

the chosen Apartments strictly within 1 Month from the date of receiving intimation from the Developer in writing. It is further understood and agreed by the Owners that it shall be their sole liability and responsibility to pay the Electricity and water charges for the actual units consumed by them as per Departmental Bills for such hired premises. The Owners shall arrange for shifting of their belongings from the Rental Accommodation to Newly Constructed Premises. However the cost and expenses for such shifting shall be borne and paid by the Developer.

THAT the Owners hereby specifically assure the Developer that they shall get the aforesaid property duly mutated in their names in all relevant records at their earliest convenience exclusively at their own costs, expenses and efforts.

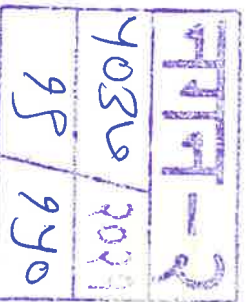
(2) THAT the development will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges, Society's Dues and all other outgoing etc. levied on the property hereby agreed to be developed and payable by the Owners upto the date of Registration of this Agreement.

(3) THAT the Owners further assure the Developer that the property hereby agreed to be developed is their separate and self acquired property belonging to them alone 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 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.

(5) THAT the property hereby agreed to be developed 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.

(6) THAT on receipt of the possession of the chosen Apartments from the Developer, the Owners shall deliver the actual physical possession of the property hereby agreed to be developed to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s). Till then the factual and legal possession shall always be with the Owners.



(7) THAT it is clearly understood and agreed by the Owners that pending Registration of the Sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoried Building thereon consisting of various 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 forms and applications etc. required to be submitted to the Nagpur Improvement Trust/Nagpur Municipal Corporation for securing sanction to such plans. They 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 pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in the names of the Owners who in their turn agree to return back to the Developer such sums as may be refunded to them by such local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation.

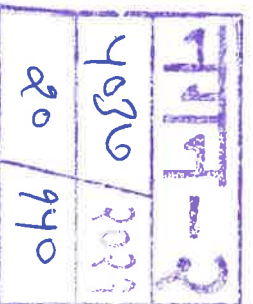
(8) THAT it is clearly understood and agreed by the Owners that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s).

(9) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation. However the Owners shall have every right to enter into the said Premises and to inspect the construction and quality of materials to be used in the Apartments chosen to be retained by them.

(10) THAT the Owners do hereby allow and permit the Developer to display it's board at site at any time after registration of this Agreement.

(11) THAT the Developer shall have full liberty to advertise for the sale of the proposed Built-up spaces (excluding the Apartments chosen to be retained by the Owners) to the intending buyers and it shall also have absolute right, power and authority to receive all money from such buyers being the agreed sale price therefor and to retain and appropriate the same in its 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.

(12) 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 and on receiving



any such objections 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 their 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.

(13) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land hereby agreed to be developed 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 (excluding the Apartments chosen to be retained by the Owners) in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(14) THAT the Owners shall on receipt of the possession of the chosen Apartments from the Developer as stated above execute various Sale Deeds each relating to an independent Apartment in favour of the respective individual 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.

(15) THAT the draft Sale Deeds or any other documents necessary to complete the transfer of the property hereby agreed to be developed 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.

(16) THAT the Owners shall execute an Irrevocable General Power of Attorney empowering and authorizing any person to be nominated by the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, Deeds of Apartment etc. and all other kinds of documents on their behalf and also to carry out and observe all the obligations 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 and this power will not be withdrawn or revoked by the Owners until the transaction envisaged herein is completed in all respects. However the Owners shall not



incur any monetary responsibility arising out of the nomination of the Attorney. Notwithstanding anything herein contained the Attorney to be so appointed shall in no case however sign and execute any such Sale Deed for and on behalf of the Owners unless it confirms from them (Owners) that they have already received the possession of the chosen Apartments from the Developer.

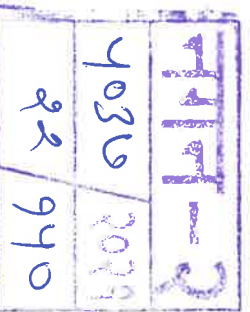
(17) THAT in case of Owners fail or neglect to fulfill and observe all or any of the obligations on their part as hereinabove contained or otherwise required by law and also to execute various Agreements to Sell, Sale Deeds and all other kinds of documents as stipulated above, the Developer shall be entitled to enforce specific performance of this Contract by instituting legal proceedings against the Owners and in such event the Owners shall be liable to reimburse all costs and damages to the Developer and the Developer shall also have the choice to get the Sale Deeds executed in its favour or in favour of its nominee(s) being the prospective buyers, through the Civil Court of proper Jurisdiction.

(18) THAT in the like manner if the Developer fails or neglects to fulfill and observe all or any of the obligations on its part as hereinabove contained or otherwise required by law, then in such event the Owners shall be fully entitled to claim the liquidated damages from the Developer by instituting legal proceedings in the Court of Law. The Developer hereby undertakes to indemnify the Owners against all claims, suits, litigation, damages, accident on site etc. arising out of this transaction of Development and Sale. The Developer shall construct the proposed Multistoried Building strictly as per the Plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation and shall not deviate from the same. The Developer shall always indemnify the Owners against any claims, litigation both Civil and Criminal, Penalties, Damages etc., if any, arising out of the transaction of sale of Apartments between the Developer and the Prospective Buyers and for any deviation in the sanctioned plan.

