267/5367
Monday,July 19 ,2021
4:27 PM

पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn. :39M

पावती क्र.: 6777 दिनांक: 19/07/2021

गावाचे नाव: अजनी
दस्तऐवजाचा अनुक्रमांक: नगन4-5367-2021
दस्तऐवजाचा प्रकार : विक्रमलकरारनामा
सादर करणाऱ्याचे नाव: मे. डेल्टा डेव्हलपर्स तर्फे भागीदार क्र. 1 नरेंद्र बाबूराव सातपुते . .

DELIVERED

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1040.00
पृष्ठांची संख्या: 52	
एकूण:	रु. 31040.00

अपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:45 PM ह्या वेळेस मिळेल.

NGP4

सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

बाजार मूल्य: रु.69383500 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 3469200/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 40/-
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003811723202122E दिनांक: 19/07/2021
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.1000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1907202108414 दिनांक: 19/07/2021
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN	MH003811723202122E	BARCODE		Date	19/07/2021-14:43:50	Form ID	25.2

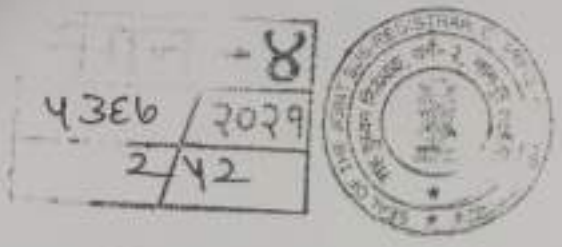
Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAHFD5008J
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	MS DELTA DEVELOPERS
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	Plot No. 4
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Registration Fee	30000.00	Road/Street	Mouza AJNI
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 2 2
		Remarks (If Any)	PAN2=ABWPK2188E~SecondPartyName=ROHINI SUDHAKAR KALE~
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572021071908059	9K08ELXQF8
Cheque/DD No.		Bank Date	RBI Date	19/07/2021-14:24:44	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9423100471
NOTE:- This chalan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन फक्त दुय्यम निबंधक कार्यालयात नोंदणी करावयाचा दस्तासाठी लागू आहे. नोंदणी न करावयाचा दस्तासाठी सदर चलन लागू नाही.

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4360 / 2029
9/12

Print Date 19-07-2021 02:44:39


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4366 / 2079
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Certificate u/s 32(1) (b) of the Maharashtra Stamp Act, 1958
(ADJ)

Office of the 4600901
Collector of Stamps, Nagpur
Adj. Case No. 58/2021
Date 17/6/2021

Received From Shri/Smt./M/s. DELTA DEVELOPERS
Residing at Nagpur
Market Value Rs. 6,93,83,500/-
Stamps duty of Rs. 34632500/- (in words Rs. Thirty four lakh thirty nine thousand five hundred only,
Paid vide e-Challan No. MH003459318202021E date 13/7/2021

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 34,63,175/- (in words Rs. Thirty four lakh Sixty nine thousand One Hundred Seventy five only) with which instrument is chargeable has been paid as per Article 5(g-9) of Schedule-I.

This certificate is subject to the provision of Section 53-A of Maharashtra Stamp Act, 1958.

Nagpur
Date : 13/7/2021

Collector of Stamps
Nagpur City

हे आदेश मुद्रांक मुद्रांक अधिनियम, १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८ च्या अधिनियमातील तरतूदी नुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील

मुद्रांक जिल्हाधिकारी
नागपुर शहर

Joint Dist. Registrar CL-I & Collector of Stamps ★ NAGPUR CITY ★

AGREEMENT OF RE- DEVELOPMENT

MARKET VALUE ₹.6,93,83,500/- ONLY

(Item No._____, Page No. _____ Mouza : Ajni @ Rs. _____/-)

THIS AGREEMENT OF RE- DEVELOPMENT is made at Nagpur on this 13th Day of July, 2021 BETWEEN —

(1) SMT. ROHINI W/o SUDHAKAR KALE,
Aged about 77 Years, Occupation - Retired, (Income Tax PAN – ABWPK2188E) (Aadhar No. 3302 2334 2696) (Mobile No. 9665964857),
Resident of B4 Plot, A1 Saphalya Apartments, Behind Chitrakala mahavidyalaya, Rani Laxmi Nagar, Nagpur 22.

