
पावती

Original/Duplicate

Wednesday, March 05, 2014

नोंदणी क्र. :39म

12:28 PM

Regn.:39M

पावती क्र.: 4979 दिनांक: 05/03/2014

गावाचे नाव: आनंदवल्ली

दस्तऐवजाचा अनुक्रमांक: नसन1-2152-2014

दस्तऐवजाचा प्रकार : डेव्हलपमेंट ऑप्शन

सादर करणाऱ्याचे नाव: मे ध्रुव डेव्हलपर्स तर्फे भागीदार सौ हिंपल राजकुमार संचेती

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1100.00

पृष्ठांची संख्या: 55

एकूण:

रु. 31100.00

आपणास मूळ दस्त थंबनेल प्रिंट मूची-२ व सीडी अंदाजे 12:40 PM ह्या वेळेस मिळेल.

Sub Registrar Nashik1

बाजार मूल्य: रु. 12612000/-

मोबदला: रु. 19044000/-

भरलेले मुद्रांक शुल्क : रु. 952200/-

सह.दुय्यम निबंधक वर्ग-२
नाशिक-२.

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 070376 दिनांक: 30/12/2013

बँकेचे नाव व पत्ता: The Akola urban Co Operative Bank Ltd Gandhibagh

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1100/-

Received Original Document

Date :-

5 MAR 2014

Customer Copy 203	
Deposit Br. HPT College Rd Br. Date 26/2/14	
Pay to : 0030 Acct Stamp Duty Nashik	
Frinking Value Rs. 83500/-	
Service Charges Rs.	
Total Rs. 83500/-	
Name of Stamp duty paying party मे. ध्रुव डेवलपर्स.	
एम्. एस. बी. लि.	
D.D. / Cheque No.	
Drawn on Bank	
(For Bank's Use only)	
Tran ID 11509177941	
Frinking Sr. No. 77941	
Vishwas Co-op. Bank Ltd. P.T. College Road Branch, Nashik-5 Officer	

VISHWAS CO-OP. BANK LTD., NASHIK FRANKING DEPOSIT SLIP



Br. Manager / Officer

विश्वास को-ऑप. बँक लि., नाशिक

स्तेम्प घेणाऱ्याचे नाव: मे. ध्रुव डेवलपर्स.
 पत्ता : जोशी संकुल. गोठे कॉलनी
नाशिक.
 हस्ते : एस. बी. लि.
 रकम रु. : 83500 पावती क्र. 2203
 स्वयंसे अक्षरी: अंशुली हजार पावती फॉर्म.
शाख. नाशिक

नसन-१
दस्तावेज क्र. (2942/2014)
9 - 44



Vishwas co-op Bank Ltd., Nashik
D-5 / STP (V) / C.R. 13 / 2004 / 11864-66

Plot Valuation Rs. 1,26,12,000/-
 Construction Valuation Rs. 1,90,44,000/-
 Stamp Duty Rs. 9,52,000/-
 Zone No. 5.4

SHRI	
DEVELOPMENT AGREEMENT	
This Development Agreement is made and executed at Nashik on this <u>5th</u> day of <u>March</u> in the year Two Thousand Fourteen.	

भारत 77941
 115091
 R.0083501P85121
 INDIA STAMP DUTY
 SPECIAL ADMINISTRATIVE
 FEB 26 2014
 15:26
 ...2/-

नस-१

दस्त क्र. (2952/2018)

२ — ५५



दस्ताचा प्रकार (Nature of Document)	डेव्हलपमेंट अॅग्रीमेंट
दस्त नोंदणीचा तपशील (Registration Details) If Registrable Name of S.R.O.	Registrable / Non-Registrable सह दुय्यम निबंधक वर्ग-२ नाशिक-१
ठशाचा युनिक नंबर (franking Unique No.)	115091
मिळकतीचे थोडक्यात वर्णन (Property Discription in brief)	आनंदवल्ली येथील स. नं. ६५/१/१अ यातील प्लॉट नंबर २ व ३
मोबदला रक्कम (Consideration Amount)	मु. रु. १, ९०, ४४, ०००/-
मुद्रांक खरेदीदाराचे नाव पक्षकार १ नांव (Stamp Purchase Name)	मे. ध्रुव डेव्हलपर्स
दस्तातील दुसऱ्या पक्षकाराचे नांव (Name of the other party)	अमृतोक्तुमार मादरेचा
हस्ते असल्यास नांव व पत्ता (If though Name & Address)	एस. बी. गिते
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (In words)	रुपये ८३, ५००/- [पुर्ववर्णी स्टॅम्प]
प्राधिकृत अधिकाऱ्याची पूर्ण स्वाक्षरी व शिक्का (Authorised Persons Full Singature & Seal)	विश्वस को. प्र. व. लि. नाशिक [Signature] Authorised Signatory

९९
५/३/२०१८

उपट मुद्रांक किंकिंग अल्हा व्हयलेट लेम्प खाती
तपासले व एस.एम.एस. / संबंधीत प्राधिकृत
अधिकाऱ्याशी दुरध्वनी वरून संपर्क साधून,
मेळ बरोबर आढळून आला.

सह. दुय्यम निबंधक वर्ग-२.
नाशिक-१.

**FRANKING DEPOSIT SLIP
CUSTOMER COPY**

No. **272374** Date : 30/12/13

Deposit Br. **नासिक शाखा**

Pay to **0030** Acct. Stamp Duty

Franking Value	Rs.	868700/-
Service Charges	Rs.	10/-
Total	Rs.	868710/-

Name of stamp duty paying party

मे. ध्रुव डेवलपर्स

नाशिक

एवढे वी राम ठीते

DD / Cheque No.

