

27/3/2023

Wednesday March 29, 2023

6:20 PM

पावती

Original/Duplicate

मोबिली नं. 304

Regn. नं. 304

पावती नं. 3874 दिनांक 29/03/2023

वाहन नं. भोकारा

इन्सुरेन्स वाहन नं. 7-2990-2023

इन्सुरेन्स वाहन प्रकार: विकसित कारनामा

मालिक: राजेशभाऊ नं. मेघम वावा होम प्राइवेट लिमिटेड जसे माली करनार दुर्गेश्वर शिवाजी हाईवे

मोबिली की

₹ 30000.00

इन्सुरेन्स वाहन की

₹ 1260.00

वाहन नं. 63

₹ 31260.00

वाहन:

वाहन नं. भोकारा, वं. नं. 7-2990-2023

6:34 PM वा. मेघम मिनिन,

वाहन नं. 51744000/-

मोबिली नं. 51743827/-

वाहन नं. भोकारा नं. 2587200/-

1) वाहन नं. DMC नं. 1260/-

डी.डी. नं. 2203202302491 दिनांक 29/03/2023

वाहन नं. भोकारा

2) वाहन नं. प्रकार: eChallan नं. 30000/-

डी.डी. नं. 2203202302491 दिनांक 29/03/2023

वाहन नं. भोकारा



राष्ट्रिय निबंधन नं. 2
राष्ट्रिय निबंधन नं. 2

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2203202302491	Date 22/03/2023
Received from MS DADA HOMES PVT LTD, Mobile number 7122767895, an amount of Rs.1260/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Nagpur 7 of the District Nagpur.	
Payment Details	
Bank Name SBBI	Date 22/03/2023
Bank CIN 10004152023032202366	REP No. CHM0905120
This is computer generated receipt, hence no signature is required.	

नमन-७
२२०३/२०२३
२.६३



Certificate No 22(1) (b) of the Maharashtra Stamp Act, 1958
(AD-1)

Office of the 4600901

Collector of Stamps, Nagpur City

Adj. Case No. 147/2022

Date 14.11.2022

Received From ~~Shri. DADA~~ DADA HOMES PRIVATE LIMITED.

Residing at NAGPUR

Market Value Rs. 517,44,000/-

Stamp duty of Rs. 2587200/-

Paid value in words Twenty Five Lakh Eighty Seven thousand two hundred only.

Stamp No. MH0166796/52022235 Date 21/12/2023

Certified under Section 23(1) (b) of the M.S. Act, 1958
that the full duty of Rs. 2587200/- in words Twenty Five Lakh Eighty Seven
thousand two hundred only, with which instrument is charged is
has been paid as per Article 5(1) of Schedule-I.

This certificate is subject to the provision of Section
63-A of Maharashtra Stamp Act, 1958.

Signature

Date 21.3.23

Collector of Stamps
Nagpur City

॥ जलेश मंगराष्ट्र मुख्या अतिथिगृह, १९५८ मध्ये असलेल्या
नियमानुषंगे निर्मितीत केलेले आहे. परंतु सध्या सध्या मंडळीसाठी
मंडळी अधिकाऱ्याकडून वाचता येऊन, मंडळी अधिकाऱ्या, १९५८
च्या अधिनियमाधीन तरतुदी मंडळी अधिकाऱ्या सध्या मंडळीसाठी
कार्यवाही करत आहे.

मुख्या निवासिनी
नागपुर सहर



DEVELOPMENT AGREEMENT

THIS AGREEMENT is made at Nagpur this 22nd day of
MARCH 2022

BETWEEN

नगन-७
२२००/२०२३
३.६३



SHRI SUDESHCHANDRA BABULALJI GUPTA, son of late Shri Babulal Gupta, (PAN : ACJPG8863E), (UID : 6812 3799 3309), Indian Inhabitant, aged about 56 years, residing at Bella Stanza A-102, Ramnath City, Land No. 66 (Part), Bokhara, Koradi Road, Nagpur-441111, hereinafter known and referred to as **"THE OWNER"** (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns) of the **ONE PART**:

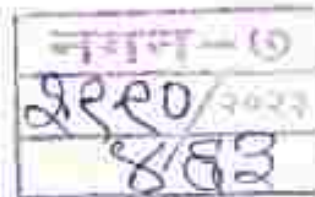
AND

M/S DADA HOMES PRIVATE LIMITED, (PAN : AAHCD8636K) a company duly incorporated under the Companies Act, 2013 having its Office at Carnival House, Near Dindoshi Fire Station, Off. General A.K. Vaidya Marg, Malad (East), Mumbai - 400 097 represented by its authorised signatory Shri DURYODHAN S/O SHIVAJI HADKE, (UID : 9938 0730 4433), aged about 49 years, authorised vide board resolution dated 30.07.2022, hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the **OTHER PART**:

The Owner and the Developer are hereinafter collectively referred to as **'the Parties'** and individually as **'Party'**:

WHEREAS:

- A. Originally (a) Shri Jaisingh Sukhlal Chitale, (b) Shri Dashrath Sukhlal Chitale, (c) Shri Ghanshyam Sukhlal Chitale, (d) Shri Narsingh Sukhlal Chitale, (e) Shri Fatehsingh Sukhlal Chitale, (f) Shri Jhamsingh Sukhlal Chitale and (g) Shri Jaggu alias Jagdish Shobharam Chitale were together seized and possessed of and otherwise well and sufficiently entitled to lands bearing Survey Nos. 7 and 56, Patwari Halka No. 12-A of Mouza Bhokara, Tehsil Nagpur (Rural), District Nagpur admeasuring in the aggregate around 2 Hectares and 24 Ares and 4 Hectares and 54 Ares respectively;
- B. On 2nd June, 2001 a partition was effected amongst the above mentioned original owners in pursuance whereof the land bearing Survey No. 7 admeasuring around 2 Hectares and 24 Ares was allotted to (a) Shri Jaisingh Sukhlal Chitale and (b) Shri Dashrath Sukhlal Chitale whilst the land bearing Survey No. 56 admeasuring around 4 Hectares and 54 Ares was allotted to (a) Shri Ghanshyam Sukhlal Chitale, (b) Narsingh Sukhlal Chitale, (c) Fatehsingh Sukhlal Chitale, (d) Shri Jhamsingh Sukhlal Chitale and (e) Shri Jaggu alias Jagdish Shobharam Chitale;

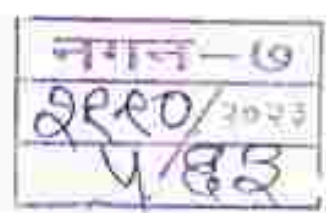


C. Immediately thereafter the said land bearing Survey No. 56 admeasuring in the aggregate around 4 Hectares and 54 Ares was sub-divided into five shares and partitioned amongst the above mentioned Shri Ghanshyam Sukhlal Chitale and four others as set out hereunder and thus:

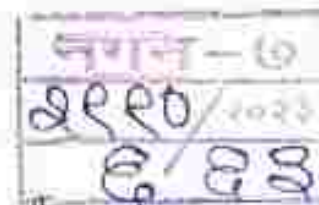
- i. land bearing Survey No. 56 and Hissa No. 1 and admeasuring around 0 Hectare and 90 Ares came to the share of Shri Ghanshyam Sukhlal Chitale;
- ii. land bearing Survey No. 56 and Hissa No. 2 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Jagdish alias Jaggu Shobharam Chitale;
- iii. land bearing Survey No. 56 and Hissa No. 3 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Jhamsingh alias Dhamsingh Sukhlal Chitale;
- iv. land bearing Survey No. 56 and Hissa No. 4 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Pattesingh Sukhlal Chitale; and
- v. land bearing Survey No. 56 and Hissa No. 5 and admeasuring around 0 Hectare and 91 Ares came to the share of Shri Narsingh Sukhlal Chitale.
- vi. Further, pursuant to the acquisition of an area of 12 Ares out of land bearing Survey No. 56 and Hissa No. 5 the area of the said piece of land thus reduced from 91 Ares to 79 Ares;

D. By and under the Sale Deed dated 17th November, 2011, registered with the Joint Sub-Registrar of Assurances, Class-2, Nagpur Rural No. 10 at Serial No. 5158, executed by Shri Ghanshyam Sukhlal Chitale as the Vendor in favour of Shri Sudeshchandra Babulaji Gupta as the Purchaser and Smt. Kalpana Ghanshyam Chitale as the Consenting Party, Shri Ghanshyam Sukhlal Chitale sold, transferred and conveyed unto Shri. Sudeshchandra Gupta the said land bearing Survey No. 56 and Hissa No. 1 and admeasuring around 0 Hectare and 90 Ares;

E. By and under the Sale Deed dated 21st December, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 7 at Serial No. 8482, executed by Shri Jagdish Subharam Chitale through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulaji Gupta as the Purchaser and Shri Sandip Indrajit Suri as the Consenting Party, Shri Jagdish Subharam Chitale sold, transferred and conveyed unto Shri. Sudeshchandra Gupta the said land bearing Survey No. 56 and Hissa No. 2 and admeasuring around 0 Hectare and 91 Ares;

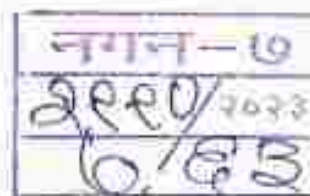


- F. By and under the Sale Deed dated 21st December, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 7 under Serial No. 8480/2011, entered into between Shri Jhamsingh alias Dhamsingh Sukhlalji Chitale, through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser and Shri Sandip Indrajit Suri as the Confirming Party, Shri Jhamsingh alias Dhamsingh Sukhlalji Chitale sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta the said land bearing Survey No. 56 and Hissa No. 3 and admeasuring around 0 Hectare and 91 Ares;
- G. By and under the Sale Deed dated 20th December, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 7 under Serial No. 8452/2011, executed by Shri Fattesingh Sukhlal Chitale through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser, Shri Sandip Indrajit Suri as the Confirming Party and Shri Ratan Fattesingh Chitale as the Consentor, Shri Fattesingh Sukhlal Chitale sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta the said land bearing Survey No. 56 and Hissa No. 4 and admeasuring around 0 Hectare and 91 Ares;
- H. By and under the Sale Deed dated 21st December, 2011, registered with the Sub-Registrar of Assurances under Serial No. 8481/2011, executed by Shri Narsingh Sukhlal Chitale through his Constituted Attorney Shri Sandip Indrajit Suri as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser and Shri Sandip Indrajit Suri as the Confirming Party, Shri Narsingh Sukhlal Chitale sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta land bearing Survey No. 56 and Hissa No. 5 and admeasuring around 0 Hectare and 79 Ares;
- I. By and under the Sale Deed dated 17th November, 2011, registered with the Joint Sub-Registrar, Class-2, Nagpur Rural No. 10 on 19th November, 2011, executed by (i) Shri Bharat Panjabrao Kudawale, (ii) Shri Prahlad Panjabrao Kudawale, (iii) Shri Dudhu Panjabrao Kudawale, (iv) Shri Ganesh Panjabrao Kudawale, (v) Shri Biharilal Panjabrao Kudawale, (vi) Sau Bhagirathabai Ramchandra Pachwe, (vii) Sau Chandrakala Sheshrao Bisre and (viii) Sau Babynanda Nemaji Chaurase therein collectively referred to as the Vendor, Shri Sudeshchandra Babulalji Gupta as the Purchaser, and Shri Rameshwar Bharat Kudawale and Sachin Prahlad Kudawale as the Consentors, the said Shri Bharat Panjabrao Kudawale and seven others sold, transferred and conveyed unto Shri Sudeshchandra Babulalji Gupta all that piece and parcel of land admeasuring about 0 Hectare and 79 Ares bearing Survey No. 64 of Mouza Bhokara, Patwari Halka No. 12-A, Tehsil Nagpur (Rural), District Nagpur;



- J. The Owner, under different Sale Deeds, purchased and is now thus seized and possessed of and otherwise well and sufficiently entitled to the said lands bearing Survey No. 56 and Hissa Nos. 1 to 5 admeasuring around 4 Hectares and 42 Ares as well as the said land bearing Survey No. 64 admeasuring around 0 Hectare and 79 Ares, totally admeasuring around 5 Hectares and 21 Ares equivalent to 52,100 sq. mtrs., more particularly described in **First Schedule** hereunder written, delineated by a red colour boundary line on the plan thereof hereto annexed as **Annexure "A"** and hereinafter referred to as "**said Land**". The Owner is thus seized and possessed of and otherwise well and sufficiently entitled to the said Land;
- K. The Owner is inter alia engaged in the business of development and construction of immovable properties;
- L. That an Agreement dated 31st August, 2012 was entered into between the Nagpur Improvement Trust ("NIT")- the Special Town Planning Authority appointed by the Government of Maharashtra for Nagpur Metropolitan Area- and the Consenter/Land Owner wherein NIT under the cover of its letter dated 7th June 2013 bearing No. B.E. (Metro)/B.P /243, originally sanctioned the layout and building plan on the Said Land of the said Land Property subject to the terms and conditions mentioned in the aforesaid Agreement. This original Lay-out and Building Plans was sanctioned by Nagpur Improvement Trust ("NIT") the Special Town Planning Authority appointed by the Government of Maharashtra for Nagpur Metropolitan Area vide its Order dated 26th March 2013. A copy of the Original layout and building plan are annexed herewith as **Annexure A**.

Further, the above said original layout and building plan was amended in accordance with Unified Development Control & Promotion Regulation for Maharashtra State (UDCPR), 2020 dated 05th December, 2020 with amendments thereof. Pursuant to the Agreement dated 23rd February, 2022 entered into between the Nagpur Metropolitan Region Development Authority ("NMRDA") the Special Town Planning Authority appointed by the Government of Maharashtra for Nagpur Metropolitan Area- and the Owner, NMRDA under the cover of its letter dated 08th April 2022 bearing No. B.E. (NMRDA)/South /Nagpur (Rural)/ No. 17119452/202012091/2553, sanctioned the said revised layout and building plan of the said Property subject to the terms and conditions mentioned in the said Agreement dated 8th April, 2022. A copy of sanctioned revised layout map is annexed hereto as **Annexure A1** and hereinafter referred to as "**Said Layout**".



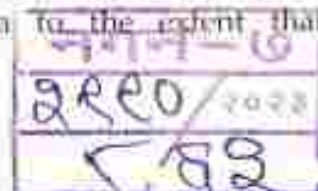
The Developer has the requisite experience and expertise in planning, designing, handling, supervising, construction, raising finance, marketing and sale of immovable properties, apartments, flats etc. The RERA registration No. P50500045227 comprise block nos. 16, 17 and 21 on the said layout which shall be known as 'Mahalaxmi City Phase-VI' (hereinafter referred as 'Said Project'). Under this agreement between the Parties, the Owner has exclusively entrusted the Developer for construction, development, sale etc. of the apartment building/units on block no. 17(B1), 17(B2), 17(B3) & 17(B4) cumulatively called hereinafter as Block No. 17 having brand name 'PICCOLO & FELICITA' in the said project on the said layout comprising additional sanctioned built-up area of 7739.312 sq. mtrs., on revenue sharing basis for the development. The proposed area under development under this agreement is more particularly described at Second Schedule hereunder and is demarcated in red color & is annexed hereto as **Annexure B**.