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

(20) THAT this Agreement is subject to Jurisdiction of the Competent Civil Court at Nagpur.

(21) THAT all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two



Arbitrators one to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(22) THAT the Developer shall start the construction of the proposed building within 2 (TWO) Months from the date of sanction of Plans from the Nagpur Improvement Trust/Nagpur Municipal Corporation.

(23) THAT on Registration of the Sale Deeds, the Owners agree to render necessary assistance in obtaining the mutation of the respective Apartment in favour of each such individual prospective buyer in all relevant records.

(24) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connection and meters in the proposed building.

(26) THAT the Developer agrees to pay the Sales Tax may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefor and shall always keep the Owners indemnified against the same.

(27) THAT if the F.S.I. in relation to the said Plot No. 92 is increased at any time during the course of construction, then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion. However, after completion of the Project if the F.S.I. increases, then in such event such increased F.S.I. shall be used and consumed by the Association of Apartment Owners of the proposed Building.

(28) THAT the Developer is not going to load or purchase any TDR in the proposed building, however the Ancillary area as per the prescribed norms of sanction will be purchased by the Developer.

(29) THAT, the Developer is not going to contribute any amount in the Corpus Fund of the proposed Building / Society

(30) THAT all the provisions of The Real Estate (Regulation and Development) Act, 2016 i.e. Maharashtra Real Estate Regulatory Authority shall be applicable to this Agreement of Development and Sale.

(31) THAT all expenses on account of preparation of this Agreement of Development and Sale including the cost of Stamp Duty and Registration Fees payable thereon have been borne and paid by the Developer.



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SCHEDULE REFERRED TO ABOVE

ALL THAT Piece and Parcel of land bearing **Plot No. 92 (NINETY TWO)** out of the sanctioned layout of **KHAMLA PLOT HOLDERS' CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR**, admeasuring Length 100 Ft. and Breadth 95 Ft. equal to 9500 Sq. Ft. (-) Less Tangent 193 Sq. Ft. equal to **9307 Sq. Ft. (OR 864.641 Sq. Mtrs.)** being a portion of the entire land bearing **Kh. Nos. 71, 72 and 73** of Mouza - **KHAMLA**, P.S.K. 9 bearing **City Survey No. 2098/125 and Sheet No. 40 of MOUZA - KHAMLA**, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – **NAGPUR** and bounded as under :-

ON THE EAST	-	BY PLOT NO. 94
ON THE WEST	-	9.00 MTRS WIDE ROAD.
ON THE NORTH	-	BY PLOT NO. 87.
ON THE SOUTH	-	9.00 MTRS WIDE ROAD.

IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT OF RE-DEVELOPMENT AND SALE at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES :(1) C-T-Roy

1A)

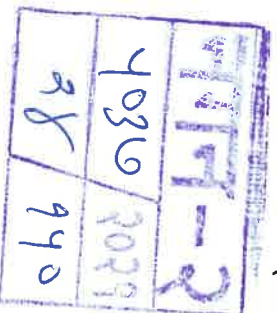
(SHIRISH SHARAD PANDITRAO)

(2) Shrikant

1B)

S.S. Panditrao

(SHRIKANT SHARAD PANDITRAO)





2)

(ARUN NARAYAN ATHAWALE)



Ar B Athawale

Mrudula Pramod Hedau

3)



(MRS. MRUDULA PRAMOD HEDAU)

4)



Vivek Dattatraya Hiwarkhedkar



(VIVEK DATTATRAYA HIWARKHEDKAR)



5)



Deepak Vittalrao Dethe



(DEEPAK VITTHALRAO DETHE)

Through His Constituted Attorney

Mrs. PADAMA DEEPAK DETHE.

6)



Dilip Rambhau Barge



(DILIP RAMBHAU BARGE)

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7A)

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(SMT. ANURADHA ARUN DESHMUKH)



7B)

Yogesh Arun Deshmukh

(YOGESH ARUN DESHMUKH)



8A)

Jaya Chandrakant

(SMT. JAYA CHANDRAKANT JADHAVKAR)

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२३	१५०	





8B)

B. Jalgaonkar



(BHUPESH CHANDRAKANT JALGAONKAR)



9)

Bhoose



(PRALHAD WAMANRAO BHOSE)



10)

Ashok Bhalerao



(ASHOK SHRIKRISHNA BHALERAO)



11)

Shripad Desai



(SHRIPAD PANDURANG DESAI)



12)

Amit Poharkar



(AMIT ASHOK POHARKAR)



13)

B. Jalgaonkar



(BHUPESH CHANDRAKANT JALGAONKAR)



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५०३०	१०२१
२०	१५०





14A) Mrs. N. V. Shah.
(SMT. MEENA VANDANKUMAR SHAH)



14B) P. V. Shah.
(PIYUSH VANDANKUMAR SHAH)



14C) N. Shah.
(NIKHIL VANDANKUMAR SHAH)



15) M. Wasudeo Shukla.
(MOHAN WASUDEO SHUKLA)
(OWNERS)

M/S. M & T BUILDCON

THROUGH ITS AUTHORIZED PARTNERS



1) Tushar Vishnu Umbarkar
(TUSHAR VISHNU UMBARKAR)



2) Mahesh Namdeorao Nagmote.
(MAHESH NAMDEORAO NAGMOTE)
(DEVELOPER)