Drawn on bank

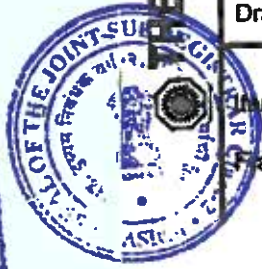
(FOR BANK USE ONLY)

Item No. 173055

Franking Sr. No. 40507


officer

THE AKOLA URBAN CO-OP. BANK LTD., AKOLA
(MULTI STATE SCHEDULED BANK)



नसन-१
दस्तक्र. (2742/2013)
3 - 44

नाव : मे. ध्रुव डेवलपर्स

पत्ता : नाशिक

हस्ताक्षर : वी राम ठीते

चालवणी क्र 272374 राही

For The Akola Urban Co-op. Bank Ltd.
(Multi-State Scheduled Bank)
Branch Nashik.


Authorized Signatory

The Akola Urban Co-Operative Bank Ltd., Akola, Branch Nashik, Mother Plaza Building, Samrat House, Old Agra Road Nashik.
D-5/STP/V/C.R. 1013/02/04/2248-51

भारत 40507
173055
R.0868710
INDIA STAMP DUTY
18-05
...27-

SHRI

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed at Nashik on this 5th day of March in the year Two Thousand Fourteen.

नसम-१
दस्ता क्र. (१५२५५५)
४ ५५



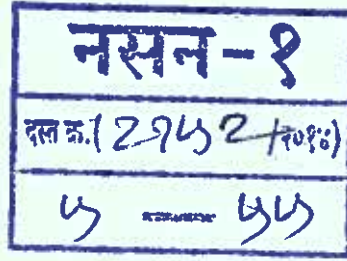
दस्ताचा प्रकार (Nature of Document)	डेव्हलपमेंट अॅग्रीमेंट
दस्त नोंदणीचा तपशील (Registration Details) If Registrable Name of S.R.O.	Registrable / Non-Registrable सह दुय्यम निबंधक वर्ग-२ नाशिक-१
ठशाचा युनिक नंबर (franking Unique No.)	40507 - 173055
मिलकतीचे थोडक्यात वर्णन (Property Discription in brief)	आ. नंदवल्ली येथील स. नं. ६५/१/१अ यातील प्लॉट नंबर २ व ३
मोबदला रक्कम (Consideration Amount)	मु. रु. १, ७३, ७३, ०००/-
मुद्रांक खरेदीदाराचे नाव पक्षकार १ नांव (Stamp Purchase Name)	मे. ध्रुव डेव्हलपर्स
दस्तातील दुसऱ्या पक्षकाराचे नांव (Name of the other party)	अमृतो ककुमा र मा दरेया
हस्ते असल्यास नांव व पत्ता (If though Name & Address)	बी. एल. गिते
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (In words)	रुपये ८, ६८, ७००/-
प्राधिकृत अधिकाऱ्याची पुर्ण स्वाक्षरी व शिक्का (Authorised Persons Full Singature & Seal)	For The Akola Urban Co-op. Bank Ltd. (Multi-Stage Scheduled Bank) Branch Nashik.

Authorised Signatory

११
५/३/२०१४

उपट मुद्रांक फ्रँकिंग अल्टा व्हॉल्यूट लॅम्प खाली तपासले व एस.एम.एस. / संबंधीत प्राधिकृत अधिकाऱ्याशी दुरुध्वनी वरून संपर्क साधून, मेळ बरोबर आढळून आला.

सह. दुय्यम निबंधक वर्ग-२,
नाशिक-१.



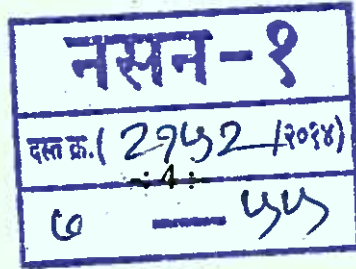
**DEVELOPMENT AGREEMENT BETWEEN OWNER &
DEVELOPER**

AGREEMENT is made at Nashik this 5th day of March, 2014 **BETWEEN [1] MR. MUKUND BHANJI AGRAWAT**, age: 57 years, Occupation: Service/Agriculturist, residing at A/2, Jost Co-op. Hsg. Soc., Road No.22, Sathe Nagar, Wagle Industrial Estate, Indira Nagar, Thane (W) - 400604, Taluka and District Thane, Maharashtra and having its Permanent Account Number under Income Tax as AANPA9729K hereinafter referred to as **•THE FIRST OWNER•** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) of the **ONE PART**, [2] **MR. ASHOK KUMAR MADRECHA**, age: 46 years, Occupation: Business/Agriculturist, Residing at Bunglow no. 92, Sun view, Mahatma Phule Nagar Naka, Savarkar Nagar, Thane (W) - 400606, Taluka and District Thane, Maharashtra and having its Permanent Account Number under Income Tax as AEUPM6333A, hereinafter referred to as the **•SECOND OWNER•** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her respective heirs, executors, administrators and assigns) of the **SECOND PART**, [3] **MRS. JAYSHREE MUKUND AGRAVAT** age: 46 years, Occupation: Business/Agriculturist, residing at A/2, Jost Co-op. Hsg.

नसिन-१
दस्तावेज क्र. (2942/2018)
६ — ५५



Soc., Road No.22, Sathe Nagar, Wagle Industrial Estate, Indira Nagar, Thane (W) - 400604, Taluka and District Thane, Maharashtra and having its Permanent Account Number under Income Tax as AAOPA2366H hereinafter referred to as **"THE THIRD OWNER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) of the **THIRD PART, [4] MRS. PUSHPA ASHOK MADRECHA** age: 44 years, Occupation: Business/Agriculturist, residing at 92, Sun-View, Mahatma Phule Nagar Naka, Savarkar Nagar Thane (West)- 400606, Taluka and District Thane, Maharashtra and having its Permanent Account Number under Income Tax as AAVPM4685Q hereinafter referred to as **"THE FOURTH OWNER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) of the **FOURTH PART, - AND - M/S. DHURUV DEVELOPERS**, a partnership firm registered under partnership Act, 1932, (as per The Partnership deed in annexure 1 hereto) having its office at F-6, First floor, Joshi Sankul, Gole Colony, Nashik, Maharashtra - 422002, Taluka and District Nashik, Maharashtra and having its Permanent Account Number under Income Tax as AAJFD8854A through its partner **Mrs. Dimple Rajkumar Sancheti** age 31 years Occupation : Business , Residing at Flat No.204, Purple Dream City, Agra Takli, Nashik-422006 and having her Permanent Account Number under Income Tax as FIEPS4708G and **Mr. Sadanand Rameshrao Deshmukh** age 36 years, Occupation : Business, Residing at B-21, Durga Nagar, Behind K.K. Wagh College, Panchvati, Nashik - 422003 and having his Permanent Account Number under Income Tax as AFEPD0346P hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner

