

	Machine.
DOORS	Main Drawing Room Door – Metallic Safety doors. Bed Rooms & Kitchen Doors – Flush Doors with R.C.C. Frame. Bathroom / Toilet Doors – R.C.C. frame with Laminated Water Proof Doors Channelled Grill Gate outside Drawing Room Door.
WINDOW	Power Coated Aluminum Sliding Windows with M.S. safety grills adjustable Aluminum Louvers in Bathrooms & Toilets Mosquito Net provision for all Windows in Drawing & Bed Rooms.
GLASSES	All glasses of Saint – Gobain or equivalent make.
PAINTING	Building – Ace water proof paint externally Texture finish paint at some places externally Putty with Plastic paint internally in all Rooms, Kitchen & Bathrooms O.B.D. paint with putty internally.
TERRACE	Common Terrace for all Apartment Owners.
LIFT	Kone / Johnson / Thyssen Krupp Automatic Lift with 24 Hours Generator or A.R.D backup facility (Minimum 06 Pax. capacity).
COMPOUND WALL	Compound Wall on all sides with Heavy M.S. Grill gate.
WATER	Ground Water Sump + Corporation Water connection + Overhead Water Tank of 5000 Liters capacity of Reputed brand on Terrace.
PARKING	Allotted & Covered Parking on Ground floor for Four & Two wheelers for existing Apartment Owners & Common Parking for Four & Two wheelers for New Apartment Owners.

11. THAT The Developer agrees and confirms that it shall compulsorily comply with the under mentioned terms and conditions with Owners and the under mentioned terms and conditions shall be the crux and essence of contract and the terms and conditions are as under.

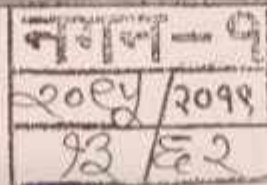
- a) The Developer agrees and confirms that it shall provide auto cad copy or blue print of Building Plan of the proposed new building to the Apartment Owners the before submitting for sanctioning to Nagpur Improvement Trust / Nagpur Municipal Corporation. The Developer agrees that it shall submit the proposed Building Plan of the proposed new building for sanctioning to Nagpur Improvement Trust / Nagpur Municipal Corporation, only after the same is unanimously approved by the Apartment Owners of Manjiri Apartment Association.
- b) The Developer agrees and confirms that, if required under any prevailing rule / law, it shall procure No - Objection Certificate / Consent Letter in writing from Scientific Co-Operative Housing Society at Laxminagar, Nagpur at its efforts and expenses before entering into any formal contract or this Agreement of Re-Development with Apartment Owners of Manjiri Apartment Association.
- c) The Developer agrees and confirms that the quality of construction of Apartments that will be allotted - assigned to Apartment Owners of Manjiri Apartment Association shall be as per Schedule of Specifications agreed by the Developer and the Apartment Owners, annexed herewith, forming part and parcel of this Agreement of Re-Development.
- d) The Developer agrees and confirms that the Built Up Area of new Apartments that will be allotted - assigned to existing Apartment Owners shall not be decreased below 5% (Five Percent) of new Built Up Area which has been agreed to be provided by the Developer to the Apartment Owners as per Table stated herein under. That the Apartment Owners and the

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Developer have mutually decided and agreed upon Apartment Numbers and Floors that shall be allotted – retained – assigned by the Developer to existing Apartment Owners and that may be retained or sold by the Developer in the proposed – new building and the same are described in the following table as under:-

