/o Krishnajee Kularkar lateron transferred the said Plot No. 7 in Block 'U' by way of Sale to Shri. Shripad S/o Gopal Mujumdar by a duly Registered Sale Deed Dated 17-10-1942; AND

WHEREAS consequent upon the death of Shri. Shripad S/o Gopal Mujumdar the aforesaid entire property devolved upon his 2 sons namely Shri. Gopal and Shri. Krishna, by way of intestate succession. The said Shri. Gopal S/o Late Shri. Shripad Mujumdar and Shri. Krishna S/o Late Shri. Shripad Mujumdar lateron jointly effected a Partition of the said property in between them on 20-7-1966 and thereby the said Plot No. U-7 was allotted to the exclusive share of Shri. Gopal S/o Late Shri. Shripad Mujumdar absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Shri. Gopal S/o Late Shri. Shripad Mujumdar further transferred the said Plot No. 7 in Block 'U' by way of Sale to Shri. Moreshwar S/o Gangadharrao Kayande and Shri. Malhar S/o Bhikaji Gore jointly by a Sale Deed Dated 29-7-1968, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2345 on even date; AND

WHEREAS the said Plot No. 7 in Block 'U' was wrongly included in the adjoining layout belonging to the Nagpur Improvement Trust. The Nagpur Improvement Trust accepted the facts of its encroachment on the said Plot of land. However it had no other Plot of same size and dimensions which could have been given in exchange to Shri. Moreshwar S/o Gangadharrao Kayande and Shri. Malhar S/o Bhikaji Gore directly. As such with due consent of Nagpur Improvement Trust and Letter of Authority

नगन – ४
७०२४ / २०२२
४ / ४२

Dated 23-10-1971, the said Society took up the said matter of Shri. Moreshwar S/o Gangadharrao Kayande and Shri. Malhar S/o Bhikaji Gore to the Nagpur Improvement Trust and finally the area of the said Plot No. 7 in Block U so included in the total extent of land encroached upon by The Nagpur Improvement Trust was agreed to be given to the said Owners by an exchange of land, AND

WHEREAS accordingly by a Deed of Exchange Dated 6-6-1980 which is Registered in the Office of the Joint Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 3348 on 4-7-1980 made between The Scientific Co-operative Housing Society Limited, Nagpur and the Nagpur Improvement Trust, a Piece of land containing by admeasurement 44150 Sq. Ft. was exchanged by the Nagpur Improvement Trust with the said Society in order to regularise the Plots out of its Layout; AND

WHEREAS in accordance with the sanctioned Plan a Piece of land bearing Plot No. T-7/1 having similar size and dimension was newly carved out and the same was allotted by the said Society to Shri. Moreshwar S/o Gangadharrao Kayande and Shri. Malhar S/o Bhikaji Gore vide its Resolution No. 8 passed in its Managing Committee's meeting held on 21-9-1980 as the original Plot No. 7 in Block U was nonexistent in the Society's layout, AND

WHEREAS the said Shri. Malhar S/o Bhikaji Gore lateron relinquished all his right, title and interest in respect of the said Plot No. T-7/1 in favour of Shri. Moreshwar S/o Gangadharrao Kayande by a Deed of Release Dated 25-1-1982, which is duly Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 403 on even date, AND

WHEREAS the said Shri. Moreshwar S/o Gangadharrao Kayande lateron transferred the said Plot No. T-7/1 by way of Gift to his wife Mrs. Sharika W/o Moreshwar Kayande by a duly Registered Gift Deed Dated 24-1-1985; AND

WHEREAS the said Mrs. Sharika W/o Moreshwar Kayande lateron decided to develop the said Plot No. 7/1 in Block T (T-7/1) into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. And accordingly she had entrusted the entire work of Development of the said property to M/s. Shreyas Constructions, A Partnership Firm having its Office at 10/11, Panchsheel Talkies, Wardha Road, Nagpur upon the several terms and conditions; AND

WHEREAS by the same Agreement she had also further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided Proportionate share and interest in the said Plot No. T-7/1 in favour of each such individual buyer as may be nominated by M/s. Shreyas Constructions; AND

Contd.

नगन-४

WHEREAS in pursuance of the said Agreement the said M/s. Shreyas Constructions accordingly prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot of land and to be known and styled as "SHREYAS APARTMENTS" and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/10007/13926 Dated 11-2-1982. The said Plan is lateron Revised and it bears Revised Building Permit No. CS/10428/13926 Dated 15-9-1982; AND

WHEREAS the aforesaid entire property to the provisions of The Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 thereof, which is duly Registered in the Office of the Sub-Registrar, Nagpur-III in Book No.1 at Sr. No. 505 on 1-2-1984.