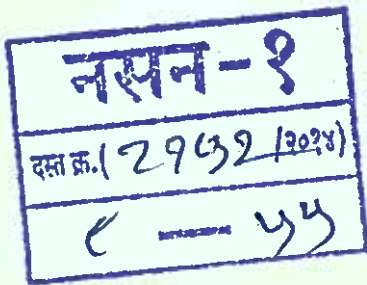


or partners for time being of the said firm and their respective heirs, survivor or survivors or assigns) of the **FIFTH PART**;

WHEREAS MR. FAKIRA TUKARAM SOPE, Through its general Power of Attorney holder and land developer **MR. Pradeep Madanlal Gupta (HUF)** as and by way of a conveyance Deed dated 07/12/2005, registered with Joint Sub-registrar Nashik-5 Under Serial No.NSN5-05295-2005 on 13/12/2005 sold transferred and conveyed to **MR. MUKUND BHANJI AGRAWAT**, (hereinafter referred to as the First Owner) AND to **MR. ASHOK KUMAR MADRECHA** (hereinafter referred to as the Second Owner) all that piece or parcel of Plot no. 2, situated lying and being in Survey no. 65/1/1A, Gangapur Road, Near Navshya Ganpati, Nashik, within the limits of Nashik Municipal Corporation, admeasuring 654.71 Sq. Meter or thereabout at village Anandvalli, Taluka and District Nashik more particularly described in the First Schedule hereunder written (hereinafter for brevities sake referred to as "**THE SAID FIRST PROPERTY**"). On the terms and conditions mentioned in the said Conveyance Deed.

AND WHEREAS MR. FAKIRA TUKARAM SOPE, Through its general Power of Attorney holder and land developer **MR. Pradeep Madanlal Gupta (HUF)** as and by way of a conveyance Deed dated 07/12/2005, registered with Joint Sub-registrar Nashik-5 Under

Serial No.NSN5-05294-2005 on 13/12/2005 sold transferred and conveyed to **MRS. JAYSHREE MUKUND AGRAVAT**, (hereinafter referred to as the Third Owner) AND to **MRS. PUSHPA ASHOK MADRECHA** (hereinafter referred to as the Fourth Owner) all that piece or parcel of Plot no. 3, situated lying and being in Survey no. 65/1/1A, Gangapur Road, Near Navshya Ganpati, Nashik, within the limits of Nashik Municipal Corporation, admeasuring 307.99 Sq.



Meter or thereabout at village Anandvalli, Taluka and District Nashik more particularly described in the Second Schedule hereunder written (hereinafter for brevities sake referred to as "**THE SAID SECOND PROPERTY**"). On the terms and conditions mentioned in the said Conveyance Deed.

AND WHEREAS the **FIRST** and **SECOND** owners on execution of the said Conveyance Deed and after payment of full amount of consideration as mentioned there in, are having exclusive possession and ownership of the said First Property.

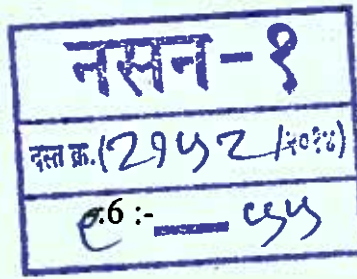
AND WHEREAS the **THIRD** and **FOURTH** owners on execution of the said Conveyance Deed and after payment of full amount of consideration as mentioned there in, are having exclusive possession and ownership of the said Second Property.

AND WHEREAS the land being Plot no. 2 admeasuring 654.71 Sq meter, at Survey No. 65/1/1A at village Anandvalli, Taluka and District Nashik as mentioned herein above stand in the name of the said [1] **MR. MUKUND BHANJI AGRAWAT** [2] **MR. ASHOK KUMAR MADRECHA JOINTLY.**

AND WHEREAS the land being Plot no. 3 admeasuring 307.99 Sq meter, at Survey No. 65/1/1A at village Anandvalli, Taluka and District Nashik as mentioned herein above stand in the name of

the said [1] **MRS. JAYASHREE MUKUND AGRAVAT** [2] **MRS. PUSHPA ASHOK MADRECHA JOINTLY.**

(All Parties of the **FIRST PART**, **SECOND PART**, **THIRD PART** **AND FOURTH PART** hereinafter referred to as the **OWNERS**) and they are seized and possessed of or otherwise well and truly and



sufficiently entitled to the respective property and have become entitled to deal with the same whatever way they like.

AND WHEREAS the First Property and the Second Property are collectively hereinafter referred to as the " **SAID PROPERTY**".

AND WHEREAS there are no prohibitory orders or any attachment orders of otherwise any liabilities in respect of either of the said properties or any part thereof whereby the rights of the owners are affected.

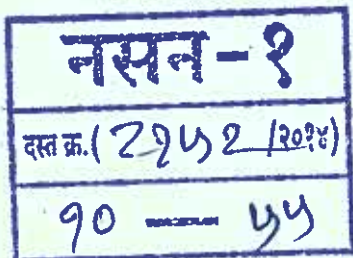
AND WHEREAS in the 7/12 extract the said properties stands in the name of the respective Owners. (all the owners are hereinafter collectively referred to as the Owners).

AND WHEREAS the Developer have offered and requested the owners to allow them to develop the said land described in the First and Second schedules hereunder written.

AND WHEREAS the Owners have agreed to permit and authorize the developer to amalgamate the said First Property and Second Property and to develop the same.

AND WHEREAS the said Property proposed to be developed is shown on a plan hereto annexed by red colour boundary line and marked A.