ALLOTTEE - ASSIGNEE – RETAINER	APARTMENT NO.	FLOOR	PROPOSED BUILT UP AREA	PROPOSED CARPET AREA
		GROUND	PARKING	PARKING
VASANTRAO RAMRAO CHAVAN	101 ✓	FIRST	62.460 Sq. Mtrs.	54.710 Sq. Mtrs.
SURENDAR AMBADAS DHOMNE	102	FIRST	69.480 Sq. Mtrs.	61.290 Sq. Mtrs.
SARANGI SURENDAR DHOMNE DEVELOPER	103	FIRST	78.150 Sq. Mtrs.	60.440 Sq. Mtrs.
KISHOR VASANTRAO KAKDE DILIP VASANTRAO KAKDE SHILPA SHARADRAO KAKDE	201 ✓	SECOND	62.460 Sq. Mtrs.	54.840 Sq. Mtrs.
GAJANAN CHAMPATRAO MALVI	202	SECOND	69.480 Sq. Mtrs.	61.420 Sq. Mtrs.
DEVELOPER	203	SECOND	78.150 Sq. Mtrs.	60.570 Sq. Mtrs.
VASANTRAO RAMRAO CHAVAN	301	THIRD	62.460 Sq. Mtrs.	54.710 Sq. Mtrs.
MOHAN BABURAOJI MOWADE SARITA MOHAN MOWADE	302 ✓	THIRD	69.480 Sq. Mtrs.	61.420 Sq. Mtrs.
VUJAY GOVINDRAO JOSHI	303 ✓	THIRD	78.150 Sq. Mtrs.	60.440 Sq. Mtrs.
SATISH MADHUKARRAO KULKARNI	401	FOURTH	62.460 Sq. Mtrs.	54.840 Sq. Mtrs.
SATISH MADHUKARRAO KULKARNI	402	FOURTH	69.480 Sq. Mtrs.	61.420 Sq. Mtrs.
SUNIL MADHUKARRAO KULKARNI SHAILA SUNIL KULKARNI	403 ✓	FOURTH	78.150 Sq. Mtrs.	60.570 Sq. Mtrs.
KISHOR VASANTRAO KAKDE DILIP VASANTRAO KAKDE SHILPA SHARADRAO KAKDE	501 ✓	FIFTH	62.460 Sq. Mtrs.	54.710 Sq. Mtrs.
GAJANAN RAGHUNATH PURANIK	502	FIFTH	69.480 Sq. Mtrs.	61.420 Sq. Mtrs.
DEVELOPER	503	FIFTH	78.150 Sq. Mtrs.	60.440 Sq. Mtrs.
DEVELOPER	601	SIXTH	62.460 Sq. Mtrs.	54.840 Sq. Mtrs.
DEVELOPER	602	SIXTH	69.480 Sq. Mtrs.	61.420 Sq. Mtrs.
DEVELOPER	603	SIXTH	78.150 Sq. Mtrs.	60.570 Sq. Mtrs.
DEVELOPER	701	SEVENTH	81.090 Sq. Mtrs.	54.600 Sq. Mtrs.
DEVELOPER	702	SEVENTH	78.150 Sq. Mtrs.	60.440 Sq. Mtrs.
TOTAL	20		1419.78 Sq. Mtrs.	998.730 Sq. Mtrs.



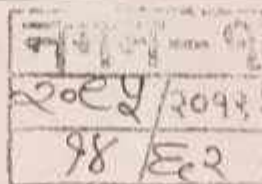
e) The Developer agrees and confirms that it shall install Lift of reputed brand having I.S.I. certification in the new building of Manjiri Apartment and the Lift shall be strictly installed in accordance with sanctioned building plan of the Nagpur Improvement Trust / Nagpur Municipal Corporation.

f) The Developer agrees and confirms that it shall provide one separate, covered and allotted Parking for four wheelers for each Apartment Owner of Manjiri Apartment Association and the said separate, covered and allotted Parking shall be conveyed by the Developer free of cost to the Apartment Owners along with their respective Deed of Apartments / Sale Deeds.

g) The Developer agrees and confirms that after the Apartment Owners vacate their respective Apartments and shift in alternate / rented accommodations, the Developer shall pay fixed rent / license fee @ Rs. 20/- (Rupees Twenty Only) per Sq. Feet of existing Built Up Area of Apartment for each Apartment Owner who will shift in alternate / rented accommodations. That in case, if the Apartment Owners shift in such alternate / rented accommodations whose Built Up Area is more or less than the existing Apartment of Apartment Owners, then the Developer shall be liable to pay fixed rent / license fee @ Rs. 20/- (Rupees Twenty Only) per Sq. Feet only and the difference, if any, shall be exclusively borne and paid by concerned Apartment Owners. The Developer agrees and confirms that it shall pay the amount of fixed rent in cash or through cheques to concerned Apartment Owners or to their respective landlords / licensors / lessors, directly on or before 05th day of each month as per English calendar. The Apartment Owners confirm and declare that the Developer shall not enhance or pay any amount over and above fixed @ Rs. 20/- per Sq. Feet of Built Up Area to Apartment Owners or their respective landlords / licensors / lessors, irrespective of what rent - license fee would have fixed between them. The Developer agrees and confirms that it shall pay the agreed amount of rent / license fee to the Apartment Owners or their respective landlords / licensors / lessors, as the case may be from the day of vacation of the Apartments by respective Apartment Owners till the day, the Apartment Owners re-shift in their new Apartment. The Apartment Owners agree and confirm that they shall bear all expenses towards transportation, labour etc. that may be incurred by them during shifting in alternate / rented accommodations and re-shifting in their new Apartments.

