

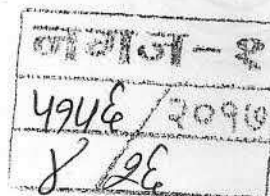
BETWEEN

SHRI. SANJU @ SANJEEV S/O. JAGANNATH DHOTE, Aged about : 49 Years, Occupation : Business, Resident of :- Plot No. 192/B, Pande Layout, Khamala, Nagpur - 4440025. Presently Residing At :- 36, Malviya Nagar, Khamala, Nagpur - 440025, PAN NO. :- ABKPD3154H. Hereinafter called the **"THE OWNER"**, which expression shall, unless repugnant to the context or meaning thereof, shall always mean and include his respective heir, legal representatives, executor, administrator, successor, adn assign of **THE FIRST PART.**

AND

M/s. Shri Yogeshwar Builders & Developers Through It's Pro. :- Shri. Satish S/o. Ajabrao Wankhede, Aged about : 50 Yrs., Occ. : Business, Resident of :- Plot No. 2, Doctor Colony, Chhatrapati Nagar, Nagpur - 440015. PAN NO :- AAEPW9739J. Hereinafter called the **"DEVELOPER"**, which expression shall, unless repugnant to the context or meaning thereof, shall always mean and include his respective heir, legal representatives, executor, administrator, successor, adn assign of **THE SECOND PART.**

WHEREAS, the land comprised in Khasra No. 93/1, 93/2 of Mouza - Somalwada, P. H. No. 44, Ward No. 15, originally belonged to Guruchaya Gruh Nirman Sahakari Santha Ltd., Nagpur who prepared a layout comprising of various plot, out of which Plot No. 26 sold to **SHRI. SANJU @ SANJEEV S/O. JAGANNATH DHOTE**, for valuable consideration vide registered Sale Deed dated 01.11.1994 duly registered at Serial No. 8700 (P) in Additional Book No. 1 in the Office of Sub - Registrar Nagpur No. 11 and Plot No. 27 sold to **SHRI. SANJU @ SANJEEV S/O. JAGANNATH DHOTE**, for valuable consideration vide registered Sale Deed dated 01.11.1994 duly registered at Serial No. 8696 (P) in Additional Book No. 1 in the Office of Sub - Registrar Nagpur No. 11 on even date. In the mean time aforesaid layout comes under the scheme of 572 Unauthorized Layout of N.I.T. & N.I.T. Nagpur has issued Regularised Letter bearing No. BE(W)/572/395/67/1785 on dated 16.04.2003 in respect of Plot No. 26. And Plot No. 27 bearing No. 283 on dated 23.06.2014 in respect of Plot No. 27.



AND WHEREAS, in mean time the name **SHRI. SANJU @ SANJEEV S/O. JAGANNATH DHOTE** has been mutated in all revenue records i. e. City Survey, Nagpur Improvement Trust & Nagpur Municipal Corporation, Nagpur, as a owner of the property mentioned in the Schedule of Property written hereunder.

AND WHEREAS, the Owner is unable to manage the above said landed property and are unable to invest huge amounts for its development there fore has made a decision to develop the aforesaid plot into a multistoried Apartment building with the help of the Developer.

AND WHEREAS, after detailed negotiations, the Owner and Developer hereinabove named have arrived at an agreement in this behalf which they have reduced in writing as under.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. **THAT,** the Owner does hereby assign all his rights, authority power to develop the said property and also assign his right, title and interest of all kind over the said property in favour of Developer for a total consideration of **RS. 1,10,00,000/- (RS. ONE CRORE TEN LACS ONLY)** which the Developer has agreed to pay to the Owner in the following manner.

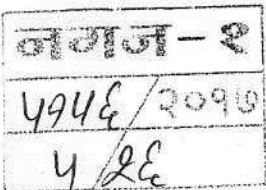
MANNER OF PAYMENT :-

Rs. 25,90,000/- (Rs. Twenty Five Lacs Ninety Thousand Only) paid by the Developer to the Owner by way of Cheque No. 000176 on dated 30.07.2017, Drawn On Tirupati Urban Co. Op. Bank Ltd., Branch Narendra Nagar, Nagpur.

Rs. 1,10,000/- (Rs. One Lacs Ten Thousand Only) paid through TDS vide Challan No. 18065 on dated 29.07.2017, Deposited in SBI having BSR Code No. 0011352.

Rs. 26,50,000/- (Rs. Twenty Six Lacs Fifty Thousand Only) adjusted towards consideration of one apartment on Second Floor retained by the Owner from the Developer.

Rs. 30,00,000/- (Rs. Thirty Lacs Only) paid by the Developer to the Owner by way of Cheque No. 000177 on dated 05.11.2017, Drawn On Tirupati Urban Co. Op. Bank Ltd., Branch Narendra Nagar, Nagpur.



Rs. 26,50,000/- (Rs. Twenty Six Lacs Fifty Thousand Only) paid by the Developer to the Owner by way of Cheque No. 000178 on dated 06.11.2017, Drawn On Tirupati Urban Co. Op. Bank Ltd., Branch Narendra Nagar, Nagpur.

RS. 1,10,00,000/- TOTAL (RS. ONE CRORE TEN LACS ONLY)

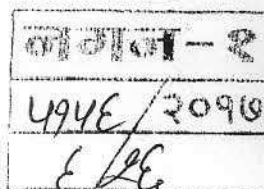
AND WHEREAS, it is agreed between the parties that **One Apartment on Second Floor** approximately 72.793 Sq. Mtrs. together with undivided land share and interest in the said plot of land shall be retained by the owner and the possession will be handed over to the owner on the completion of building constructed over Plot No. 26 and 27 within the Eighteen Months (18 Months) from the date of execution of this Agreement of Development.