WHEREAS the said Mrs. Shanka W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Prabhakar S/o Narherrao Apsingekar by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur-1 in Book No. 1 at Sr. No. 204(P) on even date. The said Shri. Prabhakar S/o Narherrao Apsingekar having paid, provided and contributed the entire agreed cost of construction of Apartment No. 1 covering a Built-up area of 62.732 Sq. Mtrs. on Ground Floor of "Shreyas Apartments" to M/s. Shreyas Constructions he became the Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS consequent upon the death of Shri. Prabhakar S/o Narherrao Apsingekar the said Apartment No. 1 devolved upon his widow Smt. Jaishree, by way of intestate succession, being the only legal heir of the deceased; AND

WHEREAS during her life time the said Smt. Jaishree W/o Late Shri. Prabhakar Apsingekar executed her LAST WILL AND TESTAMENT on 3-8-2000 and thereby she had bequeathed the said Apartment No. 1 to Shri. Pramod alias Jaytirtha S/o Goverdhan Sangam absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Smt. Jaishree W/o Late Shri. Prabhakar Apsingekar left for heavenly abode on 6-3-2002 and consequent upon her death/demise the said Apartment No. 1 devolved upon Shri. Pramod alias Jaytirtha S/o Goverdhan Sangam in terms of her Last Will Dated 3-8-2000; AND

WHEREAS the said Shri. Pramod alias Jaytirtha S/o Goverdhan Sangam lateron transferred the said Apartment No. 1 by way of Sale to Mrs. Kalpana W/o Dadarao Mohod, the Owner No. 1 hereinabovenamed, by a Sale Deed Dated 3-3-2009, which is duly Registered in the Office of the Sub Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1074 on even date; AND

नमुना – ४
६०२८ / २०२२
६ / ५२

WHEREAS in the like manner the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Arun S/o Wasudeo Sapre by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur-1 in Book No. 1 at Sr. No. 205 on even date. The said Shri. Arun S/o Wasudeo Sapre having paid, provided and contributed the entire agreed cost of construction of Apartment No. 2 covering a Built-up area of 62.709 Sq. Mtrs. on Ground Floor of "Shreyas Apartments" to M/s. Shreyas Constructions he became the Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS the said Shri. Arun S/o Wasudeo Sapre left for heavenly abode on 9-1-2016 and consequent upon his death/demise the said Apartment No. 2 devolved upon his widow Smt. Chhaya, only son Shri. Ambarish and 2 daughters namely Mrs. Archana W/o Dhananjay Ghonasgi and Dr. (Mrs.) Vaishali W/o Dhananjay Kotathane, by way of intestate succession, being the only legal heirs of the deceased, AND

WHEREAS the said Smt. Chhaya Wd/o Late Shri. Arun Sapre, Mrs. Archana W/o Dhananjay Ghonasgi and Dr. (Mrs.) Vaishali W/o Dhananjay Kotathane lateron relinquished all their respective rights, title and interest in respect of the said Apartment No. 2 in favour of her son/their brother Shri. Ambarish S/o Late Shri. Arun Sapre, the Owner No. 2 hereinabovenamed, by a Deed of Release Dated 23-5-2018, which is duly Registered in the Office of the Sub Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2728 on even date; AND

WHEREAS the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Smt. Snehalata Wd/o Late Shri. Ramkrishna Mahadeokar and Shri. Sharad S/o Kashinath Mahadeokar jointly by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur-1 at Sr. No. 206 on even date. The said Smt. Snehalata Wd/o Late Shri. Ramkrishna Mahadeokar and Shri. Sharad S/o Kashinath Mahadeokar having paid, provided and contributed the entire agreed cost of construction of Apartment No. 3 covering a Built-up area of 62.709 Sq. Mtrs. on Ground Floor of "Shreyas Apartments" to M/s. Shreyas Constructions they became the Joint/Co-Owners of the said Apartment with heritable and transferable rights therein, AND

WHEREAS the said Smt. Snehalata Wd/o Late Shri. Ramkrishna Mahadeokar and Shri. Sharad S/o Kashinath Mahadeokar lateron in their turn jointly transferred the said Apartment No. 3 by way of Sale to Shri. Prabhakar S/o Atmaram Mooley by a Sale Deed Dated 25-9-1985, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur-1 in Addl. Book No. 1, Volume No. 782 on Pages 49 to 53 at Sr. No.

Contd. . .

नगन - ४
६०२४ / २०२२
८ / ५२

3659(P) on even date. The said Sale Deed is duly signed by Shri. Moreshwar S/o Gangadhar Kayande as Confirming Party; AND

WHEREAS the said Shri. Prabhakar S/o Atmaram Mooley further transferred the said Apartment No. 3 by way of Sale to Shri. Pratap S/o Krishnarao Pradhan and Miss. Tara D/o Krishnarao Pradhan jointly by a Sale Deed Dated 23-8-1989, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur in Addl. Book No. 1, Volume No. 1446 on Pages 23 to 33 at Sr. No. 11044(P) on 13-9-1989; AND

WHEREAS the said Shri. Pratap S/o Krishnarao Pradhan left for heavenly abode on 31-5-1994 and consequent upon his death/demise his Undivided 50% share and interest in the said Apartment No. 3 devolved upon his son Shri. Arun, by way of intestate succession; AND

WHEREAS during her life time the said Miss. Tara D/o Late Shri. Krishnarao Pradhan executed her Last Will and Testament on 5-10-1995 and thereby she had bequeathed her Undivided 50% share and interest in the said Apartment No. 3 to her Nephew Shri. Arun S/o Late Shri. Pratap Pradhan absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Miss. Tara D/o Late Shri. Krishnarao Pradhan left for heavenly abode on 12-8-1997 and consequent upon her death/demise her Undivided 50% share and interest in the said Apartment No. 3 devolved upon her Nephew Shri. Arun S/o Late Shri. Pratap Pradhan in terns of her Last Will Dated 5-10-1995; AND