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(2) MR. VINEET S/o VINAYAK KHER,
Aged about 62 Years, Occupation – Retired, (Income Tax PAN – ABAPK1016H) (Aadhar No. 9404 8871 8575) (Mobile No. 9890753245),
Resident of B4 Plot. A2 Saphalya Apartments, Behind Chitrakala mahavidyalaya, Rani Laxmi Nagar, Nagpur 22.

(3-A) MR. RAJESHWAR S/o LATE MR. GOPAL BHAKEY,
Aged about 44 Years, Occupation - Service, (Income Tax PAN – ADQPB3291B) (Aadhar No. 4769 9649 2894) (Mobile No. 7981267163),
Resident of 20 Carlisle Rd Basking Ridge NJ 07920 USA.

(3-B) MRS. GIRIJA W/o JITENDRA JOSHI (before marriage name GIRIJA D/o LATE MR. GOPAL BHAKEY),
Aged about 47 Years, Occupation - Physician, (Income Tax PAN – ESXPB1445M) (Mobile No. 7329864889), Resident of 8 Limoli Court Edison NJ 08820 USA.
The aforesaid Nos. (3-A) and (3-B) acting through their duly Constituted Attorney M/S. DELTA DEVELOPERS, a Partnership Firm having its Office at Plot No. 54/B, Shri Tower, Near Sai Watika Lown, Shankar Nagar , Nagpur, (Income Tax PAN – AAHFD5008J), acting through its Partner **MR. NARENDRA S/o BABURAO SATPUTE,** Aged 45 Years, Occupation – Business, (Income Tax PAN – AQUPS9878E) (Adhar No. 881691351772) (Mobile No. 9423100471) Resident of Near RSS Building, Mahal, Nagpur, Pin Code No. 440002 in Tahsil & District – NAGPUR.

(4-A) SMT. USHA Wd/o LATE MR. PRABHAKAR JAVKHEDKAR,
Aged about 77 Years, Occupation - Retired, (Income Tax PAN – ABGPJ 7830G) (Aadhar No. 2777 3715 2477) (Mobile No. 9767623586), Resident of - Flat No. B-3/22, Moraya Residency, Opposite Abhinav College, Sus Road, Pashan, Pune 411021

(4-B) MR. MANGESH S/o LATE MR. PRABHAKAR JAVKHEDKAR,
Aged about 50 Years, Occupation - Service, (Income Tax PAN – ADNPJ 6477E) (Aadhar No. 2256 3850 5308) (Mobile No. 9921151122),
Resident of Flat No. B-3/22, Moraya Residency, Opposite Abhinav College, Sus Road, Pashan, Pune 411021

(5-A) MRS. SUNITA Wd/o DATTATRAYA KULKARNI, Aged about 81 Years, (Aadhar No. 8087 5915 8409) Resident of Plot No. B/4, Saphalya Apartment, Near Dikshabhumi Laxmi Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR, (Income Tax PAN – _____)

(5-B) MR. AMITABH S/o DATTATRAYA KULKARNI, Aged about 49 Years, (Income Tax PAN – AHXPK1441K) (Aadhar No. 2315 1845 8884) Resident of Plot No. B/4, Saphalya Apartment, Near Dikshabhumi Laxmi Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR.

