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 repsponsible 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.

ANNEXURE - 2
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of any nature whatsoever and in case Owner is forced to pay such losses claims, damages, and compensation etc. then Developer shall make good such losses paid by Owner and shall also bear the Court expenses in case of future litigation with intending purchasers.

17. **THAT,** the Developer shall be entitled to form a condominum of Apartment owners under Maharashtra Apartment Ownership Act, and also form Co-operative society of the unit purchasers if necessary. The Owner shall co-operate in this regard.

18. **THAT,** the No Objection Certificate from the concerned authorities for registration of Sale Deeds in favour of prospective buyers shall obtained by the Developer at its own costs and expenses and the Owner shall fully co-operate with the Developer for the same.

19. **THAT,** the Owner shall pay the Municipal Taxes, non agricultural assessment and all other outgoing/cesses, levies etc. assessed and demanded and found due on the portion of property being developed under this Deed, upto the date of handing over the vacant possession of the said property to the Developer.

20. **THAT,** the property hereby agreed to be developed is the absolute property of Owner and he has absolute right to sell transfer, convey and assign the same and no other person whatsoever has any right, title or interest in the same. In the event of any claim by any person is made or in case of any defect in the title of the Owners the Owners shall clear the same and shall give clear and marketable title to Developer and or to the prospective purchasers of the residential units and the Owner undertake to indemnify and keep indemnified the Developer in the event of any loss or damages suffered by Developer on this count.

21. **THAT,** the property hereby agreed to be developed alongwith entire FSI or with future FSI in relation to the entire land area is believed and shall be taken to be correctly described in the schedules hereunder written and in the event of any mis - statement, error or omission be discovered, the same shall not annul this Deed / Contract but all the same such mis - statement, error or omission shall alwasy be subject to correction by the parties hereto. F. S. I. As per government norms should be utilized otherwise owner will not responsible for it.

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THE JOINT SUB-REGISTRAR, CLASS-II

22. **THAT,** in case the Owner fail or neglect to fulfill and observe all or any of the obligations on his part hereinabove contained or otherwise required by law and also to execute various agreement to sell, making applications, affidavits, applying for sanction of building map etc. as would be necessary for completion of the construction and sale transactions in favour of the buyers of the various units in the building constructed on said Plot No. 26 & 27 as stipulated in this instrument, the Developer shall be entitled to enforce Specific performance of the Contract in pursuance of this Deed by instituting the legal proceedings against the Owner and in such an event the Owner shall be liable to reimburse all costs and damages to the Developer.

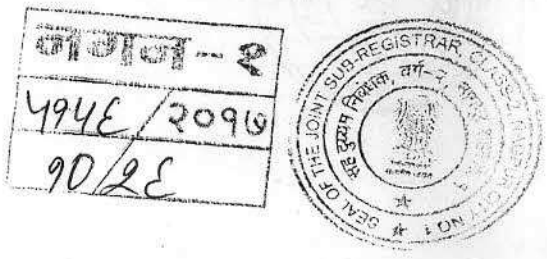
23. **THAT,** the Owner will deliever the actual, physical and peaceful possession of the said property plot of land to the Developer on realization of final payment and the Developer shall be at liberty to get the building plan sanctioned and revised as and when required and ncessary and shall start the construction / development activities over the same without any objection or obstruction from the Owner.

24. **THAT,** Agreement of Development will be subject to jurisdiction of Civil Court, Nagpur.

25. **THAT,** the expenses for Stamp Duty, Registration Fees, Legal Fees and other incident expenses for this Agreement of Development and Sale is paid and borne by the Developer.

SCHEDULE OF PROPERTY

ALL THAT PIECE AND PARCEL of land bearing **Plot No. 26,** total admeasuring 278.58 Sq. Mtrs. and **Plot No. 27,** total admeasuring 232.25 Sq. Mtrs. both plot total admeasuring about 510.83 Sq. Mtrs. out of Khasra No. 93/1, 93/2 of **MOUZA - SOMALWADA,** P. H. No. 44, Ward No. 15, City Survey No. 585, Sheet No. 725 And in the layout Guruchaya Gruh Nirman Sahakari Sanstha Ltd., Nagpur situated at Manish Nagar within the limits of Nagpur Municipal Corporation House No. 3527/B/26 & 3527/B/27 & Nagpur Improvement Trust, Tahsil and District Nagpur, and the said **Plot No. 26 & 27 is bounded as under :-**



TO THE EAST	:	Plot No. 25,
TO THE WEST	:	Plot No. 28,
TO THE NORTH	:	Road,
TO THE SOUTH	:	Other Layout.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signed and executed this **"AGREEMENT OF DEVELOPMENT"** at **NAGPUR** in presence of the following witnesses on the day first above mentioned.

DRAFTED BY :- ADV. VIJAY GIRHE, R/O. NAGPUR.



(SHRI. SANJU @ SANJEEV S/O. JAGANNATH DHOTE)

"THE OWNER"

M/S. SHRI YOGESHWAR BUILDERS & DEVELOPERS

THROUGH IT'S PRO. :-



(SHRI. SATISH S/O. AJABRAO WANKHEDE)

"DEVELOPER"

WITNESSES :-

1.





2.

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THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR सह दुय्यम निबंधक, वर्ग-२, नागपूर शहर क्र. १


कागज – १
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