M. Accordingly, the parties hereto have agreed by these presents and hereto are desirous of recording the terms and conditions agreed to between them and their respective rights and obligations and have therefore decided to execute this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

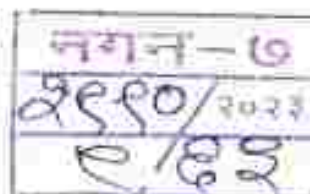
Article 1
Definitions

- 1.1. **"Agreement"** shall mean this Agreement including the Schedules and Annexures hereto, as may be amended or modified, from time to time, in accordance with the terms hereof;
- 1.2. **"Approvals"** shall include Building Permit/ Commencement Certificate, Building Completion Certificate, Building Plans, OC, Fire NOC (No Objection Certificate), Environmental Clearances, and all permissions, sanctions, approvals, NOCs; and any and all extensions, renewals, revalidations, modifications, reinstatements or other documents of like nature by whatever named called from any Authority or person;
- 1.3. **"Authorities"** shall include any national, state, provincial, municipal, local or similar governmental, regulatory or administrative authority, branch, agency, any military, revenue, environmental, railway, aviation, road and highways, police, electricity, water, drains and sewerage or building authority, any statutory authority, body or commission or any non-governmental regulatory or administrative authority, body or other organization in India to the extent that the rules,

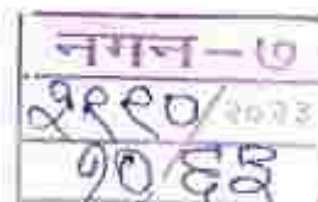


regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law or any ministry or any court, tribunal, arbitral or judicial or quasi-judicial body including the State Pollution Control Board, the Ministry of Environment and Forest, the Collectorate, the Town Planning Authority, Local Authority, Gram Panchayat, Municipal Corporation/Council;

- 1.4. **"Average Sale Price"** shall have the same meaning as ascribed to it in Clause 14.3 below;
- 1.5. **"Confidential Information"** shall have the same meaning as ascribed to it in Clause 25 below;
- 1.6. **"Common Organization"** shall mean the co-operative society/condominium/association/limited company of the purchasers of all the Flats to be constructed on the said Land or the separate society/ condominium/ association/limited company formed in respect of the different buildings/structures to be constructed on the said Land as also the Federation or Apex Body of the said different societies/ condominiums/ associations/limited companies;
- 1.7. **"Effective Date"** shall mean 07-04-2022;
- 1.8. **"Encumbrance"** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, right of pre-emption, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lispendens, acquisition, or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Scheduled Property;
- 1.9. **"Facilities"** shall include club house, swimming pool, gymnasium, parking spaces, landscaped gardens, lawns, open spaces, recreational /sports facilities, terraces, amenity space/building, back-up electricity, additional electric power, generators, intercom, internet, cable, communications, central air conditioning, air handling units, cleaning, sweeping, house-keeping, security, lighting of common areas, water pumping operation, hygiene, utility, maintenance, management or administrative services or any facility, amenity, service or revenue generating activity whatsoever available within the block no. 17 of the said project;
- 1.10. **"Flats"** shall include row houses, villas, apartments, residential units, dwellings, structures, real estate of any kind whatsoever that may be constructed in the block no. 17 of the said project on the said Land in accordance with the Laws and Approvals;



- 1.11. "Future FSI" shall mean FSI or development potential in any form whatsoever arising from or appurtenant to the said Land after Project Completion;
- 1.12. "FSI" shall mean Floor Space Index;
- 1.13. "Gross Revenue" shall mean and include the consideration/premium/rent/proceeds/revenues in whatsoever form received on the sale, lease, sub-lease, letting out, transfer, giving on leave and licence or business conducting basis or on entering into any agreement or arrangement whatsoever or on howsoever dealing with the Flats or Facilities; rent or charges from allowing the use of the Facilities, advertisements hoardings/ billboards; revenue from leasing or letting out space to telecommunication companies to put up towers and/or equipment/s; club development charges, preferential location charges, floor rise charges; amounts received for carrying out additional civil works at the instance of the Flat purchasers; or any receipts by whatever named called either in lump sum or in streams arising out of or in connection with the Project in any manner howsoever to be shared in the proportion hereinafter mentioned PROVIDED THAT amounts received by way of deposits towards legal expenses, deposits for formation of Common Organisation, electricity meter charges and deposits, water meter charges and deposits, registration and stamp duty amounts, GST, service tax, VAT, property tax, government levies/taxes and other statutory expenses ("Outgoings and Statutory Payments") shall not be taken into account while arriving at the total quantum of gross sale proceeds ;
- 1.14. "Incomplete Area" shall have the same meaning as ascribed to it in Clause 14.2/14.3 below;
- 1.15. "Law" shall include labour/environmental/revenue/military/aviation/building/police/railway laws, Development Control Regulations, Apartment Act, the Consumer Protection Act, or any statute, law, regulation, ordinance, rule, judgment, injunction, notification, rule of common law, principles of equity, order, decree, ruling, writ, bye-law, governmental approval, assessment, directive, circular, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

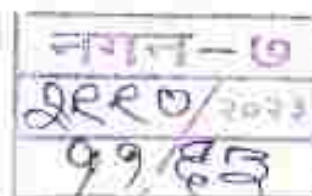


- 1.16. "Sale Agreements" shall have the same meaning as ascribed to it in Clause 3.4 below;
- 1.17. "OC" shall mean Occupancy Certificate issued by the concerned Authority upon completion of a building and shall include part OC;
- 1.18. "Project Completion" shall have the same meaning as ascribed to it in Clause 5.6 below;
- 1.19. "Vesting Document" shall mean lease/conveyance or any other instrument whereby the said Land or parts thereof are transferred to the Common Organisation pursuant to Apartment Act.

Article 2 Interpretation

In this Agreement unless the context requires otherwise:

- 2.1 Reference to the singular includes a reference to the plural and vice versa;
- 2.2 Reference to any gender includes a reference to all other genders;
- 2.3 Reference to an individual shall include his legal representative, successor, legal heir, executor, assignee and administrator;
- 2.4 Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 2.5 Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this Agreement;
- 2.6 Headings in this Agreement are inserted for convenience only and shall not be used in interpretation;
- 2.7 Any word or phrase defined in the body of this Agreement as opposed to being defined in Article 1 above shall have the meaning assigned to it in such definition Local Authority throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
- 2.8 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

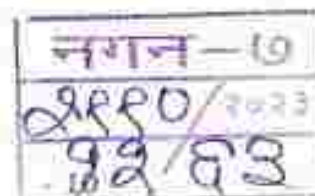


- 2.9 The use of the word "includes" or "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 2.10 The schedules, annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral Part of this Agreement;
- 2.11 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s);
- 2.12 The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim to be read and construed accordingly.

Article 3

Development Rights

- 3.1 Subject to the retention of Future FSI the Owner doth hereby grants, transfers and entrusts unto the Developer development rights to utilize and exploit the full development potential available in respect of the block no. 17 in the said layout on the said Land on revenue sharing basis as per the terms hereof for development and construction of building/ Flats together with the development and construction of Facilities and other infrastructure as per the Approvals sanctioned by the Authorities by utilizing and consuming the maximum FSI of the said block no. 17 to the utmost extent as may be feasible under the present Laws and sell the Flats/Facilities/ constructed premises in the manner setout hereinafter and the Owner further agrees to ultimately transfer the said Land constructed thereon to the Common Organization of the Flat purchasers. The Owner, however, reserves his rights over the Future FSI that may be made available in respect of the said Land and shall be entitled to consume the entire Future FSI so available without any permission/ NOC from the Developer and/or the individual Flat purchasers and/or the Common Organization and without any recourse to any of them.
- 3.2 The Developer alone entirely at its own costs and expenses shall be responsible for the quality of construction, costs, planning, aesthetics, sales, promotion and marketing of building to be constructed on block no.17. The Owner and the Developer shall mutually decide on the design and specifications of the Flats, concept and layout of the block no. 17 of the said project' and the related Facilities, infrastructure, open spaces and amenities to be therein provided. The amenities, open spaces, infrastructure, lanes, bye-lanes, internal roads developed by the Developer in the block no. 17 of the said project' shall also be available to the Owner for the purpose of the development on the said Land.



- 3.3 The Developer shall carry out the development in accordance with the prevalent Laws and duly comply with all conditions and requirements as may be imposed under the various Approvals. For the purposes of the development of the block no. 17 of the said project the Owner shall extend full co-operation to the Developer as the Developer may reasonably require including but not limited to signing of the requisite applications, documents, papers, memoranda, petitions and assurances in law.
- 3.4 It is agreed that price of Flats shall be mutually decided by the Parties hereto from time to time. In case of disagreement on the pricing, the price suggested by the Owner shall prevail. The Developer shall have the right to market, sell and otherwise dispose-off the Flats and Facilities comprised in the block no. 17 of the said project on the other terms and conditions deemed appropriate by the Developer. The marketing rights shall include the right to sell/transfer/ dispose of signage/display rights (whether on hoardings or on terraces or otherwise by means of home media) on the terms and conditions from time to time as may be deemed appropriate by the Developer. The Project shall be marketed and promoted under the brand "**Mahalaxmi City**"; the said expression shall not be omitted unless mutually agreed.
- 3.5 The Developer shall be entitled to negotiate, transact and conclude transactions with the Flat purchasers and the Gross Revenue shall be shared between the Owner and the Developer in the ratio and manner set out in Clause 5 hereunder. However, the typical Agreements for Sale to be entered into with the Flat purchasers pursuant to the provisions of applicable laws shall be executed by the Developer jointly with the Owner ("**Sale Agreement/s**"). It is clarified that no such Sale Agreement shall be executed by the Developer without making the Owner a party thereto.
- 3.6 The Developer shall manage the day-to-day affairs of the Project and shall be in-control and charge thereof and use its technical know-how, experience and expertise to manage and maintain the block no. 17 of the said project, the Flats, Facilities and infrastructure to be developed therein till such time as a Common Organization is formed and the said Land is transferred to such Common Organization.
- 3.7 The Developer shall complete the construction and development of the said Project as also dispose-off all the Flats and Facilities therein within 5 years from the Effective Date i.e. 10-05-2022 (i.e. the commencement date of the block no. 17 of the said project). The Developer shall also adhere to the timelines subject to Force Majeure as set out in Clause 21 hereunder in which case the timelines may be extended after mutual discussions between the parties hereto.

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Article 4
Deposit Amount

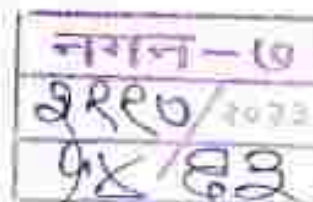
Nil

Article 5
Revenue Sharing & Designated Accounts

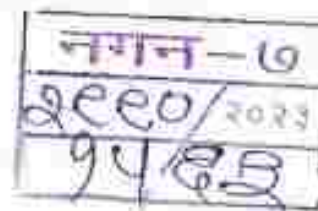
- 5.1 It is agreed between the Parties hereto that the Owner shall be entitled for a residential Apartment no. FELICITA F-701 having carpet area of 87.37 Sq. Mtrs on 7th Floor in the block no. 17(B4) of the said project constructed in accordance with the approved layout plan together with Gross Revenue share in the proportion of 27:73 (Owner: Developer).
- 5.2 The Developer hereto shall open a bank account with a reputed Bank which shall be operated by the Developer and shall be employed for execution of the block no. 17 of the said project.
- 5.3 NIL
- 5.4 NIL
- 5.5 The Project shall be deemed to be complete (a) only upon the receipt of full Completion Certificate/OC for the block no. 17 of the said project and all the buildings/Flats constructed thereon and (b) the ultimate transfer of the said Land in favour of the Common Organisation ("Project Completion"). Any FSI or DFR or development potential arising out of the said Land after Project Completion or any Future FSI shall vest absolutely with the Owner.
- 5.6 The Owner may appoint a practicing Chartered Accountant for certifying the Gross Revenue received by the Developer from the Project. For the aforesaid purpose, the Developer shall extend all its co-operation and shall produce all the relevant records to the Chartered Accountant appointed by the Owner. The cost of such certification shall be borne by the Owner alone.

ARTICLE 6
Owner's Representations and Warranties

- 6.1 The Owner hereby declares, confirms and covenants that subject to the set-back and other terms and conditions disclosed in the Approvals, the mortgage disclosed in recital above:
- (a) the Owner is the absolute legal and beneficial owner of the said Land and his title thereto is clear and marketable and free from all reasonable doubts.



- (b) the said Land is free from encumbrances and is not subject to any tenancy or any sub-tenancy, charge, lease, license, lien, mortgage, gift, inheritance, easement, trust, injunction or any such encumbrances and the Owner has not given his guarantee for recovery of loan etc. to any person or persons/banks/ financial institution or any other third party whereby the right of the Owner to grant development cum sale rights in respect of the Land or any part thereof is affected;
- (c) there are no suits or proceedings nor notice of lispendens nor attachment either before or after judgment pending in respect of the said Land or any part thereof in any court including Debt Recovery Tribunal whereby the rights of the Owner are jeopardized;
- (d) there is proper access to the said Land from Outer Ring Road, which the Developer acknowledges having notice of;
- (e) there is no attachment, prohibitory order or injunction in respect of the said Land or otherwise any liabilities affecting the said Land or any part thereof whereby the rights of the Owner are affected and/or the Owner is restrained from developing and selling the Flats as envisaged in these presents;
- (f) the said Land is demarcated and surveyed and there is no dispute regarding the boundary thereof and shall remain physical possession with owner of Said land.
- (g) no petitions or proceedings for insolvency of the Owner or any of them are pending before any Court of Law or other Competent Authority by or against the Owner or any of them by their creditors or any other person or persons;
- (h) no notice or notification for acquisition or requisition under the Land Acquisition Act or any other Act or statute for the time being in force or from the Government or the Municipal Corporation or any other public body or authority has been received, served or issued affecting the development of the said Land or any part thereof and the Owner is entitled to develop and/or cause to be developed the said Land, in accordance with the Approvals and in accordance with the terms and conditions on which various such Approvals will be granted;



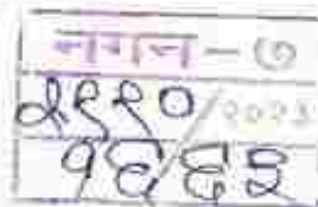
- (i) there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the taxation authorities or any other State or Central Government Department or other local bodies or authorities in any manner affecting the said Land or any part thereof;
- (j) there are no estate duty, wealth tax, income tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities and/or pending before any authority whereby the rights of the Owner in respect of the said Land are affected;
- (k) all outgoings in respect of the said Land and other taxes have been paid for the period upto date by the Owner and the Owner shall keep the Developer fully and effectively indemnified against the same;
- (l) as far as the Owner is aware, there are no other circumstances or factors within their knowledge preventing or restraining them from granting the development rights in respect of the said Land to the Developer in the manner contemplated herein.