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(5-C) MR. ASHUTOSH S/o DATTATRAYA KULKARNI, Aged about 55 Years, (Income Tax PAN – ACVPK7920J) (Aadhar No. 4023 4385 5232) Resident of Plot No. B/4, Saphalya Apartment, Near Dikshabhumi Laxmi Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR

(5-D) MR. ABHIJEET S/o DATTATRAYA KULKARNI, Aged about 58 Years, (Aadhar No. 8087 5915 8409) Resident of Plot No. B/4, Saphalya Apartment, Near Dikshabhumi Laxmi Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR (Income Tax PAN – _____)

(6-A) SMT. CHANDRIKA Wd/o LATE MR. PRANSHANKAR JOSHI
Aged about 74 Years, Occupation - Housewife, (Income Tax PAN – ADVPJ2576N) (Aadhar No. 6981 9204 9183) (Mobile No. 9765509000), Resident of B-4, Near Chitrakala Mahavidyalaya, Laxmi Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR

(6-B) MR. JIGNESH S/o LATE MR. PRANSHANKAR JOSHI, Aged about 48 Years, (Income Tax PAN – AEOPJ0470K), (Aadhar No. 4205 0129 4024), (Mobile No. 9765509000), Resident of Flat No. 701, Swapnil Trusha, Plot No. 126A, Laxminagar, Buti Layout, Laxminagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR

(7) MR. DEEPAK S/o DATTATRAY BHAVE,
Aged about 59 Years, Occupation - Service, (Income Tax PAN – AOHPB5688N) (Aadhar No. 4418 4455 2584) (Mobile No. 9403118886),
Resident of plot no. B/4, flat no. B/1, Saphalya Apts, Laxminagar, Nagpur-22.

(8) SMT. SANDHYA W/o KRISHNARAO PALSODKAR,
Aged about 64 Years, Occupation - Housewife, (Income Tax PAN – BKUPP7243M) (Aadhar No. 5095 4794 7317) (Mobile No. 7709197130),
Resident of Resident of plot no. B/4, flat no. B/2, Saphalya Apts, Laxminagar, Nagpur-22.

(9) MR. RAJIV S/o VINAYAK RAOLE,
Aged about 57 Years, Occupation - Freelance Programmer, (Income Tax PAN – AEZPR7118D) (Aadhar No. 6644 5781 4471) (Mobile No. 9766616437), Resident of plot no. B/4, flat no. B/3, Saphalya Apts, Laxminagar, Nagpur-22.

(10) MR. PRASAD S/o RAMESH KOTESHWAR,
Aged about 50 Years, Occupation - Service, (Income Tax PAN – ABTPK0026E) (Aadhar No. 9542 0540 4186) (Mobile No. 9428165993), Resident of 93, Pratham Paradise, Near Uma Vidyalaya Tarsali, Vadodara (Gujarat) 390009.

(11) MR. BASANTKUMAR S/o ANANTLAL TIWARI,
Aged about 82 Years, Occupation - Retired, (Income Tax PAN – AAUPT1320Q) (Aadhar No. 3466 2639 8158) (Mobile No. 9503769271), Resident of Flat No B/5, Plot No B/4, Saphalya Apartments, Laxminagar, Nagpur, 440022.

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(12) MR. NITIN S/o LATE MR. DAMODAR LABHE,
Aged about 52 Years, Occupation - Business, (Income Tax PAN – ABZPL0493L) (Aadhar No. 6963 7201 3867) (Mobile No. 9373129617), Resident of Plot No. B/4, Flat No. B-6, Safalya Apartment, Laxminagar, Nagpur 440022.

Hereinafter all jointly called the **OWNERS,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **OWNERS,** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

M/S. DELTA DEVELOPERS, a Partnership Firm having its Office at Plot No. 54/B, Shri Tower, Near Sai Watika Lown, Shankar Nagar , Nagpur, (Income Tax PAN – AAHFD5006J), acting through its Partners (1) **MR. NARENDRA S/o BABURAO SATPUTE**, Aged 45 Years, Occupation – Business, (Income Tax PAN – AQUPS9878E) (Adhar No. 881691351772) (Mobile No. 9423100471) Resident of Near RSS Building, Mahal, Nagpur, Pin Code No. 440002 in Tahsil & District – NAGPUR, And (2) **MR. JEEVAN S/o GULABRAO GHIME**, Aged 52 years, Occupation – Business, (Income Tax PAN – ACBPG0641E) (Aadhar No. 8596 0131 4070) (Mobile No. 9822565879), Resident of Plot No. 29, Madhuvan, Ward Road, Opposite Sonegaon Police Station, Kanamwar Nagapur, Nagpur, Pin Code No. 440005, Tahsil and District – NAGPUR hereinafter called the **DEVELOPER,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS,** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART.**