AND WHEREAS pursuant to the negotiation between the parties hereto the owners have agreed to grant the Development Rights in respect of the said Properties to the Developer and the Developer have agreed to develop the said Properties in accordance with the plans or which may hereafter be approved by the Nashik Municipal

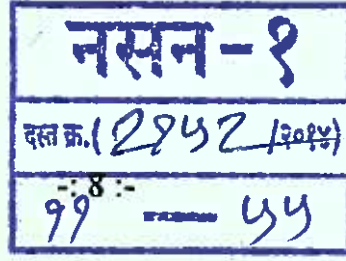


Corporation or appropriate authority of Nashik and the parties hereto desire to develop the same.

AND WHEREAS this Agreement is an Agreement for Development and the Developer have paid stamp duty thereon as per the provisions of Article 5 [G-A] of the Bombay Stamp Act, 1958, and have paid Stamp Duty on Power of Attorney as provided in Article 48[g] read with Article 5[g-a] of the Bombay Stamp Act 1958.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND IT IS AGREED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals contained above form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim and are treated as representations and declarations made by the owners.
2. The owners further declare, state and represent as follows:
 - (a) That the Owners are entitled to enter into this Agreement with the Developer and they have full right and authority to sign and execute the same.
 - (b) That the Owners have not agreed, committed or contracted or entered into any Agreement for sale or lease of the said property or any part thereof to any persons or person other than the Developer and that they have not created any mortgage charge or any other encumbrances on the said property as mentioned herein.



(c) That the owners have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented affected in any manner whatsoever.

(d) There are no outstanding encumbrances, tax facility, mortgage/s, charge/s, lien/s, notices for acquisition requisitions, easement rights or outstanding interest, lien or claim by any person nor the said properties are subject matter of any pending litigation or attachment either before or after judgement;

(e) The owners have not granted any right of way, easement, licence or created right of any other nature in favour of any person into over or in respect of the said properties;

(f) The owners have not done or committed to do any acts, deeds, things or matters whereby or by means or act, deeds, things matters or reason whereof their right, title or interest in respect of the said properties are or can be adversely affected and/or seriously prejudiced;

(g) That neither of the said properties nor any part or portion thereof is subject matter of any decree or order or attachment before or after judgement of any court of law and/or any authority or authorities including under the provisions of the income Tax Act and there are no proceedings pending in any court of Law wherein the said properties are the subject matter;

3. The Developer have agreed to develop the said properties relying upon the declaration and representations made by the owners of the recitals and the operative part.

नसम-१
दस्ता क्र. (2742/2020)
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4. The Owners have agreed to entrust development rights of the said property to the Developer.
5. With a view to develop the said Property described in the First and Second schedule hereunder written (hereinafter referred to as "the said property") as may be permitted by all concerned authorities, the owners hereby agree to entrust and handover to the Developer the right to work and Developer agrees that they will obtain whatever permissions are required to develop the property at their own costs and on their own responsibility but in the name of the owners.
6. The Developer hereby agrees to develop and/or cause to be developed the said property on the terms mentioned herein and as permitted by the concerned authorities by constructing one or more buildings thereon of flats, dwelling units/structure on ownership basis. The Developer agrees that they will obtain whatever permissions are required to develop the property at their own costs and on their own responsibility but in the name of the owners.
7. This Agreement will not be treated as a partnership between the owners and the Developer or an Agreement for sale of the said Property by the owners to the Developer. The Developer is given only a right to develop the said Property as aforesaid.
8. The Developer shall not start any work of development on the said property unless the building plans are sanctioned / approved by the Nashik Municipal Corporation and / or all concerned appropriate authorities and the I.O.D. & Commencement Certificate or other required permissions required to start the construction are issued and obtained in favour of the owners.

नसमन-१
दस्तावेज क्र. (2942/2018)
१३१० :- ५५



9. The development of the said property by construction of building or buildings thereon shall be at the entire costs, expenses and risk and on the entire account of the Developer. All buildings to be constructed on the said property and all dwelling units thereon will be in accordance with the scheme of the Competent Authority/State Government under the said Urban Land (Ceiling & Regulation) Act, 1976 and other relevant acts and also in accordance with the Development Rules and Regulations applicable and make all required applications for the purpose to the authorities concerned at their own cost and expenses in the name of the owners and the owners shall join, in such applications but the responsibility obtaining such permissions will be on the Developer and at their costs.

10. The owners give license and permission to the Developer to enter upon the said property described in the First and Second schedule hereunder written or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof in accordance with the permissions. In case of breach of any term or conditions of this Agreement the owners shall be entitled to terminate this Agreement after giving one month's prior notice and on such termination the license and permission given to the Developer as aforesaid shall stand revoked. The said license to develop the said property will be personal to the Developer and under no circumstances the Developer will assign their right, title and interest to any other party without the consent of the owners.

The developer being a registered partnership firm will not change partners and/or partnership ratio during completion of this development project unless and until a written permission is given by all the owners to the developer.

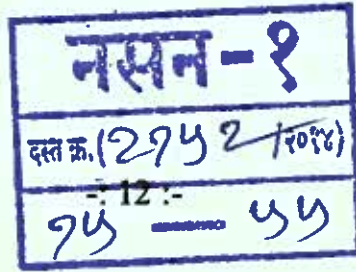
11. The Developer shall construct a building / buildings on the property to be known as 'NAVSHA ELITE' having total carpet area

नसम-१
दस्ता क्र. (2942/1012)
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of 2538.16 square meter and out of this they shall reserve 50% of total Flats or other dwelling units/structure admeasuring 1269.08 square meter carpet area in the manner as given and detailed in Third Schedule hereto and allot the same to the owners free of cost and it will contain all the usual amenities as per Fourth Schedule hereto and including electricity meters and connection , water supply and other conveniences as will be provided in other Flats and dwelling units. The developer will borne all expenses like apartment formation charges, development charges, Service tax, VAT etc. on all these 50% of total Flats or other dwelling units/structure admeasuring 1269.08 square meter carpet area as mentioned hereinabove. The Developer shall also allot 50% of total Parking spaces created/constructed on the property to the owners free of cost. The Developer shall not allow any Flat Purchaser to occupy the Flat agreed to be purchased by him/her/their unless possession of the all Flats or other dwelling units/structure allotted to the owners are given to the owners as per Third Schedule hereto.