6.2 The Owner hereby agrees to indemnify and keep indemnified save and harmless the Developer from and against all losses, damages, litigations, claims, demands and costs that may be made and/or raised by anyone or incurred by the Developer as a result of any of the statements, declarations, representations or confirmations herein contained being found to be untrue or incorrect.

ARTICLE 7

Owner's Obligations and Undertakings

- 7.1 The Owner hereby agrees, undertakes and covenants as under:
- (a) to clear at his own cost all defects in his title to the said Land including by way of payment of nazarana, if necessary;
 - (b) to pay all rates, taxes, dues in respect of the said Land till execution hereof;
 - (c) to initiate and file suits, petitions, appeals, complaints, actions etc. for the purpose of enforcing his rights or any matter arising in respect of the said Land in so far as it relates to the title of the said Land or defend any suit brought against the Owner relating to his rights/ownership/title to the said Land at the Owner's costs;



- (d) during the subsistence of this Agreement not to alienate, encumber or otherwise transfer the said Land or any part thereof and/or his rights therein nor do or cause or permit to be done or abstain from doing any act which may prejudicially affect the rights the Developer;
- (e) to co-operate with the Developer in getting the plans of the buildings sanctioned from Local Authority and for obtaining other permissions from the concerned authorities and generally for development of the block no. 17 of the said project on the said Land and for the said purpose to sign all the necessary papers, forms, applications, affidavits, bonds etc. PROVIDED THAT all costs, expenses and charges in relation thereto are borne and paid by the Developer alone;
- (f) to execute/cause to be executed the Vesting Document in favour of the Common Organisation in terms of the Agreement /s to Sell entered into with the prospective purchasers pursuant to the provisions of applicable laws, to lodge and present the same or cause the same to be lodged or presented in the office of the concerned Sub-Registrar of Assurances and to admit execution thereof before it; all costs and expenses including stamp duty and registration charges in relation thereto shall, however, be borne and paid by the Common Organisation or the prospective purchasers of Flats and not the Owner.

7.2 Immediately upon execution of this presents, the Owner has handed over the premises of block no. 17 of the said project to the Developer for the purpose of development and construction thereof and perform its obligations in general pursuant to this agreement between the parties.

ARTICLE 8

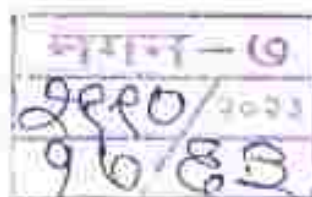
Developer's Obligations and Undertakings

8.1 The Parties hereto agree, acknowledge and confirm that prior to the execution of this Agreement the Owner has, at the costs and expenses of the Developer, entered into an Agreement with Local Authority and obtained the requisite Approvals.

Any further and other Approvals or revalidation/revision thereof shall be obtained by the Developer alone entirely at its own costs, risks and consequences:

8.2 The Developer shall undertake and comply with the following obligations entirely at its costs, risks, expenses and consequences:

- a. to prepare building plans and obtain further necessary Approvals in respect thereof;



b. to develop the block no. 17 of the said project, carry out construction of the Flats and Facilities as per sanctioned building plans and Approvals and for the said purpose the Developer may appoint contractors or sub-contractors provided that the overall responsibility of the work shall be of the Developer alone;

c. to engage architects, RCC consultants, structural engineers, security personnel, contractors, sub-contractors and other professionals, advocates and solicitors etc.;

d. to bear and pay the entire cost of construction and development (including but not limited to the premium and deposits payable on revision of plans, scrutiny fee, development charges, charges for obtaining the Approvals, deposits payable to the Authorities, municipal taxes, LUC taxes, cost of labour, and building material, fees payable to architects, RCC consultants, structural engineers, security personnel, contractors, sub-contractors and other professionals, electricity and water charges, insurance premium, the cost of planning, scheduling, marketing, amendment to approvals, cost of finance, etc.);

e. to ensure that the construction work is of good quality, material and workmanship;

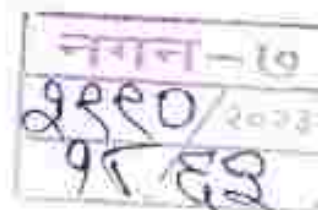
f. to take appropriate workmen's compensation insurance policy to cover the risk of any claim that may arise on account of any injury or death caused or suffered by any workmen employed at the site;

g. to take out an insurance policy against any third party claim that may arise on account of any mishap or accident at the site, against the loss of building materials by theft, riot, distraction or fire, and generally take a comprehensive insurance in respect of the Project;

h. to revalidate the Approvals so far obtained, if necessary;

i. to pay all financial impositions, rates, outgoings, rents, property taxes, cess, levies, dues etc. in respect of the block no. 17 of the said project' from the date hereof;

j. to arrange for finance and fund required for the development of the block no. 17 of the said project' and make timely repayment of the finance raised by it;



k. to promote, market and sell the saleable area in the block no. 17 of the said project and deposit the entire Gross Revenues only in the Designated Collection Accounts as set out in Clause 5 above. The Developer shall cause the Flat purchasers to make payments for the Flats purchased only in the name of the Designated Account;

l. to complete the block no. 17 of the said project in accordance with the timelines stipulated in hereunder written, subject to Force Majeure as set out in Clause 16 below;

m. after the completion of the construction of the Flats, Facilities and the buildings, to obtain Completion Certificate / OC from Local Authority or the concerned Authority. Any refund of the deposits made to Local Authority or the concerned Authority by the Developer in this regard shall exclusively belong to the Developer.

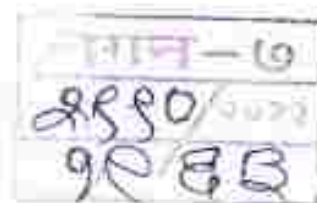
8.3 During the entire process of development envisaged in this Agreement, the Developer shall be solely responsible for addressing the concerns/disputes raised by the Flat purchasers and customers and shall at its own costs and expenses resolve the concerns/disputes raised by them. The concerns and disputes shall be addressed and resolved by the Developer in the best interests of the development of the block no. 17 of the said project as envisaged herein considering the commercial exigencies and within a reasonable period from the time such concerns and/or disputes have been raised by the Flat purchasers or customers.

8.4 The Developer shall comply with all the provisions of applicable laws including the Apartment Act and shall be solely liable for any fines, penalties etc. that would be imposed upon either the Owner and/or the Developer in their capacity as "promoters".

8.5 The Developer shall provide the following reports to the Owner:

- annual sales and collection plan on or before 30 days of commencement of each financial year;
- quarterly Project review report, which shall be reviewed among the Parties hereto;
- monthly sales and collection report within a period of 10 days from the end of each month;
- sales and collection report as and when requested by the Owner.

The Developer shall facilitate inspection of the Project by the Owner or its nominees as and when requested by the Owner.

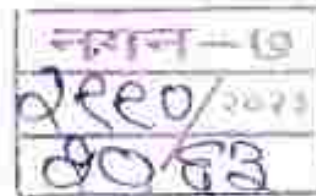


- 8.6 The Developer alone shall be responsible for complying with all the statutory obligations / liabilities with respect to all the Laws governing the construction of the Project and the sale thereof.
- 8.7 The Developer shall ensure and be liable for collection, recovery and payment of GST, service tax and VAT, if applicable, from the Flat purchasers.
- 8.8 The Developer shall be liable and responsible for any third party claims including on account of any kind of labour dues arising out of accident, injury and/or death of the labour, contractor, worker, third party and arising out of any claims from any contract entered into by the Developer for the Project.
- 8.9 The Developer shall at its own cost and expense rectify any defects, utilities, services, leakages, pipe breakings, etc. in the Project during the period of construction as also for after the Project Completion.
- 8.10 The Developer alone shall be responsible to various Authorities for compliance of all the Laws, statutory regulatory requirements applicable to it including the Laws relating to the Flat purchasers/customers/consumers.

ARTICLE 9

Developer's Representations and Warranties

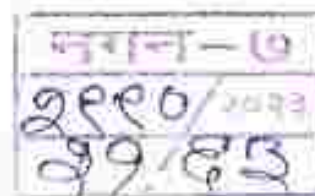
- 9.1 Notwithstanding the Representations and Warranties made by the Owner under Clause 6.1 above the Developer has made an independent investigation into the Owner's title to the said Land and is satisfied that the same is clear and marketable free from any encumbrances and claims.
- 9.2 The Developer shall ensure that the development of the Project is as per the Approvals and the Laws for the time being in force applicable to the Project.
- 9.3 The Developer shall ensure immediate communication in writing to the Owner of any information which may come to its or which may or is likely to affect the development of the block no. 17 of the said project' and/or prejudice the rights, benefits and interests of the Owner.
- 9.4 The Developer shall provide to the Owner the original building plans, orders, Approvals of Local Authority or other concerned Authorities, correspondence exchanged with the Authorities or any writing of whatsoever nature relating to the development of the block no. 17 of the said project' within 15 days from the date of receipt / dispatch.



- 9.5 The Developer shall provide to the Owner copies of all deeds, sale agreements, etc. entered into by it with third parties and shall forthwith furnish to the Owner, any order, circular, notice, notification, directive, etc. which may be served upon or received by it which is / are issued by any Authority, or by any other person.
- 9.6 The Developer shall from time to time on request endeavor to provide to the Owner all data, documents, information as may be deemed necessary or reasonably required by the Owner and which is in possession of or available with the Developer.
- 9.7 The Developer hereby represents that it is duly organized and validly existing under the Law applicable to it. The Developer has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein. The execution, delivery and performance by the Developer of this Agreement has been duly authorized and approved by its board of directors and no other corporate action on its part being necessary for the same.

ARTICLE 10 Mortgage Rights

10. The Developer may raise/ borrow construction finance from Financial Institutions / Banks/Corporate bodies etc. for the development of the Project by securing its rights under this Agreement, provided always and subject to the following conditions viz;
- all the finance will be raised by the Developer in its own name and shall be at its sole and entire risk, costs and consequences and the Owner shall not be liable and/or accountable and/or responsible for the same and/or for repayment of any amount due to the Financial Institutions/Banks;
 - the Developer shall alone be responsible for the repayment of all such facilities and shall keep the Owner indemnified in respect of any default that may occur in such repayment or in respect of any default in relation thereto;
 - the finance raised by the Developer shall be utilized only for the purpose of development of the Project;



- d. in case the Developer is unable to raise finance solely on the basis of this Agreement, then the Owner shall at the request of the Developer allow the Developer to create an mortgage of the block no. 17 of the said project'. However, the Developer alone shall be responsible for repayment of such mortgage and for complying with the conditions thereof and shall indemnify and keep indemnified the Owner in respect thereof.

ARTICLE 11

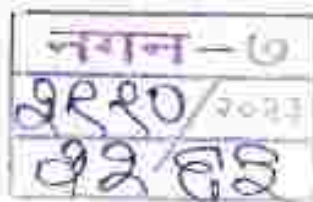
Acquisition by the Authorities:

11. NIL

ARTICLE 12

Indemnities by the Developer to the Owner

- 12.1 With effect from the execution hereof, the Developer shall indemnify and keep indemnified the Owner against any costs, charges, expenses, consequences, losses, damages, penalties, fines, disputes, suits, demands, notices, prosecutions, actions, proceedings, litigations, claims, liabilities of whatsoever nature arising out of:
- a. the acts of development and construction and other allied acts/ omissions on the part of the Developer in carrying out the block no. 17 of the said project' including but not limited to any notices, demands, claims, objections, proceedings or actions that may be taken or adopted by any Authority or any prospective purchasers or third parties, suppliers, contractors, professionals, consultants or other workmen appointed/employed in connection with the development of the block no. 17 of the said project';
 - b. the development and construction work carried out by the Developer, any liability under the applicable Laws including that of ESI, P.F., Workmen's Compensation as also non-compliance or default by the Developer of any of its obligations herein contained;
 - c. all construction defects (latent and patent) in connection with the block no. 17 of the said project' and the Developer shall rectify the same at its own costs;
 - d. the acts of the Developer pursuant to the Power of Attorney, if any, executed by the Owner or any other writing of whatsoever nature given by the Owner pursuant to this Agreement;



- e. any dispute with any of the Flat purchasers for any reason whatsoever or any third party claim or on account of default in payment of taxes, statutory payments, etc.,
- f. any claims that may be received from the Flat purchasers due to delay in completion of the Project or any part thereof or due to delay in handing over possession of the Flats /Facilities or any defect in the construction or non-compliance by the Developer of its obligations under the Sale Agreements as also under the various Laws relating to Flat purchasers and against any damages or penalties or refunds to be made or payable to the Flat purchaser/s.

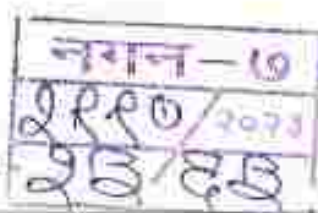
12.2 The Developer shall indemnify and keep indemnified the Owner from and against all demands, notices, claims, actions or proceedings that may be made, taken or adopted by any person claiming from or on behalf of the Developer and/or their nominee/s in respect of any acts, deeds, matters or things done, executed or performed and/or cause to be done, executed or performed by virtue of these presents and from and against any breach by the Developer of any provisions of the State Apartment Act, any amounts payable by way of fines, penalties, etc. payable to unit purchasers under any statutes, the terms and conditions of the Approvals of any Authority including the Local Authority in respect of the Project and further indemnify and keep indemnified the Owner of all expenses, losses, damages, penalties or suits of any nature arising out of or in connection with the development of the Project by any acts or omissions of the Developer or defaults for failure or breach of its covenants, obligations, representations and/or warranties by the Developer.

12.3 It is clarified that the Owner is responsible only in respect of his title to the said Land and shall indemnify the Developer only in respect thereof as set out in Clauses 6.2 above.

ARTICLE 13

Developer's Event of Default

13. Each of the following events shall be considered as an event of default ("Event of Default"):
- a. Any material breach by the Developer of its obligations, covenants and undertakings contained herein; and/ or
 - b. Failure on the part of the Developer to complete the Project as stipulated under clause 3.7 above or adhere to the timelines set out hereunder written; and/ or
 - c. Failure on the part of the Developer to construct the Project in accordance with the Approvals and in terms of the prevailing Laws; and/ or



d. Any act of commission or omission by the Developer which hampers the development, occupation or sale of the Flats and Facilities; and/ or

e. Failure on the part of the Developer to adhere to sharing of the Gross Revenue including incremental revenues received from the Flat purchasers in the manner set out under this Agreement.

