

267/4902

पावती

Original/Duplicate

Thursday, August 16, 2018

नोंदणी क्र.: 39म

1:20 AM

Regn.: 39M

पावती क्र.: 6103 दिनांक: 16/08/2018

गावाचे नाव: अंबाझरी

दस्तऐवजाचा अनुक्रमांक: नगन4-4902-2018

दस्तऐवजाचा प्रकार : डेब्टलपमेंट अॅग्रीमेंट

मादर करणान्याचे नाव: महेन्द्र इन्फ्रा हाईटस प्रा.लि. तर्फे संचालक श्री. महेन्द्र श्यामराव तायवाडे . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1740.00

पृष्ठांची संख्या: 87

DELIVERED

एकूण:

रु. 31740.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:24 AM ह्या वेळेस मिळेल.



NGP4

सम निबंधक, वर्ग-२

नागपूर शहर क्र. ४

बाजार मूल्य: रु. 74215000/-

मोबदला रु. 74418000/-

भरलेले मुद्रांक शुल्क : रु. 3721000/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005034422201819M दिनांक: 16/08/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु 1740/-





CHALLAN
MTR Form Number-4



C7.3	MH000034422201819M	BARCODE							Date	13/08/2018-16:34:48		Form ID	25.2								
Department Inspector General Of Registration						Payer Details															
Stamp Duty Type of Payment Registration Fee						TAX ID (if Any)															
						PAN No.(If Applicable)															
Office Name NGPEJT NAGPUR NO 4 SUB REGISTRAR						Full Name		MAHENDRA INFRA HEIGHTS PRIVATE LIMITED													
Location NAGPUR																					
Amount One Time						Flat/Block No.															
Account Head Details				Amount In Rs.		Premises/Building															
0030046401 Stamp Duty				3721000.00		Road/Street		MOUZA AMBAZARI													
0030063301 Registration Fee				30000.00		Area/Locality		NAGPUR													
						Town/City/District															
						PIN				4		4		0		0		1		0	
						Remarks (If Any)															
						SecondPartyName=THE JEEVAN VIHAR CO OPERATIVE HOUSING															
						APARTMENT SOCIETY LIMITED NAGPUR-															
						Amount In		Thirty Seven Lakh Fifty One Thousand Rupees Only													
Total				37.51,000.00		Words															
Payment Details STATE BANK OF INDIA						FOR USE IN RECEIVING BANK															
Cheque/DD Details						Bank CIN		Ref. No.		50040572018081497361		CPJ21Y1174									
Cheque/DD No.						Bank Date		RBI Date		13/08/2018-16:34:51		Not Verified with RBI									
Name of Bank						Bank Branch		STATE BANK OF INDIA													
Name of Branch						Scrub No. , Date		Not Verified with Scrub													

Department ID : File No. : 9422101303
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर घातन करीब दुसऱ्या निलंबक कार्यालयाला सोदणी करण्याच्या दस्तऐवजीत रजु आहे. सदरची न करण्याच्या दस्तऐवजीत घात घातन रजु नाही.

नगन-४
४९०२ / २०१८
१/८७



नमः - ४

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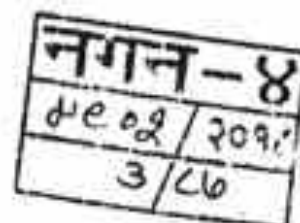


AGREEMENT FOR DEVELOPMENT
VALUED AT RS. 7,44,18,000.00 ONLY
READY RECKONER VALUATION RS. 7,42,15,000.00 ONLY

THIS AGREEMENT OF DEVELOPMENT is made and executed at NAGPUR on this
16th day of AUGUST, 2018 BETWEEN :

THE JEEVAN VIHAR CO-OPERATIVE HOUSING (APARTMENT) SOCIETY LIMITED, NAGPUR, (Income Tax PAN AABAJ5682K), a Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration No. NGP/H5G/774 Dated 04-01-1973, having its Registered Office at 26, Dongre Lay-out, Shraddhanandpeth, South Ambazari Road, Nagpur - 440010 by the hands of its Hon'ble Secretary SHRI. DATTATRAYA S/o LAXMANRAO CHIVANE, Aged about 79 years, Occupation - Retired, (Income Tax PAN AAYPC0713G, Aadhar UID No. 741636753123), Resident of Flat No. G-5, Plot No. 26, Jeevan Vihar, Dongre Layout South Ambazari Road, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR, and Hon'ble President SHRI. RAMRATAN S/o GANGARAM NIMJE, Aged about 74 years, Occupation - Retired, (Income Tax PAN ACKPN4872F, Aadhar UID No. 475738697925) Resident of Flat No. G-4, Plot Nos. 27, 28, Jeevan Vihar, Dongre Layout, South Ambazari Road, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR, (Both authorized vide Resolution dated 04-07-2018), hereinafter referred to as "THE SOCIETY", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its liquidators, administrators, successors and assigns) of the FIRST PARTY.

AND



MAHENDRA INFRA HEIGHTS PRIVATE LIMITED (formerly known as Taywade Industries Pvt Ltd), a Company duly Incorporated under the Companies Act, 1956 bearing Incorporation No. U74900MH2012PTC226547 Dated 31-01-2012 (Income Tax PAN AAECT1628A) having it's Office at 4, "MALHAR", Lake View, Ambazari Drive, Near Subhash Nagar Square, Hingna Road, Nagpur-440036 and acting through its Managing Director SHRI. MAHENDRA S/o LATE SHRI SHYAMRAO TAYWADE, Aged 50 Years, Occupation - Business, (Aadhar UID No. 972278927454), Resident of 4, "MALHAR", Lake View, Ambazari Drive, Near Subhash Nagar Square, Nagpur-440036, Tahsil and District - NAGPUR, hereinafter called the "THE DEVELOPER", which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY, as well as, its liquidators, administrators and assigns of the **SECOND PART**.