h) The Developer agrees and confirms that from the day, each Apartment Owner vacates his / her / their respective Apartments till the day, the each of the Apartment Owners re-shift in their new Apartments, the Developer shall be exclusively liable to bear and pay Municipal Corporation tax, Non - Agricultural taxes, Electricity and Water bill and all other contingent taxes and dues in respect of Apartments of the Apartment Owners to concerned government departments and statutory authorities.

i) The Developer agrees and confirms that it shall install new Electric Meters (Single Phase) and Water Meters at its exclusive efforts and expenses in new Apartments proposed to be allotted - assigned to the Apartment Owners. The Developer further confirms and declares that it shall not quench the existing well - borewell in existing over the said Plot under any circumstances and the Developer undertakes to make provisions for ample and uninterrupted



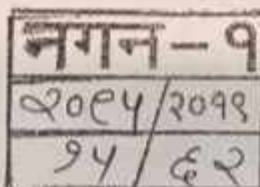
water supply throughout year for each Apartment Owner in their new Apartments and the entire new building of Manjiri Apartment. The Developer shall not demand any amount on account of Security deposit or Installation charges towards Electric & Water Meters from the Apartment Owners and it shall always indemnify them against payment of same.

j) The Developer agrees and confirms that the Apartment Owners shall not be allotted - assigned their new Apartments more than one floor above of their existing Apartments and the new Apartments shall be constructed exactly as per the sanctioned building plan of competent planning authority without causing any deviation or alteration thereto.

k) The Developer agrees and confirms that if there would be any deviation varying more than + / - 5% (five percent) in the Blue Print of the proposed Building Plan and the Building Plan that may be submitted and sanctioned by the Developer from the Nagpur Improvement Trust / Nagpur Municipal Corporation, then notwithstanding any covenant contained in this Agreement of Re-Development and other deeds and documents that will be / are executed and / or registered by and between the Apartment Owners and the Developer shall be treated and shall become null and void.

l) The Developer agrees and confirms that notwithstanding any covenant contained in this Agreement of Re - Development, if it delays or fails to complete construction of new Apartments duly completed in all respects as per agreed specifications or if it delays or fails to delivers vacant and peaceful possession of new Apartments or if it delays or fails to register Deed of Apartment / Sale Deed or appropriate deed of conveyance of new Apartments in favour of the Apartment Owners within 36 (Thirty - Six) months time from the date of receipt of revised / new sanctioned Building Plan due to any statutory reason, due to escalation in prices or due to riots, war, emergency, any act of force - majeure or for any reason what so ever, the Developer shall pay and it shall compulsorily pay damages @ Rs. 500/- (Rupees Five Hundred only) per day to each Apartment Owner till the Developer completes construction of new Apartments in all respects as per agreed specifications delivers vacant and peaceful possession of new Apartments and registers Sale Deed or appropriate deed of conveyance of new Apartments in favour of the Apartment Owners. The Developer further agrees and confirms that the liability for payment of damages shall be without prejudice and shall not debar or effect rights of the Apartment Owners to approach before appropriate forum or court of law to seek performance of this Agreement of Re-Development and claim any other relief against the Developer in accordance with law.

m) The Developer agrees and confirms that it shall deposit Rs. 10,00,000/- (Rupees Ten Lacs only) by demand draft towards life time Maintenance charges for Manjiri Apartment condominium with Manjiri Apartment Association. The said amount shall be deposited by the Developer in Bank Account of Manjiri Apartment Association within 15 (Fifteen) days time after handing over possession of Apartments to existing Apartment Owners. The Developer further agrees and confirms that in case if the competent planning - sanctioning authority accords sanction of seventh floor in the proposed building then, the Developer shall deposit Rs. 15,00,000/- (Rupees Fifteen Lacs Only) by demand draft towards life time Maintenance charges



for Manjiri Apartment condominium with Manjiri Apartment Association.