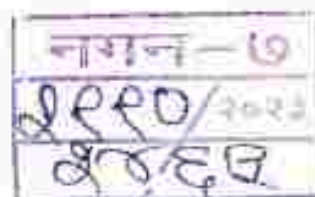
ARTICLE 14

Consequences of the Developer's Event of Default

- 14.1 Upon the occurrence of Event of Default save and except the default under Clause 13 (b) the Owner shall deliver to the Developer a notice of default. The Developer shall remedy the said default within a period of 90 days from the date of such notice. In the event that the Event of Default is capable of being remedied but has not been so remedied; and where the Event of Default is incapable of being remedied, then the Parties shall refer the matter to the Owner herein and arrive at an amicable solution, which shall be binding on both the Parties.
- 14.2 It is further agreed between the Parties hereto, that in the event of the Event of Default stated at Clause 13 (b) above, the Owner shall be entitled to claim and receive from the Developer and the Developer shall be liable to pay to the Owner an agreed and pre-determined liquidated damages not in the nature of penalty calculated @ 15% p.a. compounded quarterly on the Owners' share in Gross Revenue pertaining to the remaining Incomplete Area on a monthly basis within 10 days of end of each month. For the purpose of this Clause, the Gross Revenue shall be calculated as the Incomplete Area multiplied by the last Average Sale Price of the preceding 4 financial quarters less any collections received towards Gross Sales Revenue on such Incomplete Area, if it has been sold. The Developer shall continue to pay such liquidated damages till the default is remedied entirely or the Owner exercises the option as set out under the sub-clause.
- 14.3. For the purpose of this clause, Incomplete Area shall mean the area pertaining to the buildings which is not completed in all respects or the area or FSI Building Plans in respect whereof have been made and sanctioned but no construction has taken place or the available but unconstructed FSI.

The Average Sale Price of Flats shall be as follows:

$$\text{Average Sale Price of Flats} = \frac{\text{Gross Sales Revenue of flats sold}}{\text{Saleable area of the flats sold}}$$



- 14.4 If The Developer fails to pay such liquidated damages for 6 months, then the Owner shall have the right (but shall not be bound) to step in and take over the Project in order to fulfill the obligations undertaken by the Developer under this Agreement, at the cost and risk of the Developer after giving 15 days' notice in writing. It is being agreed between the Parties hereto, that in such an event, the Developer shall vacate the said Land premises and the block no. 17 of the said project' and cease to carry out any further activities on the said Land and all the amounts expended by the Owner for fulfillment of such obligations shall be recovered by the Owner from the Developer's share of Gross Revenue. Any loss suffered by the Owner during the fulfillment of such obligations shall be recovered from the Developer. Thereupon the share of the Developer in the Gross Revenue under Clause 5 above shall ipso facto and automatically stand reduced to 50% and the revised revenue sharing ratio between the Owner and the Developer shall be 50:50 respectively. The Developer shall be bound and obligated to extend its full co-operation to the Owner as the Owner may reasonably require, including but not limited to altering any standing instructions given to the Bank in respect of the operation of the Designated Account, furnishing all the relevant records, agreements, extracts from its books of accounts, etc. with respect to the block no. 17 of the said project' as may be required by the Developer, signing of requisite applications, documents, papers, memoranda, petition, assurances in law or any other writing whatsoever with a view to enable the Owner to fulfill the obligations undertaken by the Developer under this Agreement. Upon the Owner exercising its rights under this Clause to fulfill the obligations undertaken by the Developer under this Agreement, the Power of Attorney, if any, granted by the Owner shall stand automatically revoked without any further writings. Further, the Developer shall execute all such writings and documents including Irrevocable Power of Attorneys as may be required by the Owner to give effect to the aforesaid clause.

ARTICLE 15

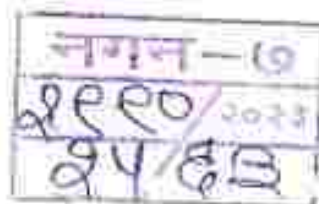
Stamp Duty and Registration Charges

- 15.1 The stamp duty and registration charges in respect of this Agreement or the Power of Attorney or any other ancillary or incidental document or any other incidental charges thereto shall be borne and paid by the Developer alone.

ARTICLE 16

Force Majeure

- 16.1 The Developer shall be entitled to reasonable extension of time for completion of the development of the block no. 17 of the said project' if the completion of the same is delayed on account of:

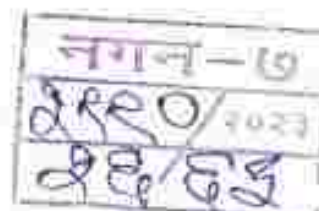


- a. genuine non availability of steel, cement, sand and aggregates, water or electric supply;
- b. riots, strikes, war, terrorist attack affecting the Project, civil commotion, earthquake, fire, accident or act of God;
- c. any notice, order, rule notification of the Government and/or other public or competent authority or any Act, Ordinance, Statutes, Rules, Regulations, Bye-laws, Notifications by Government (State and Central) or municipal or other local bodies or competent authorities, save and except where such notice or order have been issued on account of any default or negligence on the part of the Developer;
- d. prohibitory order or injunction or directive of any government tribunal, quasi-tribunal, local or public body or authority or court or competent authority or any order directive which may be passed by a court or tribunal (judicial or quasi-judicial) or other competent authorities as a result whereof the construction activity on the Project or any part thereof cannot be proceeded with and not attributable to any default or negligence on the part of the Developer.

ARTICLE 17

Further Assurances

- 17.1 It is understood that from time to time to facilitate uninterrupted development of the block no. 17 of the said project' by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things as may be required by the Developer for the purpose of the development of the block no. 17 of the said project' and the Owner also undertakes to sign and execute all additional applications and other documents including a Power of Attorney and if required present/lodge the same for registration before the concerned Sub-Registrar of Assurances, admit execution thereof and take all steps to have the same registered provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.



- 17.2 Similarly, the Developer shall do and execute all further acts, deeds, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.

ARTICLE 18

Assignment

- 18.1 Neither Party shall be entitled to assign the benefit of this Agreement or their obligations to any third party, without the prior written consent of the other Party. Both the assignor and assignee shall abide by all the terms and conditions of this Agreement.

ARTICLE 19

Relation between the Parties

- 19.1 It is clearly agreed and understood by and between the Parties hereto that this Agreement does not amount to a partnership or joint venture or association of persons and each Party will carry out its obligations independently. It is expressly agreed that neither Party shall act as deemed agent of the other.

ARTICLE 20

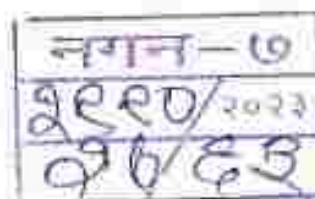
Governing Law & Arbitration

- 20.1 This Agreement shall be governed in all respects by the Laws of India and the competent courts at Nagpur shall have exclusive jurisdiction.
- 20.2 If at any time any difference shall arise between the Parties hereto in regard to the Project or in regard to the construction and/or interpretation of any of the clauses herein contained or to any decision, act or thing to be made or done in pursuance hereof or to any other matter or thing relating to the block no. 17 of the said project or this Agreement or the affairs hereto as also to any question of law arising, the same shall be referred to a sole arbitrator appointed by the Owner hereto and be subject to the provisions as to arbitration contained in the Arbitration and Conciliation Act, 1996 including any amendment or modifications or re-enactment thereof.
- 20.3 The Arbitration proceedings shall be held in Nagpur and the Courts in Nagpur shall have the jurisdiction in the matter.

ARTICLE 21

Non-Waiver

- 21.1 No failure on the part of either Party hereto to exercise, and no delay in exercising any rights hereunder nor any indulgence shown by any Party hereto shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.



ARTICLE 22

Notice

- 22.1 All notices, requests or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when despatched by registered mail with return receipt or sent by courier as follows:
- a) If to the Developer to:
DADA HOMES PRIVATE LIMITED
Carnival House, Near Dindoshi Fire Station,
Off. General A.K. Vaidya Marg,
Malad (East), Mumbai - 400 097.
- b) If to Owner to:
MR. SUDESH CHANDRA GUPTA
Bella Stanza A-102, Ramnath City,
Land No. 66 (Part, Bokhara, Koradi Road,
Nagpur-441111,
or to such other address as communicated in writing by registered mail to the other Party in accordance with this Clause.

ARTICLE 23

Partial Invalidity

- 23.1 If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of the Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provisions.

ARTICLE 24

Alteration and Modification

- 24.1 Any additions, deletions, amendments, alterations and/or modifications of to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties hereto.

ARTICLE 25

Prior Documents

- 251 It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto, that this Agreement supercedes all documents / writings executed or exchanged between them heretofore, if any, and that this Agreement represents the entire agreement and understanding between them regarding the development of the block no. 17 of the said project.



ARTICLE 26
Confidentiality

- 26.1 The Parties agree to keep the terms of this Agreement, all matters relating to or connected with its operation and all information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and being of a confidential nature ("Confidential Information") confidential at all times and not to disclose the Confidential Information to any third party. However the Party shall disclose the information if required by law or regulation or requirement of a stock exchange or in any offer document or by any court of competent jurisdiction, any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided that, so far as it is lawful and practical to do so prior to such disclosure.

ARTICLE 27
Counterparts

- 27.1 This Agreement shall not be executed in counterparts and the original shall be retained by the Owner whilst a copy thereof shall be furnished by the Owner to the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO
(description of the said Land)

All that piece and parcel of non-agricultural land bearing Survey No.56, Hissa No.1,2,3,4 and 5 and Survey No. 64 of Village (Mouza) Bhokara, Patwari Halka No. 12-A, Tehsil Nagpur (Rural), District Nagpur, State Maharashtra admeasuring in the aggregate about 5 Hectares & 21 Ares and bounded as under :

On the North: Outer Ring Road;

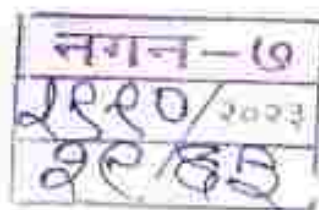
On the South: Khasra No. 63 & 70 of Village (Mouza) Bhokara;

On the East : Ramnath City & Kh. No. 55 of Village (Mouza) Bhokara; and

On the West : Khasra No. 57 & 63 of Village (Mouza) Bhokara.

THE SECOND SCHEDULE ABOVE REFERRED TO
(description of the block no. 17 of the said project)

The project is a Group Housing Building in the said layout carved on land as per First Schedule bearing Block No. 17 i.e. block no. 17(B1), 17(B2), 17(B3) & 17(B4) having additional sanctioned builtup area of 7739.312 Sq. Mtrs. [underneath land area as per sanctioned Plan = 870.75 Sq. Mtrs.] and demarcated by its boundaries as -



North : Open Area;
South : Project Compound Wall;
East : Amenity Space B & Open Area; and
West : Open Space/ Area.

situated on the Plot bearing Survey Kh. No. 56/1, 56/2, 56/3, 56/4, 56/5 & 64, demarcated by its boundaries 21.231507° N & 79.073026° S, Outer Ring Road to the North Khasra No. 63 & 70 to the South Khasra No. 66 & Khasra No. 55 to the East Khasra No. 57 & 63 to the West of Division Nagpur, Village Bhokara, Taluka Nagpur, District Nagpur, PIN 441111.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by
the within named Owner
SUDESHCHANDRA BABULALJI GUPTA
in the presence of Adv. S.M. Khedker



[Handwritten signature]



[Handwritten signature]

SIGNED AND DELIVERED by
the within named Developer
DADA HOMES PRIVATE LIMITED
through the hands of its authorized Signatory
Shri Duryodhan S. Hadke
authorized by resolution dated 30.07.2022
in the presence of...

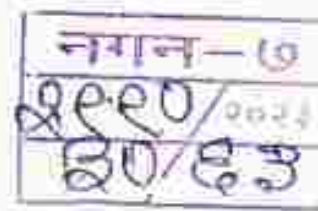


[Handwritten signature]



[Handwritten signature]

Kishor S. Konyarkar



विकासन करारनामा , अभि. नि. प्र.क्र. १४७/२०२२

सादर :-

विषय : मुल्यांकन अहवाल

सीमा — भोकारा , तहसिल — नागपूर ग्रामीण , जि. नागपूर , सर्वे क्र. ५६ (हिस्सा १, २, ३, ४, ५), ६४

प्रकरणी दस्तावेजानुसार उपलब्ध माहिती :-

- १) लिहून देणार — श्री. सुरेशचंद्र बाबूलालजी गुप्ता
- २) लिहून घेणार — मे.दादा होम्स प्रा.लि.तर्फे श्री. दुरोधन शिवाजी हाडके
- ३) लिहून घेणारा पक्ष संस्था / कंपनी आहे काय - होय (डेक्कलपर्स)
- ४) दस्तावेज प्रकार - विकासन करारनामा (Revenue sharing + २ मिठा बांधकाम क्षेत्र विभागणी)

- ५) दस्त निष्पादित आहे/नाही? - नाही
- ६) दस्तातील एकूण भूखंड क्षेत्रफळ - ८७०.७५ चौ.मी.
- ७) कॉर्नर भूखंड आहे काय? - नाही
- ८) हायवे सन्मुख आहे काय? - नाही
- ९) दस्तात दर्शविलेला मोबदला - निरंक

१०) विकासन करारनामानुसार

जमीन मालकाचा हिस्सा — विकासक जमीन मालकाला १ सदनिका देत आहे.

११) विकासन करारनामानुसार विकासक जमीन मालकाला देत असलेले बांधकाम क्षेत्र —

= ८७.३७ sq.mt. Carpet Area.

१२) डिपॉझिट रक्कम नमूद आहे काय? — नाही

१३) विकासक जमीन मालकाला किराया रक्कम देणार आहे काय? - नाही

१४) अतिरिक्त दस्तात नमूद बाबी :-

As per schedule of property and attached sanctioned building plan Additional Built up area - ७७३९.३१२ sq. mt.

१५) वर्ष २०२२-२३ चे बाजार मूल्यदर तक्त्यानुसार —

मूल्य विभाग क्र. २.४.२, जमीन दर — ७८७०/- प्र.चौ.मी., गुळ क्र. — १२२०

१७) विकास योजना / प्रादेशिक योजना प्रस्ताव, आजूबाजूच्या अनुज्ञेय वापर, मिळकत रस्त्यापासून अंतरात / रस्त्या सन्मुख आहे/नाही?, झोन / आरक्षण / विनशोती / शोती अगर ना विकास —

१८) बाजार मूल्यदर तक्त्यातील दरानुसार अंमलबजावणी सूचना ३२ चे अनुषंगाने ठोणारे मुल्यांकन आकडेवारी :-

नगन-७
२६२०/२०२३
३९/६३





1964

(अ) जमीन मालकास भिळणा-चा हिश्याचे मूल्य -

१) जमीन मालकाच्या हिश्याच्या बांधकाम क्षेत्राचे बांधकाम दरानुसार येणारे मूल्य (Flat)

$$= (८७.३७ * २६) * २३९५८ = ९६.१०७ * २३९५८ = २३,०२,५३२/-$$

२) जमीन मालकाच्या हिश्याच्या बांधकाम क्षेत्राचे बांधकाम दरानुसार येणारे मूल्य (Revenue Percent)

$$= (७७३९.३१२ - ९६.१०७) * ०.२७ * २३९५८ = ७६४३.२०५ * ०.२७ * २३९५८ = ४,९४,४३,२९५/-$$

एकूण रुपये - ५,१७,४३,८२७/-

(ब) विकसनकर्त्यास भिळणा-चा हिश्याचे मूल्य -

Total additional Built up area sanctioned area - ७७३९.३१२ sq.mt.

