bills, Ground rents, Non Agricultural assessments, rent, cesses, and other statutory dues and revenue assessments levied and required to be paid to any government, revenue or local authority on the Plot or construction thereon shall be exclusively borne and paid by the Developer / Firm or its nominees or prospective purchasers / buyer s of residential units, commercial shops, offices. Chambers, hall etc in the proposed building and the Developer / Firm shall herein after wards always indemnify the Owner against payment of the same.

25. **THAT** the Owner shall also execute General Power of Attorney and get it registered in the office of sub registrar Nagpur, empowering and authorizing any person to be nominated by the Developer / Firm to sign / execute various Agreement to sale, Sale Deeds, Deed of Declaration, Various Apartment Deed and all kind of documents on his behalf and also to carry out and observe all the obligations on his part herein contained of otherwise required by law and to do all things necessary to complete the transfer of the respective residential units, commercial shops, offices. Chambers, hall etc in the proposed building and this power will not be withdrawn or revoked by the Owner until the transactions envisaged herein is completed in all respect. However the Owner shall not incur any monetary responsibility arising out of the nomination of the attorney. That the Parties hereby agreed that the General Power of Attorney is automatically stands cancelled after completion of entire scheme and after execution of all the required documents in favour of the Purchasers of residential units, commercial shops, offices. Chambers, hall etc in the proposed building.

26. **THAT** in future, the Developer / Firm or its nominees or prospective purchasers / buyers shall pay all charges for installation of electric transformer, electricity and water meter in their respective residential units, commercial shops, offices. Chambers, hall etc and the Developer / Firm shall always indemnify the Owner against payment of such charges in future.

27. **THAT** the responsibility of payment of G.S.T., Income tax, Sale tax, Turn Over tax, Wealth tax, Capital Gain tax on profits earned / losses sustained from construction and sale of residential units, commercial shops, offices. Chambers, hall etc in the proposed building shall always be that of the Developer and it shall always indemnify the Owner against payment of any such tax liabilities in future.

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28. **THAT** the Owner hereby specifically agrees and assures that the Developer / Firm shall have full right to use the entire F.S.I. (Floor Space Index) that is available at the time of registration of this and or any unconsumed F.S.I. or F.S.I. that may be available or sanctioned by any sanctioning / planning authority in future on the said Plot / Property shall always vest with and belong to the Developer / Firm for it exclusive use and consumption and the Owner shall have no right or claim on such unconsumed or increased F.S.I. nor the Owner shall demand any monetary compensation from the Developer / Firm in lieu thereof.

29. **THAT** the Owner or his representative shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer / Firm after getting the plan sanctioned by Nagpur Improvement Trust / Nagpur Municipal Corporation. That if, Owner or his representative, agents, servants or anybody on his behalf in any way obstruct or interfere in the building construction activities and by that obstruction or interference if any loss occurred to the Developer in that event Developers shall have right to recover said losses from the Owner or from his representative.

30. **THAT,** the Developer / Firm shall appoint his own Architect, Engineer and Supervisor for the purpose of above said work, and owner or its representative shall not obstruct or interfere the Developer / Firm in any manner, what so ever in this behalf the expenses / fees in respect of the same shall borne by the Developer.

31. **THAT** the Owner hereby specifically affirms and declares that he or his representative shall herein afterward pursuant to the terms and conditions of this "Agreement of Development, Promotion, and Construction" entered with the Developer / Firm shall not directly or indirectly deal or carryout any transaction in respect of the said plot nor execute any deed or documents directly or indirectly in favour of any other person, detrimental to the interest of the Developer / Firm.

32. **THAT** the Stamp duty, Registration Fee and Legal fees required to be paid on deeds of Agreement to Sale, Deeds of Apartment, Sale Deed/s, Mortgage Deed/s, Correction Deed/s, of Residential Apartments, in the proposed building shall be paid by the Developer / Firm or its nominees or prospective purchasers / buyers and the Owner shall be relieved and indemnified from payment of same forever by the Developer / Firm.

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33. **THAT** after registration of Sale Deed/s of residential units, commercial shops, offices. Chambers, hall etc in the proposed building, the Owner agrees to render necessary assistance to the Developer / Firm or Its nominees or prospective purchasers / buyer s for obtaining mutation in their favour in all relevant records of Government.