12. The Owners shall at the request and costs of the Developer sign and execute from time to time the plans and other applications for layouts, sub-division, construction of the building and structures on the said property division, construction of the building and structures on the said property for being sanctioned and approved by the Nashik Municipal Corporation or other authorities provided that, all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the Developer alone and the Developer shall indemnify and keep indemnified the Owners from and against all actions, suits, proceedings fines, penalties, Architects' fees and all costs, charges, expenses and damages incurred or suffered by the owners.



13. The Developer has prepared a provisional drawing of the building plan after consulting architect and the owners. The provisional drawing is given in the annexure II hereto. If there is a change in the provisional drawing of the building plan while applying/submitting with Nashik Municipal Corporation or authorities otherwise for approval, the developer will revise or amend the drawing with consent of the owners. The building/buildings will be constructed as per the plan approved by Nashik Municipal Corporation or authorities otherwise. Due to any change, modification, revision or otherwise, if total area of the building/buildings increases then owners will always have first right on 50% of the total increased carpet area also.

14. The Developer shall be entitled to carry out at their own costs, charges and expenses in all respects all or any items of work for development of the said property including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the Nashik Municipal Corporation while sanctioning the plan and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of buildings and structures therein. All finance required for completion of the development shall be provided and borne and paid by the Developer alone.

The owners hereby agrees to render all assistance and co-operation that may be required by the Developer from time to time to carry out the Development work in respect of the said property and construction and completion of building/ buildings and structures thereon in accordance with the terms and conditions as may be stipulated by the

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concerned authorities and in respect of any other matters relating to or arising therefrom provided that, the owners shall not be liable to incur any financial obligations in that behalf.

15. The Developer shall be at liberty to sell and/or allot remaining 50% of the flats / dwelling units and/or any other tenements (Other than the area mentioned in the Clause 11 above for the owners) in the building/ buildings and structures to be constructed on the said property at such price and on such terms and conditions and provisions as the Developer may think fit, and any terms which may be imposed by any authority or authorities, provided always that the Developer shall not be released or discharged from his liabilities and obligations hereunder to the owners. All such allotments/sale shall, however, be made by the Developer at his own costs and account and at his risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between them and the premises to be occupied by any of the allottees of dwelling units or flats erected on the said property by the Developer.

16. The Developer shall be entitled to put up and permit to be put up advertisement boards upon the said property, but without involving the name of the owners in any manner unless and until required under any Statute and the owners will be entitled to remove forthwith if the Developer has committed any breach of this Agreement.

17. The Owners and the developer along with the other Flat Purchaser's of the Flats will form / register an Apartment Declaration after possession of all the flats /dwelling units /parking spaces are given to the owners with Occupancy Certificate. The name of the Apartment Declaration will be such name as the owners and the developer may decide.

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18. It is Agreed that after the date of this Agreement the Developer shall pay and discharge all taxes and outgoings and all other charges, rates, cess, taxes that may be levied by any public Body or authorities in respect of the said property and which would be payable to the authorities in respect of the said property. The Developer shall indemnify and keep indemnified the owners from and against nonpayment thereof. In the event of the Developer paying any refundable deposits to the Nashik Municipal Corporation and other concerned authorities in the course of the development of the said property in the name of the owners, the Developer shall be entitled to the refund of such deposit in their own name to enable the Developer to obtain the refund the owners shall sign or execute all such writings as may be required by the Developer in that behalf, without raising any objection or requisition in that behalf.

19. The owners accordingly hereby give right and authority to the Developer to develop the said properties more particularly described in the First schedule and Second Schedule hereunder written [hereinafter referred to as the said properties] and put up construction on the said properties by using consuming and leading entire FSI which may be available AT PRESENT i.e. 1:1 and 40% TDR loading in respect of the said properties including FSI originating from and/or married to the said properties/ TDR FSI to the extent and in the manner available and permitted to be loaded on the said properties [TDR FSI] and incidental FSI available on payment of premium, free or otherwise [hereinafter referred to as total FSI] and at or for the terms and conditions contained in these presents.

Any increase in FSI (floor space index) or such entitlement / rights to the said property from and after the date of execution of this agreement will belong to the owners exclusively.

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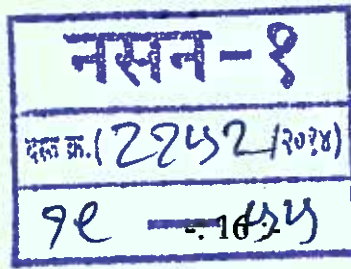
20. On and from execution of these presents without any other act of any of the parties hereto the Developer will have license and rights of entry to enter the said properties. However the Developer shall become entitled to develop the same and put up construction thereon.

The Developer shall complete the construction within 36 (Thirty Six) months from the date of this agreement, of the building/ buildings as per approved plan , obtain occupancy certificate (OC) and hand over 50% of total Flats, Parking spaces or other dwelling units admeasuring 1269.08 square meter carpet area in the manner as detailed in the Third Schedule as specified hereinabove to the Owners. In case of delay (except delay on account of government rules, notifications, riot, flood, or other natural calamities) the Developer will have to pay monthly 2,50,000 (Two Lacs Fifty Thousand) Rupees by 2nd date of each following month as compensation to each owner individually and separately upto next 12 months and thereafter owners will have right to terminate this agreement by giving a notice of one month and Owners would not be liable for any compensation to the Developer for any expense or to any Third Party who has dealt with the Developer.

21. Such licence will not amount to any possession under any law including under section 53A of the transfer of property Act and the possession will continue to be with the owners only.

22. The Developer will at their costs and expenses and at their discretion amalgamate the said properties and get sanctioned and obtain IOD and commencement certificates within three months from the date of this agreement.

23. At the Developers discretion a suitable security agency may be appointed during the period of construction to guard the said property



and the materials thereon jointly by the owners and the Developer but the Developer along shall be liable to bear and pay all outgoings and charges in respect thereof.