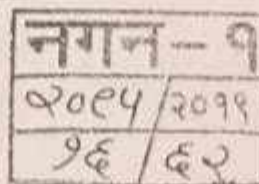
n) The Developer agrees and confirms that it shall exclusively bear development, betterment, peripheral, sanctioning charges and all other expenses, charges and out of pocket expenses that may be incurred on account of preparation and sanctioning of new Building Plan and execution and registration of various deeds and documents like Agreement of Re-Development, General Power of Attorneys, Leave & Licence Agreement, Rent Agreement, Lease Deed, Memorandum of Understandings, Agreement to Sell, Deed of Apartments, Sale Deeds Confirmation Deeds, Indemnity Bonds, Affidavits etc. and Stamp duty, Registration fees, Legal fees, Income tax, Capital Gains tax, Gift tax, Goods & Services tax (G.S.T.) payable thereon on transaction of sale and / or conveyance, up to date of registration of Sale Deed. The Developer shall not demand any amount on any account referred herein above from the Apartment Owners and it shall always indemnify them against payment of same.

o) The Developer is specifically made aware by the Apartment Owners and the Developer firmly agrees and confirms that if it makes any sort of deviation, varying more than + / - 5% (Five) percent in nature, quality and area of construction as against the sanctioned Building Plan and / or agreed specifications of construction, while carrying out construction of new Apartments or the new Building for any reason whatsoever, then notwithstanding any covenant contained in this Agreement of Re-Development or any other contract, deed or document entered into or executed by the Apartment Owners and the Developer, the same shall become null and void and the Developer shall be liable to suffer monetary and penal consequences and compensate the Apartment Owners as agreed in this Agreement of Re-Development.

p) The Developer agrees and confirms that the Apartment Owners shall not be made responsible and liable to bear, incur, suffer expend or pay on any account for any reason, whatsoever, any amount towards construction of their new Apartments / Building. The Developer agrees right from commencement till conclusion of Re-Development of the entire new Apartments / Building, all expenditures shall be exclusively borne and paid by the Developer and it shall always indemnify the Apartment Owners against payment of same.

12. THAT the Apartment Owners agree and confirm that except for re -construction / re-allotment / re-assignment of their respective Apartments and Re-Development of Manjiri Apartment building as agreed herein above and as per agreed specifications, the Apartment Owners shall not demand / claim / retain / keep hold of, free of cost, any additional / new Apartment nor the Apartment Owners shall demand or claim consideration, compensation, reimbursement or otherwise from the Developer in any kind on any account and for any reason or contingency, whatsoever and the Developer shall not be liable to pay any kind of consideration, compensation, reimbursement in terms of money or otherwise to the Apartment Owners at any time in future and the Apartment Owners shall always indemnify the Developer from any such demand or claims in future.

13. THAT the Manjiri Apartment Association and the Apartment Owners specifically agree and confirm that the Developer will have right and authority load T.D.R. / F.S.I. / F.A.R over the

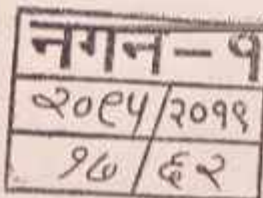


said Plot in accordance with prevailing government rules and regulations. The Manjiri Apartment Association and the Apartment Owners agree and confirm that apart from Apartments proposed to be reconstructed, re-developed and re-assigned to the Apartment Owners, the Developer will also have right and authority to construct and sell additional Apartments in Manjiri Apartment building to its prospective buyers at the price and terms as may be decided by the Developer in its absolute discretion.

14. THAT the Manjiri Apartment Association and the Apartment Owners agree and confirm that after re-constructing / re-allotting / re-assigning Apartments of each Apartment Owner together with variable proportionate undivided share and interest in the said Plot, whatever additional / surplus Apartments that may be constructed by the Developer as per sanctioned Building Plan of N.I.T. / N.M.C., the same shall be retained, disposed off, sold together with variable, proportionate, undivided share in the said Plot by the Developer to its prospective buyers as per its exclusive choice and discretion and at such cost / price as may be decided by the Developer, but upon terms and conditions agreed herein. The Developer will also have right and authority to receive, retain and appropriate the entire sales consideration of such additional / surplus Apartments in Manjiri Apartment for its exclusive use and benefit and the Manjiri Apartment Association and none of the Apartment Owners shall have any right and authority to demand or claim any share from sales proceeds or profits earned by the Developer by selling the additional / surplus Apartments nor the Manjiri Apartment Association and the Apartment Owners shall have right to question accountability thereof in any manner from the Developer.

15. THAT the Developer agrees and confirms that on completion of construction of re-developed Apartments and Manjiri Apartment building, it shall re-assign / re-transfer Apartments of each Apartment Owner together with variable proportionate undivided share and interest in the said Plot as described hereinabove by virtue of Deed of Apartment, Sale Deed or any other appropriate deed of conveyance.

