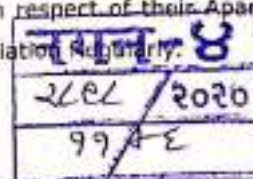


- THAT, if the Developer fails to clear the aforesaid Cheques on due date then in such event the Owner shall be entitled to claim and receive interest @ 12% p.a. on the amount of default Cheque from the date of default till the date of actual payment thereof from the Developer. If the default is more than 3 months then this agreement stands cancelled and earnest money shall be forfeited.

(B)

- THAT, it is agreed between the parties that beside of the aforesaid consideration, the Developer shall construct the 3 Apartments at its own cost and the Developer will hand over the physical possession of the 3 B.H.K. Front Side 1 Apartment (i.e. **Apartment No. 201** on Second Floor, having admeasuring approximately Built-up Area 1046.26 Sq. Fts. (Or Super Built-up Area of 1367 Sq. Fts.,) to the **Owner No. 1** and 2 B.H.K. on the Rear Side (i.e. **Apartment No. 202** on Second Floor, having admeasuring approximately Built-up Area 741.86 Sq. Fts. (Or Super Built-up Area of 1010 Sq. Fts.) to the **Owner No. 2** & the 3 B.H.K. on Front Side (i.e. **Apartment No. 301** on Third Floor, having admeasuring approximately Built-up Area 1046.26 Sq. Fts. (Or Super Built-up Area of 1367 Sq. Fts.,) to the **Owner No. 3** within 19 Months from the date of taking over actual physical possession of the aforesaid property. The Developer hereby agrees that at the time of possession of the said Apartments, it shall provide Occupancy Certificate of the Competent Authority to the Owners. The proposed Plan of Apartments to be retained by the Owners to be prepared by Developer and approved by the Owners.
- THAT, it is agreed between the Parties that all the expenses for the registration of Apartment Deed(s) and the Water Meters & Electric Meters charges, etc., of the Apartments retained by the Owners shall born and paid by the Developer exclusively.
- THAT, it has been specifically agreed and understood by the Owners that the Super Built-Up Area of the Apartments to be constructed by the Developer for the Owners shall include the Built-Up Area, Area of Open and Enclosed Balconies Area of Lobbies, and share of Staircase, Lift, Passages, Open Terraces and Share in Parking Area.
- THAT, the Owners hereby agree and confirm that they shall pay Monthly Maintenance charges in respect of their Apartments retained by them to the Apartment Association Regularly.



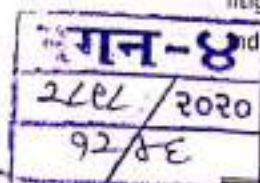
- THAT, the Owners hereby further agrees and confirms that the Developer shall have full liberty and right to sale the remaining 5 Apartments excluding the 3 Apartments bearing Nos. 201, 202 & 301 retained by the Owners in the Building proposed to be constructed on the said plot of land to the prospective buyers.

(C) THAT the Owners shall deliver the physical possession of the said property to the Developer after obtaining sanctioned plan of the building to be constructed.

(D) THAT the Developer shall pay rent of Rs.11,000/- each to Owner No.1 and Owner No.2 per month for 19 months from the date of handing over possession of the property to be developed. If the Developer fails to deliver the possession of the newly constructed Apartment to Owners within 19 months, then the developer shall be liable to pay double the rent to the Owner No. 1 and Owner No. 2 till the date of handing over the possession of newly constructed Apartments.

(E) THAT the Owners do hereby allow and permit the Developer to use and consume the Water and Electricity from the existing connections for carrying out building construction activities. However the Developer shall punctually pay the Departmental Bills for the actual units consumed by it.

(F) THAT the Owners hereby further declare that the said property is free from easements, licenses and/or every type of other encumbrances whatsoever and that the Owners are free, competent and legally entitled to transfer the said land to the Developer for construction purpose. THAT the Owners do hereby assure/confirm to the Developer that they have not created any mortgage, lien, attachment, appointment of receiver or order of injunction, any charge or interest over the said property and it is absolutely free from any kind of encumbrances whatsoever. The said property is also not the subject matter of any suit or other legal proceeding. That the Owners do hereby declare & confirm to the Developer that they have presently right and authority and hold a marketable, valid and good title to the said property hereby agreed to be sold for transfer of plot. That the Owners do hereby undertake to indemnify the Developer in the event of any lacuna or defect is found in the title of the said property or if the right and interest of the Developer is endangered in any manner in future. If any litigation arising relating to the said property in any time in future then in such event it shall be the sole liability and responsibility of the Owners to settle the said litigation either by due process of law or by amicable settlement and always indemnify the Developer against such litigation. The Owners assure to the



Developer that if any litigation shall not be settled by them, then the Owners shall solely liable and responsible for the financial transaction.