WHEREAS the said Shri. Arun S/o Late Shri. Pratap Pradhan lateron in his turn transferred the said Apartment No. 3 by way of Sale to Shri. Satish S/o Ambadas Joshi and Mrs. Savita W/o Satish Joshi, the Owners No. (3a) and (3b) hereinabovenamed jointly by a Sale Deed Dated 23-1-1998, which is duly Registered in the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 2012 on Pages 79 to 85 at Sr. No. 618(P) on even date; AND

WHEREAS in the like manner the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Ganesh S/o Pandurang Mukadam by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur in Book No. 1 at Sr. No. 207(P) on even date. The said Shri. Ganesh S/o Pandurang Mukadam having paid, provided and contributed the entire agreed cost of construction of Apartment No. 4 covering a Built-up area of 62.709 Sq. Mtrs. on Ground Floor of "Shreyas Apartments" to M/s. Shreyas Constructions he became the Owner of the said Apartment with heritable and transferable rights therein; AND

नगन-४
६०२४/२०२२
ए/५२

WHEREAS the said Shri. Ganesh S/o Pandurang Mukadam lateron transferred the said Apartment No. 4 by way of Sale to Dr. (Mrs.) Venu K. Fulkar (after marriage known and recognized as Dr. (Mrs.) Venu W/o Anant Bhanddakar) by a Sale Deed Dated 27-4-1989, which is duly Registered in the Office of the Sub Registrar, Nagpur City-1 in Addl. Book No. 1, Volume No. 1335 on Pages 53 to 62 at Sr. No. 6090(P) on even date; AND

WHEREAS the said Dr. (Mrs.) Venu K. Fulkar lateron Gifted the said Apartment No. 4 on Ground Floor to Mrs. Rekha W/o Sharad Mahore, the Owner No. 4 hereinabovenamed by a Gift Deed Dated 19-6-2015, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City No. 4 in Addl. Book No. 1, at Sr. No. 2988 on even date; AND

WHEREAS the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Suresh S/o Annasaheb Nandedkar by a Sale Deed Dated 29-1-1987, which is duly Registered in the Office of the Sub Registrar, Nagpur in Book No. 1 at Sr. No. 645(P) on even date. The said Shri. Suresh Annasaheb Nandedkar having paid, provided and contributed the entire agreed cost of construction of Apartment No. 5 covering a Built-up area of 62.709 Sq. Mtrs. on First Floor of "Shreyas Apartments" to M/s. Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS the said Shri. Suresh Annasaheb Nandedkar left for heavenly abode on 17-11-1995 and consequent upon his death/demise the said Apartment No. 5 devolved upon his Widow Smt. Usha, 2 sons namely Shri. Shrinidhi and Shri. Rajesh and daughter-in-law Smt. Vrunda W/o Sanjay Nandedkar jointly by way of intestate succession being the legal heirs of the deceased; AND

WHEREAS the said Smt. Usha Wd/o Late Shri. Suresh Nandedkar lateron transferred her Undivided 1/4th share and interest in the said Apartment No. 5 by way of Gift to her daughter-in-law Smt. Vrunda W/o Sanjay Nandedkar by a Gift Deed Dated 28-12-2018, which is duly Registered in the office of the Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 7848 on even date. In the like manner the said Shri. Shrinidhi S/o Late Shri. Suresh Nandedkar and Shri Rajesh S/o Late Shri. Suresh Nandedkar also transferred their 2/4th share and interest in the said Apartment No. 5 by way of Sale to Smt. Vrunda W/o Sanjay Nandedkar, the Owner No. 5 hereinabovenamed, by a Sale Deed Dated 29-12-2018, which is duly Registered in the Office of the Sub Registrar, Nagpur-4 in Book No. 1, at Sr. No. 7847 on even date; AND

Contd. . .

नगन - ५
६०२८ / २०२२
९० / ५२

WHEREAS in the like manner the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. A.S. Narayanan S/o Late Shri. A.S. Shrinivasan Iyengar by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur City 1 in Addl. Book No. 1, Volume No. 735 on Pages 83 to 88 at Sr. No. 208(P) on even date. The said Shri. A.S. Narayanan S/o Late Shri. A.S. Shrinivasan Iyengar having paid, provided and contributed the entire agreed cost of construction of Apartment No. 6 (F-2) covering a Built-up area of 62.709 Sq. Mtrs. on First Floor of "Shreyas Apartments" to M/s. Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein, AND

WHEREAS the said Shri. A.S. Narayanan S/o Late Shri. A.S. Shrinivasan Iyengar lateron transferred the said Apartment No. 6 (F-02) by way of Sale to Smt. Madhavi Wd/o Late Shri. Kisansingh Sisodia and Shri. Shailendrasingh S/o Late Shri. Kisansingh Sisodia, jointly by a Sale Deed Dated 11-5-1994, which is duly Registered in the Office of the Sub Registrar, Nagpur 8 in Addl. Book No. 1, Volume No. 266 on Pages 30 to 37 at Sr. No. 1534 on even date; AND

