

premises to be developed thereon and it shall be entitled to develop the plot at the cost and on account of and on behalf of the respective intending buyers and such intending buyers shall be nominated by the DEVELOPER for the purpose of acquiring the ownership right in the said plot of land.

(4) That in consideration of the OWNER/S having permitted and allowed the DEVELOPER to develop the said property as stated here-in-above and to utilize the entire sale proceeds of the building as may be permitted at present or as may hereinafter become permissible at any future date in relation to the said property, the DEVELOPER agrees with the OWNER/S as follows.

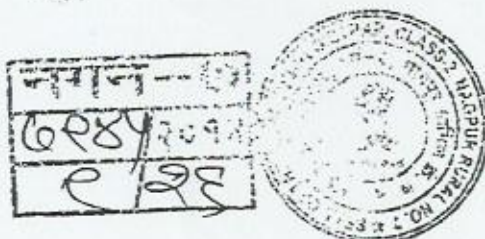
(I) The DEVELOPER shall make the payment of agreed amount of land given for development to the OWNER/S from the consideration received by the DEVELOPER and/or from the prospective buyers on the sale of constructed premises on the said property.

(ii) That the OWNER/S have permitted the DEVELOPER to carry on the further construction activities on the said plot of land in accordance with the plan sanctioned by the appropriate authorities or as may be Revised Plan by the DEVELOPER for which the OWNER/S shall give all assistance and co-operation in that regard. The DEVELOPER now onwards deal with said land and shall utilize the land for its own use of benefit and shall be developing the land as per scheme of development authorities.

(iii) The DEVELOPER shall be free to recover the consideration of land agreed to be paid to the OWNER/S directly from the prospective purchasers in whatever amount and in whatever manner it deems fit and proper. The OWNER/S shall not demand anything on that account, except the agreed consideration from the DEVELOPER or from the prospective purchasers of constructed premises/or family units. The OWNER/S shall not be held responsible for an transactions between the DEVELOPER and the prospective purchasers and any liabilities arising thereof.

(iv) The DEVELOPER shall be free to enter into Agreement for sale of the constructed flats, Multi Dwelling Units, Apartments, built up spaces etc. on the said land with the intending buyers at the price suitable to it and shall be free to recover the same directly from such buyers in such installments as it deems fit and proper.

(v) The DEVELOPER shall bear and pay all costs and charges for preparation of the revised plans, if required including the Architects fee and other incidental expenses.



(vi) The DEVELOPER shall appoint its own Architect, Engineer and/or Supervisor for the purpose of the aforesaid construction works and the OWNER/S shall not interfere or obstruct the DEVELOPER in any manner whatsoever in this behalf.

(5) THAT, on completion of the making of scheme the OWNER/S shall execute the sale Deeds of the constructed flats, Apartments, Tenements, built up spaces etc. in the said land pertaining to each of prospective purchasers along with DEVELOPER being confirming party. The balance F.S.I. if available, on any further date or any time in future, will be solely consumed and utilized by the DEVELOPER alone and the OWNER/S or any prospective purchaser will not claim any right, title or interest or any consideration for the same.

(6) THAT, all the taxes, cesses, charges levied by State Govt., M.S.E.B., M.S.E.D.C.L. Water Departments or any other authority or Department in respect of the said property are paid up to date. All the taxes and dues over the said property till 31.12.2014 shall be paid by the OWNER/S and thereafter the same shall be borne and paid the DEVELOPER or prospective purchasers of premises. However if any arrears shall be found or noticed at any time in future in that event either OWNER/S shall pay the same to the concerned authority or it will be paid by the DEVELOPER and shall be reimbursed from OWNER/S by DEVELOPER.