24. The owners have simultaneously on the execution hereof executed separate powers of attorney, authorizing the Developer or their nominees to do all acts, deeds, matters and things in relations to the Development of the said property and construction to be put up thereon as set out therein.

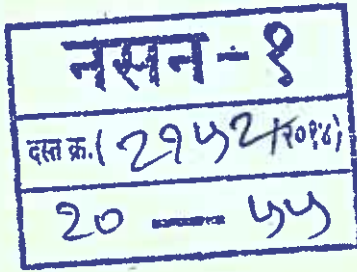
25. The Developer will at their own costs and expenses purchase and acquire the TDR FSI which can be loaded presently or used and consumed in the proposed building or buildings as set out above at their own costs and expenses.

26. The Developer have verified that they can use and consume TDR FSI as per the development regulations and put up construction accordingly.

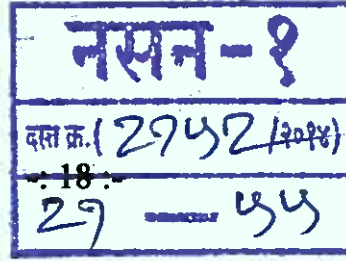
27. The Developer will put up entire construction envisaged under these presents at their own costs and expenses.

28. All permissions, sanctions, NOCs required for development of the said property and putting up constructions of the said proposed Buildings shall be brought by the Developer at their own costs and expenses.

29. The Developer shall bear and pay the premium or other charges, fees as also all deposits whether refundable or not for obtaining all permissions from concerned authorities.



30. The Developer shall be entitled to submit plans for amalgamation layout and construction and specification to Nashik Municipal Corporation and other authorities with or without amalgamation for their approval. However such plans will be submitted in such phases as the Developer may deem fit with the consent of the owners. The Developer will develop the said properties independently in the event amalgamation is not sanctioned.
31. The Developer shall be entitled to modify and amend the building plans and/or layout from time to time with the consent of the owners. All the land owners' signatures on the blue print will be compulsory while applying / revising or modifying the plan which is to be submitted with Nashik Municipal Corporation or Competent Authorities otherwise.
32. The license to enter upon the property for the purposes mentioned in these presents given to the Developer will include its Contractors, labour contractors, workmen, Architect, Surveyors, Engineers, plumbing and Electrical Contractors Watch-n-ward.
33. The Developer will carry out all construction work in accordance with applicable Building Laws, Rules Regulation and the terms and conditions contained herein and will not commit breach thereof in any manner whatsoever.
34. The Developer will ensure best quality and construction, design, elevation and other amenities in the proposed building/s as per the plan. The owners will always have first right to inspect the site, take measurements etc. and take other actions or measures to monitor the construction and effective implementation of this agreement on their own or through experts or agencies appointed by them.



35. The Developer will bear and pay all construction costs of the proposed new building/s including costs, charges and expenses of obtaining all permissions, approvals, sanctions, statutory or otherwise, I.O.D and Commencement certificate as also payments to the Nashik Municipal Corporation by way of deposits, security deposits, security fees, development charges LUC, debris deposit or any other charges, payments to architects, engineers, contractors, labour contractors, suppliers of building materials, workmen, employees, security staff, elevation compound wall and will indemnify and keep indemnified the owners against the payment thereof and/or any actions, damages, loss, fines etc, which may taken, made or suffered by the owners.

36. Subject to the provisions of clause No.11 the Developer shall be entitled to sell and transfer the Flats / dwelling units to be constructed on the said properties and for that purpose to enter into any agreement or arrangement for sale of the premises on principal to principal basis and not as the agent of the owners. The terms and conditions of such agreement shall be carried out by the Developer. The Developer shall be entitled to appropriate the sale proceeds of flats /dwelling units first to construct the buildings till full completion and thereafter free to use the proceed as per their terms.

The developer will always produce and produce true copy of the accounts of the construction project as and when required by the owners.

37. If required by the owners the Developer shall transfer and sale or arrange to sale the flats/ dwelling units and other premises of the owners (as mentioned in the clause no. 11) also and in that case a separate bank account in the name of the owners will be opened and all proceeds of such sale shall be deposited in that bank account. The owners will be at liberty to operate the bank account as per their convenience.

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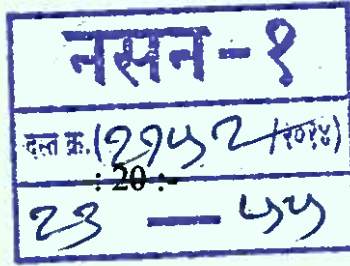
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38. While registering all documents of sales regarding flats, dwelling units or other premises as approved under the plan or otherwise on behalf of all the **FOUR OWNERS** hereto, Party of the **FIRST PART, MR. MUKUND BHANJI AGRAWAT** and Party of the **SECOND PART, MR. ASHOK KUMAR MADRECHA** BOTH will be signatory to all the documents as a confirming party. Flats, Parking spaces or other dwelling units reserved for the owners will be sold / allotted by the owners themselves except as provided in clause 37 above. The owners will always be at liberty to sale or allot their Flats, Parking spaces or other dwelling units as per their discretion during the construction period or after the possession and for all these dealings the Developer will be exclusively responsible to complete the construction as per plan and give possession of Flats, Parking spaces or other dwelling units within the time limit as prescribed in Clause 20 of this agreement.

39. The parties hereto agree that all Municipal and legal dues prior to signing of this agreement regarding the land shall be the liability of the owners and thereafter of the Developer till completion of the new building and then of the Apartment of the flat holders in proposition to their respective carpet areas of the flats/dwelling units or other premises occupied by them in the said building.

40. It is specifically agreed between the parties hereto that any further or future FSI and/or right to use, consume FSI of any future including TDR, floating or any other FSI by whatsoever name called shall absolutely belong to the owners only.