(G) If any litigation arise relating to the said property on part of Developer in any time in future then in such event it shall be the sole liability and responsibility of the Developer to settle the said litigation. The Developer assures to the Owners that if any litigation shall not be settled by Developer, then the Developer shall solely liable and responsible for the financial transaction.

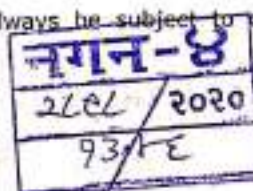
(H) THAT, it is agreed by the Developer that the expenses for obtaining No Objection Certificate from Friends Co-operative Housing Society Ltd., Nagpur shall be borne and paid by the Developer.

(3) THAT, the Owners assure the Developer that the property hereby agreed to be sold is his separate and self acquired property belonging to them alone having acquired the same by them by way of Will Deed and that none except them has acquired any manner of right title and/or interest of any kind whatsoever in respect of the same.

(4) THAT, the Owners have paid upto 31/3/2021 all dues with respect to Non-Agricultural Assessment, Cesses, Municipal Corporation Tax, Development Charges, Society's Dues and all other outgoings etc. levied on the property hereby agreed to be developed uptill the date of this Agreement and the Developer will pay the same hereinafter and in the event if it is discovered that there remains any arrears to be paid before the date of this Agreement, the Owners undertakes to pay the same and keep the Developer always indemnified against such payments.

(5) THAT, the Owners shall answer all reasonable requisitions on the title to be made by the Developer and shall establish good, valid and marketable title to the property hereby agreed to be developed/sold to the Prospective Apartment Purchasers. The Owners have today handed over to the Developer relevant documents of title in respect of the aforesaid property.

(6) THAT, the property hereby agreed to be developed and sold is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event if any mis-statement, error or omission shall be discovered the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.



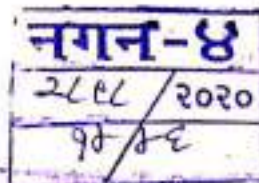
(7) THAT, it is clearly understood and agreed by the Owners that the Developer intends to develop the said property into a Residential Estate by constructing a multistoried building (G+4 Floors) thereon consisting of 8 self contained separate Apartments therein. The Owners do hereby agree to sign the proposed/revised Plans, execute indemnity bond(s), Swear an Affidavit and also to sign necessary form and application etc. required to be submitted to such plans. The Owners also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised plans provided the Developer pay/deposits necessary sums in the office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in the name of the Owners who in their turn agree to return back to the Developer such sums if any as may be refunded to them by such local authorities/Nagpur Improvement Trust/ Nagpur Municipal Corporation. The Developer shall bear and pay all costs, charges for preparation of plan including the Architects fee and other incidental expenses.

(8) THAT, the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer, its Architect, Engineer and/or Supervisor as per sanctioned Plan, after getting the plan sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(9) THAT, the Owners do hereby allow and permit the Developer to display its board at site at any time after execution of this Agreement.

(10) THAT, the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (i.e. 5 Apartments) together with the Undivided proportionate share and interest in the said plot of land to the intending buyers and it shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price therefor and to retain and appropriate the same in it's absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall they question the accountability thereof in any manner whatsoever.

(11) THAT, the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public Notice in the News papers or by any other manner as the Developer may deem fit in due consultation with the Owners and on receiving any such objection the Developer shall be entitled to call upon the Owners to give their replies, explanations with reference to the same duly supported by documentary proof as far as possible and in the event of there appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the



Owners agree with the Developer and/or the prospective buyers, to get the same freed and discharged from all such burdens.

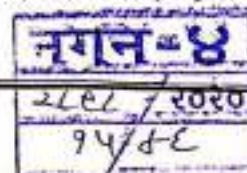
(12) THAT, the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building as per the specification attached herewith upon the said land hereby agreed to be developed/sold to the Prospective Apartment buyers and it shall have absolute right and full authority and power to develop the said land in accordance with the plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces (i.e. 5 Apartments) in the proposed building alongwith the undivided proportionate share and interest in the said land to the prospective buyers for such price as it may fix or agree upon in it's absolute discretion except the aforesaid Three Apartments retained by the Owners.