AND

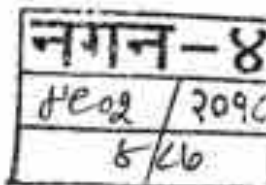
(1) SHRI. MADHUKAR S/o VITTHALRAO PHAYE, Aged about 81 years, Occupation - Retired, (Income Tax PAN ABWPP3580H, Aadhar UID No. 225626671283) Resident of Flat No. G-1, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shradhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

(2) SHRI. PRABHAKAR S/o NARAYANRAO PUSADKAR, Aged about 85 years, Occupation - Retired, (Income Tax PAN ACZPP7257M, Aadhar UID No. 253012747712), Resident of Flat No. G-3, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout Shradhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

(3) SHRI. RAMRATAN S/o GANGARAM NIMJE, Aged about 74 years, Occupation - Retired, (Income Tax PAN ACKPN4872F, Aadhar UID No. 475738697925), Resident of Flat No. G-4, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shradhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

(4) SHRI. RAGHUNATH S/o WASUDEO DHANAGARE, Aged about 84 years, Occupation - Retired, (Income Tax PAN ABFPD7395F, Aadhar UID No. 333803219285), Resident of Flat No. G-5, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout Shradhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

(5) SMT. MEENAKSHI Wd/o LATE SHRI. KUMAR DESHPANDE, Aged about 73 years, Occupation - Housewife, (Income Tax PAN AJOPD5825F, Aadhar UID No. 218728094171), Resident of Flat No. G-6, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shradhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,



[6] SMT. HEMLATA Wd/o LATE SHRI. DATTATRAYA PANDIT, Aged about 72 years, Occupation - Retired, (Income Tax PAN AVQPP6544H Aadhar UID No. 550366591993), Resident of Flat No. G-7, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

[7] Mrs PUSHPA W/o HEMANT DESAI, Aged about 79 years, Occupation - Retired, (Income Tax PAN ACVPO1627K, Aadhar UID No. 401120544810), Resident of Flat No. G-8, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

[8] SHRI. SUMERKUMAR S/o MAIKULAL JAISWAL, Aged 60 Years, Occupation - BUSSINESS, (Income Tax PAN ABVPJ9142Q, Aadhar UID No. 583112514118), Resident of Plot No 961, Chandan Niwas, New Shukrawari, Mahal, Nagpur - 440032, Tahsil and District - NAGPUR,

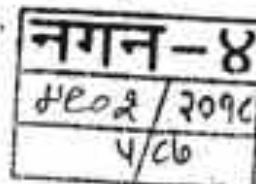
[9] SHRI. RAMBHAU S/o ABAJI NAOGHARE, Aged about 62 years, Occupation - Retired, (Income Tax PAN AAJPN5169L, Aadhar UID No. 459688329735), Resident of Flat No. F-2, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

[10] SHRI. AJAY S/o DINKAR JOSHI, Aged about 49 years, Occupation - Business, (Income Tax PAN AXTPJ6392E, Aadhar UID No. 230990534527), Resident of Flat No. F-3, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

[11] MRS. VAISHALI W/o MAHENDRA TAYWADE, Aged 47 Years, Occupation - Business, (Income Tax PAN AAUPT0846P, Aadhar UID No. 457117009899), Resident of 4, "Malhar", Lake View, Ambazari Drive, Near Subhash Nagar Square, Nagpur-440036, Tahsil and District - NAGPUR,

[12] SHRI. MADHUSUDAN S/o PANDHARINATH BAKRE, Aged about 79 years, Occupation - Retired, (Income Tax PAN ABOP83809R, Aadhar UID No. 505742735476), Resident of Flat No. F-5, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

[13] SMT. VASANTHA LAKSHMI Wd/o LATE SHRI SHESH GOPALAN, Aged about 78 years, Occupation - Retired, (Income Tax PAN AKMPG6226G, Aadhar UID No. 235304237946), Resident of Flat No. F-6, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,



[14] SMT. SARASWATHI Wd/o LATE SHRI. K. SRINIVASAN, Aged about 76 years. Occupation - Housewife, (Income Tax PAN BXPSS522E, Aadhar UID No. 662566200724) Resident of Flat No. F-7, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

[15] SHRI. PRASHANT S/o LATE SHRI. SURESH POTDAR, Aged about 47 years, Occupation - Service, (Income Tax PAN AGBPP809SP, Aadhar UID No. 462867862991), Resident of Flat No. F-8, Plot Nos. 27-28, Jeevan Vihar, Dongre Layout, Shraddhanandpeth, Nagpur - 440 010, Tahsil and District - NAGPUR,

hereinafter all jointly called the "EXISTING MEMBERS", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said EXISTING MEMBERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

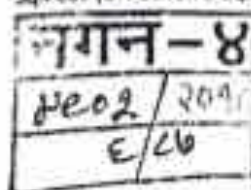
WHEREAS the Existing Members hereinabovenamed are the Share Holder Members of THE JEEVAN VIHAR CO-OPERATIVE HOUSING (APARTMENT) SOCIETY LIMITED, NAGPUR, a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration No. NGP/HSG/774 Dated 04-01-1973, having its Registered Office at Nagpur; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 110/2, 110/37 & 110/38, P.S.K. 9 (Old No. 7) of Mouza - AMBAZARI, having Malik Makbuja rights, bearing City Survey No. 2270 and Sheet No. 85 of Mouza - Ambazari, situate at Dongre Layout, Shraddhanandpeth, Nagpur, in Tahsil and District - NAGPUR, Originally belonged to Shri Govindrao Ramchandraro Dongre, being his separate property; AND

WHEREAS the said Shri Govindrao Ramchandraro Dongre diverted the aforesaid entire land comprising Kh. No. 110/2, 110/37 & 110/38 into a Non-Agricultural (Residential) Use under the provisions of then applicable Central Provinces Land Revenue Act, 1917; AND

WHEREAS the said Shri Govindrao Ramchandraro Dongre prepared a Layout of the aforesaid lands by carving out various Plots of different sizes therein and the said layout is also duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide its Order Dated 14-01-1955; AND

WHEREAS the aforesaid Shri Govindrao Ramchandraro Dongre in his turn transferred/sold Plot No. 26 (TWENTY SIX) out of Khasra No. 110/2 admeasuring 11235.00 Sq Feet (OR 1043.73 Sq. Mtrs.) as well as Plot No. 27 (TWENTY SEVEN) out of Khasra No.