WHEREAS during her life time the said Smt. Madhavi Wd/o Late Shri. Kisansingh Sisodia executed her LAST WILL AND TESTAMENT on 26-2-2013 and thereby she had bequeathed her Undivided 50% share and interest in the said Apartment No. 6 to her son Shri. Shailendrasingh, the Owner No. 6 hereinabovenamed absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Smt. Madhavi Wd/o Late Shri. Kisansingh Sisodia left for heavenly abode on 1-6-2013 and consequent upon her death/demise her Undivided 50% share and interest in the said Apartment No. 6 devolved upon her son Shri. Shailendrasingh, the Owner No. 6 hereinabovenamed in terms of her Last Will Dated 26-2-2013; AND

WHEREAS the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Chandrashekhar S/o Govind Deshpande by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur City-1 in Addl. Book No. 1, Volume No. 735 on Pages 89 to 94 at Sr. No. 209(P) on even date. The said Shri. Chandrashekhar S/o Govind Deshpande having paid, provided and contributed the entire agreed cost of construction of Apartment No. 7 covering a Built-up area of 62.709 Sq. Mtrs. on First Floor of "Shreyas Apartments" to M/s. Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein, AND

Contd.

नगन-४
६०२८ / २०२२
११ / ५२

WHEREAS the said Shri. Chandrashekhar S/o Govind Deshpande lateron transferred the said Apartment No. 7 by way of Sale to Shri. Sudhir S/o Gopal Jatkar by a Sale Deed Dated 30-6-2000, which is duly Registered in the Office of the Sub Registrar, Nagpur-3 in Addl. Book No. 1, Volume No. 699 on Pages 74 to 81 at Sr. No. 1144(P) on even date; AND

WHEREAS the said Shri. Sudhir S/o Gopal Jatkar lateron transferred the said Apartment No. 7 by way of Sale to Shri. Avinash S/o Anant Jatkar, the Owner No. 7 hereinabovenamed by a Sale Deed Dated 21-4-2007, which is duly Registered in the Office of the Sub Registrar Nagpur-1 in Book No. 1 at Sr. No. 2371 on even date; AND

WHEREAS in the like manner the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Shakunni Gopakumar Menon, the Owner No. 8 hereinabovenamed by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur City 1 in Addl. Book No. 1, Volume No. 735 on Pages 95 to 100 at Sr. No. 210(P) on even date. The Owner No. 8 having paid, provided and contributed the entire agreed cost of construction of Apartment No. 8 covering a Built-up area of 62.709 Sq. Mtrs. on First Floor of "Shreyas Apartments" to M/s. Shreyas Construction he has become an exclusive, absolute and full Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. K.P. Chandran by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur City 1 in Addl. Book No. 1, Volume No. 735 on Pages 111 to 116 at Sr. No. 211(P) on even date. The said Shri. K.P. Chandran having paid, provided and contributed the entire agreed cost of construction of Apartment No. 9 covering a Built-up area of 62.709 Sq. Mtrs. on Second Floor of "Shreyas Apartments" to M/s. Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS the said Shri. K.P. Chandran lateron transferred the said Apartment No. 9 by way of Sale to Shri. Jogindersingh Rana S/o Sardar Udhamsingh by a Sale Deed Dated 30-10-1990, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur-1 in Addl. Book No. 1, Volume No. 1825 on Pages 140 to 148 at Sr. No. 13148(P) on even date; AND

WHEREAS the said Shri. Jogindersingh Rana S/o Sardar Udhamsingh lateron in his turn transferred the said Apartment No. 9 on Second Floor by way of Sale to Shri.

Contd. . .

नागन-४
६०२८ / २०२२
९८ / ५८

Amitabh S/o Ranbir Singh Thakur and Mrs. Priyanka W/o Amitabh Thakur, the Owners No. (9a) and (9b) hereinabovenamed by a Sale Deed Dated 29-7-2008, which is duly registered in the Office of the Sub Registrar, Nagpur-3 in Book No. 1 at Sr. No. 3300 on even date; AND

WHEREAS in the like manner the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Rajendra S/o Mohan Singh by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur City 1 in Addl. Book No. 1, Volume No. 735 on Pages 117 to 122 at Sr. No. 212(P) on even date. The said Shri. Rajendra S/o Mohan Singh having paid, provided and contributed the entire agreed cost of construction of Apartment No. 10 covering a Built-up area of 62.709 Sq. Mtrs. on Second Floor of "Shreyas Apartments" to M/s. Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS the said Shri. Rajendra S/o Mohan Singh lateron transferred the said Apartment by way of Sale to Shri. Rajendrakumar S/o Keshao Datta Joshi by a Sale Deed Dated 19-5-1986, which is duly Registered in the Office of the Sub Registrar, Nagpur-2 in at Sr. No. 3053 on even date; AND

WHEREAS the said Shri. Rajendrakumar S/o Keshao Datta Joshi lateron in his turn transferred the said Apartment No. 10 by way of sale to Shri. Pawan S/o Arun Deshmukh and Smt. Ashwini W/o Arun Deshmukh jointly by a Sale Deed Dated 23-2-2007, which is duly Registered in the Office of the Sub Registrar, Nagpur-2 at Sr. No. 1218 on even date; AND