AND

STATE BANK OF INDIA SUPERVISING OFFICIAL'S "SAPHALYA" CO-OPERATIVE HOUSING SOCIETY LTD, NAGPUR, registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. NGP/HSG/760 of 1972 (Income Tax PAN – ABBHD3487N) having its Registered Office at Nagpur acting through its Hon'ble Secretary Shri Deepak Bhave, Aged about 58 Years, Occupation – Service, (Aadhar No. 4418 4455 2584) (Mobile No. 9409118686), Resident of Flat No. B-4, Saphalya, Laxmi Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR, hereinafter called the ~~OWNER~~ CONSENTER SOCIETY, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said ~~OWNER~~ CONSENTER SOCIETY, as well as, its liquidators, administrators and assigns of the THIRD PART.

WHEREAS the Owners hereinabove named own and possess ALL THAT Piece and Parcel of land bearing **Plot No. 4** in Block – B out of the sanctioned layout of the Scientific Co-operative Housing Society Limited, Nagpur, containing by total **admeasurements 1195.37 Sq. Mtrs. (i.e. 12867 Sq. Ft.)** being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 25-26/1-4 of Mouza - AJNI, City Survey No. 578 &579

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and **Sheet No. 9 of Mouza - AJNI**, situated at Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR; AND

WHEREAS ALL THAT Piece and Parcel of land bearing **Plot No. 4** in Block – B out of the sanctioned layout of the Scientific Co-operative Housing Society Limited, Nagpur, containing by total **admeasurements 1195.37 Sq. Mtrs. (i.e. 12867 Sq. Ft.)** being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 25-26/1-4 of Mouza - AJNI, bearing **City Survey No. 578 &579** and **Sheet No. 9 of Mouza - AJNI**, situated at Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur, having purchased the same by it from Dr. Mr. Bhaskar Ramchandra Chandorkar, by a Sale Deed 29-08-1972, which is duly registered in the Office of the Joint Sub Registrar, Nagpur at Registered Serial No. 3981 on even date; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron decided to develop the said Plot No. 4 in Block – B into a Residential Estate by constructing a Multistoreyed Building thereon consisting of 12 self contained separate apartments therein; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur has accordingly prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot No. 4 in Block – B and to be known and styled as "SAPHALYA" and the same is also duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide its Building Permit No. CS/8147/12380 Dated 29-04-1980; AND

WHEREAS the said State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron complete the construction of the said Multistoreyed Building known as "SAPHALYA" in accordance with the aforesaid duly sanctioned Plan dated 29-04-1980.

WHEREAS On completion of the said Multistoreyed Building proportionate undivided share in the said Plot of land and apartments were transferred to the various Owner as under –

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed Sale Deed on 07-02-2008 relating to the **Apartment No. A-1** on the GROUND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Smt. Rohini Sudhakar Kale, the Owner No. 1 hereinabove named**, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 694/2008 on 07-02-2008; AND

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WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron allotted the **Apartment No. A-2** on the GROUND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur to Mr. Vinayak Krishna Kher, by an Allotment Letter dated 12-04-1988 and lateron executed Sale Deed on 05-02-2008 relating to the Apartment No. A-2 on the GROUND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of Mr. Vinayak Krishna Kher, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 650/2008 on 05-02-2008; AND