110/37 admeasuring 10700.00 Sq. Ft. (OR 994.03 Sq. Mtrs.) AND Plot No. 28 (TWENTY EIGHT) out of Khasra No. 110/38 admeasuring 5343.50 Sq. Ft. (OR 496.23 Sq. Mtrs.), to Shri Purnachandrarao Buty by a Sale Deed Dated 24-04-1942, which is duly registered at the Office of the Sub-Registrar, Nagpur at Serial No. 111 on even date; AND

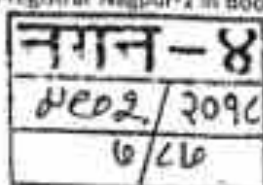
WHEREAS the said Shri Purnachandrarao Buty left for heavenly abode on 30-03-1954, leaving behind him his Widow Smt. Indirabai Buty and three sons namely (i) Shri Vishwanath Buty, (ii) Shri Ramchandra Buty and (iii) Shri Mukund Buty, as the only legal heirs of the deceased, who inherited the aforesaid property comprising Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) & 28 (Twenty Eight), all situate at Dongre Layout, Shradhanandpeth, Nagpur, in Tahsil and District - NAGPUR by way of intestate succession. The aforesaid entitlement of the legal heirs was in their capacity as Karta of their respective Hindu Undivided Families; AND

WHEREAS the said legal heirs effected a oral partition of their various properties, as a result of which the aforesaid Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) and 28 (Twenty Eight) were allotted to the exclusive share of Shri Mukund S/o Purnachandrarao Buty in his capacity as Karta of Hindu Undivided Family absolutely forever with heritable and transferable rights therein; AND

WHEREAS the Employees of Life Insurance Corporation of India, who were desirous to form a Co-operative Housing Society to provide housing accommodation to Members constituted the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited, Nagpur and got the same duly registered under the law; AND

WHEREAS the aforesaid Shri Mukund S/o Purnachandrarao Buty being Karta of his H.U.F. transferred/sold Plot No. 26 (Twenty Six) by way of Sale to the Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Society named hereinabove by a Sale Deed Dated 15-02-1973, which is duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 653 on 22-02-1973 and the said Sale Deed is duly signed by Shri Vishwanath Purnachandrarao Buty, Karta of his H.U.F., Shri Ramchandra Purnachandrarao Buty, Karta of his H.U.F. and Smt. Indirabai Wd/o Late Shri Purnachandrarao Buty, in the capacity of consenting parties; AND

WHEREAS in the like manner the aforesaid Shri Mukund S/o Purnachandrarao Buty being Karta of H.U.F. in his turn transferred/sold Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) by way of sale to Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Owner Society abovenamed by a Sale Deed Dated 25-06-1973, which is also duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 2833 on



27-06-1973. The said Sale Deed is also duly signed by Shri Vishwanath Purnachandrarao Buty, Karta of his H.U.F., Shri Ramchandra Purnachandrarao Buty, Karta of his H.U.F. and Smt. Indirabai Wd/o Late Shri Purnachandrarao Buty, in the capacity of consenting party. As a result therefore the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records; AND

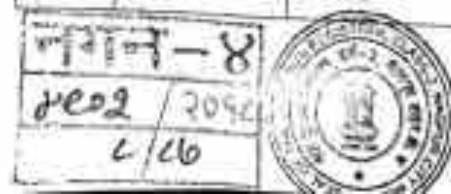
WHEREAS the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur decided to develop the said Plots into a RESIDENTIAL ESTATE by constructing Double storeyed Buildings thereon consisting of various self contained separate Apartments/Flats therein; AND

WHEREAS accordingly the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has prepared a Plan of a Double storeyed Buildings then proposed to be constructed on the said Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) consisting of 16 (SIXTEEN) self contained separate Apartments therein and the same is also duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide its Building Permit No. CS/4455/10096 Dated 29-11-1974; AND

WHEREAS for construction of the aforesaid Buildings on the said Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) for its Members, the Society had availed a loan from Life Insurance Corporation of India and mortgaged the said property to it by a Deed of Mortgage Dated 18-12-1974, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur, in Book No. 1, at Sr. No. 5080 on even date. During the course of time the Members through said Society repaid the entire amount of Loan togetherwith the interest accrued thereon and got the aforesaid property freed and discharged from the said Mortgage. A Deed of Reconveyance to that effect was executed by the Life Insurance Corporation of India in favour of the Society on 11-06-2002, which is duly Registered at the Office of the Sub-Registrar, Nagpur-1, in Additional Book No.1, at Serial No. 1798 on 12-06-2002; AND

WHEREAS the Society after completion of the construction delivered possession of allotted Apartments to its Members. Subsequently the Society executed various Sale Deeds in favour of its Members in the following manner:

Sr. No.	Flat No.	Floor	Name of Member
01	G-1	Ground	Shri. Madhukar Vitthalrao Phaye
02	G-2	Ground	Shri. Subhash Abhyankar

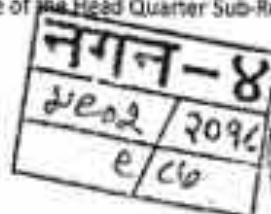


03	G-3	Ground	Shri. Prabhakar Narayanrao Pusadkar
04	G-4	Ground	Shri. Ramratan Gangaram Nimje
05	G-5	Ground	Shri. Raghunath Wasudeo Dhanagare
06	G-6	Ground	Shri. Kumar Nilkanth Deshpande
07	G-7	Ground	Shri. Dattatraya Shankarrao Pandit
08	G-8	Ground	Mrs. Pushpa Hemant Desai
09	F-1	First	Shri. Govind Hemandas Bhambhani
10	F-2	First	Shri. Hardas Sugnomal Keswani
11	F-3	First	Mrs. Kunda Dinkar Joshi
12	F-4	First	Ka. Amruth Ramaswami Naidu
13	F-5	First	Shri. Madhusudan Pandharinath Bakre
14	F-6	First	Shri. Shesh Gopalan
15	F-7	First	Shri K. Srinivasan
16	F-8	First	Shri. Suresh Narsinha Potdar

That, the aforesaid Owner Society transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-1 on the Ground Floor by way of sale to Shri Madhukar S/o Vitthalrao Phaye, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1st Sr. No. 1821 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-2 on the Ground Floor by way of sale to Smt. Sujata Wd/o Late Shri Subhash Abhyankar, by a Sale Deed Dated 04-07-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1st Sr. No. 2203 on even date. The said Smt. Sujata Wd/o Late Shri Subhash Abhyankar in her turn transferred/sold the said Apartment No. G-2 on the Ground Floor by way of sale to Shri Harvinder S/o Maniram Nayyar by a Sale Deed Dated 31-05-2007, which is duly registered at the Office of the Sub-Registrar, Nagpur No. 1 in Book No. 1 at Sr. No. 3291 on even date. Shri Harvinder Maniram Nayyar shall be entitled to receive the new Apartment at par with the other Apartment Owners in the said Scheme in accordance with the resolutions adopted by the Society only.