WHEREAS the said Shri. Pawan S/o Arun Deshmukh and Smt. Ashwini W/o Arun Deshmukh further in their turn jointly transferred the said Apartment No. 9 by way of Sale to Shri. Amit S/o Madhukar Jain, the Owner No. 10 hereinabovenamed, by a Sale Deed Dated 25-4-2013, which is duly Registered in the Office of the Joint Sub Registrar, Nagpur City No. 1 in Book No. 1 at Sr. No. 2670 on even date; AND

WHEREAS the said Mrs. Sharika W/o Moreshwar Kayande alongwith M/s. Shreyas Constructions lateron transferred the Undivided 1/12th share and interest in Plot No. 7/1 in Block T (T-7/1) by way of Sale to Shri. Yogendra Mohan Singh S/o S. M. Singh by a Sale Deed Dated 25-1-1985, which is duly Registered in the Office of the Sub Registrar, Nagpur City-1 in Addl. Book No. 1, Volume No. 735 on Pages 123 to 128 at Sr. No. 213(P) on even date. The said Shri. Yogendra Mohan Singh S/o S. M. Singh having paid, provided and contributed the entire agreed cost of construction of Apartment No. 11 covering a Built-up area of 62.709 Sq. Mtrs. on Second Floor of "Shreyas Apartments" to M/s. Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein; AND

WHEREAS the said Shri Yogendra Mohan Singh S/o S M Singh lateron transferred the said Apartment No 11 by way of Sale to Shri Shankarnarayana S/o Hariharan Iyer by a Sale Deed Dated 20-10-1987, which is duly Registered in the Office of the Sub Registrar Nagpur City-1 in Addl Book No 1, Volume No 954 on Pages 93 to 96 at Sr No 5213(P) on even date, AND

WHEREAS the said Shri Shankarnarayana S/o Hariharan Iyer further transferred the said Apartment No 11 by way of Sale to Shri Sham Sunder Sharma S/o A R Sharma and Smt Kamlesh Sharma W/o Sham Sunder Sharma, jointly by a Sale Deed Dated 18-10-1996, which is duly Registered in the Office of the Sub Registrar, Nagpur-11 in Addl Book No 1, Volume No 1622 on Pages 68 to 73 at Sr No 10023 on even date, AND

WHEREAS the said Smt Kamlesh W/o Sham Sunder Sharma lateron in his turn transferred the said Apartment No 11 by way of Sale to Mrs. Shakuntala W/o Dilip Srivastava, the Owner No 11 hereinabovenamed by a Sale Deed Dated 30-1-2013, which is duly Registered in the Office of the Sub Registrar, Nagpur-6 in Book No. 1 at Sr No 1168 on even date, AND

WHEREAS the said Mrs Sharika W/o Moreshwar Kayande alongwith Shri Moreshwar Gangadhar Kayande and M/s Shreyas Construction lateron transferred the Undivided 1/12th or 8.33 Percent share and interest in Plot No 7/1 in Block T (T-7/1) by way of sale to Shri Dattatraya S/o Ramchandra Jagam by a Sale Deed Dated 20-10-1985, which is duly registered in the Office of the Joint Sub Registrar, Nagpur City 1 in Addl Book No 1, Volume No 799 on Pages 62 to 67 at Sr No 4958(P) on even date The said Shri Dattatraya S/o Ramchandra Jagam having paid, provided and contributed the entire agreed cost of construction of Apartment No 12 covering a Built-up area of 675 Sq Ft (OR 62.709 Sq Mtrs) on Second Floor of "Shreyas Apartments" to M/s Shreyas Construction he became the Owner of the said Apartment with heritable and transferable rights therein, AND

WHEREAS the said Shri Dattatraya S/o Ramchandra Jagam left for heavenly abode on 29-12-2018 and consequent upon his death/demise the aforesaid property devolved upon his Widow Smt Shobha, only son Shri Harshwardhan and only daughter Mrs Hema W/o Arun Deo, the Owners No (12a) and (12b) abovenamed jointly by way of intestate succession, being the only legal heirs of the deceased As a result therefore the Owners hereinabovenamed have now become the Joint/Co-owners of the said Plot of land and exclusive owners of their respective Apartments in the said Building with heritable and transferable rights therein, AND

WHEREAS the aforesaid Building known and styled as "SHREYAS APARTMENTS" is now too old and it requires major repairs and renovations Moreover

Contd

नगन-४
6028/2022
98/42

the Owners have found it expedient to demolish the existing building and to construct a New Building having all modern amenities and facilities. The Owners have accordingly passed a Resolution to that effect in their General Body Meeting held on 15-3-2022. The Owners have decided to entrust the entire work of Re-development of the said property to any interested Builder of the City; AND