(13) THAT, the Developer or their Attorney shall execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said land in favour of the respective individual prospective buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefor, and they shall also get the same duly registered in accordance with the law in force.

(14) THAT, the draft Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be developed & sold after construction of Apartments shall be got prepared by the Developer at its own costs and the Owners agree to execute the same subject to such actual changes as the facts and events may warrant.

(15) THAT, the Developer shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and also Five (5) Deeds (Agreements / Sale Deeds) in favour of each such prospective individual buyer(s) as may be nominated by the Developer, provided however that the entire cost of Stamp Duty, Registration Fees etc. payable thereon is borne and paid by the Prospective Buyers for above mentioned sold units.

(16) THAT, the Owners are separately executing an Irrevocable General Power of Attorney empowering and authorizing any person nominated by the Developer to sign/execute various Agreement to sell, Sale Deeds, Deed of Declaration, various Apartment Deed and all other kinds of documents on their behalf and also to carry out and observe all the obligation on their part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed &



sold and this power will not be withdrawn or revoked by the Owners until the transaction envisaged herein is completed in all respects.

(17) THAT, the Owners agree to pay and discharge all Income Tax, Wealth Tax and Capital Gain Tax liabilities if any, arising out of this transaction to them.

(18) THAT, the Developer shall commence the actual construction after taking over vacant physical possession of the aforesaid property as per the Agreement of Development. It is also agreed that the Owners shall not be responsible on any taxability on account of payment of Goods & Service Tax, Works Contract Act 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. The Developer shall be free to recover the same from the prospective Purchasers.

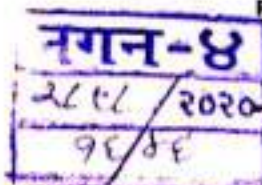
(19) THAT, the Developer shall construct the said building (G+4 Floors) scheme and utilize permissible F.S.I. out of its own funds for selling it to other (excluding 3 retained Apartments) and it is explicitly made clear that the Owners shall have no claim or share in the profit that will accrue to the Developer in execution of the said scheme and have no right to call for the accounts of the construction work and the sale proceeds of the Apartments.

(20) THAT, it is mutually agreed between the parties named hereinabove that if the F.S.I. in relation to the said Plot of land is increased at any future date by the Competent Authority, the Owners shall have full right and authority to use the same and for utilization of the said additional FSI a separate Agreement may be executed between the Owners and the same Developer.

(21) THAT, it is agreed by and between the Parties hereto that any dispute arising between the Parties hereto shall be referred to the an Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. It is further agreed that the cost of the arbitration shall be born equally by the parties hereto.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT piece and parcel of land bearing **Plot No. 65**, containing by admeasurement of about **360.00 Sq. Mtrs. (OR 3875.04 Sq. Fts.)**, out of sanctioned layout No. IV of Friends Co-operative Housing Society Ltd., Naggur, being a part and parcel of Khasra Nos. 130/1, 3, 4 & 5 of **MOUZA - PARSODI** bearing City Survey No. 948, Sheet No. 37, bearing Municipal



Corporation House No. 2277/65, situated at Friends Layout No. IV, Dindayal Nagar, Nagpur, within the limits of the Nagpur Municipal Ward No. 74 in Tahsil and District - NAGPUR and the said plot is bounded as under :-

ON THE EAST	:	BY PLOT NO. 48
ON THE WEST	:	BY 18.00 MTRS WIDE ROAD
ON THE NORTH	:	BY PLOT NO. 64
ON THE SOUTH	:	BY PLOT NO. 66

IN WITNESS WHEREOF the **OWNERS** and the **DEVELOPER** herein above named have fully examined and read over this **AGREEMENT OF DEVELOPMENT** before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at **NAGPUR** in presence of the attesting witnesses signing as such on the day first above written.

{Drafted By :- Adv. Ritesh C. Mahendra}

WITNESSES :



(1) 




(1) 
(SHASHIKANT K. CHIMOTE)
 For himself and as duly
 constituted attorney for
 Owner No. 3

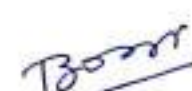


(2) 
(NISHIGANDH K. CHIMOTE)
OWNERS
 OR M/s. AARYA ASSOCIATES



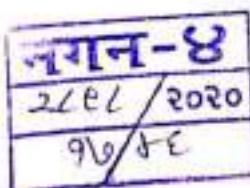
(2) 



(1) 
(PARESH DATTATRAY JOSHI)



(2) 
(NARENDRA S. GURVE)
 Partners
DEVELOPER



Sr. No.