41. As and when required by the Developer the owners shall at the costs and expenses of Developer make, sign and execute or cause to be made signed and executed all papers, affidavits, applications, forms, deeds, documents etc and shall do or cause to be done all acts,

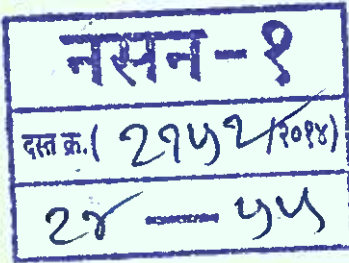


deeds, things and matters as may be necessary and required for the purpose of effectually putting into effect intention of the parties hereto herein provided.

42. Whatever deposits, payments and charges, water deposit, security fee, deposits etc, required to paid or made to any authority shall be borne and paid by the Developer and the Developer shall be entitled to get refunded their deposit directly from such authorities and in order to enable the Developer to obtain the same the owners shall sign all writings applications, letters etc, as may be required by the Developer. In case any deposit is refunded to the owners by such authority, the owners will reimburse the Developer to the extent of the amount received by them.

43. The Owners declare that no notice of requisition written or verbal is issued by the **NASHIK MUNICIPAL CORPORATION** or any other concerned authority under the Town planning Act or under any other statute in respect of the said property and that all previous notices and requisitions of the **NASHIK MUNICIPAL CORPORATION** have been complied with and if any other notice issued by public body or authority are now pending or shall come to the notice at any time that it was pending before the completion as provided herein, the owners shall comply with them at their own costs. The owners also declare that there is at present no notice of acquisition or requisition issued by the **NASHIK MUNICIPAL CORPORATION** by or any other public body or local body in respect of any acquisition or requisition of the said property or any part thereof.

44. The owners further declare that no notification is issued under any ordinance, Act, Statute, Rules and Regulations affecting the said property or any part or portion thereof.



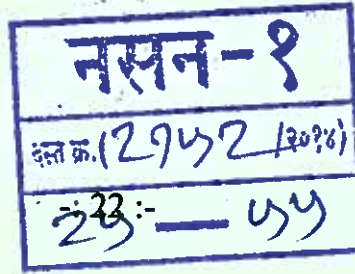
45. It is hereby further clarified that now onwards the developer shall pay all N.A. Taxes, monthly outgoings, maintenances electricity etc in respect of the said property and the Developer shall also be liable and responsible for payment of such taxes etc.

46. The Developer shall be liable to bear all the outgoings including expenses for electricity, water common, lights, salaries to watchmen, sweepers and all expenses necessary and incidental to the management and maintenance of the proposed new building/buildings.

47. It is specifically agreed by and between the parties hereto that the Developer shall have no right for selling, transferring or assigning the benefit of this Agreement to any other person or persons without written consent of the owners. The Developer shall not take any loan either from any bank or private party on benefits or rights of this Agreement however the Developer will be free to allow their customers to take housing loan from any bank or financial institutions.

48. The Parties hereto agree that in the event of any dispute or difference of any nature whatsoever including interpretation of these presents, carry on the terms of these presents, breach and/or default shall be referred to the Arbitration under the provisions of Arbitration and cancellation Act, 1996. The Arbitrator/s shall have summary powers and shall be entitled to give interim orders and directions. The award and directions given by arbitrators shall be final and binding on the parties.

49. The courts in Nashik only shall have the Jurisdiction.

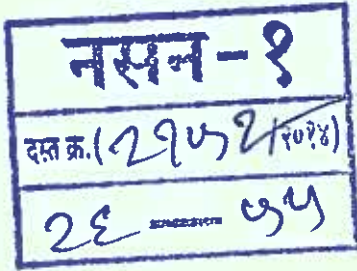


50. All tax and legal liabilities including Provident Fund, Employees State Insurance, VAT, Service Tax on sales, , LBT, TDS on Purchases, labour charges, professional fee, etc. and stamp duty and registration charges payable in respect of these presents and any other documents to be executed pursuant hereto shall be borne and paid by the Developer only. Income tax will be borne by the Developer and Owners on their respective income as would be calculated as per the prevailing Income Tax Act.

51. In consideration of the owners having agreed to entrust to the Developer the development of the said Property described in the First and Second schedule hereunder written and to confirm upon the developer the rights, powers, privileges, and benefits as mentioned herein the Developer shall allot 50% of total Flats, Parking spaces or other dwelling units admeasuring 1269.08 (in words One Thousand Two Hundred Sixty Nine and point Zero Eight) square meter carpet area in the manner as detailed in a Third Schedule hereto on ownership basis free of costs as hereinabove provided to the OWNERS.

52. All out of pocket expenses of and incidental to this Agreement and the transactions in pursuance thereof including the Deed/Deeds of Conveyance if required for formation of Apartment or Co-Op. Housing Society as the case may be and other assurance in respect thereof including Stamp duty and registration charges shall be arranged to be paid by the Developer so that the owners will not be required to pay the same.

53. The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges, expenses that will be incurred or suffered by the Owners on account of or arising out of any breach of or any mishap during construction or due to any claim



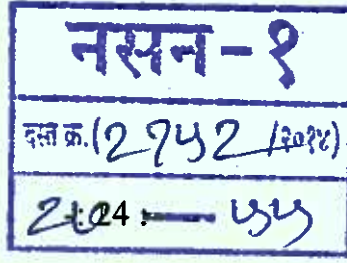
made by any third party in respect of such construction or otherwise howsoever.

54. The Developer shall be entitled to enter into separate contracts in his own name with building contractor, architects and others for carrying out the said development at their risk and costs.

55. The Owners shall also join Apartment of the flat purchasers as members thereof. For the sake of formality the Developer will execute a separate Apartment deed in favour of the owners. The Stamp duty and registration charges for this, if required the same shall be borne and paid by the Owners. The Developer shall complete all formalities to form Apartment Declaration along with other flat purchasers and other dwelling unit holders.