16. THAT the Apartment Owners agree and confirm that there shall be no variation or change in Specification of Construction and Amenities agreed to be provided by the Developer to the Apartment Owners in the re-developed Apartments and Manjiri Apartment building. The Apartment Owners further agree and confirm that if the Apartment Owners desire any addition, up-gradation or any change in Specifications of Construction and Amenities in their respective Apartments, then the Apartment Owners shall pre-inform to the Developer about additions, up-gradations or any changes that are to be done in Specifications of Construction and Amenities in their respective Apartments by giving at least 15 (Fifteen) days intimation or notice in writing to the Developer. That upon receipt of such intimation or notice, the Developer may agree or refuse to carry out additions, up-gradations or any changes at its sole discretion. That in case, if the Developer agrees to carry out such additions, up-gradations or changes, then the concerned Apartment Owners shall have to bear and pay additional cost for additions, up-gradations or changes in Specifications of Construction and Amenities and such additional cost shall be determined by the Developer at its sole discretion and if such cost is agreed to be paid by the concerned Apartment Owner, then the same shall be payable in advance by the Apartment Owners to the Developer.



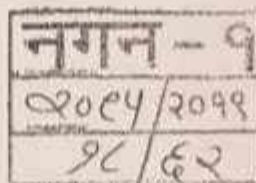
17. THAT The Developer agrees and confirms that it shall not enter into any contract or agree to sell or assign, convey, transfer, sell or mortgage by virtue of any deed or document to any person or bank, whomsoever and for any reason, whatsoever those Apartments which are to be reconstructed / re-allotted / re-assigned to the Apartment Owners but if any such act, deed or document is done by the Developer, then the same shall be treated as null and void and not binding upon the Apartment Owners.

18. THAT the Manjiri Apartment Association and the Apartment Owners agree and confirm that they shall sign, execute and register a Corrected Deed of Declaration or New Deed of Declaration for subjecting the re-developed Manjiri Apartment Condominium under Section 2 of the Maharashtra Apartment Ownership Act, 1970.

19. THAT the Apartment Owners agree and confirm that after execution of this Agreement of Re-Development, the Developer shall have full right and authority to advertise its name for sale of additional / new Apartments in Manjiri Apartment building to its prospective buyers nominees and for that the Owners shall not raise any objection. The Developer shall have absolute right and authority to book / allot / sell additional / new Apartments in Manjiri Apartment building together with proportionate undivided share in the said Plot.

20. THAT concurrent to this Agreement of Re - Development, the Apartment Owners shall execute a deed of Irrevocable General Power of Attorney empowering and authorizing the Developer to carry out and observe all obligations on their part herein contained or otherwise, required by law and to do all things necessary to complete transfer / conveyance of all Residential Apartments in the re-developed apartment scheme. By virtue of the said deed of Irrevocable General Power of Attorney, the Apartment Owners shall also empower and authorize the Developer to sign all deeds and documents such as Payment Receipts, Booking / Allotment Letter, Possession Letters, Mutation Applications, Applications for obtaining No-Objection Certificate, deeds of Agreement to Sell, Deed of Declaration, Deed of Apartments, Sale Deeds, Mortgage Deeds (Equitable / Deposit of Title Deeds), Re-conveyance Deeds, deed Partition Deeds, Confirmation Deeds, Correction Deeds etc. in favour of the Apartment Owners and / or buyers of additional / new Apartments in Manjiri Apartment building and to get above such deeds duly registered in offices of competent Sub - Registrar/s at Nagpur.

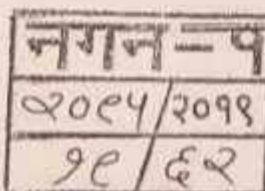
21. THAT the Developer agrees and confirms that the Manjiri Apartment Association and / or Apartment Owners shall not be responsible for any harm, injury, accident, damage or death due to mishap / accident / electrical short circuit / fire / thunder lightning / manhandling / dacoity / murder to / of any employee / staff / workmen / labour or any other person engaged / attached by / to the Developer on proposed site. In case of any such untoward incident or happening, the Manjiri Apartment Association and / or Apartment Owners shall not be held liable, responsible or guilty and the Developer agrees and confirms to indemnify the Manjiri Apartment Association and / or Apartment Owners against all claims, proceedings, legal actions resulting thereto. The Developer further agrees and confirms that the Manjiri Apartment Association and / or Apartment Owners shall not be held liable and accountable for any claims, damages, compensations, litigations, dispute or civil or criminal cases that may arise between



the Developer and prospective buyers of additional / new Apartments in Manjiri Apartment building. The Developer specifically agrees and confirms to indemnify Manjiri Apartment Association and / or Apartment Owners against all claims, damages, compensations, litigations, dispute or civil or criminal cases which may arise in connection with this agreement or otherwise.