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26/12/2020
9L/8E



THE SPECIFICATIONS OF CONSTRUCTION

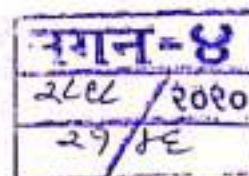
Sr. No.	Item	Particulars	Material & Brand	Budget
1	Structure	- RCC framed structure with external wall 150 mm thick burnt brick masonry wall - Height of each floor shall be 3.0 mt. minimum. - Internal wall of burnt brick masonry 115 mm thick. - External wall of burnt brick masonry 150 mm thick.	Cement – Ultratech for RCC & For Brick Work Birla. Sand-Bhandara Ghat. Metal (Gitti)- Pachgaon. Bricks-Burnt clay type. Steel- ISI mark. Centering- Plywood, Wooden Planks, Wooden Props.	
2	Plaster	12 mm thick plain putty finish interior plaster - Double Coat Spunj exterior plaster	Cement – Birla, Sand-Bhandara Ghat.	
3	Doors & Windows	- Main Entry Door – - Internal Doors – - Windows –M.S. painted Grills - Black Granite Stone at every bottom of window (Window Seal) from inside. - Powder Coated Aluminum framed sliding windows with tinted/plain Glass panels and Mosquito Nets on half width.	Teakwood Door Frame with panel with Grill Gate. RCC Frame with Laminated Flush Door.	
4	Flooring	- Vitrified floor tiles of size 800 mm x 800 mm Double Charged in all rooms & balconies. - Ceramic tiled anti-skid floor & 7ft. height dado tiles for toilets. - Non-skid tiles / green Marble steps in staircase - Side Margins – Cement Block.	Digital Printed Tiles with Highlighters. 24 x 12 or 18 x 12 नगन-४ 26/2 / 2020 98/82	55.00 Per sq.ft.
5	Kitchen	- Kitchen with Z-black granite stone/ platform over Bison Cement Sheet base & stainless steel sink. - Ceramic tiles dado up to lintel level above kitchen platform and below platform.	Sink-Nirali /Franke. Digital Printed Tiles with Highlighters.	As your choice
6	Bathrooms & Toilets	- White colored standard sanitary wares. - Standard quality PVC C.P. fittings in toilets, bathroom & kitchen.	Jaguar primary range /Essco Series. ISI Mark – Astral, Plasto, Aashirvad or Equivalent.	