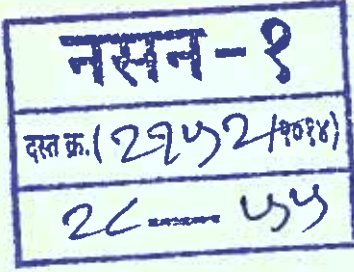
56. The Owners have informed and represented to the Developer about their ownership of both the plots and the developer also have independently verified all the details including the following facts:

- a) The Final Lay-out Plan of the said property has been sanctioned by the Assistant Director of Town Planning, Nashik Municipal Corporation, Nashik vide Letter No. Nagarrachana Vibhag/Antim/Satpur/3/3869/dated 29/10/2005.
- b) A permission under Section 44 of the Maharashtra Land Revenue Code, 1966 granted for Non-Agricultural use of the said property by the Collector, Nashik vide their Order No. मह/कक्ष ३/बि.शे.प.क्र./४/236/2004 dated 03/02/2005.



c) The said property is an excess land as per the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 and u/s 20 of the said Act the Talegaon-Scheme sanctioned by the Addl. Collector & Competent Authority, N.U.A. & chairman, Talegaon Dabhade Scheme Sanctioning Committee, Nashik vide their Order No. ULC.C.1/Sect.20(1)(a)(a)/TDS/548/98 dated 16/03/1998.

57. On the Owners allowing the Developer to enter upon the said property as aforesaid the Owners shall execute a General Power of Attorney in favour of the Partner Mrs. Dimple Rajkumar Sancheti, partner in M/s. DHURUV DEVELOPERS, the Developer authorizing her to carry out the work of Development as herein provided and such other powers as may be necessary and approved by the owners.



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THE FIRST SCHEDULE ABOVE REFERRED TO

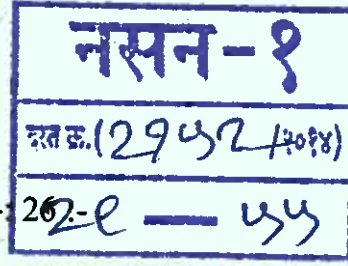
ALL THAT piece or parcel of Plot no. 2, situated lying and being in Survey no. 65/1/1A, Gangapur Road, Near Navshya Ganpati, Nashik, within the limits of Nashik Municipal Corporation, admeasuring 654.71 Sq. Meter or thereabout at village Anandvalli, Taluka and District Nashik within the Registration District and Sub-district Nashik, and bounded as follows:

ON OR TOWARDS EAST : Plot no. 1 of the same layout
ON OR TOWARDS WEST : 9 meter wide colony road
ON OR TOWARDS SOUTH : Plot no.3 of the same layout
ON OR TOWARDS NORTH : 24 meter wide D.P. road.

THE SECOND SCHEDULE ABOVE REFERRED TO

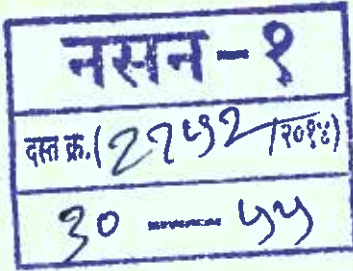
ALL THAT piece or parcel of Plot no. 3, situated lying and being in Survey no. 65/1/1A, Gangapur Road, Near Navshya Ganpati, Nashik, within the limits of Nashik Municipal Corporation, admeasuring 307.99 Sq. Meter or thereabout at village Anandvalli, Taluka and District Nashik within the Registration District and Sub-district Nashik, and bounded as follows:

ON OR TOWARDS EAST : Open space area of the same layout
ON OR TOWARDS WEST : 9 meter wide colony road
ON OR TOWARDS SOUTH : 7.50 meter wide colony road
ON OR TOWARDS NORTH : Plot no. 2 of the same layout



THE THIRD SCHEDULE ABOVE REFERRED TO
Distribution of area to be reserved for The Owners

<u>Name of the Owner</u>	<u>Flat No.</u>	<u>Floor</u>	<u>Carpet Area</u> (in sq. mtrs)	<u>Total Area</u> (in sq. mtrs)
Mr. Mukund Bhanji Agrawat	302	3 rd	105.20	
Mr. Mukund Bhanji Agrawat	303	3 rd	106.87	
Mr. Mukund Bhanji Agrawat	703	7 th	<u>106.87</u>	318.94
Mr. Ashok Kumar Madrecha	202	2 nd	105.20	
Mr. Ashok Kumar Madrecha	203	2 nd	106.87	
Mr. Ashok Kumar Madrecha	603	6 th	<u>106.87</u>	318.94
Mrs. Jayshree Mukund Agravat	201	2 nd	105.20	
Mrs. Jayshree Mukund Agravat	601	6 th	105.20	
Mrs. Jayshree Mukund Agravat	602	6 th	<u>105.20</u>	315.60
Mrs. Pushpa Ashok Madrecha	301	3 rd	105.20	
Mrs. Pushpa Ashok Madrecha	701	7 th	105.20	
Mrs. Pushpa Ashok Madrecha	802	8 th	<u>105.20</u>	<u>315.60</u>
Total carpet area in square meters				<u>1269.08</u>



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THE FOURTH SCHEDULE ABOVE REFERRED TO

AMENITIES

- 1) Earthquake resistant R.C.C Framed Structure.
- 2) All External wall 6" thick and internal walls 4" Thick.
- 3) Sand Finished Plaster on External Wall & Internal wall with Neru Finish or in Gypsum Pop.
- 4) 32*32 Verified flooring in all rooms.
- 5) 7' high Glazed tiles in bathroom & 7' high in toilet.
- 6) Kitchen Platform in Black Granite, Stainless sink and 4' high glazed tiles.
- 7) 3 Track powder coated Aluminium Sliding Windows with Safety Grill.
- 8) Decorative Laminated Main Door and internal flush doors.
- 9) Concealed electrification With Modular Switches. (legrand or leon) Cable (polycab or finolex).
- 10) UPVC concealed Plumbing. (Paras or astral)
- 11) External Apex/ Equivalent and Internal (Ace) Oil Bond Distemper Paint. (Asian or Berger)
- 12) Overhead & Underground water tank.
- 13) Main door & bedroom door frames in wood and toilet & bath in Black Granite frames.
- 14) Well finished Parking with compound wall and gate.
- 15) 2 New Lift with Battery Backup.
- 16) Fire fighting System.