विकसनकर्त्याच्या हिश्याचे बांधकाम क्षेत्र = (७७३९.३१२ - ९६.१०७) * ०.७३ = ५,५७९.५४० चौ.मी.

जमीन दर - ७८७०/- प्र.चौ.मी.

$$\text{मूल्य} - ५,५७९.५४ * ७८७० = ४,३९,१०,९८०/-$$

एकूण मूल्य = ४,३९,१०,९८०/-

विकसन करारनाम्यात निश्चित होत असलेले एकूण मूल्य रुपये - ५,१७,४३,८२७/-

(अ) व (ब) यापैकी जास्तोचें मूल्य - (अ)

मान्य / अमान्य

सहाय्यक नगर रचनाकार

दिनांक - १५/०२/२०२३

सह जिल्हा नियंत्रक वर्ग-१,
नागपूर शहर

टिप: सांबत Building Plan sanctioned attached आहे. FSI चा खर्च Owner ने केला असल्याने owner या हिश्यात Add केलेले नाही.

नगल-७
२९१०/२०२३
२३/६३







CHALLAN
MTR Form Number-6



GRN	MH016679615202223E	BARCODE	13/03/2023-13:59:52		Form ID
Department			Inspector General Of Registration		
Type of Payment			Payment of Stamp Duty in Adjudication Case		
Office Name			NAGPUR DISTRICT REGI NAGPUR URBAN		
Location			NAGPUR		
Year			2022-2023 One Time		
Account Head Details		Amount in Rs.	Premises/Building		
0030001701 Stamp Duty		2587200.00	Road/Street		
			Area/Locality		
			Town/City/District		
			PIN		
			Remarks (If Any)		
			PAN=ACJPG656E-SecondPartyName=SHRI SUDESHCHANDRA		
			BABULAJI GUPTA-AdjudicationCaseNo.=147/2022		
			Amount in		
			Words		
			Twenty Five Lakh Eighty Seven Thousand Two Hundred		
			Rupees Only		
Payment Details			FOR USE IN RECEIVING BANK		
STATE BANK OF INDIA			Bank CIN	Ref. No.	00040872023031380692
Cheque/DD Details			Bank Date	Ref. Date	13/03/2023-02-01-08
Cheque/DD No.			Bank Branch	STATE BANK OF INDIA	
Name of Bank			Serial No. / Date	73 / 14/03/2023	
Name of Branch					

Department ID: 8373103103
NOTE - This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document.
यह चालान केवल उक्त कारणों के लिए ही मान्य है, अन्य कारणों के लिए मान्य नहीं है।

Signature Not
Verified

Challan Defaced
Digitally signed by Jyoti Chate of
OFFICE OF THE
TREASURER AND
Date: 2023.03.11 11:19:17

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	300845313802223	21/03/2023-11:19:17	IDR377	2587200.00
Total Defacement Amount				2587200.00

नगन-10
2890/2023
123/83



Print Date 21-03-2023 11:19:17





महाराष्ट्र शासन

सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी, नागपूर शहर



नवीन प्रशासकीय इमारत क्र. २, ए-विंग, ३-रा माळा, सिव्हील लाईन्स, नागपूर-४४०००१.

दुरध्वनी क्रमांक :- (०७१२) २५३८७८०

Mail Id :- jdr.nagpurcity@igmaharashtra.gov.in



जा.क्र./का. क्र. :- ७/आदेश/अभि.प्र.क्र.-१४७/२०२२/

२५५ /२०२३

दिनांक :- ०९/०३/२०२३.

अभिनिर्णय प्रकरण क्रमांक :- १४७/२०२२

:- अभिनिर्णय :-

विषय :- महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३१ खाली अभिनिर्णित करणेबाबत.

संदर्भ :- आपला दिनांक १४/११/२०२२ रोजीचा अभिनिर्णय मिळवणावाबतचा अर्ज.

आपण विषयांकीत अर्जासोबत दाखल दस्ताचे प्रारूप / निष्पादित न केलेला दस्त, त्यासोबत दाखल केलेले पुरक कागदपत्रे व आपले म्हणणे यांचे आधारे या प्रकरणात खालील प्रमाणे अभिनिर्णय कळविण्यात येत आहे.

अभिनिर्णय :-

अभिनिर्णयाकरिता या कार्यालयाकडे दाखल केलेले कागदपत्रे, पुरावे व दस्ताचे प्रारूप / निष्पादित न केलेल्या दस्तावर अभिनिर्णय खालील प्रमाणे कळविण्यात येत आहे.

मौजा बोंछारा, तह. नागपूर ग्रामिण, जि. नागपूर, येथील प. ह. नं.-१२-अ, खसरा क्र.-५६/१, ५६/२, ५६/३, ५६/४, ५६/५ व ६४ ची एकूण आराजी ५.२१ हे. आर. चावर टाकलेल्या अभिन्वासातील ब्लॉक क्र.-१७, १७[बी-१], १७[बी-२], १७[बी-३] व १७[बी-४] ची मंजूर नकाशाप्रमाणे बांधकामाचे एकूण क्षेत्रफळ ७,७३९.३१२ चौ. मी. इतके आहे. तसेच मंजूर नकाशाप्रमाणे जागेचे क्षेत्रफळ ८७०.७५ चौ. मी.

सदर प्रकरण दाखल दस्त हा विकसन करारनाम्याचा आहे. त्यातील मिळकतीचे योग्य मूल्यांकन करून मिळणेबाबत अर्जदार यांनी विनंती केलेली आहे.

सदर प्रकरण या कार्यालयाचे सहाय्यक नगर रचानकार यांचेकडे मूल्यांकनाकरिता पाठविण्यात आले. त्यानुसार सहाय्यक नगर रचानकार यांनी दिनांक १५/०२/२०२३ रोजी मूल्यांकन अहवाल सादर केलेला असून, सन २०२२-२३ चे वार्षिक मूल्य दर तक्त्यातील दर गृहीत धरून अभिनिर्णय प्रकरण क्र. १४७/२०२२ मध्ये नमुद स्यावर मिळकतीचे [अ] जमीन मालकास मिळणाऱ्या हिश्याचे मूल्य (मूल्यांकन अहवालातील १८(अ) चे मूल्य रुपये ५,१७,४३,८२७/- इतके व [ब] विकसनकर्त्याला मिळणाऱ्या हिश्याचे मूल्य रुपये ४,३९,९०,९८०/- इतके आणि [क] दस्तात नमुद असलेले मोबदला मूल्य रुपये निरंक नमुद आहे. म्हणून मा. नोंदणी महानिरीक्षक व मुद्रांक निबंधक, महाराष्ट्र राज्य, पुणे यांचे परिपत्रक क्र. ३५१, दिनांक ३१/०३/२०१८ मध्ये उपरोक्त [अ], [ब] व [क] पैकी जास्तीचे येणारे मूल्य विकसन करारनामा संलेंछाचे बाजारमूल्य समजून मुद्रांक शुल्क आकारण्यात यावे असे निर्देश असल्याने, [अ] जमीन मालकास मिळणाऱ्या हिश्याचे मूल्य रुपये ५,१७,४३,८२७/- इतके निश्चित करण्यात करण्यात आलेले आहे.

2550/2023
2550

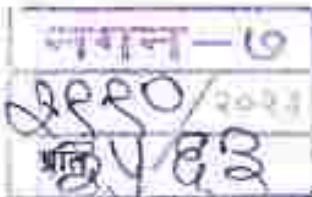


वरिल प्रमाणे स्थावर मालमत्तेचे निश्चित केलेले बाजारमूल्य रुपये ५,१७,४४,०००/- एवढ्या मूल्यावर महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे अनुच्छेद ५ (ग-अ) [वाचा-२५ (ब) (१)] मध्ये मोडत असल्याने त्यास ५% प्रमाणे रुपये २५,८७,२००/- इतके मुद्रांक शुल्क देय ठरते. मुळ संलेखास रुपये निरंक चे मुद्रांक शुल्क दिलेले असल्याने आता अभिनिर्णयाकरिता दाखल संलेखास रुपये २५,८७,२००/- इतके मुद्रांक शुल्क देय आहे. सबब अभिनिर्णय देण्यात येत आहे.

- १] उक्त प्रमाणे मुद्रांक शुल्क शासन जमा केल्यानंतरच सदरचा संलेख कलम ३२(१) या खाली प्रमाणित करून देण्यात येईल.
- २] सदर अभिनिर्णय देण्यात आलेल्या संलेखामध्ये काणत्याही प्रकारचे फेरबदल / खडाखोड करता येणार नाही.
- ३] हा अभिनिर्णय महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ५२ (अ) खालील तरतुदीचे अधिन राहून देण्यात येत आहे. या अभिनिर्णयानुसार आपले संलेखावर निश्चित केलेले मुद्रांक शुल्क मान्य नसल्यास आदेश मिळाल्याचे दिनांकापासून ६० दिवसांमध्ये विहित अपील फो शासन जमा करून मा. मुख्य निबंधक महसूल प्राधिकारी, महाराष्ट्र राज्य, पुणे यांचेकडे महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ५३(१-अ) अन्वये आपणास अपिल दाखल करता येईल.
- ४] महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम २८ मध्ये नमूद केल्याप्रमाणे मुद्रांक शुल्क / मूल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबो संलेखात पूर्ण पणे व खरेपणाने नमूद केलेल्या आहे असे अर्जदारांनी प्रतिज्ञापत्राद्वारे स्वीकरी करून दिले आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम ६२ अन्वये शास्तीची कार्यवाही करणेचे अधिन राहून आदेश देत आहे.
- ५] कलम २८ चे अनुपालन न केल्याचे भविष्यात निदर्शनास आल्यास महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ४६ व महाराष्ट्र जमिन महसूल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसूल करणेचे अधिन राहून आदेश देण्यात येत आहे.
- ६] उपरोक्त आदेशातील मिळकतीचे बाजारमूल्य मान्य नसल्यास आदेश मिळाल्याचे दिनांकापासून ६० दिवसांमध्ये विहित अपील फो शासन जमा करून मा. नोंदणी उपमहानिरीक्षक व मुद्रांक उपनिबंधक, नागपूर विभाग, नागपूर यांचेकडे महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३२(ब) अन्वये अपिल दाखल करता येईल.

उपरोक्त दिलेल्या अभिनिर्णयानुसार आपण प्रस्तावित दस्तास देय ठरणारे मुद्रांक शुल्काची रक्कम ई-चलानद्वारे शासन जमा करावी.

उक्त रक्कमेचा भरणा शासप्रणालीच्या <https://gras.mahakosh.gov.in/echallan/frmindex.php> किंवा <https://gras.mahakosh.gov.in/jar/> या संकेतस्थळावर जावून NPJI_JTDISTRICT REGI NAGPUR URBAN या कार्यालयाचे नावे मुद्रांक शुल्काची रक्कम ००३००५१७०१ या संगणकीय लेखाशिर्षात करावा व त्याबाबतची ई-चलान या कार्यालयास सादर करावी.



सं. आ. तरास
मुद्रांक जिल्हाधिकारी,
नागपूर शहर.

मे. दादा होमसू प्रा. लि., मुंबई.

कार्या. पत्ता- कार्निवल हाऊस, विनोदोदय अग्निशामक स्थानकाजवळ,

जर्नल ए. के. विश्वा भार्गवा भागे, मलाड [पु.], मुंबई-४०००१७.

जिल्हाधिकारी, नागपूर यांचे कार्यालय, नागपूर



रा.मा.क्र-82/एनएच-34/मोजा-भोकारा/नाग.ग्र./2021-22
जा.क्र.प्रस्तु./जिल्हाधिकारी/कावि- 49/2022
जिल्हाधिकारी नागपूर यांचे कार्यालय, नागपूर
दिनांक-11/01/2022

परिशिष्ट "ब"

महाराष्ट्र जमीन महसूल संहिता, 1966-च्या कलम-42-अ मधील तरतुदीन्वये नियोजन प्राधिकरणाने बांधकाम/विकास परवानगी दिली आहे, अशा जमिनीच्या भोगवटदारास घावघाचा सनदेचा नमुना.

ज्याअशी, जिल्हा - नागपूर, तालुका - नागपूर (ग्रामीण), गाव - भोकारा, प.ह.नं.- 12अ, च्या मेल सर्व्हे क्रमांक 56/1-2-3-4-5, 64, एकूण आरज 5.33 हे.आर (53300.00 चौ.मी) या जमिनीच्या भोगवटदारास महाराष्ट्र जमीन महसूल संहिता, 1966 च्या कलम 42-अ च्या तरतुदीन्वये औद्योगिक स्वामित्व/निवासी/ग्रामीण अक्षय्य प्रयोजनासाठी सधर जमिनीचा विकास करण्यास कार्यकारी अभियंता-1, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांचे अंतिम मंजूरी अहवाल क्र.का.अधि./नामप्रविष्ट /5004 दिनांक 29/01/2021, अन्वये विकास/बांधकाम परवानगी प्राप्त केली आहे. ज्यासंबंधी नियोजन प्राधिकरणाने मंजूर केलेला नकाशा या सनदेसोबत संलग्न आहे. मंजूर अभियंताच्या क्षेत्राचे विवरण खालील प्रमाणे आहे.

1	AREA OF LAND (MIN. AREA OF A.R.U TO BE CONSIDRED)			
	D) AS PER OWNERSHIP DOCUMENT (7/12, CTS EXTRACT)	53300.00	SQ.M.	(1.62 H)
	E) AS PER MEASUREMENT SHEET	52558.32	SQ.M.	
	F) AS PER SITE	52558.32		
2	DEDUCTIONS FOR			
	D) PROPOSED D.P./D.P. ROAD AREA	1207.43	SQ.M.	
	E) ANY D.P. RESERVATION AREA	0.00	SQ.M.	
	F) NATURAL WATER COURSE AREA	0.00	SQ.M.	
	TOTAL(A+B+C)	1207.43	SQ.M.	
3	GROSS AREA OF PLOT (1-2)	51350.89	SQ.M.	
4	RECREATIONAL OPEN SPACE			
	A) REQUIRED (10%)	5135.09	SQ.M.	
	B) PROPOSED	5159.72	SQ.M.	
6	AMENITY OPEN SPACE			
	A) REQUIRED	7702.63	SQ.M.	(15.00%)
	B) PROPOSED	7746.20	SQ.M.	(15.08%)
7	SERVICE ROAD HIGH-WAY WIDENING	NIL	SQ.M.	