WHEREAS the aforesaid Mr. Vinayak Krishna Kher left for heavenly abode on 05-09-2011 and consequent upon his death/demise their Apartment No. A-2 on the GROUND FLOOR of a building known and styled as "SAPHALYA" devolved upon his Widow Smt. Vinaya Vinayak Kher, Two Sons namely (1) Mr. Vishwajit Vinayak Kher, (2) Mr. Vineet Vinayak Kher and only married Daughter namely Mrs. Vidula Madhukar Mendhekar, by way of will and intestate succession being the legal heirs of the deceased; AND

WHEREAS lateron (1) Smt. Vinaya Vinayak Kher, (2) Mr. Vishwajit Vinayak Kher, (3) Mrs. Vidula Madhukar Mendhekar relinquished their share in the Apartment No. A-2 on the GROUND FLOOR of a building known and styled as "SAPHALYA" in favour of **Mr. Vineet Vinayak Kher, the Owner No. 2 hereinabove named**, by Registered Relinquishment Deed dated 23-08-2012, which is duly registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Registered Serial No. 5127/2012 on 23-08-2012; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed on 05-02-2008 relating to the **Apartment No. A-3** on the FIRST FLOOR of a building known and styled as "SAPHALYA" situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Gopal Manoharrao Bhakey,** , which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 647/2008 on 05-02-2008; AND

WHEREAS **Mr. Gopal Manoharrao Bhakey** left for heavenly abode on 12-01-2013 and consequent upon his death/demise his aforesaid property devolved upon **his** Son Mr. Rajeshwar Gopal Bhakey **the Owner No. 3(A) hereinabove named** and married Daughter Mrs. Girija Jitendra Joshi **the Owner No. 3(B) hereinabove named**, by way intestate succession being the legal heirs of the deceased; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed Dated 05-02-2008 relating to the **Apartment No. A-4** on the FIRST FLOOR of a building known and styled as

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"SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Prabhakar Narayan Jakhedkar,** which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 644/2008 on 05-02-2008, AND

WHEREAS **Mr. Prabhakar Narayan Jakhedkar** left for heavenly abode on 22-12-2013 and consequent upon his death/demise his aforesaid property devolved upon **his Widow Smt. Usha Prabhakar Jakhedkar, the Owner No. 4(A) hereinabove named** and Only Son Mr. Mangesh Prabhakar Jakhedkar, **the Owner No. 4(B) hereinabove named**, by way intestate succession being the legal heirs of the deceased; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed Dated 31-08-2005 relating to the **Apartment No. A-5** on the FIRST FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Dattatraya Ramdas Kulkarni,** which is duly registered in the Office of the Sub-Registrar, Nagpur-2 in Book No. 1 at Registered Serial No. 2740 on 31-08-2005; AND

WHEREAS **Mr. Dattatraya Ramdas Kulkarni** left for heavenly abode on 20-09-2013 and consequent upon his death/demise his aforesaid property devolved upon **his Widow Smt. Sunita Dattatraya Kulkarni, the Owner No. 5(A) hereinabove named** and Only Son Mr. Amitabh **Dattatraya Kulkarni, the Owner No. 5(B) hereinabove named,** Mr. Ashutosh **Dattatraya Kulkarni, the Owner No. 5(C) hereinabove named,** Mr. Abhijeet **Dattatraya Kulkarni, the Owner No. 5(D) hereinabove named,** by way intestate succession being the legal heirs of the deceased; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed on 05-02-2008 relating to the **Apartment No. A-6** on the SECOND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Pranshankar Bhanushankar Joshi,** which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 645/2008 on 05-02-2008; AND

WHEREAS the aforesaid Mr. Pranshankar Bhanushankar Joshi lateron left for heavenly abode on 24-05-2021 and consequent upon his death, his aforesaid property devolved upon his widow namely Smt. Chandrika Pranshankar Joshi, Only Son Mr. Jignesh Pranshankar Joshi and only daughter namely Mrs. Milika Aniruddha Selukar, jointly by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS Mrs. Milika Aniruddha Selukar relinquished their share in Apartment No. A-6 on the SECOND FLOOR of a building known and styled as "SAPHALYA", situated