That, the aforesaid Owner Society transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-3 on the Ground Floor by way of sale to Shri Prabhakar S/o Narayanrao Pusadkar, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2057 on even date.



That, the aforesaid Owner Society transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-4 on the Ground Floor by way of sale to Shri Ramratan Gangaram Nimje, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1818 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-5 on the Ground Floor by way of sale to Shri Raghunath S/o Wasudeo Dhanagare, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1819 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 6.53 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-6 on the Ground Floor by way of sale to Shri Kumar S/o Nilkanth Deshpande, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1824 on even date.

That, the aforesaid Shri Kumar Nilkanth Deshpande left for heavenly abode on 08.03.2013 and consequent upon his death/demise, his aforesaid property devolved upon his Widow Smt. Minakshi Kumar Deshpande, 2 Daughters namely (i) Mrs. Vaishali Ratnakar Mate and (ii) Mrs. Prachi Prassana Udgankar jointly by way of intestate succession, being the only legal heirs of the deceased.

That, the aforesaid Mrs. Vaishali Ratnakar Mate and Mrs. Prachi Prassana Udgankar Relinquishment all their respective rights, title and interest in respect of the aforesaid property in favour of their mother namely Smt. Minakshi Kumar Deshpande by executing a Release/Relinquishment Deed on 28-10-2013 and the same is duly registered at the Office of the Sub Registrar Nagpur-4 in Book No. 1 at Sr. No. 6558 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-7 on the Ground Floor by way of sale to Shri Dattatraya S/o Shankarrao Pandit, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1823 on even date.

That, the said Shri Dattatray S/o Shankarrao Pandit left for heavenly abode on 27.07.2011 and consequent upon his death/demise, his aforesaid property devolved upon his Widow Smt. Hemanta Pandit and only daughter namely Mrs. Meghana



Shrikant Gondhalekar by way of Intestate succession, being the only legal heir of the deceased.

That, the aforesaid Mrs. Meghana Shrikant Gondhalekar later on Relinquished/Released her right and share in the aforesaid property in favour of her mother Smt. Hemalata Dattatray pandit by executing a Deed of Release/Relinquishment on 7.11.2013 and the same is duly registered at the office of the Sub Registrar Nagpur-4 in Book No. 1 at Sr. No 6759 on even date.

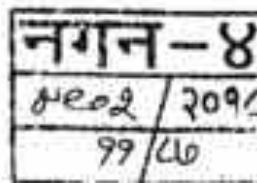
That, the aforesaid Owner Society transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-8 on the Ground Floor by way of sale to Mrs. Pushpa W/o Hemant Desai, by a Sale Deed Dated 04-07-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2204 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-1 on the First Floor by way of sale to Shri Govind Hemandas Bhambhani, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1822 on even date.

That, the aforesaid Shri Govind Hemandas Bhambhani transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Together with Apartment No. F-1 on the First Floor by way of sale to Shri. Sumer kumar Maikufal Jaiswal, by a Deed of Transfer Dated 04.02.2017, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 549 on even date.

That, by a Letter of Allotment, the aforesaid Owner Society allotted the property comprising the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-2 on the First Floor to one of its Share Holder Member Shri Hardas Sugnomal Keswani. Subsequently the Said Shri Hardas Sugnomal Keswani and the aforesaid Society further allotted the said property to Mrs. Renu W/o Gurmukh Khushalani.

That, the aforesaid Mrs. Renu Gurmukh Khushalani dropped the idea of purchasing the said property and she further requested the aforesaid Society to transfer the said property to Shri Rambhau S/o Abaji Naoghare being her nominee. Considering her request and the aforesaid Shri Rambhau Abaji Naoghare being her nominee, the aforesaid Society alongwith Mrs. Renu Gurmukh Khushalani jointly transferred/sold the said property by way of sale to Shri Rambhau Abaji Naoghare, by a Deed of Sale and Transfer Dated 19-06-2002.



which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1948 on even date.

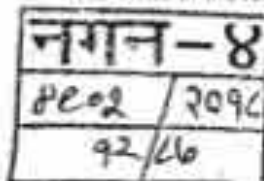
That, the aforesaid Owner Society transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-3 on the First Floor by way of sale to Mrs. Kunda W/o Dinkar Joshi, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2054 on even date. Mrs. Kunda W/o Dinkar Joshi left for heavenly abode on 13-06-2018 and consequent upon her demise her aforesaid property devolved upon her Husband Shri. Dinkar Madhavrao Joshi and only son Shri. Ajay Dinkar Joshi. The aforesaid Shri. Dinkar Madhavrao Joshi executed a Deed of Relinquishment on 30-06-2018 in favour of Shri. Ajay Dinkar Joshi, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 3819 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-4 on the First Floor by way of sale to Smt. Amruth alias Anuraddha W/o Narayanswamy Naidu, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2055 on even date.

That, during her life time the aforesaid Smt. Amruth alias Anuraddha Narayanswamy Naidu executed her LAST WILL AND TESTAMENT on 23-08-2014 and thereby she gave and bequeathed her aforesaid property to her daughter namely Mrs. Avanti Prabhakar W/o Prabhakar Gandhi Doss absolutely forever with heritable and transferable rights therein.

That, the aforesaid Smt. Amruth alias Anuraddha Narayanswamy left for heavenly abode on 27.05.2016 and consequent upon her death/demise, her aforesaid daughter namely Mrs. Avanti Prabhakar W/o Prabhakar Gandhi Doss has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will dated 23.08.2014.

That, the aforesaid Mrs. Avanti Prabhakar W/o Prabhakar Gandhi Doss later on transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-5 on the First Floor by way of sale to Mrs. Vaishali Mahendra Taywade, by a Deed of Transfer Dated 30.01.2017, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 440 on even date.



That, the aforesaid Owner Society transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-5 on the First Floor by way of sale to Shri Madhusudhan S/o Pandharinath Bakre, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1820 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 6.53 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-6 on the First Floor by way of sale to Shri Shesh Gopalan S/o Late L.S. Gopalan, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2056 on even date.