22. THAT the Apartment Owners and the Developer mutually agree and confirm that if there remains any existing unconsumed F.S.I. / F.A.R. / T.D.R. over the said Plot, then the right to utilize / consume / transfer / sell the existing unconsumed F.S.I. / F.A.R. / T.D.R. shall exclusively vest with the Developer or its successors in title, however in future if there is any permissible increase in F.S.I. / F.A.R. / T.D.R. [Except the T.D.R. that may be purchased by the Developer] on the said Plot by any competent planning / development authority of Nagpur city or the Government of Maharashtra, then the right and authority to utilize / consume / transfer / sell such permissible increase in F.S.I. / F.A.R. / T.D.R. on the said Plot shall vest with the Apartment Owners or their respective successors in title and the Developer or its successors in title in equal proportion i.e. in the ratio of 50% (Fifty Percent). The Developer specifically agrees that in future the buyers of new Apartment Owners / occupiers / possessors in Manjiri Apartment building or their successors in title shall have no right or claim over such permissible increase in F.S.I. / F.A.R. / T.D.R. on the said Plot. The Developer specifically agrees and confirms that if it desires to utilize / consume such permissible increase in F.S.I. / F.A.R. / T.D.R. over the said Plot or Manjiri Apartment building then it or its successors in title may do so without violating any development rules and prevailing laws that may be in force at the relevant time. The Apartment Owners and the Developer mutually agree and confirm that they and / or their successors in title shall have absolute and independent rights and authority to utilize / consume / transfer / sell their 50% (Fifty) percent of F.S.I. / F.A.R. / T.D.R. in accordance with statutory rules and regulations without obtaining any written consent / no objection from each other. The Apartment Owners and the Developer further agree and confirm that the percentage and proportion of variable, proportionate, undivided, share and interest in the Plot of land corresponding to their respective Apartments and prevailing F.S.I. on the said Plot of land shall always be subject to proportionate reduction, if some additional Apartments are constructed thereon either by the Apartment Owners and / or the Developer and in such case, the Apartment Owners and the Developer or their prospective nominees / buyers of such additional Apartments shall have no legal right and authority nor be entitled to claim any compensation, cost, reimbursement, damages or any amount from each other, for any reason whatsoever for aforesaid reasons.

23. THAT the Developer agrees and confirms that it shall have no right and authority to mortgage the said Plot and Apartments which are to be reconstructed / re-allotted / re-assigned to the Apartment Owners for availing loan, cash credit limit or any type of financial aid from any Bank or Financial Institution or Agency. However, the Developer or its prospective buyers or nominees shall have legal right and authority to mortgage additional / new Apartments in Manjiri Apartment building. It is agreed by the Manjiri Apartment Association and the Developer that that pursuant to this Agreement of Re -Development, the Apartment Owners shall have right to mortgage their respective Apartments for availing housing loan or any type of financial



aid from any Nationalized - Corporate / - Scheduled - Co-Operative Bank or Financial Institution or Agency and for that no express permission or no-objection shall be required to be obtained by the Manjiri Apartment Association and the Developer, but if required, the Manjiri Apartment Association and the Developer shall un-conditionally and without delay give the same to the Apartment Owners. However the liability for repaying such loan or aid shall be exclusively of the Apartment Owners and / or the buyers of additional / new Apartments and they shall always Indemnify the Manjiri Apartment Association and the Developer against payment of the same.

24. THAT after registration of Deed of Apartment / Sale Deed or appropriate deed of conveyance of new Apartments in favour of the Apartment Owners and / or the buyers of additional / new Apartments, the Manjiri Apartment Association and the Developer agree to render necessary assistance to the Apartment Owners and / or the buyers of additional / new Apartments for obtaining mutation in their favour in the records of City Survey, Nagpur Municipal Corporation and Nagpur Improvement Trust and all relevant records of government.