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8	INTERNAL ROAD AREA (12.06%)	6472.41	SQ.M.	(12.06%)
9	AREA UNDER GROUP HOUSING	31972.56	SQ.M.	(62.28%)
10	NET AREA OF PLOT = (3-5(b))	43604.69		(59.24%)
11	BUILT UP AREA WITH REFERENCE TO BASIC F.S.I AS PER FRONT WITH WIDTH (1.1)	47965.15	SQ.M.	

ज्याअर्थी, उक्त जमिनीच्या भोगवट्याद्वारे शासनाला, उक्त संहितेच्या कलम 47-अ नुसार देव रुपांतरण कराची व वर नमुद निवासी अकृषक प्रयोजनार्थ बांधणीसाठी आकारणीची रक्कम पुढील प्रमाणे निर्धारित करण्यात येते.

उपरोक्त प्रमाणे जागेचे एकूण क्षेत्रफळ आराजी 5.33 हे.आर (53300.00 चौ.मी) पैकी निवासी प्रयोजनार्थ अकृषक सारा आकारणी करावयाचे क्षेत्र म्हणजेच 39718.66 (AREA UNDER PLOT 31972.46 + Amenity space Proposed 7746.20= 39718.66) चौ.मीटरला 10 पेसे प्रति चौ.मीटर याप्रमाणे अकृषक महसूल कर रुपये 3972/-, ग्रामपंचायत सेस कर अकृषक कर एवढा रुपये 3972/-, जिल्हा परिषद सेस सारा 7 पट अकृषक कराच्या रुपये 27804/- परावर्तित कर अकृषक सान्याचे 5 पट म्हणजेच रुपये 19860/- असे एकूण रुपये 55608/- आकारणी निर्धारित होते.

ज्याअर्थी आता, उक्त संहितेमधील तरतुदीच्या आणि तदन्वये करण्यात आलेल्या नियमांच्या तरतुदीनुसार आणि खात्रीला शक्तीने अधून उपरोक्त जमिनीच्या भोगवट्याद्वारे सार नियोजन प्राधिकार्यावर वर उल्लेखित विकास/बांधकाम परवानगीच्या अनुषंगाने सार जमिनीवर अनुज्ञेय करण्यात आलेल्या निवासी अकृषक बांधणीसाठी उक्त संहितेच्या कलम 42-अ अन्वये नागपूर महानगर प्रदेश विकास प्राधिकरण यांनी दिलेल्या अटी व शर्तीच्या अधिन राहून हो सनद देण्यात येत आहे.

1) आकारणी उक्त जमिनीचा भोगवट्याद्वारे उक्त जमिनीच्या संबंधात या आगवे वसुली योग्य असलेल्या आकारणी ऐवजी वर उल्लेखित विकास/बांधकाम परवानगी प्राप्त झाल्यापासून दिनांक 31 जुलै 2022 (वर्ष) रोजी संपादन होण्या काळातपर्यंत शासनाला प्रत्येक वर्षी रुपये 3972/- (रुपये तिन हजार नऊशे बरासह फक्त) या दराने परिणमित होणारी वार्षिक आकारणी देईल आणि उक्त कालावधी संपल्यानंतर, उक्त संहिते अन्वये जिल्हाधिकार्याकडून, खेजोवेली निश्चित करण्यात येईल, अशी सुधारित आकारणी देईल.

2) उक्त जमिनीचा भोगवट्याद्वारे उक्त जमिनीवर वसुली योग्य असलेली सर्व कर, दर आणि उपकर भरील.

3) वरीलप्रमाणे मंजूर केलेल्या बांधकामाच्या किंवा बांधकाम क्षेत्रामध्ये नियोजन प्राधिकरणाच्या पूर्व मंजूरी शिवाय कोणत्याही बदल कर नये व ही सनद निर्गमित झाल्यानंतर नियोजन प्राधिकरणाच्या पूर्व मंजुरीने सार जमिनीच्या बांधकाम क्षेत्रामध्ये कोणत्याही बदल झाल्यास त्याची माहिती, असा बदल नियोजन प्राधिकरणकडून मंजूर झाल्यापासून 30 दिवसांच्या अतः जिल्हाधिकारी यांना देणे भोगवट्याद्वारे बंधनकारक राहील.

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4) सदर जमिनी या नागरी जमिनी कमाल धारणा व कोर्ट ऑफ वॉर्ड्स मध्ये बांधित होत असल्यास सदर अवयवक आकारणी सह करण्यात येईल.

5) उक्त जमिनीच्या भोगवटादारने पूर्वगामी सर्तीपिकी कोणत्याही शर्तीचे उल्लंघन केल्यास निलहाधिकार्यास, उक्त सर्तीपिकी आणि तदनन्वये करण्यात आलेल्या निघमांच्या तरतुदीन्वये जी भरण्यास उपयोगकर्ता दायी असेल अशी इतर कोणत्याही शारतोस बाधा न आणता त्यास योग्य वाटेल अशी आकाराणी भरल्यावर आणि कलम 329 च्या पोट कलम (2) च्या अधीनतेने, त्यास योग्य वाटेल एवढा वंड भरल्यानंतर उक्त जमिनी भोगवटादार याच्या बहीबटाईत असल्याचे चासू देवता येईल. त्याची खास म्हणून नागपूर निलहाध्या निलहाधिकार्यानी या ठिकाणी महाराष्ट्राचे राज्यपाल यांच्या यतीने स्वाक्षरी केेली आहे. अर्णि त्यांच्या पदाची मोहोर लावली आहे.

अर्जदाराने सुध्दा दिनांक 11/01/2022, रोजी त्यांच्या स्वाक्षरी केलेली आहे.

(भोगवटादाराची स्वाक्षरी)

(सहाईदारांची स्वाक्षरी व पदनामे)

श्री. सुदेशचंद्र बाबुलालजी गुप्ता

अ)

श्री. Manish M. Agarkar

ब)

श्री. Rakesh D. Madhe

(सहाईदारांची स्वाक्षरी व पदनामे)

अ)

श्री. Manish M. Agarkar

ब)

श्री. Rakesh D. Madhe

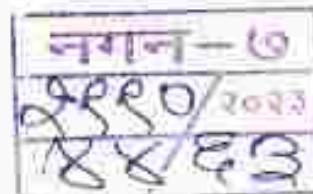
आम्ही जाहीर करतो की, ज्याने सनदेवर स्वातः अर्जदार श्री. सुदेशचंद्र बाबुलालजी गुप्ता, रा. रामनाथसिटी रामनाथ कॉम्प्लेक्स, कोराडोरोड, नागपूर-44, यांनी स्वाक्षरी केलेली आहे. ती अ स ब ब व्यक्ती, तीथ व्यक्ती आहे आणि त्याने या ठिकाणी आमच्या समक्ष त्याची स्वाक्षरी केलेली आहे.

(मुख सनद मा. निलहाधिकारी यांचे द्वारा स्वाक्षरीत)

स्वा/-
(अर. विभला)
निलहाधिकारी, नागपूर

प्रतिलिपी :-

1) उपविभागीय अधिकारी, नागपूर (ग्रामीण) यांना नोंदिली करिता अर्पित.



- 2) कार्यकारी अभियंता-1, नागपूर महानगर प्रदेश विकास प्राधिकरण, नागपूर यांना माहिती करिता अग्रहित.
- 3) सहसिलदार, नागपूर (ग्रामीण) यांना माहिती तथा आवश्यक कार्यवाहीस अग्रहित. तसे संपर आदेशाची नोंद गांव नमुणा-2 मध्ये घेण्याबाबतच्या सूचना संबंधितास देण्यात याव्यात.
- 4) तलाठी — भोकार, तालुका — नागपूर (ग्रामीण) यांना संपर आदेशाची नोंद गांव नमुणा-2 मध्ये घेण्याबाबत माहिती व योग्य कार्यवाहीस अग्रहित.
- 5) सह जिल्हा निबंधक (ग्रामीण), प्रशासकिय इमारत क्र. 2, नागपूर यांना माहिती करिता अग्रहित.
- 6) उप अधिक्षक, भूमी अभिलेख, नागपूर ग्रामीण, यांना माहितीस व उचित कार्यवाहीस अग्रहित.
- 7) अजंदा श्री. सुदेशचंद्र बाबूलालजी गुप्ता, रा. रामनाथनिरुदी रामनाथ कॉम्प्लेक्स, कोराडीरीड, नागपूर-11, यांना माहिती तथा उपरोक्त अटी व शर्तीच्या धर्तीस व असलाबाबतची करण्यासाठी तसेच अंमलबजावणी करताना रकम रुपये 55608/- चालानाच्या स्वरुपात शासनतमा करण्याकरीता रवाना.




 (श्रीराम मुंदे)
 जिल्हाधिकारी, नागपूर, करिता

नगन-७
 २९९०/२०२१
 २५६३



8. The owner through his licensed surveyor/Architect/Engineer who has supervised the construction, shall furnish a building completion certificate to the Metropolitan Commissioner, NMRDA in the form in appendix "G". This certificate shall be accompanied by 3 sets of plans of completed development along with necessary clearances issued by concerned authorities if necessary as mentioned in Building Permit/Commencement Certificate. The Metropolitan Commissioner, NMRDA after inspection of the work and after satisfying himself that there is no deviation from the sanctioned plans and all necessary conditions of Building Permit / Commencement Certificate are fulfilled/completed may issue an occupancy certificate in prescribed format "H" for part occupancy and full occupancy as the case may be issued. This Building or part thereof should not be occupied or used unless occupancy certificate has been obtained from Metropolitan Commissioner, NMRDA in prescribed format "H".

9. Any person who contravenes any of the provisions of these regulations, any requirements or obligations imposed on him by virtue of these regulations including the maintenance of the protection services and appliances and fits in working order or who interferes with or obstructs any person in the discharge of his duties shall be guilty of an offence shall be liable for prosecution.

10. W.C. Bath & washing places shall conform to requirement contained in table 12C to 12P attached to Building Regulation of the Development Control and Promotion Regulations for Nagpur Metropolitan Region Development Authority.

11. Rain water shall entirely be excluded from the connecting sewer & separate arrangement for diverting rain water to road side storm drain shall be made. If any deviation are detected in this respect the Metropolitan Commissioner's order for rectifying them shall be complied with.

12. All drainage work shall be got done through licensed plumber approved by Nagpur Metropolitan Region Development Authority or Nagpur Municipal Corporation.

13. W.C., Bathroom and washing places shall not be used unless proper connections are made as per table 12C to 12P through licensed plumber as mentioned in 11 above and completion Notice in form "G" duly signed by licensed surveyor/Architect/Engineer is given and permission to use them is obtained from Metropolitan Commissioner, NMRDA in form "V".

14. During the course of construction of building, the sanctioned plan shall always be available at site for inspection by officials of Nagpur Metropolitan Region Development Authority.

15. Except as aforesaid the permission is granted subject to compliance of Building Regulation for time being in force and nothing herein contained shall be regarded as dispensing with with compliance except to the extent expressly specified therein.

16. This permission shall not be construed as affecting in any way the right of Government or Nagpur Metropolitan Region Development Authority or the Municipal Corporation or any other authority or any private person or firm to the land upon which permission has been sought to construct building or to any existing rights connected therewith.

17. The permit holder is not allowed to collect earth/materials from or through Nagpur Metropolitan Region Development Authority land and road sides without permission in writing from Metropolitan Commissioner who may grant it on such terms and conditions as may deem fit. Where such permission has been granted such use shall not be an obstruction or be a hindrance to the road open. The excavated material/deposited shall be removed within three days of use of land. If any material is stacked or dumped on Nagpur Metropolitan Region Development Authority land without prior permission and if such permission is granted but subsequently if it is seen that permission is causing hardship to the public then it shall be removed by the Nagpur Metropolitan Region Development Authority at the risk and cost of the permit holder and Nagpur Metropolitan Region Development Authority shall not be responsible for any loss or damage caused to the permit holder. No claim on this account shall be liable against Nagpur Metropolitan Region Development Authority.

18. Subject to the condition that the party will plant and grow in vacant land Rice, 567 sq. shafts trees under the provisions of Maharashtra (Urban Area) Reservations of Tree Act 1975.

19. This sanction is subject to the condition that drinking water and sewerage disposal is not guaranteed by Nagpur Municipal Corporation/Nagpur Metropolitan Region Development Authority.

20. Quettions of outlets/uses should be provided within the plot boundary easily accessible from road.

21. Suitable letter delivery boxes should be located at easily accessible place on ground floor.

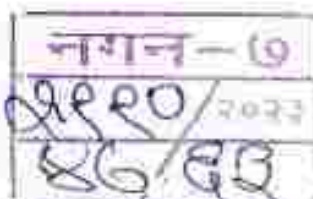
22. Necessary arrangement for rain water harvesting shall be done.

23. This sanction is subject to the Terms & Conditions mentioned in NA Order issued by Collector (Nagpur) on dated 11/01/2022.

24. This sanction is subject to the conditions of Development Agreement/Approval Letter Dated 24/02/2021 with NMRDA/NIT.

25. This sanction is subject to the conditions of FIRE NOC from Chief Fire Officer/NMC / Director of Maharashtra Fire Services, Mumbai as a High Rise Building/Competent Authority Dated 15/08/2022 Letter No MFCS/15/2021/543 and 09/05/2022 [Letter No MFCS/01/2022/2020]

26. This sanction is subject to the conditions of NOC from Airport Authority of India dated 14/02/2022.



23. This sanction is subject to the conditions of NDC from Gram Panchayat Bhokara dated / /

20. Necessary arrangement for Solar Water Heater shall be incorporated

25. The Layout of land under reforestation is approved by Chairman HET/Metropolitan Commissioner/Collector vide order dated _____.

52. The Development Agreement / Approval Letter of land under reference is approved by Chairman
MTC/Metropolitan Commissioner, NMRDA vide order dated 22/11/2017

21. The Landowner/Developer and Architect/Engineer/Structural Engineer shall be held guilty if Construction done in contravention to this sanction/UDCPR Rule & MHYF Act 1966 as and when imposed.

22. The provisions of the Unified Development Control and Promotion Regulations for Nagpur Metropolitan Regional Development Authority shall be binding on the said developer.

53. If any error / mistake is found in the competition sheet or calculations in the plan which are not in conformity with DC rules, the part of the building or construction which is not as per rules shall be construed as unauthorised and the decision of Metropolitan Commissioner, Noida Region in this regard shall be final.

34. The construction material should be arranged in such a manner so as not to obstruct drain, rain water and traffic etc. If any obstruction is created, legal action shall be initiated for the same by the Metropolitan Commissioner, NMRDA.

35. If any defects is found in ownership & other documents submitted for sanction of building construction or if documents are found to be fraudulent and misleading then the permission granted shall be treated as cancelled. Similarly the permit holder shall be liable for criminal prosecution under the provisions of Indian Penal Code.

3E. The building construction shall be completed under the supervision of licensed civil engineer/architect as per the sanctioned building plan. In the breach of any terms and conditions, the Building Permission shall be treated as cancelled.

27. Prior to use of building the applicant should make necessary arrangement for water supply, waste water & sewage disposal.