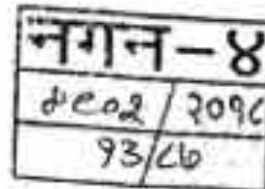
That, during his life time the aforesaid Shri Shesh Gopalan S/o Late L.S. Gopalan has executed his LAST WILL AND TESTAMENT on 20.10.2011 and thereby he gave and bequeathed his aforesaid property to his Wife Smt. Vasantha Lakshmi W/o late Shri Shesh Gopalan absolutely forever with heritable and transferable rights therein.

That, the aforesaid Shri Shesh Gopalan S/o Late L.S. Gopalan left for heavenly abode on 25.11.2014 and consequent upon his death/demise, his aforesaid Widow Smt. Vasantha Lakshmi W/o late Shri Shesh Gopalan has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will dated 20.10.2011.

That, the aforesaid Owner Society transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-7 on the First Floor by way of sale to Smt. Saraswati W/o K. Srinivasan, by a Sale Deed Dated 04.07.2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2205 on even date.

That, a Deed of Correction to the aforesaid Sale Deed Dated 04-07-2002 was executed on 06-07-2002 and the same is duly registered at the Office of the Head Quarter Sub-Registrar dated 06.07.2002 wide Sr. No. 2245 on even date.

That, the aforesaid Owner Society transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-8 on the First Floor by way of sale to Shri Suresh S/o Narsinha Potdar, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2053 on even date.



That, the said Shri Suresh S/o Narsinha Potdar left for heavenly abode on 10.09.2004 (his Wife namely Smt. Sunita Suresh Potdar having predeceased him on 24-10-1991) and consequent upon their deaths/demises, the aforesaid property devolved upon his only son namely Shri Prashant Suresh Potdar and only Daughter namely Mrs. Deepali Shreepad Modak jointly by way of intestate succession, being the only legal heirs of the deceased.

That, the aforesaid Mrs. Deepali Shreepad Modak Relinquished all her rights, title, share and interest in respect of the aforesaid property in favour of her brother Shri Prashant Suresh Potdar by executing a Deed of Relinquishment dated 03-06-2005 and the same is duly registered at the Office of the Sub Registrar Nagpur-1 in Book No. 1 at Sr. No. 4011 on even date.

WHEREAS the nature of the said Society being "Tenant Co-Partnership", disposition of the undivided share was not permitted. Thus in terms of the Order passed by the Registrar, Co-operative Societies, Nagpur vide its Order No. Dy. Registrar City-1/Housing Order/3434/13 Dated 04-09-2013 it was declared that the entire property shall continue to belong to the said The Jeevan Vihar Co-operative Housing (Apartment) Society Limited and the existing Members will continue to hold and possess the said Allotted Apartments exclusively being the share holder members. Accordingly, the records of City Survey was duly corrected and the name of The Jeevan Vihar Co-operative Housing (Apartment) Society was restored and recorded therein; AND

WHEREAS the aforesaid building is too old and required major repairs thereon and consequentially therefore the Members of the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society Limited, Nagpur have now jointly decided to demolish the existing Double Storeyed Buildings standing on the said Plots of land and REDEVELOP the said Plots of land into a RESIDENTIAL ESTATE by constructing New Multistoreyed Building thereon, consisting of various self contained separate Apartments therein. And accordingly, they jointly submitted a Requisition for Redevelopment of the said Society's Buildings and the same was unanimously passed in the Special General Body Meeting of the Society held on 16-09-2012; AND

WHEREAS the Society has vide another Resolution adopted on the same Special General Meeting held on 16-09-2012 unanimously approved the proposal of Redevelopment of the said property by demolition of the existing Buildings; AND

WHEREAS the Individual Members of the said Society (i.e. present Apartment/Flat Owners) have given their Consent letters to the said Society whereby they have approved



an appointment of suitable Developer for demolishing and Redevelopment of the Society's existing Buildings; AND

WHEREAS M/s. Valuable Project Consultants Private Limited, having office at Plot No. 83, Abhyankar Nagar, Nagpur acting through its Director Shri. Shrinivas Shridharrao Warnekar, is appointed as Project Management Consultant (PMC) for the said Redevelopment Work/Scheme by the Society and the Members have also accord their consent for the same; AND

WHEREAS the Society has decided to select a suitable Developer through a Competitive bidding process and pursuant of such selection have decided to assign the Development rights for the project of residential development on the said Plot Nos. 27 (TWENTY-SEVEN) and 28 (TWENTY EIGHT) (hereinafter referred to as "THE SAID HOUSING PROJECT") to a suitable Developer; AND

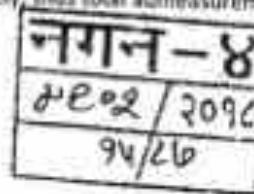
WHEREAS the Society had in its Special General Meeting held on 07-06-2013 unanimously resolved to accept the Bid of Taywade Industries Private Limited (which is subsequently renamed as Mahendra Infra Heights Private Limited), the Developer hereinabovenamed and further resolved to grant development rights in respect of the said property to the Developer hereinabovenamed as specified in the Tender document and relevant modifications thereof and the same is attached herewith as "ANNEXURE-C"; AND

WHEREAS under the aforesaid circumstances the parties hereto are desirous of entering into this Development Agreement on the terms and conditions hereinafter appearing and after due discussion with the Members and detailed negotiations with the Developer and also as per the Resolution passed on 07-06-2013 and subsequent Resolution passed on 04.07.2018, the Society and Members have now decided to entrust the entire work of Redevelopment of the said property to the Developer upon the following terms and conditions.

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

(1) The Society has represented to the Developer that :

(i) The Society is absolutely seized and possessed, of or otherwise well and sufficiently, entitled to ALL THOSE Pieces and Parcel of land bearing Plot Nos. 27 (TWENTY SEVEN) and 28 (TWENTY EIGHT), containing by admeasurement 10700.00 Sq. Ft. and 5341.00 Sq. Ft. respectively, thus total admeasurement 16,041 Sq. Ft. (OR



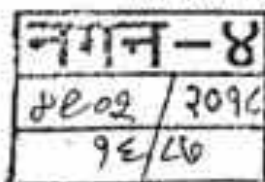
1490.25 Sq. Mtrs.), being a portion of the entire land bearing Kh. Nos. 110/37 and 110/38 respectively of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9 (Old No. 7), bearing City Survey No. 2270 and Sheet No. 85, situate at Dongre Layout, Shradhdhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and delineated in RED colour boundary line on the Plan annexed hereto as ANNEXURE "A" and more particularly described in SCHEDULE hereunder written; (hereinafter referred to as **"THE SAID PROPERTY"**),

(ii) There is 1 (ONE) Building standing on the said Plot of land and consisting of total 16 (SIXTEEN) Apartments/Flats, which are occupied by 16 Members (i.e. the Existing Members above named) (hereinafter referred to as **"THE EXISTING BUILDING"**). The area of each Flat occupied by each member is more particularly shown in the Schedule annexed hereto as ANNEXURE "B".