WHEREAS the Owners being thus desirous of re-developing the said property and the Developer hereinabovenamed, who is a reputed and well experienced Builder of the City, having expressed its desire, readiness and willingness to undertake the proposed work of Re-Development, the Owners after detailed negotiations have jointly decided to entrust the entire work of Re-Development of the said property 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 jointly and severally allow and permit the DEVELOPER to RE-DEVELOP and the DEVELOPER hereby agrees to RE-DEVELOP ALL THAT Piece and Parcel of land bearing Plot No. 7/1 in Block T (T-7/1) out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR containing by admeasurement 8000 Sq. Ft. (OR 743.20 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza - AJNI, P.S.K. 9, bearing Corporation House Nos. 385/1, 385/2, 385/3, 385/4, 385/5, 385/6, 385/7, 385/8, 385/9, 385/10, 385/11 and 385/12, City Survey No. 140 and Sheet No. 83/14 of Mouza – AJNI, situate at Scientific Society, Laxminagar, 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. The Owners shall purchase the Additional land of about 800 Sq. Ft. available to the aforesaid Plot No. 7/1 in Block 'T' from the said Society and shall allow and permit the Developer to use and consume the F.S.I. available thereto on the Multistoreyed building proposed to be constructed on the aforesaid Plot No. 7/1 in Block 'T'. The expenses to purchase the said Additional land of 800 Sq. Ft. from the aforesaid Society shall be borne and paid by the Developer.

(2) THAT the total price agreed is Rs. 5,50,00,000/- (Rupees Five Crore Fifty Lac) Only, which the Developer has specifically agreed to adjust in the following manner :-

*THAT the Developer has specifically agreed to construct at its own costs a New Residential Complex/Building on the said Plot No. 7/1 in Block T (T-7/1) consisting of Basement, Ground Floor and Six Upper Floors therein. The entire Basement and Ground Floor of the proposed Multistoreyed Building shall be meant for

Contd.

नागन-४
६००२८/२०२२
१५/५२

Covered Parking. There shall be 4 Apartments each on First to Sixth Floor, thus totaling 24 Apartments. However, the said number of floors and number of Apartments as described herein shall be subject to the approval and sanction of Building Plans from the Sanctioning Authority. The Developer shall complete the proposed building in all respects and shall give, grant and convey 12 Independent and self contained separate Apartments out of the said building to the Owners in duly finished and completed condition and ready for occupation absolutely free of cost strictly within 24 (TWENTY FOUR) Months from the date of obtaining sanction to the Building Plan. The Built-up area of each of the said 12 Apartments is described in Annexure-A appended hereto. The negative variation in the agreed Built-up area should not exceed more than 3%. The proposed building shall be constructed in accordance with the Plans and specifications appended hereto as ANNEXURE-A. The agreed consideration of the said 12 Apartments chosen to be retained by the Owners is fixed at Rs. 5,50,00,000/- (Rupees Five Crore Fifty Lac) Only (including the cost of Parking allotted to the said Apartments, Rental Accommodation and other development charges etc. as mentioned in this Agreement). The entire cost of construction and the cost of Development of the proposed project shall be borne and paid by the Developer alone. The said 12 Apartments shall be allotted by the Developer to the Owners as per the Chart Annexed to this Agreement. It is specifically understood and agreed by the Developer that it shall be its sole liability and responsibility to pay the Stamp Duty and Registration Fees etc. payable on the Apartment Deeds in respect of the said 12 Apartments chosen to be retained by the Owners. In the like manner the Developer shall separately pay Goods and Services Tax payable on the said Apartments chosen to be retained by the Owners. The Developer at its own costs and expenses shall install the Electric Meters in the said Apartments chosen to be retained by the Owners. The Developer shall provide a common Water Meter and common Electric Meter to the said Complex at its own costs and expenses. The Developer has specifically agreed to provide the allotted Covered Parking facility for 1 Car to each of the Owners on the Ground Floor strictly as per the norms and guide lines as may be issued by the sanctioning authority. The Developer is not paying any Security Deposit to the Owners. In the like manner the aforesaid transaction is free from any brokerage.

"THAT the Owners are fully aware that the Developer wishes and desires to construct the proposed Multistoried Building consisting of 24 self contained separate Apartments therein. Out of the said Apartments, 12 Apartments will be allotted to the Owners and the remaining 12 Apartments shall be sold by the Developer to various prospective buyers of its own choice. The Owners shall be duty bound to execute proper Agreements to Sell and Sale Deeds each relating to the said Apartments in favour of the prospective Purchasers as may be nominated by the Developer. Such Agreements to Sell and Sale Deeds shall be executed and Registered at the costs and expenses of the Prospective buyers. It is specifically understood and agreed by the

Contd. . .

गन-४
६०९४/२०२२
१६/५२

Owners that the percentage and proportion of Undivided share in the said Plot of land belonging to them at present shall be subject to proportionate reduction as some additional Apartments shall be constructed by the Developer. The Owners shall not claim any proportionate refund of the cost price for such reduced share in land from the Developer.

*THAT the Owners do hereby allow and permit the Developer to demolish the existing Structure standing on the said Plot of land exclusively at its own costs and expenses Only on obtaining due sanction to the proposed Building from the sanctioning authority and/or on payment of requisite deposit to the sanctioning authority as per demand note to obtain the sanction to the building Plan. All the old building materials taken out after such demolition shall always belong to the Developer with a right of disposal upon the same. The Owners shall vacate their respective Apartments of the existing Building strictly within 1 Month from the date of obtaining sanction to the Building Plan and on receiving due intimation in writing from the Developer.