38. Subject to condition mentioned in the indemnity bond submitted by the applicant regarding Structural Safety.

Abstract:

One Copy / One Set of Sanctioned Plans

Assistant Engineer
Nagpur Metropolitan Region
Development Authority
Nagpur

Contw To:

5. The Chesapeake Ringnecked Plover
With a copy of local building permit, building plan, processed (ready) for
necessary action.

29. SUBJECT TO THE FOLLOWING CONDITIONS, DESIGN, CONSTRUCTION, MAINTENANCE, USE, LEASE OR SUB-LEASE OF STRUCTURAL STEELWORK IS APPLICANT

40: Subject to Condition of
N.O.C. from Airport Authority
Dt 16/02/2022.

47. Subject to the provisions of structural drawings submitted herewith.

92. The probability that a randomly selected person is a member of the U.S. House of Representatives is $\frac{1}{435}$. The probability that a randomly selected person is a member of the U.S. Senate is $\frac{1}{100}$. The probability that a randomly selected person is a member of both the U.S. House of Representatives and the U.S. Senate is $\frac{1}{43500}$. What is the probability that a randomly selected person is a member of either the U.S. House of Representatives or the U.S. Senate?

3.3. Subject to the condition that Developer Applicant shall construct sewage treatment plant (STP) as per the required norms of Maharashtra Pollution Control Board and shall submit the NOC from MPCC without compliance of same occupation permission not be issued.

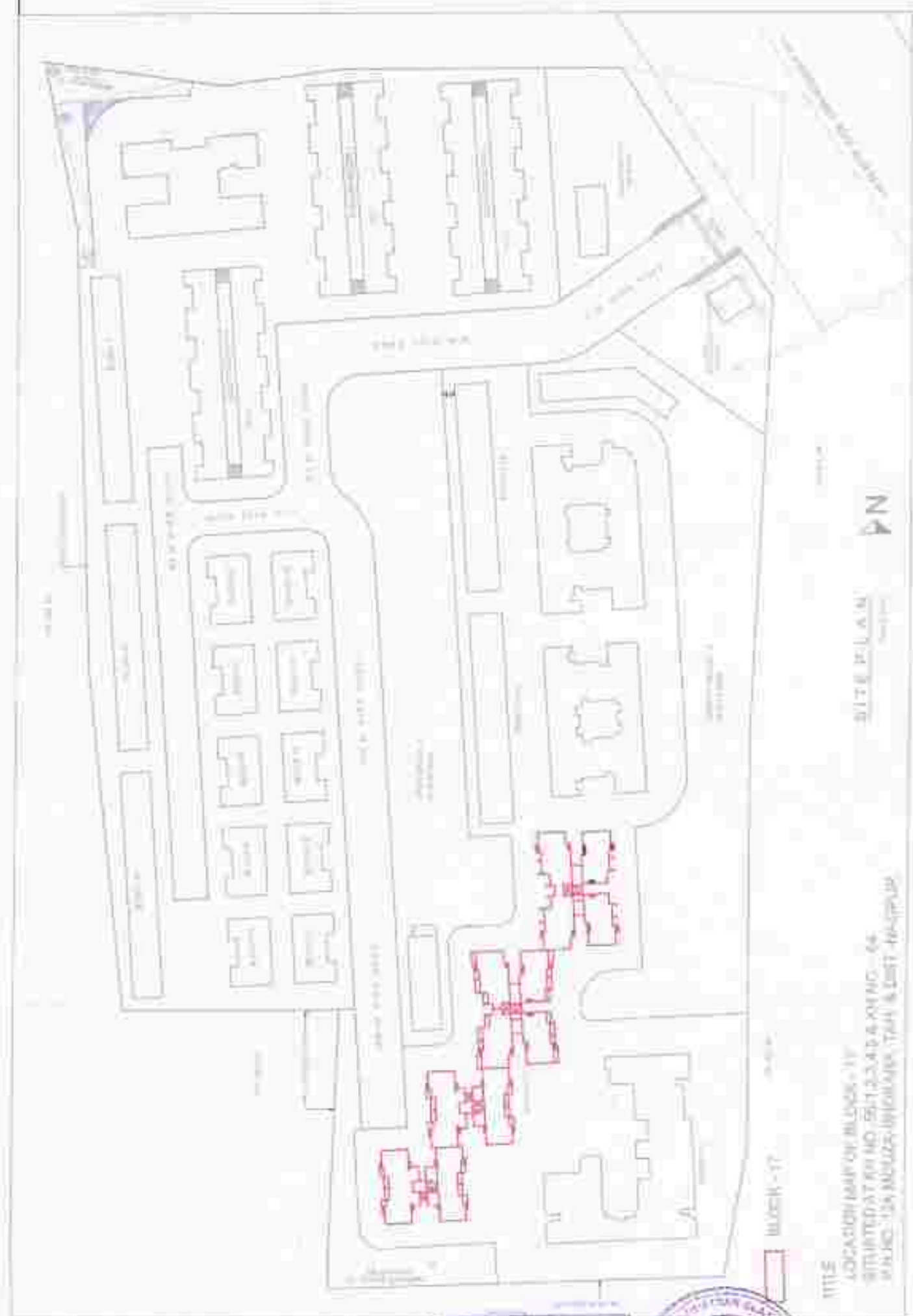
45. Subject to laws and conditions of Government of India dated 20-01-2018 and Developer have to conduct the temporary shade, ball and management of drinking water for the subject.

4.4. Necessary arrangements for rain water harvesting shall be done

44. Subject to Compliance of some and Consistency of Environment Clearance Letter dated

नमन-७
२९९०/२०२३
४८६३





N

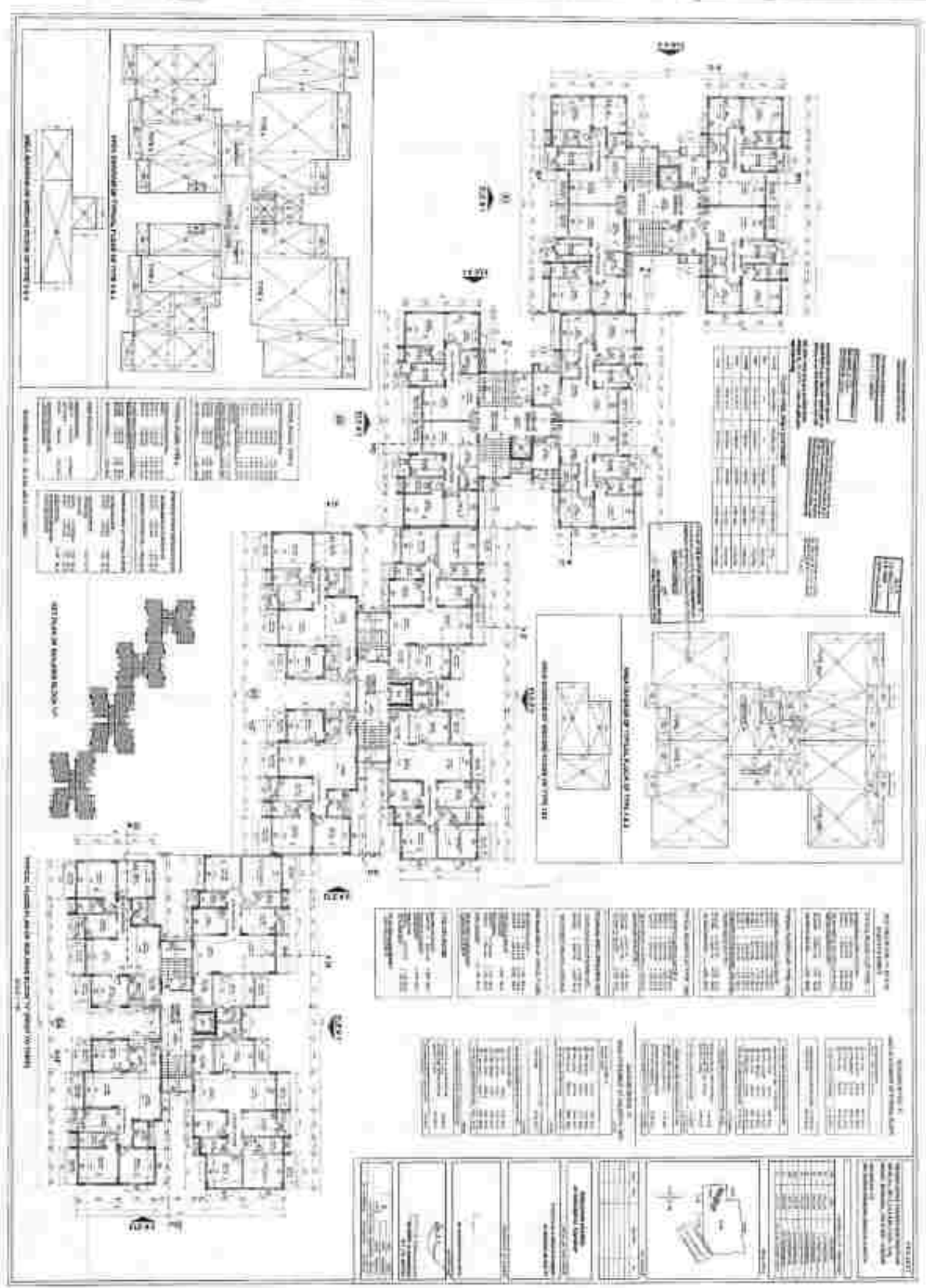
SITE PLAN

TITLE
LOCATION MAP OF BLOCKS - 17
SITUATED AT KM NO. 55.123.43 & KM NO. 64
IN NO. 124 MOUNTAIN ROAD, TAIN & DIST. HANUWAL