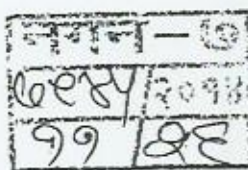
(7) The OWNER/S hereby authorize the DEVELOPER to select the prospective purchasers and also permit and authorize the DEVELOPER to receive the consideration, or any part thereof, to enter into an agreement and accept booking of constructed Flats, Apartments, Tenements, built up spaces etc. and accept advances from the prospective buyers and also authorized to mortgage the said property in whole and/or in part viz. the constructed premises along with variable, proportionate undivided share in land.

(8) THAT, the DEVELOPER shall make the building scheme of residential and utilize maximum permissible area out of its own funds for the selling it to others and it is explicitly made clear that the OWNER/S shall have no claim or share in the profit that will accrue to the DEVELOPER in execution of the said scheme and have no right to call for the accounts of making of layout out and the same proceeds of the constructed Flats, Apartments, Tenements, built up spaces etc. The OWNER/S shall have no right to claim anything on account of the portion of land. The OWNER/S has given the said portion of the land to the DEVELOPER under this Agreement and has agreed to take the consideration for the same and now it is on the DEVELOPER to develop the said land and to sell it to the prospective buyers. The OWNER/S shall not claim anything except the consideration agreed with the DEVELOPER.

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- (9) THAT to enable the DEVELOPER to execute the said scheme the OWNER/S shall execute Irrevocable general power of attorney in favour of Directors of M/s. Ambika Buildtech Pvt. Ltd. (i) Mr. Ashish Verma and (ii) Mr. Ramesh chander Gupta as its nominee and constituted Attorney, assigning the powers to sign and submit the letters or applications to Town Planning, N.I.T., N.M.C., City Survey, M.S.E.B., or any other Govt. Semi Government organizations, office or authority which will be required as the effective means and to execute and register the Agreement to Sell, Correction Deed, Sale Deed of the constructed Flats, Apartments, built up spaces etc. to be made/constructed on the said property and in favour of prospective purchasers and to receive the consideration thereof.
- (10) THAT the DEVELOPER has verified the title of the OWNER/S in respect of the said property and has satisfied about the same and accepts the same as good, valid and marketable. However, incase of any defects in the title is found or any claim is made by the any person, the OWNER/S shall clear the same and shall give a clear marketable title to the DEVELOPER. THAT the OWNER/S hereby convey that said entire property is free from all encumbrances, claims, liens, demands, taxes, assessment etc. and they have got absolute power and authority to enter into this Agreement of Development and to sell the constructed premises. It is further made clear that the said property is neither mortgaged nor the OWNER/S has/have entered into any agreement for sale and/or Development with any one else except with the present DEVELOPER.
- (11) THAT the OWNER/S has given expressed permission to the DEVELOPER to affix its boards free of cost and also to advertise the scheme in news papers or periodicals at the cost and risk of the DEVELOPER for which the OWNER/S shall not raise any objection at any time.
- (12) THAT, all the expenses, deposits required to be made and any other charges for obtaining water, drainage, electricity connection to the property shall be borne by the DEVELOPER but the OWNER/S shall sign all the necessary papers required to be signed in this connection and shall co-operate the DEVELOPER to obtain the connections thereof.
- (13) THAT, the OWNER/S if required agrees to execute Agreement to Sell and Sale Deed of the constructed Flats, Apartments, built up spaces etc. in favour of prospective purchaser(s), to execute any tripartite agreements, documents or other writings as may be considered necessary to convey and transfer the said scheme which shall be owned by the DEVELOPER or its nominees or incorporate body, at the cost and expenditure of the DEVELOPER or it's prospective purchasers. THAT on completion of the development the OWNER/S shall execute the sale Deeds of to



each of prospective purchaser as may be directed by the DEVELOPER directly or through her Power of Attorney holder.

(14) That the OWNER/S shall not be held responsible for any construction activities done by the DEVELOPER and the DEVELOPER alone shall be responsible for the same. The DEVELOPER shall also indemnify the OWNER/S in respect of any litigations in respect of the property hereby agreed to be given for development arises between the DEVELOPER and the prospective purchasers.