(iii) THAT, it is agreed and declared that the Tender Document, Specifications annexed hereto as ANNEXURE "C" and "D" shall constitute as an operative part of this agreement as if the same were specifically set out herein and incorporated verbatim.

(2) THAT the said Society hereby grants to the Developer the development rights relating to ALL THOSE Pieces and Parcel of land bearing Plot Nos. 27 (TWENTY SEVEN) and 28 (TWENTY EIGHT), containing by admeasurement 10700.00 Sq. Ft. and 5341.00 Sq. Ft. respectively, thus total admeasurement 16,041 Sq. Ft. (OR 1490.25 Sq. Mtrs.), being a portion of the entire land bearing Kh. Nos. 110/37 and 110/38 respectively of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9 (Old No. 7), TOGETHERWITH the existing various Double Storeyed Residential Building standing thereon, consisting of 16 (SIXTEEN) self contained separate Apartments therein, bearing City Survey No. 2270 and Sheet No. 85, situate at Dongre Layout, Shradhdhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and delineated on the plan annexed hereto as ANNEXURE "A" by RED coloured boundary line (hereinafter referred to as **"THE SAID PROPERTY"**) and more particularly described in SCHEDULE hereunder written.

(3) THAT, during the course of construction, the Project Management Consultant shall have exclusive right and entitlement to visit and inspect the structure as well as the material used in the construction activity. Any advisory or instruction issued by Project Management Consultant in respect of improvement of quality of material used and/or rectification of any design should be immediately responded by the Developer and such

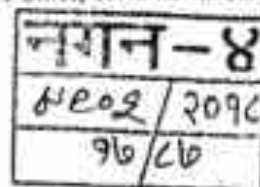


Improvement or rectification should be to the Satisfaction of the Project Management Consultant. The Managing Committee Members shall also have right for periodical review and inspection of the Project site.

(4) THAT in consideration of the Society granting Development Rights in respect of the said property to the Developer herein, the Developer shall allot and give "free of cost" 1 (One) Apartment/Flat to 16 (Sixteen) present Members. The New Multistoreyed Building proposed to be constructed on the said Plot of land shall be constructed in accordance with the Specifications appended hereto and the Developer agrees to give, grant and convey the same to the Owners through Society in duly finished and completed condition in all respect within 24 (TWENTY FOUR) Months from the date of commencement of the Project, which will start subject to receipt of sanction Building Plan and receiving vacant possession of existing Apartment Building from the existing members. The Society and the Members executing this Agreement shall be responsible to handover the entire premises with absolute clear title and vacant possession with all dues of taxes paid to the government departments, Nagpur Municipal Corporation, Nagpur Improvement Trust or other if any with the heirship clearance from every member till the date of delivery of vacant possession. The Developer and Society shall jointly pursue the issue of non-cooperation by Shri Harvinder Maniram Nayyar and due to any reason or legal dispute, if the aforesaid time schedule could not be adhere to, then the time period will be extended mutually. However in case the aforesaid Members have shifted to tenanted premises, then the amount of Rent payable by the Developer will not be withheld during the period of such litigation.

The area of such Flat/Premises to be provided to the members of the said Society shall be 1335 Sq. Ft. (OR 124.02 Sq. Mtrs.) (Super Built-up area) comprising of a Drawing Hall, a Kitchen, Three Bedrooms, Three Toilets, Two Balconies and One exclusive Terrace, as per the drawing attached herewith as Annexure "E" alongwith 1 (ONE) covered Car Parking space in Stilt parking area and 2 (TWO) Two Wheeler Parking space of 5.40 Sq. Mtrs. each as per the NMC norms free of cost, allotted at the time of execution of this Agreement (hereinafter the new Flat to be allotted to the members is referred to as "THE SAID NEW APARTMENT(S)/FLAT/S") in accordance with the plan annexed hereto as ANNEXURE "E" and Allotment made thereof to the Existing Members in accordance with the plan annexed hereto as ANNEXURE "G". However in no circumstances the area of the aforesaid Apartment shall be varied by 10 Sq. Ft.

(5) That the Developer has further specifically agreed to construct at its own costs and expenses internal Concrete Roads, Paving Blocks, Landscaping, Compound Wall on all sides, Gate and Gate Office, Society's Office, Servants Toilets and to give, grant and



convey the same to the Society in duly finished and completed condition within 24 (TWENTY FOUR) Months from the date of commencement of the Project, which will start subject to receipt of sanction Building Plan and receiving vacant possession of existing Apartment Building from the existing members.

(6) THAT, it is specifically understood and agreed by the Developer that if the area of the Flat hereby agreed to be allotted to each Member of the Society is varied than 1335 Sq. Ft. (allowable to the extent of 10 Sq. Ft. only) then in such event the payment @ Rs. 6,000/- (Rupees Six Thousand Only) per square feet on Super Built-up area of such varied area shall be payable/receivable and the said payment shall be made/receive simultaneously at the time the Developer's hand over the possession of the new flat to the member.

(7) THAT, the surplus Car Parking Slots, after allotment to the existing Members in terms of this Agreement, in still Parking area and the Open Car Parking Space shall vest with the Developer alongwith exclusive right of allotment in respect thereof on chargeable basis.

PROVIDED FURTHER THAT the Plans to be submitted for sanctioning shall clearly indicate the parking areas both open and under still of the society's existing 16 (SIXTEEN) Members. A tentative plan showing the Parking area earmarked for the new members and the existing members in the Society's buildings is annexed hereto as ANNEXURE "F".

(8) THAT for the due performance of this Agreement, the Developer hereby specifically undertake to give a Bank Guarantee of Rs. 1,35,00,000/- (Rupees One Crore Thirty Five Lakh) Only (i.e. 20 Percent of the Cost of Construction) to the Society at the time of commencement of project. The said amount of Bank Guarantee will be released by the Society subject to compliance of the terms stipulated in Clause No. 45 hereinbelow.