34. **THAT** the Owner shall render his co-operation for mutation of the name of the its nominees or prospective purchasers / buyers as the lawful owner in all relevant records,

35. **THAT** it is specifically understood and agreed by the Owner that in case if the Developer is required to enforce this agreement, then this Agreement will be specifically enforceable under the relevant provisions of the Specific relief Act,1963 and the Owners shall not be entitled to raise any plea to its enforcement. It is further specifically agreed that in case any such plea is raised then this agreement will be deemed to be an Agreement of Sale coupled with transfer of possession in part performance of the terms and conditions of this Agreement, as envisaged by the provisions of Section-53 (A) of the Transfer of Property Act,1882.

36. **THAT** this Agreement of Development, Promotion and Sale is not a partnership between the Owner and the Developer / Firm.

37. **THAT** in case the Owner or its representative fails to neglects to fulfill and observed all or any of the obligations on his part as hereinabove contained or otherwise required by law and also to execute various agreement to sale, sale deeds, deed of declaration, and various apartment deeds etc., as stipulated above, the Developer / Firm shall be entitled to enforce specific performance of these contract by instituting legal proceedings against the Owner and in such event the Owner shall be liable to reimburse all cost and damages caused to the Developer / Firm and the Developer / Firm shall also have the choice of depositing the balance sale consideration in the court of law and get sale deeds executed and registered in favour of its nominees or prospective purchasers / buyers.

38. **THAT** all disputes arising out of this agreement or connected thereto may be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to Arbitration of Two Arbitrators, One to be appointed by each party. The decision of the Arbitrators will final and binding

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upon both parties. In the event of any difference of opinion amongst the Arbitrators, the same shall be referred to an Umpire to be appointed by the Arbitrators and his decision will be binding on the Parties. The proceeding of Arbitration shall be held at Nagpur. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

39. **THAT** the Owner agree to pay and discharge his liability on his own towards payment of Income Tax, Wealth Tax, and Capital Gain Tax if any, arising out of this transaction of Agreement of Development, Promotion and Constructions.

40. **THAT** the Developer shall be liable to pay all charges and deposits for obtaining Water & electricity connection/meters, Sewer connection, etc. in the proposed building.

41. **THAT** the Developer also agrees to pay G.S.T., Sales Tax, Service 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 there for and shall keep the Owner indemnified against the same,

42. **THAT** this Agreement of Development, Promotion and Construction is subject to the jurisdiction of a competent Civil Court at Nagpur.

43. **THAT** the property hereby agreed to be developed shall be taken to be correctly described in the SCHEDULE written hereunder and if any mis statements, error or omissions if found, shall not annul this sale nor shall any compensation be allowed in respect thereof but all such mis statements, errors or omissions will always be subject to corrections by the parties hereto.

44. **THAT** all the expenses on account of preparation of all kind of documents, including cost of the stamp duty registration fees in respect of the present deed shall be borne by the Developer.

45. **THAT** the Owner and Developer / Firm acting through its Partner hereby declare that they have fully examined and read over the contents of this Agreement of Development, Promotion, and Construction and they hereby sign it without any coercion, undue influence, threat, intoxication and miss representation of any kind and they are fully satisfied with the contents of this Agreement of Development, Promotion, and Construction and they will hold each

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other free and harmless of any demands, claims, actions or proceedings in respect of the said property or construction of the proposed building.

SCHEDULE OF PROPERTY

All That piece and parcel of land bearing **Plot No.16** admeasuring area about **454.8860 Square Meter (as per Regularization Permit of NIT), Plot No.18** admeasuring area about **152.3540 Square Meter(as per Regularization Permit of NIT), as such total area admeasuring about 607.24 Sq. Mtrs.** in **Kh. No. 2/1, 2/3, & 2/4**, P.H. No.11 of **Mauza Zingabai Takli**, bearing City Survey No.6, Sheet No.15 situated in the layout Motikrishna Co-operative Housing Society, Ltd, Nagpur, Ward No.61, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur

Plot No. 16 is bounded as under:

On the East	:	9.00 Mt wide Road
On the West	:	Plot No.31 and 18
On the North	:	9.00 Mt wide Road
On the South	:	9.00 Mt wide Road

Plot No. 18 is bounded as under:

On the East	:	Plot No.16
On the West	:	Plot No.19
On the North	:	9.00 Mt wide Road
On the South	:	Plot No.31

IN WITNESS WHEREOF the parties to this deed have set their respective hands and signed this AGREEMENT OF DEVELOPMENT, PROMOTION, & CONSTRUCTION at Nagpur on the day, date, year first above mentioned.

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1	SHRI MADHUSUDAN RAMSEVAK TIWARI (OWNER)	Left hand Thumb	
2	SHRI SUNIL GANPATRAO KHADATKAR PARTNER M/S SUNRISE BUILDCON (DEVELOPERS)		

1	(WITNESS)		
2	(WITNESS)	Left hand Thumb	Photo

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