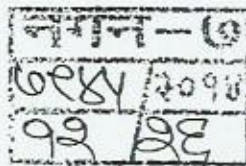
(15) That the DEVELOPER will have broad and unlimited powers in the manner and mode of execution of all development matters in respect of the said property including those relating to Finance. The DEVELOPER will be at liberty to create third party interest over the said property and the same will be binding on the OWNER/S. The DEVELOPER and the prospective purchaser/s shall indemnify the OWNER/S in respect of the liabilities created by them.

(16) In case any dispute arises between the Parties with regard to any matter connected with the development of the land or incidental thereto or with regard to taking of accounts during the continuation of the scheme, with regard to interpretations of terms and conditions of this Agreement or understanding between the Parties or any matter connected therewith or incidental thereto then the same shall be referred to the Sole Arbitrator to be appointed by the mutual consent of all the Parties and the decision of the Arbitrator so appointed shall be final and binding on all the Parties.

(17) That all expenses on account of preparation of this Agreement including the cost of Stamp Duty and Registration Fees as per Schedule 1 of The Bombay Stamp Act, 1958 have been borne and paid by the DEVELOPER.

(18) THAT the Owners hereby allow and permit the Developer to obtain/borrow the Project Finance for the aforesaid proposed scheme from any Financial Institution and mortgaged the said property or any part thereof to it by way of security for the repayment of loan, if desired. The responsibility of repayment of the said loan shall be the Developer alone and the Owners at any cost shall not be responsible for the aforesaid loan amount.

(19) THAT the Developer also agrees to pay charges to the M.S.E.D.C.L. for obtaining electric and Water Meter in the said proposed building. It also further specifically agreed to pay Sales Tax, VAT (Value Added Tax) or any other tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefore and shall always keep the Owners indemnified against the same. In the like manner the Owners do hereby



allow and permit to Developer to install a Transformer for supply of Electricity to the Owners of the proposed Multistoreyed Building as per the Rules and Regulations of the M.S.E.D.C.L. However the expenses required for such installation shall be borne and paid by the Developer/Prospective purchasers to the concerned Department.

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

(21) THAT the Developer also agreed to pay Sales Tax, VAT or any other Tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid thereof and shall always keep the Owners indemnified against the same.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

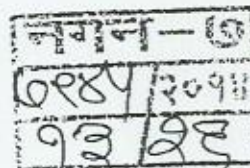
ALL THOSE Pieces and Parcels of land bearing Amalgamated Plot No. 1-2-3 containing by admeasurements 623.024 Sq. Mtrs. (i.e. 6706.230 Sq. Ft.) and Plot No. 4 containing by admeasurements 225.12 Sq. Mtrs. (i.e. 2423.191 Sq. Ft.) thus total Plots admeasurements 848.144 Sq. Mtrs. (i.e. 9129.421 Sq. Ft.) out of the sanctioned layout, being a portion of the entire land bearing Khasra No. 68/1 (Part) of Mouza - BHOKARA, Patwari Halka No. 12-A, including all other easementary rights appurtenant and belonging thereto, situated at Village - Bhokara, within the limits of the Gram Panchayat - Bhokara, in Tahsil - Nagpur (Rural) and District - Nagpur and bounded as under :

Boundaries of Amalgamated Plot No. 1-2-3

On the East	-	9.00 Mts. Wide Road
On the West	-	Other Layout
On the North	-	Plot No. 4
On the South	-	Other Layout

Boundaries of Plot No. 4

On the East	-	9.00 Mts. Wide Road
On the West	-	Kh. No. 67 (Other Layout)
On the North	-	Kh. No. 68/1 Part (Other Layout)
On the South	-	Plot No. 3



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

WITNESSES:-



(1) S. Subbanna



1)

(ASHISH BALBIR SINGH VERMA)



(2) महेश सहाय



2)

(PUNEET SUBHASH CHANDER JOLLY)
OWNERS



FOR M/s. AMBIKA BUILDTECH PRIVATE
LIMITED

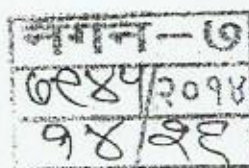
1)