(9) THAT besides the aforesaid Apartment/Flat agreed to be allotted to each Member, the Developer shall also further agreed to pay to each of the existing member (i.e. 16 Members) the amount in the following manner :

In case the Building Plan for Ground Floor + Ninth Floor is sanctioned by the planning Authority, then the existing 11 Apartment Owners of 1335 Sq. Ft. shall get Rs. 14,60,000/- towards Monitory Consideration; 1 Apartment Owner namely Shri. Raghunath Wasudeo Dhanagare of 1335 Sq. Ft. shall get Rs. 17,60,000/- towards Monitory Consideration and existing 4 Apartment Owners of 1335 Sq. Ft. shall get Rs. 4,60,000/-



towards Monitory Consideration. Alternatively in case the Building Plan for Ground Floor + Eight Floor is sanctioned by the planning Authority, then the existing 11 Apartment Owners of 1335 Sq. Ft. shall get Rs. 4,00,000/- towards Monitory Consideration; 1 Apartment Owner namely Shri. Raghunath Wasudeo Dhanagare of 1335 Sq. Ft. shall get Rs. 7,00,000/- towards Monitory Consideration and existing 4 Apartment Owners of 1335 Sq. Ft. shall Not Get Monitory Consideration

Sr. NO.	NAME OF THE MEMBER	PARTICULARS OF FLAT	MONITORY CONSIDERATION	MODE OF PAYMENT
(1)	SHRI.MADHUKAR VITTHALRAO PHAYE		RS. 14,60,000=00 OR RS. 4,00,000=00	40% at the time of vacant possession of Flat. 30% within 90 days from the date of sanctioned of Building Plan and Clear title and possession of entire property. 30% within 180 days from second instalment.
(2)	SHRI. HARVINDER MANIRAM NAYYAR		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(3)	SHRI. PRABHAKAR NARAYANRAO PUSADKAR		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(4)	SHRI. RAMRATAN GANGARAM NIMJE		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(5)	SHRI. RAGHUNATH WASUDEO DHANAGARE		RS. 17,60,000=00 OR RS. 7,00,000=00	-do-
(6)	SMT. MEENAKSHI KUMAR DESHPANDE		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(7)	SMT. HEMLATA DATTATRAYA PANDIT		RS. 4,60,000=00 OR NIL	-do-
(8)	Mrs. PUSHPA HEMANT DESAI		RS. 4,60,000=00 OR	-do-

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			NIL	
(9)	SHRI. SUMERKUMAR MAIKULAL JAISWAL		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(10)	SHRI. RAMBHAU ABAJI NAOGHARE		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(11)	SHRI. AJAY DINKAR JOSHI		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(12)	MRS. VAISHALI MAHENDRA TAYWADE		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(13)	SHRI. MADHUSUDAN PANDHARINATH BAKRE		RS. 14,60,000=00 OR RS. 4,00,000=00	40% at the time of vacant possession of Flat. 30% within 90 days from the date of sanctioned of Building Plan and Clear title and possession of entire property. 30% within 180 days from second instalment.
(14)	SMT. VASANTALAXMI SHESH GOPALAN		RS. 14,60,000=00 OR RS. 4,00,000=00	-do-
(15)	SMT. SARASWATHI K. SRINIVASAN		RS. 4,60,000=00 OR NIL	-do-
(16)	SHRI. PRASHANT SURESH POTDAR		RS. 4,60,000=00 OR NIL	-do-

The amount payable to the Members will be paid through the Society in 3 (THREE) installments.

MANNER OF PAYMENT: FOR G + 9 PROJECT

Rs. 5,50,000=00

(Rupees Five Lac Fifty Thousand) Only paid by the Developer to the
"The Jeevan Vihar Co-operative Housing (Apartment) Society Ltd,

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Nagpur" by Cheque No. 352061 Dated 29-11-2013 drawn on The Yavatmal Urban Co-operative Bank Limited, Deonagar Branch, Nagpur, at the time of execution of Memorandum of Understanding dated 29-11-2013, the receipt whereof is hereby acknowledged by the Society.

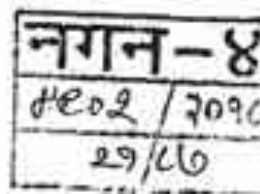
Rs. 73,14,000=00 (Rupees Seventy Three Lac Fourteen Thousand) Only agreed to be paid by the Developer to the "The Jeevan Vihar Co-operative Housing (Apartment) Society Ltd, Nagpur" 40% , at the time of receipt of clear vacant possession of the Flats, subject to deduction of TDS as per Income Tax Act.

Rs. 58,98,000=00 (Rupees Fifty Eight Lac Ninety Eight Thousand) Only agreed to be paid by the Developer to the "The Jeevan Vihar Co-operative Housing (Apartment) Society Ltd, Nagpur" 30%, within 90 (NINETY) Days from the date of receipt of clear vacant possession of entire Property and receipt of sanction Building Plan, subject to deduction of TDS as per Income Tax Act.

Rs. 58,98,000=00 (Rupees Fifty Eight Lac Ninety Eight Thousand) Only agreed to be paid by the Developer to the "The Jeevan Vihar Co-operative Housing (Apartment) Society Ltd, Nagpur" 30% as full and final amount within 180 (ONE HUNDRED EIGHTY) Days from the date of receipt of SECOND INSTALMENT, subject to deduction of TDS as per Income Tax Act.

Rs. 1,96,60,000=00 (TOTAL RUPEES ONE CRORE NINETY SIX LAC SIXTY THOUSAND ONLY)

*THAT if the Developer fails or neglects to pay the aforesaid instalments strictly within the time stipulated hereinabove, then in such event the Developer shall be liable to pay an interest @ 18% (EIGHTEEN PERCENT) Per Annum to each Member on the defaulted instalments from the date of default till the date of actual payment thereof. However such grace period with interest shall not exceed more than 30 (THIRTY) Days. It is specifically understood and agreed by Developer that the time so stipulated for payment of each instalment is of the ESSENCE OF CONTRACT and consequently, therefore, this Agreement shall IPSO FACTO and come to an end on the Developer failure to pay above instalments on the due dates/stages. Under such circumstances the amount paid till date shall stand forfeited and the incomplete structure shall be the exclusive property of the Society and the Developer and/or the prospective buyers shall have no claim in respect thereof.