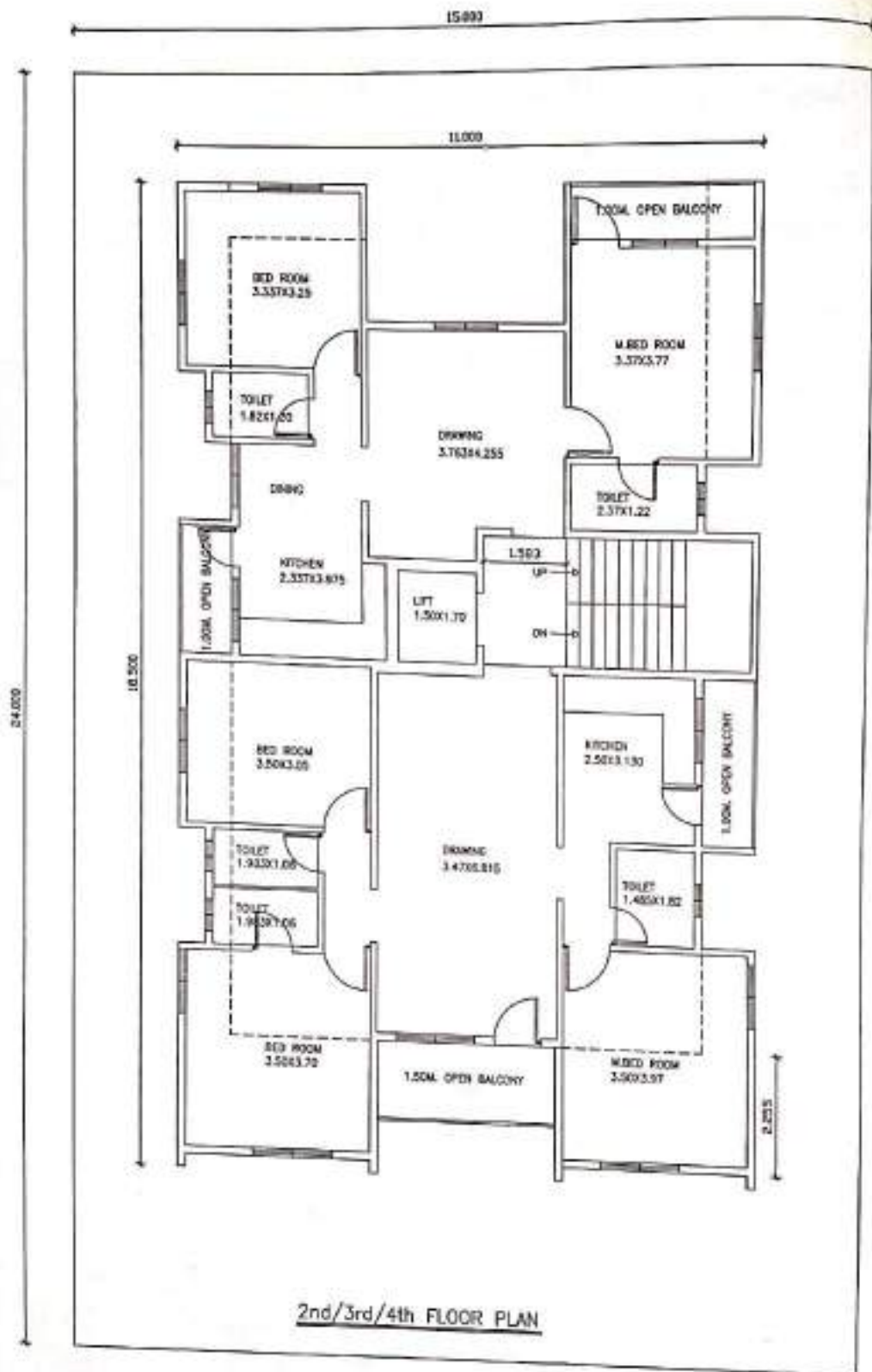
7	Electricals	- Concealed PVC conduit with wiring for sufficient light, fan & sockets in each room - Sufficient power points in kitchen for microwave, aqua guard, refrigerator, mixer-blender etc. - Provision for water heater point in each bathroom with Ex. Fan point. - Parallel light and fan switches in all bedrooms and A.C. wiring and Switches in all Bedrooms and Drawing Hall & Kitchen. - Total Wiring in lifts as specification of the supplier company. - Dedicated connection for cooler in all balconies.	ISI Mark Pipes & Joint less Cables – Polycab, HCL Cable or R R Cable Great White Equivalent. LCB/MCB- L&T, Legrand or Equivalent. Switch Boards and Switches – ISI Mark Modular type, Havel's, Legrand, Roma OR Equivalent, Greatwhite & Vinay	Rs. 35.00 per switch
8	Water Supply	- Two Overhead RCC water tanks - 4000 Liter capacity each (Potable & Utility). - Underground RCC water sump for water collection and storage with Water proof coating on all sides. - All Bathrooms will have Showers (Head and hand) with diverter Tap Set. - S.W.R. Pipes & fittings for sanitation and UPVC pipes of standard make for plumbing. - Pipeline for Solar Water Heater Flow from Terrace to all Bathrooms & Kitchen without heating source. - Dedicated tap connection in balcony for coolers/Utility. - Dedicated one Tap Connection each in Terrace and Side Margins at Ground Floor.	@ 8000 liter capacity. Jaguar Escco Series Astral, Plasto or Ashirwad UPVC	
9	Paints	- Good Putty finished Two Coats on all interior surfaces with Tractor Emulsion in interiors. - Oil Paint for M.S. Grills and Door Frames. - Weather Shield Two Coats in Exteriors	Birla White Putty. Asian or Equivalent make Distemper and Paints.	
10	Access	A Common Stair Case with all basic amenities of lighting, flooring, dado/skirting, Painting etc.	SS Railing	

नमन-४
24/06/2020
20/06



		Finished compound wall on all sides + good illumination in Parking and side margin area on ground floor.		
12	Amenities	- Rain Water harvesting. - IPS Flooring on Terrace.		
13	Building Elevation	As shown.		
14	Modular Kitchen			
15	Lift	5 Person Johnson Company Lift with power backup		
16	Electric Meter	Properly mounted on wall with Flat number mention and cover with a fabricated frame with locking system.		
17	Common Toilet	On Ground Floor on unused area		
18	Water Meter	To be properly mounted and cover		
19	Pump	2 Pumps will be fitted on underground sump and borewell to lift the water for overhead tanks.		





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26/1/2020
22/6/20