(ASHISH BALBIR SINGH VERMA)



2)

(RAMESH CHANDER GUPTA)
Authorized Directors
DEVELOPER



गाव नमुना सात (अधिकार अंमलेख पत्र)

११६

महाराष्ट्र अमीन महसुल अधिकार अंमलेख आणि नोंदवह्या (तयार करणे व सुविस्तीत ठेवणे) नियम, १९०१ यातील नियम २१, २२ आणि २३
 गाव आकाश पाटन-१२ तालुका जागसूर (व)

प्राप्तन क्रमांक	समाप्तन क्रमांक/अंमलेख	प्राप्तन पत्र	सोपविलेल्याचे स्थान	आलेख क्रमांक
६८१९	अ.पत्र ९		प्रमुख विष्णूनाथ निगम दि. २६.१०.२०१० २६ हे. बा.	११६
वहाचे स्थानिक नाव			अ.पत्र ९	
आगवडीसोप	हेक्टर	बार	अ.पत्र ९	
	२.५६			
अ.पत्र ९	२.५६			
पोटखराब (आगवडीसोप) नवलेवे-				
वर्ग (अ)				
वर्ग (ब)				
अ.पत्र ९				
आकारणी	वर्ग	हेक्टर		
जुटी किंवा विंगट आकारणी	१०.००			
	१०.००			

आगवडीसोप क्षेत्र
 हेक्टर २.५६
 बार २.५६
 अ.पत्र ९
 पोर्टखराब (आगवडीसोप) नवलेवे-
 वर्ग (अ)
 वर्ग (ब)
 अ.पत्र ९
 आकारणी
 जुटी किंवा विंगट आकारणी १०.००
 १०.००

महाराष्ट्र अमीन महसुल अधिकार अंमलेख आणि नोंदवह्या (तयार करणे व सुविस्तीत ठेवणे) नियम, १९०१ यातील नियम २१, २२ आणि २३

गाव नमुना बारा (विकसित नोंदवह्या)

महाराष्ट्र अमीन महसुल अधिकार अंमलेख आणि नोंदवह्या (तयार करणे व सुविस्तीत ठेवणे) नियम, १९०१ यातील नियम २१

वर्ग	हंगाम	विकसित नोंदवह्या	विकसित नोंदवह्या क्षेत्र						विकसित नोंदवह्या क्षेत्र				विकसित नोंदवह्या क्षेत्र	विकसित नोंदवह्या क्षेत्र	विकसित नोंदवह्या क्षेत्र	विकसित नोंदवह्या क्षेत्र	विकसित नोंदवह्या क्षेत्र	विकसित नोंदवह्या क्षेत्र
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१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	१८	१९
०८-०८	२०	-	हे. बा.	हे. बा.	-	-	-	-	हे. बा.	हे. बा.	२.५६	-	-	-	-	-	-	२.५६
१०-१०	२०	-	-	-	-	-	-	-	-	-	२.५६	-	-	-	-	-	-	२.५६
०१-०१	२०	-	-	-	-	-	-	-	-	-	२.५६	-	-	-	-	-	-	२.५६
०१-०१	२०	-	-	-	-	-	-	-	-	-	२.५६	-	-	-	-	-	-	२.५६
०१-०१	२०	-	-	-	-	-	-	-	-	-	२.५६	-	-	-	-	-	-	२.५६
०१-०१	२०	-	-	-	-	-	-	-	-	-	२.५६	-	-	-	-	-	-	२.५६
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०१-०१	२०	-	-	-	-	-	-	-	-	-	२.५६	-	-	-	-	-	-	२.५६

नगर-७
 ०८४५/२०१४
 १५ २६

REGISTRAR CLASS-7, NAGAR-7, DIST. NAGAR-7, STATE NAGAR-7, INDIA NAGAR-7