*THAT the Owners shall allow and permit the Developer to use and consume the Water and Electricity from the existing connections for carrying out building construction activities. However the Developer shall punctually pay the Departmental Bills for the actual units consumed by it and shall always indemnify the Owners against such payments.

*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, then in such event the Developer shall be liable to pay a sum of Rs. 10,000/- Only per month to each Owner towards the liquidated damages from the date of default till the date of actual delivery of possession of the said Apartments to the Owners.

*THAT during the period of Building Construction activities the Developer has specifically agreed to pay the Rent to the tune of Rs. 16,000/- (Rupees Sixteen Thousand) Only per Owner per Month. The Rent shall be payable from the date of vacating the aforesaid premises. The Rent for such hired premises shall be paid Monthly/Quarterly to the Owners by the Developer. The difference in rent exceeding the aforesaid limit shall be borne and paid by the Owners. On delivery of the actual physical possession of the chosen Apartments to the Owners as mentioned above, the liability of the Developer to pay such monthly rent shall cease automatically. In these circumstances it shall be obligatory on the part of the Owners to receive the possession of the chosen Apartments strictly within 1 Month from the date of receiving intimation from the Developer in writing. It is further understood and agreed by the Owners that it shall be their sole liability and responsibility to pay the Electricity and water charges for the actual units consumed by them as per Departmental Bills for such hired premises.

नगन – ४
६०२१/२०२२
१७/५२

The Owners shall arrange for shifting of their belongings from the Rental Accommodation to Newly Constructed Premises exclusively at their own costs and expenses.

THAT it is specifically understood and agreed by the Owners that it shall be their sole liability and responsibility to repay any Loan availed by them against the aforesaid property from any Financial Institution Togetherwith an interest as may be accrued thereon to such Financial Institutions strictly within 2 Months from the date of execution of this Agreement and to get their respective Apartments freed and discharged from the Mortgage of such Financial Institutions exclusively at their own costs, expenses and efforts and shall deliver a No Dues Certificate to that effect in Original to the Developer immediately on its receipt.

(3) THAT the development will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. levied on the property hereby agreed to be developed and payable by the Owners upto the date of Registration of this Agreement.

(4) THAT the Owners further assure the Developer that the property hereby agreed to be developed is their separate and self acquired property belonging to them alone and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) 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.

(6) 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.

(7) THAT on receipt of the possession of the chosen Apartments 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). Till then the factual and legal possession shall always be with the Owners.

(8) THAT it is clearly understood and agreed by the Owners that the Developer intends to develop the said property into a Residential Estate by constructing a

Contd.

बनगन-४
6025 2022
१८ ५२

Multistoreyed Building thereon consisting of 24 self contained separate Apartments therein. The Owners do hereby agree to sign the Proposed/Revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to the Nagpur Improvement Trust/Nagpur Municipal Corporation for securing sanction to such 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 proposed/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 agree to return back to the Developer such sums as may be refunded to them by such local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation. The Developer shall submit the aforesaid property to the provisions of The Maharashtra Apartment ownership Act, 1970 by executing a Deed of Declaration Under Section 2 thereof and shall get the same duly Registered in the accordance with the law in force. The Developer shall also form Maintenance Committee of the Apartment Owners of the said Complex.

(9) 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).

(10) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation. However the Owners shall have every right to enter into the said Premises and to inspect the construction and quality of materials to be used in the Apartments chosen to be retained by them.

(11) THAT the Owners do hereby allow and permit the Developer to display it's board at site at any time after registration of this Agreement.

(12) THAT the Developer shall have full liberty to advertise for the sale of the proposed Built-up spaces (excluding the 12 Apartments chosen to be retained by the Owners) to the intending buyers and it shall also have absolute right, power and authority to receive all money 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 they question the accountability thereof in any manner whatsoever.

(13) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public

Contd.

नगन-४
6028/2022
9e/42

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 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.

(14) 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 land 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 Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various Built-up spaces (excluding the 12 Apartments chosen to be retained by the Owners) in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(15) THAT the Owners shall on receipt of the possession of the chosen Apartments from the Developer as stated above execute various Sale Deeds each relating to an independent Apartment in favour of the respective individual buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefor and they shall also get the same duly registered in accordance with the law in force.

(16) THAT the draft Sale Deeds or any other documents necessary to complete the transfer of the property hereby agreed to be developed shall be got prepared by the Developer at its own costs and the Owners agree to execute the same subject to such actual changes as the facts and events may warrant.

(17) THAT the Owners shall execute an Irrevocable General Power of Attorney empowering and authorising any person to be nominated by the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, Deeds of Apartment etc 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 developed and this power will not be withdrawn or revoked by the Owners until the transaction 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 to be so appointed shall in no case however sign and execute any such Sale Deed for and on behalf of the Owners unless it confirms from them (Owners) that they have already received the possession of the chosen 12 Apartments from the Developer.

Contd. . .

नागन-४
6028 2022
20/42

(18) THAT in case of 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 and all other kinds of documents 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 to get the Sale Deeds executed in it's favour or in favour of it's nominee(s) being the prospective buyers, through the Civil Court of proper Jurisdiction.