25. THAT the Apartment Owners specifically agree and confirm that in case, if the Developer is required to enforce this Agreement of Re-Development, then it will be specifically enforceable under the relevant provisions of the Specific Relief Act, 1963 and the Apartment Owners shall not be entitled to raise any plea as to its non-enforcement. It is further specifically agreed that in case any such plea is raised by the Apartment Owners then this Agreement of Re-Development will be deemed to be an Agreement of Sell coupled with transfer of possession in performance of terms and conditions of this Agreement of Re-Development, as envisaged by the provisions of Section 53 (A) of the Transfer of Property Act, 1882.

26. THAT may god forbid, in case if any of the Apartment Owner/s or the Developer demises after registration of this Agreement of Re-Development, then in those circumstances, all covenants, terms and conditions as stipulated and agreed by the Manjiri Apartment Association, the Apartment Owners and the Developer shall be binding upon and enforceable by legitimate legal heirs of the Apartment Owners and the Developer.

27. THAT the Developer agrees and confirms that the Manjiri Apartment Association and the Apartment Owners that this Agreement of Re - Development is exclusively between them and under any circumstances, the Manjiri Apartment Association and the Apartment Owners and / or Developer shall not assign, sub-let, sub-contract, dispense the work of Re-Development of Apartments of the Owners and Manjiri Apartment building to any third person, developer, contractor, sub -contractor, but if done, then this Agreement of Re-Development shall ipso-facto become null, void and in-fructuous and the party breaching this condition shall be liable for damages and legal action in terms of this Agreement of Re-Development.

28. THAT the Developer agrees and confirms that it shall without fail provide status report of work in progress over the building site to the Owners and Manjiri Apartment building at the end of each calendar month.

29. THAT the Developer agrees and undertakes that after it procures necessary permissions,

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clearances and sanctions of proposed building, it shall compulsorily register the proposed project of re-development under provisions of the Real Estate (Regulation and Development) Act, 2016 with Maharashtra Real Estate Regulatory Authority (MahRERA) and without registration, the Developer shall not advertise for booking or sale of any Apartments through any print or electronic media nor the developer shall book, allot or agree to sell any Apartment to any buyer in the proposed project.

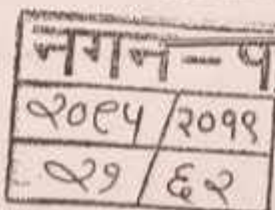
30. THAT the Apartment Owners and the Developer mutually agree and confirm that after registration of the proposed project with Maharashtra Real Estate Regulatory Authority (MahRERA), all provisions, rules and regulations of the Real Estate (Regulation and Development) Act, 2016 shall ipso - facto become applicable and binding upon the Apartment Owners and the Developer and the proposed project and they shall scrupulously abide the same. However, in case if the Developer neglects, violates or fails to fulfill any provisions, rules and regulations of the Real Estate (Regulation and Development) Act, 2016, then the Apartment Owners shall have right to exhaust all legal remedies, as may be available to them under the said act and as a result thereof if any fine, penalty, compensation or penal punishment is awarded or imposed to the Developer or its Partners, then they shall be liable to satisfy and suffer the same at their costs, efforts and expenses. The Developer further undertakes to fully indemnify the Apartment Owners against all fine, penalties, compensation or penal punishments, if awarded or imposed by MahRERA and so also other courts of law, consumer forum, statutory and planning authorities.

31. THAT the Apartment Owners and the Developer mutually agree and confirm that the original copy of this Agreement of Re - Development shall be retained by the Developer and its zerox copy will be provided to the Apartment Owners.

32. THAT the Apartment Owners and the Developer mutually agree and confirm that the execution - registration of this Agreement of Re - Development shall not be treated as partnership or joint venture between the Manjiri Apartment Association, the Apartment Owners and the Developer, it being clear intentions of the parties hereto.

33. THAT the Developer agrees and confirms that any change in constitution of its partnership firm or dispute or litigation between partners of its partnership firm or admission, retirement, insolvency, death of any partner or dissolution of the partnership firm shall not invalidate this Agreement of Re - Development in any manner or its legality, detrimental to legitimate rights and interest of the Manjiri Apartment Association and the Apartment Owners.

34. THAT the Apartment Owners and the Developer mutually agree and confirm that any dispute arising out of Agreement of Re - Development may be settled by mutual negotiations. If no settlement can be arrived at as a result of negotiations, then the dispute shall be referred to Sole Arbitrator, namely Shri R.H. Agrawal (Advocate), Resident of Plot No. 127, Baji Prabhu Nagar, Ramnagar, Nagpur - 440033 (Mobile No. 9822224101). The Apartment Owners and the Developer confirm and declare that the decision of Sole Arbitrator shall be final and binding upon the Apartment Owners and the Developer. The proceedings of Arbitration shall be held at



Nagpur. The provisions of the Arbitration & Conciliation Act, as modified from time to time and in force shall apply to such Arbitration proceedings.