2. **THAT,** the Developer shall also right to put up the board on the construction site giving names of the developer, name of Architect, Engineer etc. and also by publishing the material inviting the prospective buyers for the purchase of apartments units in the said proposed building.

3. **THAT,** the Owner shall not question the amount of sale price received by the Developer nor he shall be responsible for the manner of utilising such amount in any manner whatsoever by the Developer. However Owner shall not be accountable for any such amount received by Developer and shall not be responsible for dispute between the Developer. Developer herein and the prospective buyer of the Residential apartments units.

4. **THAT,** the Developer as a Developer shall be responsible for the wages and remuneration to be paid to Architect Engineers, workers etc. and it shall be absolute responsibility of Developer alone in respect of development work of said property.

5. **THAT,** Developer shall bear the expenses for depositing the required amount with the concerned authorities for the development work. However if such amount is deposited in the name of the Developer shall be entitled to withdraws such amount from such authorities and Developer shall not have any right or claim over the same.



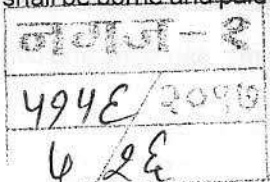
6. **THAT,** Owner agree to sign the Building map (revised / new) necessary applications, forms, indemnity bonds and swear affidavits required for the development / construction of said building and also extend necessary co-operation for all matters in this with regard to development by the Developer after the execution of this deed.

7. **THAT,** Owner shall not interfere or obstruct with the right of Developer to appoint its own Architect, Engineer, Supervisor, Contractor or Sub - Contractors for the proposed construction activity to be carried out by Developer. The Developer shall have absolute control over the construction activity without any objection or obstruction from Owner.

8. **THAT,** Developers shall have full liberty to deal with the transfer and sale of various units alongwith undivided proportionate variable and indivisible share and interest in the said plot of land except Apartment No. 201 Second Floor built - up area 72.793 Sq. Mtrs. together with undivided land share and interest in the said plot of land to the prospective buyers for such cost as Developer may agree or fix in its absolute discretion and shall receive any amount towards sale price of any units in proposed building to be constructed by Developer.

9. **THAT,** Developer shall be entitled to enter into agreement of sale or execute and register such agreement of sale of undivided share in land in respect of the constructed / built up areas in favour of prospective buyers except Apartment No. 201 Second Floor built - up area 72.793 Sq. Mtrs. together with undivided land share and interest in the said plot of land and present such documents for registration before the registering authority. That it is agreed and understanding between owner & developer that the apartment/flat proposed to be constructed on the Second Floor of the building having carpet area 72.793 Sq. Mtrs. shall be retained by the owner.

10. **THAT,** Owners agree to transfer by way of Agreement of Developer and Irrevocable Power of Attorney the undivided proportionate share and interest except Apartment No. 201 Second Floor built - up area 72.793 Sq. Mtrs. together with land undivided share and interest in the said plot of land in the said land to respective individual prospective buyers as may be nominated by Developer and execute and register the Deed of Declaration. Agreements to Sell, Sale Deeds in accordance with land subject to fulfillment of conditions by Developer stipulated in this Deed. However the expenses required for stamp duty, registration fees, drafting and preparation of various documents legal fees, and all other incidental expenses, shall be borne and paid by Developer or the prospective buyers for such documents.



11. **THAT,** Developer shall draft the Agreements to Sell, Sale Deeds, Deed of Declaration, Deeds of Apartments necessary to complete the sale or transfer of the various units togetherwith, undivided share in the land at its cost or at the cost of prospective buyers of apartments and Owners shall not be responsible for such expenses on this Count.

12. **THAT,** the Owner shall extend all co-operation and assistance for the formation of Association within the meaning of the provisions of The Maharashtra Apartments Ownership Act., and in executing and registering a deed of declaration for this purpose.

13. **THAT,** Owner declare that the property is free from all encumbrances such as taxes, levy, cess, mortgage, lien, charge and the said property is not affected by any scheme of acquisition or requisition of any authority and have no such notice of acquisition or requisition whatsoever.

14. **THAT,** the Developer shall be entitled to take water connection electricity connection etc. for the said construction / development activity at its own cost and shall pay the charges of such consumption as per departmental bills till the construction work is over. And shall also be entitled to obtain water connection, electric connection from the concerned authorities for the purpose of water and electric supply to the individual units either in the name of Developer or in the names of the individual residential unit owners / purchasers.

15. **THAT,** the Developer shall invest its own funds required for the construction of the proposed multistoried building and it shall also be entitled to raise funds for the construction activities by receiving booking money, earnest money, advances, installments and consideration from the prospective buyers may raise funds by obtaining loan from the Financial Institutions etc. If necessary by mortgaging the entire property except Apartment No. 201 Second Floor built - up area 72.793 Sq. Mtrs. together with undivided land share and interest in the said plot of land or by mortgaging the individual unit in the said proposed building and in case the property is mortgaged in full or in part for the purpose of loan, Developer or the prospective buyers, be responsible for repayment of the same.

16. **THAT,** it is expressly agreed between the parties that Developer while developing the property in the manner described under this Deed shall act lawfully and protect and indemnify the Owner from all sorts of litigation if any in future with intending purchasers, losses / claims, damages and compensation etc.