(19) THAT in the like manner if the Developer fails or neglects to fulfill and observe all or any of the obligations on its part as hereinabove contained or otherwise required by law, then in such event the Owners shall be fully entitled to claim the liquidated damages from the Developer by instituting legal proceedings in the Court of Law. The Developer hereby undertakes to indemnify the Owners against all claims, suits, litigation, damages, accident on site etc arising out of this transaction of Re-Development. The Developer shall construct the proposed Multi-storied Building consisting 24 self contained separate Apartments therein strictly as per the Plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation and shall not deviate from the same. The Developer shall always indemnify the Owners against any claims, litigation both Civil and Criminal, Penalties, Damages etc., if any, arising out of the transaction of sale of Apartments between the Developer and the Prospective Buyers and for any deviation in the sanctioned plan. It is further agreed that while developing the said property if any mishap, accident, accidental death is caused or occurred on construction site due to negligence on the part of the Developer, then in such event it shall be the sole responsibility of the Developer to settle such disputes, litigations, claims, compensations etc arising out of such accident, mishap or death and it shall always indemnify the Owners against such claims, litigations, disputes etc. The defect liability of the Developer for the proposed Multistoreyed Building shall be for 1 Year Only for Civil, Electric, Plumbing or any other defective work. The Apartment Owners of the proposed Building shall deposit one time maintenance with the association on completion of the project. The amount of maintenance shall be mutually decided by the Apartment Owners.

(20) 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 LICENSE 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.

(21) 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.

Contd.

नगन-४
६६२४ / २०२२
२९ / ५२

(22) 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 and Conciliation Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(23) THAT the Developer shall start the construction of the proposed building within 2 (TWO) Months from the date of sanction of Plans from the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(24) THAT on Registration of the Sale Deeds, the Owners agree to render necessary assistance in obtaining the mutation of the respective Apartment in favour of each such individual prospective buyer in all relevant records.

(25) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connection and meters in the proposed building.

(26) THAT the Developer agrees to pay the Goods and Services Tax, Sales Tax etc. may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefor and shall always keep the Owners indemnified against the same.

(27) THAT if the F.S.I. in relation to the said Plot No. 7/1 in Block T (T-7/1) is increased at any time during the course of construction, then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion. However after completion of the Project if the F.S.I. increases, then in such event such increased F.S.I. shall be used and consumed by the Association of Apartment Owners of the proposed Building.

(28) THAT the Owners shall not have any objection of any kind whatsoever for using and consuming the T.D.R. by the Developer on the proposed Multistoreyed Building over and above the permissible F.S.I. as on date.

(29) THAT all the provisions of The Real Estate (Regulation and Development) Act, 2016 i.e. Maharashtra Real Estate Regulatory Authority shall be applicable to this Agreement of Re-Development.

(30) THAT the Developer will not mortgage the aforesaid property to any Financial Institution or Bank for Project Loan. However the Developer shall be entitled to mortgage the additional 12 Apartments which are not allotted to the existing Apartment.

Contd. . .

नगन-४
६०२४ / २०२२
२२/५२

Owners during the course of construction or thereafter the completion of construction Further the prospective Purchasers of the said 12 Apartments shall be entitled to mortgage the Apartments for purchasing the said Apartments from any Bank or Financial Institutions

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

(32) THAT all expenses on account of preparation of this Agreement of Re-Development including the cost of Stamp Duty and Registration Fees payable thereon have been borne and paid by the Developer.

SCHEDULE REFERRED TO ABOVE

ALL THAT Piece and Parcel of land bearing Plot No. 7/1 in Block T (T-7/1) out of the sanctioned layout of THE SCIENTIFIC CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR containing by admeasurement 8000 Sq. Ft. (OR 743.20 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza - AJNI, P.S.K. 9, bearing Corporation House Nos. 385/1, 385/2, 385/3, 385/4, 385/5, 385/6, 385/7, 385/8, 385/9, 385/10, 385/11 and 385/12, City Survey No. 140 and Sheet No. 83/14 of Mouza – AJNI, situate at Scientific Society, 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. 8 IN BLOCK T.**
ON THE WEST	-	**PLOT NO. 270/1.**
ON THE NORTH	-	**40'.0" WIDE ROAD.**
ON THE SOUTH	-	**CONSERVANCY LANE AND PLOT NO. 270/3.**

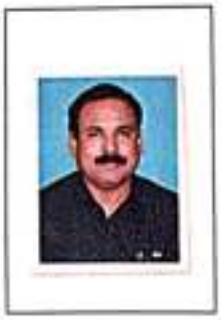
Contd...

नगन - ४
6028 2022
23/42

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

Drafted by Adv. A.S. Uday

WITNESSES :



(1)

1)

(MRS. KALPANA DADARAO MOHOD)





(2)

2)

(AMBARISH ARUN SAPRE)



3b)

(SATISH AMBADAS JOSHI)



(MRS. SAVITA SATISH JOSHI)



Contd...

नगन-४
६०२४ / २०२२
२२/५२



4) R.S. Mahore

(MRS. REKHA SHARAD MAHORE)





5) VSN

(MRS. VRUNDA SANJAY NANDEDKAR)





6)

(SHAILENDRA KISAN SINGH SISODIA)





7)

(AVINASH ANANT JATKAR)





8)

(SHANKUNHI MENON GOPAKUMAR)



Contd