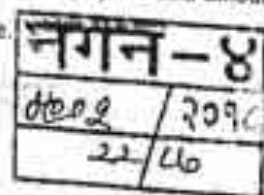


(10) THAT, for the purpose of construction and putting up the society's new buildings, the existing buildings has to be demolished. The members of the society have agreed to arrange for themselves temporary alternate accommodation, for a period of 24 (TWENTY FOUR) Months being the estimated period in which time the Developer shall handover to the members their respective flats in the new buildings proposed to be constructed on the said Piece of land. The Developer has further specifically agreed to pay compensation to the each members @ Rs. 14,000/- (Rupees Fourteen Thousand) Only per Month, for the entire period of their stay out of the premises, as compensation in lieu of Temporary Accommodation. It is hereby understood that The Developer shall issue Cheque in favour of the society towards monthly compensation as stated above upon the Developer's obtaining the Commencement Certificate and all the Members vacating their respective Apartments/Flats and handover possession of the same to the Society and Society will handover the same to Developer. If the said time for handing over possession in the new Building shall be extended mutually, then further post dated cheques will be issued on or before 5th day of every month in advance, till the time handing over the possession to all the members in the new building completed in all respect. It is hereby agreed that within 30 (Thirty) days of completion of the society's buildings and obtaining Occupation Certificate/Part Occupation thereof the existing members shall on being given written intimation by the Developer to take possession of the said new Apartment/Flat. However no corpus fund shall be paid in the event the member fails to take possession within the time specified in the written intimation. It is specifically agreed and understood by and between the parties hereto that if any aforesaid SIGNATORY member or the society approach the Court for any reason arises during the period construction against the Developer, then in such event corpus payment shall be stopped by the Developer from the date of Stay Order till the date of final solution. After resolving such problem, the Developer shall continue to pay the agreed corpus fund, however no any interest or arrears of corpus fund shall be payable for the period under litigation.

(11) THAT in addition to the aforesaid, the Developer shall pay ONE TIME a sum of Rs. 10,000/- (Rupees Ten Thousand) Only to each of the 16 (SIXTEEN) Members who have agreed to take new Apartment, towards Shifting Charges.

(12) THAT, during the period of Building construction the Developer shall provide a Temporary Office to the Society within the said premises.

(13) THAT it is further agreed that in the event of delay in payment/honoring of any payment/cheque within time specified herein from the Developer's side, then in such event, the Developer shall pay the said amount by Pay-order forthwith without assigning any reason or excuse.



(14) THAT it is agreed by and between the parties hereto that the Members are entitled to remove only the loose furniture's and fixtures of their Apartments/Flats before demolition of the existing buildings. The Developer will be entitled for the debris/windows/doors and all fixed furniture's of the old buildings and the Developer will immediately make arrangements to clear all debris exclusively from and out of its own costs and expenses.

(15) It is agreed that subject to force majeure war, flood, enemy action, injunction from any Court or any prevention in law, the Developer shall commence and complete the construction of the proposed Multistoreyed Buildings within 24 (TWENTY FOUR) Months from the date of commencement of the Project, which will start subject to receipt of sanction Building Plan and receiving vacant possession of existing Apartment Building from the existing members.

(16) THAT the society agrees and undertakes that it shall not create any third party rights in respect of the said property and shall not do any act whereby the title to the said property of the Society may become defective.

(17) THAT the Developer shall be on and from the date of execution of this Agreement entitled to proceed with the development of the said property and construction of the said new Multistoreyed building/s as stated herein above and shall be entitled to do all acts, deeds, matters and things as may be necessary for development including the following rights and authorities.

(a) To issue advertisement in the newspaper and other media as may be deemed fit by the Developer announcing the redevelopment of the said society's buildings on the said Plots of land and to Allot/Transfer of the apartments, flats, garages, parking spaces, tenements etc. (excluding the 16 Apartments/Flats and Parking Spaces provided to Members of the Society i.e. Existing Members abovenamed) on the ownership basis.

(b) The Developer will be entitled to display its sign board on the site of the said land indicating thereby that the Developer is entitled to carry out the development of the said property simultaneously with the execution hereof.

(c) To enter upon and commence development of the said property by laying drainage line, water line, internal roads, providing Electricity, Telephone lines etc., and by construction of the buildings/s on the said Plots of land strictly in accordance with the plan/s and specification approved by the concerned local authority and

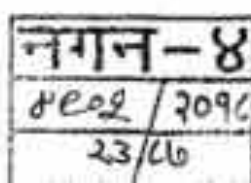


exhibit their Board on the property. The expenses required for procuring such Electricity connections and meters shall be borne and paid by the Developer for 16 (Sixteen) Apartment/Flat Owners;

(d) Be entitled to demolish the existing building containing of total 16 Apartments/Flats therein and belonging to the existing members of the Society, i.e. the Existing Members abovenamed and more particularly set out in Schedule "B" hereto. However such demolition shall be carried out by the Developer only on vacating the premises by the existing members.

(18) THAT the Society hereby agree and undertake to :

(a) to Sign all necessary Forms, Declarations, Papers, Documents etc., as may be required for obtaining various permissions/Clearances and shall co-operate fully with the Developer to obtain the permissions/Clearances from various Government and/or Semi Government Departments and Offices;

(b) to co-operate with and assist the Developer in obtaining necessary No Objection Certificates/Papers/Documents from the appropriate authorities required for the redevelopment of the said property and sign/cause to be signed all relevant documents/papers therefore;

(d) to execute/cause to be executed by all necessary parties the all necessary documents, Power of Attorney including agreement for Allotment/Transfer with apartment/flat purchasers in respect of remaining flats sold by the Developer to those other eligible persons than the members of the said society;

(e) to sign and cause to be signed and executed by all necessary parties the necessary Plans and applications and proposals to the concerned Municipal Corporation, Nagpur and/or other authority or authorities for construction of the building/s and/or revived applications for the purpose of development and/or to transfer the said property to the name of the said Society. Such applications and proposals shall be submitted with such particulars and information as may be desired by the Developer and required by the concerned authority.

(19) THAT the Society agrees and declares that all taxes, cesses, rates, outgoings in respect of the said property have been paid up to date till the time of handing over vacant possession of all Apartments/Flats of the respective members hereof and the same shall be paid by the Developer from the date of receiving vacant possession from