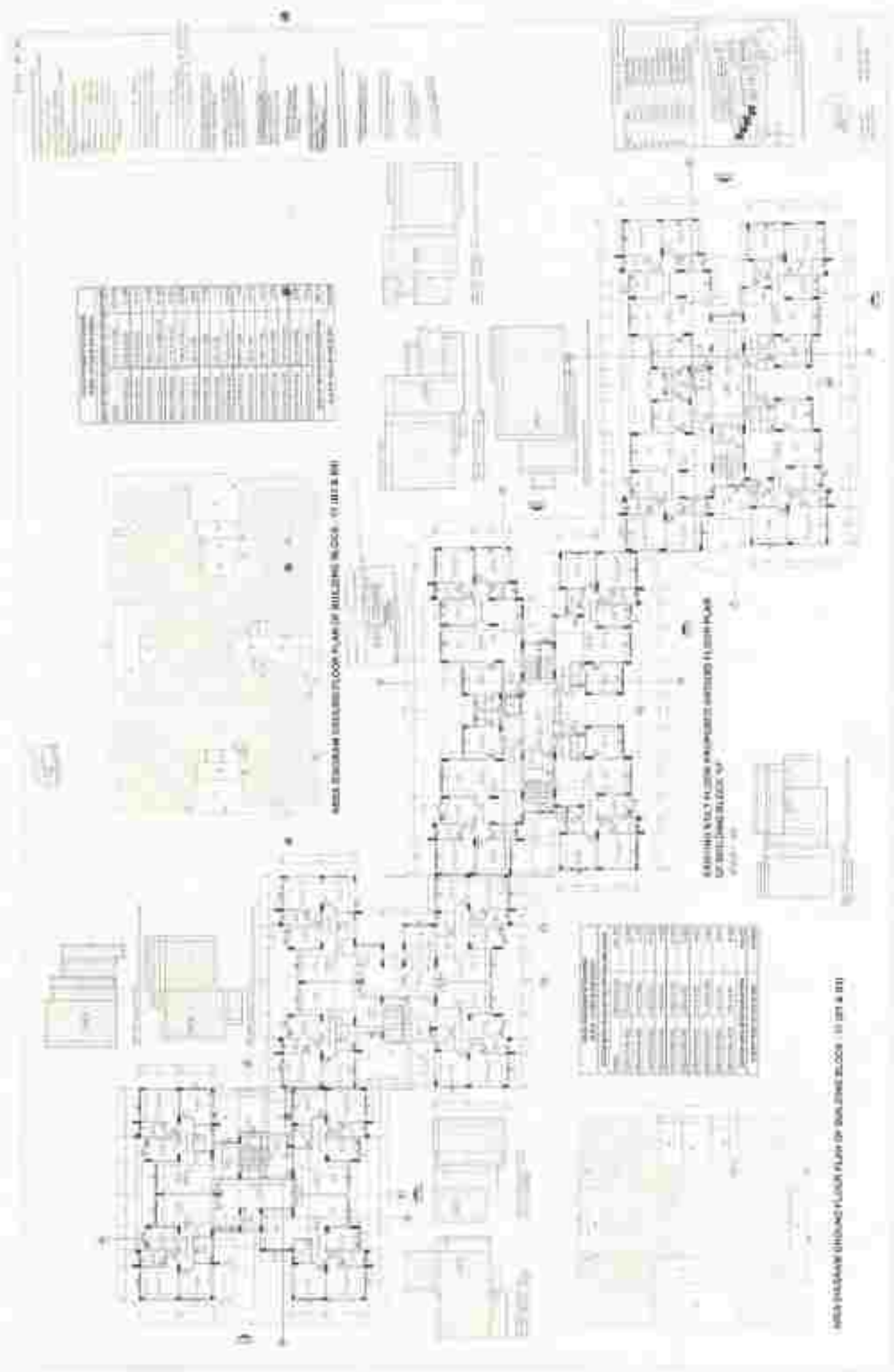
नगर-७
२९९०/२०२३
४९/६३

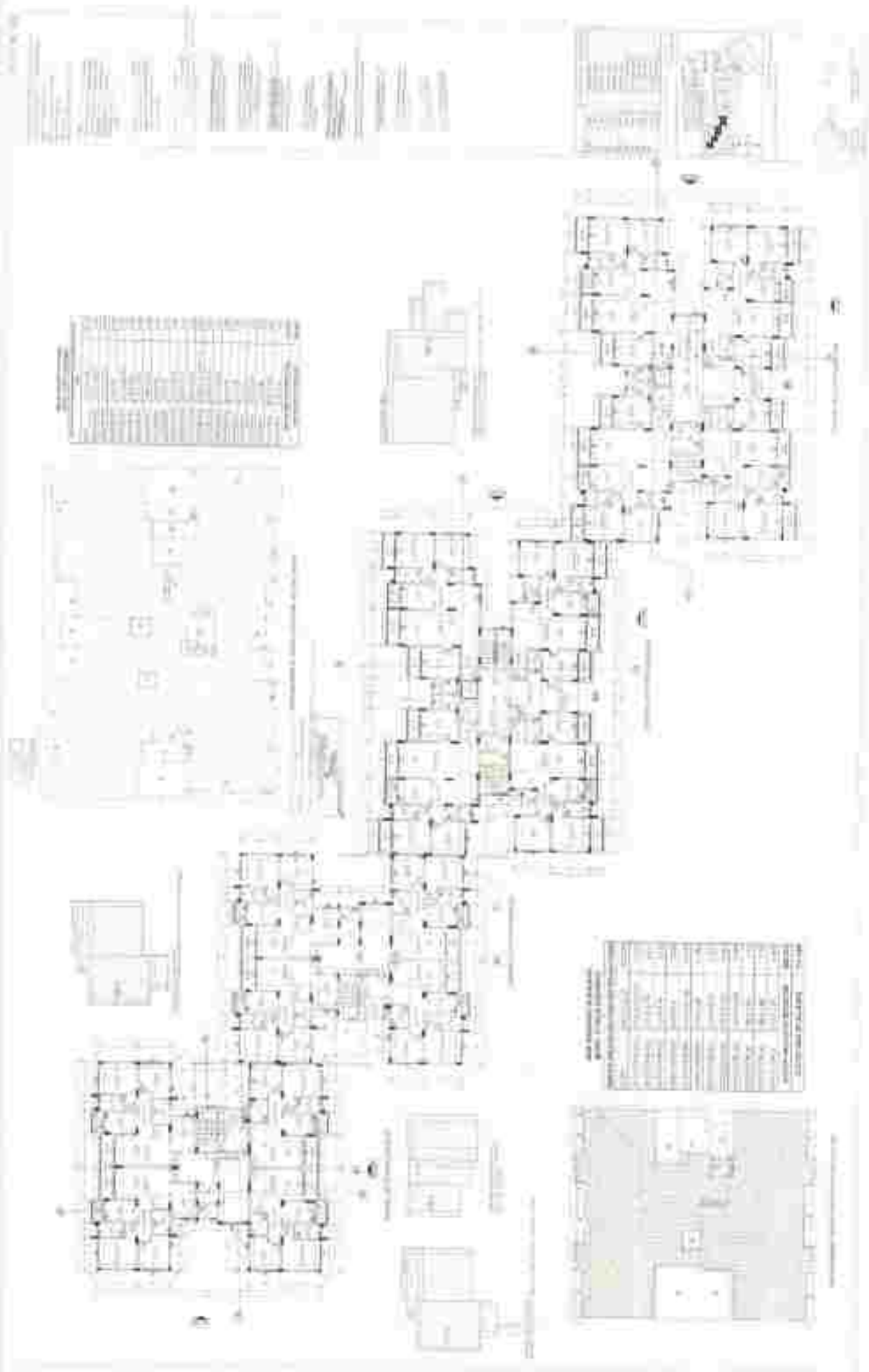


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२९२०/२०२३
५१/६३



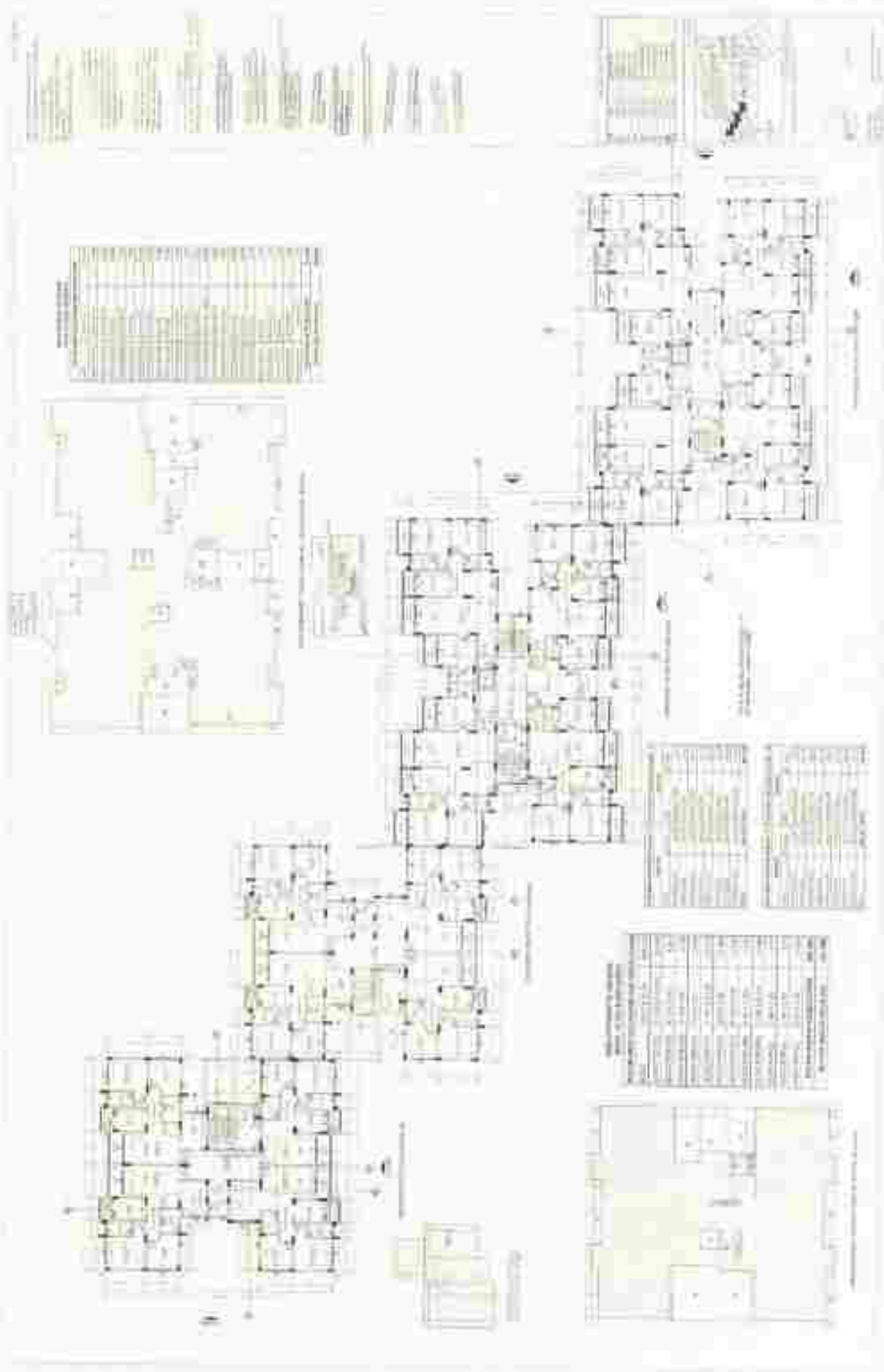
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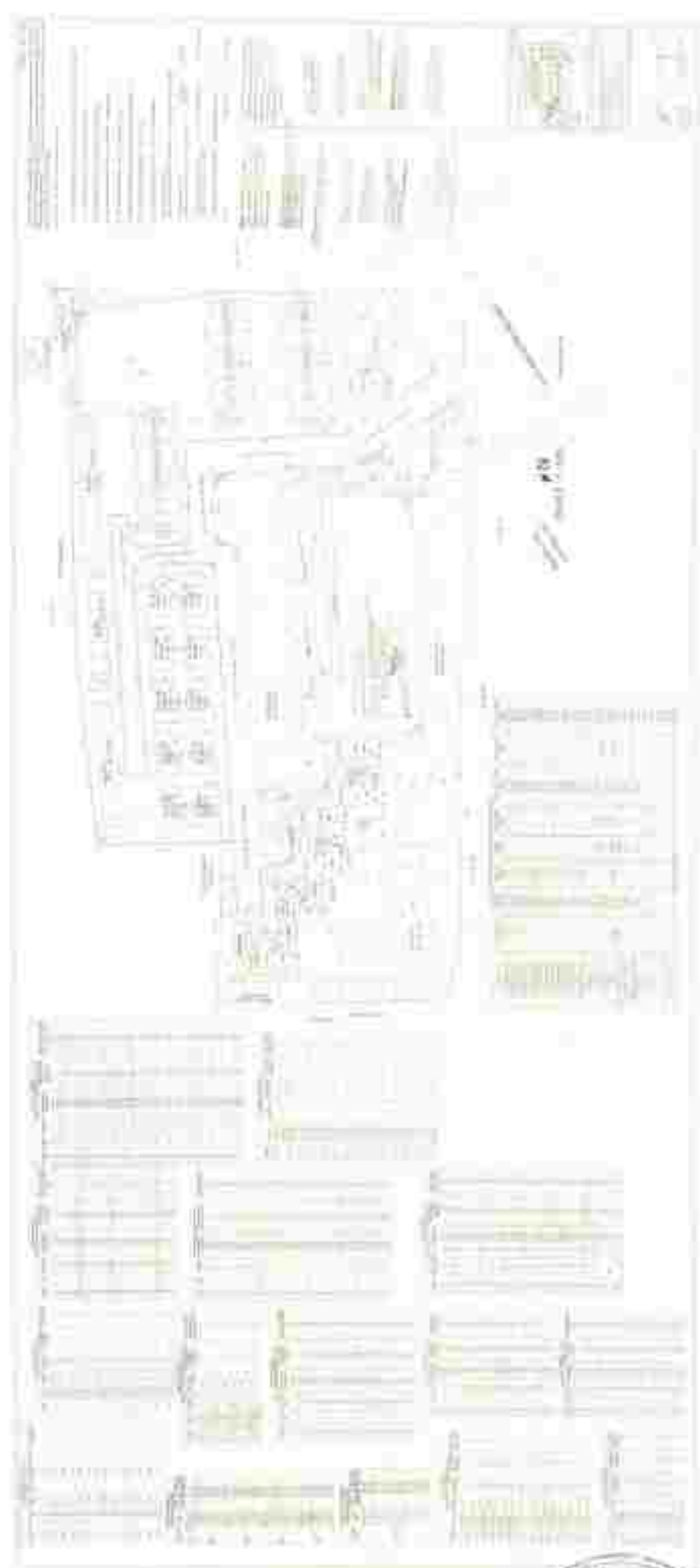
नगन-७
२९२०/२०२३
५३/४३





नमन-७
२५९०/२०२३
५४/६३





नगल-७
२११०/२०२६
पप/बइ





CUBILAM
NITR Form Industries

[illegible]

1. What is the purpose of the document?
 The purpose of this document is to provide information about the company's financial performance for the year 2023.



नमन-५
२०१९
१/८

100

Subject: **English** | **Grade:** 10 | **Section:** 101

THE STATE OF NEW YORK
IN SENATE
JANUARY 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 11, 1909.
ALBANY: J. B. LEECH, STATE PRINTER.
1911.

SPECIAL POWER OF ATTORNEY
OF THE ADMIRALTY

THIS SPECIAL POWER OF ATTORNEY is executed at
Singapore on this 30th day of APRIL 2018 by:

01. **MR. SURESH CHANDRA GUPTA & CO. LATE
SHRI BABULAL GUPTA**, aged about 50
years, Occupation: Business, Agriculturist,
Resident of Chiranj Nagar, Nagpur - 440019.
02. **MR. DHIRENDRA KUMAR GUPTA**, aged
about 22 years, Occupation: Business,
Agriculturist, Resident of 104, Street Apartment,
Flat No. 2, Harna Road, Dharmapuri, Nagpur -
440010, Owner: Gaurangam K. S. S. Private
(Limited)

body have been ill after illness and returned to us. THE PRINCIPAL OF

Les Polytechniques.com

- MR. ANKIT S/O MAHENDRA RAJAL, aged about 20 years, Resident of Sushruti Colony, Warananagar - 422001.

Abstract

- MR. PURVOBHAN S/O SHIVAJI HADKE, aged about 65 years, Resident of Bhat Prasthan, Madhwa Vihar, Ward No. 2, East Ward, Nagar - 400026.

Both name-in-office known and referred to as "THE AGENTS" WITHIN.

WHEREAS, the INFORMATION has its higher documents of insurance issued by POLICE in favor of the productive business with Sub Register of Assurance at Nagar District;

AND:

WHEREAS, the individual's being here in this free day to day activities and society is not exempt from limitations to appear before the concerned authorities of Associations every now and then; and



नमून - ५
2024/2025
3/2



Department of Public Health and Family Welfare
Mumbai

Form No. 1
MHPH/2022/1234567
30/04/2022

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022

To: Public Health Officer, Mumbai

From: Public Health Officer, Mumbai

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022

Subject: Public Health Officer

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Date: 30/04/2022

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022



नमन-७
२०२०
५८६३

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022



Subject: Public Health Officer

Ref: 1234567

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022

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Date: 30/04/2022

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022

Subject: Public Health Officer

Ref: 1234567

Date: 30/04/2022

DECLARATION

I SHRI ANKIT MAHENDRA BAJAJ, Resident of Nagpur, do hereby declare that the document of Agreement / Sale Deed is presented for registration before the Sub Registrar Nagpur on this day which has been presented by me in the capacity as Agent of SHRI SUDESHCHANDRA BABULAL GUPTA, Resident of Bokhara, Nagpur - 441111, who has given the Power Of Attorney and on that basis I am signing / executing and presenting /admitting the same for registration.

I further declare that the said Power of Attorney is neither cancelled and/or revoked by the executants of it nor the said Executants have expired and I further declared that the executants of the said Power of Attorney is alive as on date.

I further declare that the Power of Attorney is still valid and it is not cancelled by any reasons whatsoever and I am competent and have full authority to act as per the powers entrusted to me under the said Power of Attorney.

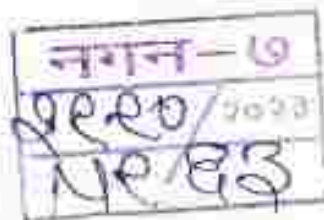
That the aforesaid statement is true and I am also aware that, if any mis-statement is found I shall be held punishable under the provisions of section 82 of Registration Act, 1908.

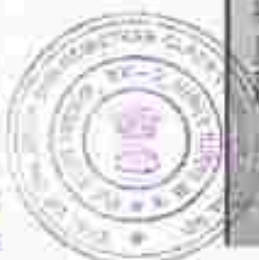
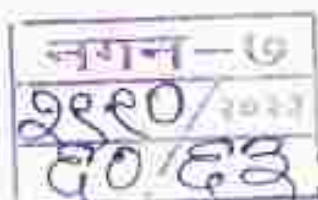
Nagpur

Date : 22/03/2023


ANKIT M. BAJAJ
DECLARANT

POWER OF ATTORNEY HOLDER





सुधना २२ मार्च २०२३ ६:२० म.न

पत्रांक: ६१/६३
दिनांक: २९/०८/२०२३

भरतपुर मंडलात शुल्क रु. 25,67,200/-

संजीवनी ८: १३। अ.स. भा. इतिहास के अ.स.

[गुह्यसंज्ञासंग्रहः] ६३।

संख्या: 31250 00

सह-दुष्यम निबंधक, वर्ष-२,
नागपुर प्रविण्य क्र. ७.

मिळाले: 2/29/2023 06:14:33 PM ची वेळ: (मि)



१ नंयराचे बुकाचे
०९९० अंकी नोंदला
प्रमाणित करण्यात येते कि,
या दस्ताला एकुण ०९९० पाने आहेत

सह मुख्य निबंधक वर्ग-२
नागपूर प्राविण अ. ७,
दि. १९/९/२३ याह २३ रान २०२३