35. THAT the Manjiri Apartment Association, acting through its President / Secretary, the Apartment Owners and the Developer confirm and declare that they have read and understood each and every content and covenants of this Agreement of Re - Development and each and every content and covenants of this Agreement of Re - Development are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement of Re - Development without any confusion, threat, coercion, undue influence, misrepresentation or intoxication of any kind whatsoever, from any person, whomsoever and they further confirm and declare that they are absolutely convinced and satisfied with covenants of this Agreement of Re - Development.

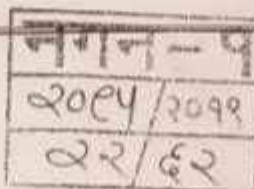
SCHEDULE OF PROPERTY REFERRED HEREINABOVE

ALL THAT total variable, proportionate and undivided 100% share and interest in all that piece and parcel of Malik - Makbuza land bearing Plot No. T - 14, total containing by admeasurement 718.39 Sq. Mtrs. [As per City Survey Records Area - 679.30 Sq. Mtrs.], forming portion of entire land bearing Khasra Nos. 4/1-2, 7/2, 24, 25 & 26/1-4 of Mouza - Ajni bearing Sheet No. (83) / 14, City Survey No. 147 TOGETHERWITH their separate and exclusive Residential Apartment Nos. 001, 002, 101, 102, 103, 104, 201, 202, 203 & 204 respectively, having total Built Up Area of 714.185 Sq. Mtrs., situated on the Ground, First & Second Floors, respectively in the building standing thereon, known and styled as Manjiri Apartment, bearing Municipal Corporation House Nos. 378 & 378/1 in Ward No. 74, situated in the layout of Scientific Co-Operative Housing Society at Laxminagar, Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation in Tahsil and District - Nagpur and bounded as under:-

ON THE EAST BY	----	30.00 FTS. WIDE ROAD
ON THE WEST BY	----	PLOT NO. T-13
ON THE NORTH BY	----	40.00 FTS. WIDE ROAD
ON THE SOUTH BY	----	PLOT NO. T-1

IN WITNESS WHEREOF the MANJIRI APARTMENT ASSOCIATION, the APARTMENT OWNERS and the DEVELOPER hereinabove named have set their respective hands and signed this AGREEMENT OF RE - DEVELOPMENT at NAGPUR on this 12th Day of MARCH, 2019 in presence of the attesting witnesses signing as such.

Drafted by R.H. AGRAWAL (Advocate), Nagpur.

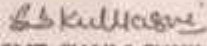
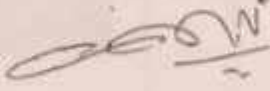


SR. NO.	PHOTOGRAPH OF EXECUTANTS	LEFT HAND THUMB IMPRESSION OF EXECUTANTS	SIGNATURE AND FULL NAME OF EXECUTANTS
1)			<p><u>FOR MANJIRI APARTMENT ASSOCIATION</u></p>  SHRI SUNIL MADHUKARRAO KULKARNI (PRESIDENT / SECRETARY)
2)			<p>वसंतराव रामराव चावण</p> <p>1) SHRI VASANTRAO RAMRAO CHAVAN</p> 
			<p>2a) SHRI KISHOR VASANTRAO KAKDE</p>
			<p>2b) SHRI DILIP VASANTRAO KAKDE</p>
			<p>श्रीमती शिल्पा शारदराव काकडे</p> <p>2c) SMT. SHILPA SHARADRAO KAKDE</p>



नगन-५
२०९५/२०९९
२२/६२



		 3a) SMT. SARANGI SURENDAR DHOMNE <u>(Acting as Power of Attorney Holder for Shri Surendar Ambadas Dhomne)</u>
		 3b) SMT. SARANGI SURENDAR DHOMNE
		 4) SHRI SATISH MADHUKARRAO KULKARNI
		 5a) SHRI SUNIL MADHUKARRAO KULKARNI
		 5b) SMT. SHAILA SUNIL KULKARNI
		 6) SHRI GAJANAN CHAMPATRAO MALVI



नगन-३
२०८५/२०१९
२४/६२