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at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of her brother Mr. Jignesh Pranshankar Joshi, by a Registered Relinquishment Deed Dated 16.06.2021, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 4305 on even date. As a result therefore the aforesaid (1) Smt. Chandrika Pranshankar Joshi, (2) Mr. Jignesh Pranshankar Joshi jointly have now become an exclusive, absolute and full Co-owners of the aforesaid property with heritable and transferable rights therein; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed on 07-02-2008 relating to the **Apartment No. B-1** on the GROUND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Deepak Dattatray Bhave, the Owner No. 7 hereinabove named**, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 696/2008 on 07-02-2008; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed on 07-02-2008 relating to the **Apartment No. B-2** on the GROUND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of (1) **Smt Jayashre Gangadhar Dantale, (2) Smt. Sandhya Krushnarao Palsodkar,** which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 695/2008 on 07-02-2008; AND

WHEREAS **Smt Jayashre Gangadhar Dantale** left for heavenly abode on 19.05.2018 and consequent upon her death/demise her aforesaid property devolved upon **her daughter Smt. Sandhya Krushnarao Palsodkar, the Owner No. 8 hereinabove named hereinabove named**, by way intestate succession being the only legal heir of the deceased; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron Sale Deed on 05-02-2008 relating to the **Apartment No. B-3** on the FIRST FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Vinayak Moreshwar Raole,** which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 648/2008 on 05-02-2008; AND

WHEREAS all the legal heirs of **Mr. Vinayak Moreshwar Raole** relinquished his property in favour of his Son Mr. Rajiv Vinayak Raole, **the Owner No. 9 hereinabove named**, by a Registered Relinquishment Deed dated 26-02-2015, which is duly Registered in the office of the Sub Registrar Nagpur-4 at Registered Serial No. 998/2015 on 26-02-2015; AND

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WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed on 14-03-2008 relating to the **Apartment No. B-4** on the FIRST FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Prasad Ramesh Koteshwar, the Owner No. 10 hereinabove named**, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 1523/2008 on 14-03-2008; AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed on Sale Deed on 05-02-2008 relating to the **Apartment No. B-5** on the SECOND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Basantkumar Anantlal Tiwari, the Owner No. 11 hereinabove named**, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 649/2008 on 05-02-2008. AND

WHEREAS State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur lateron executed a Sale Deed on 05-02-2008 relating to the **Apartment No. B-6** on the SECOND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of **Mr. Damodar Govindrao Labhe,** which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Registered Serial No. 643/2008 on 05-02-2008; AND

WHEREAS **Mr. Damodar Govindrao Labhe** executed his last WILL AND TESTAMENT on 04.11.2010 and thereby he bequeathed the said **Apartment No. B-6** on the SECOND FLOOR of a building known and styled as "SAPHALYA", situated at Scientific Co-operative Housing Society Ltd., Laxminagar, Nagpur, in Tahsil and District – Nagpur in favour of his Son Mr. Nitin Damodar Labhe, **the Owner No. 12 hereinabove named** named, absolutely forever with heritable and transferable rights therein and the said Will Deed is registered in the Office of the Sub-Registrar Nagpur-1 at Registered Serial No. 5792 on 04.11.2010. The said Mrs. **Mr. Damodar Govindrao Labhe** left for heavenly abode on 30.03.2017and consequent upon her death/demise the said property devolved his son **Mr. Nitin Damodar Labhe**, became the Owner of the said property in terms of the aforesaid Will Dated 04.11.2010 with heritable and transferable rights therein, AND

WHEREAS, for the redevelopment the Developer will be required to obtain the lawful possession of the said Apartment by following the process of law and the Developer has voluntarily accepted to enter into instant agreement with the Owners who constitute majority of the members of the Owner society,

WHEREAS as a result therefore the aforesaid Owner hereinabove named have now become the Joint/Co-Owner of the aforesaid entire property comprising Plot No. 4 in

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Block – B Together with the entire R.C.C. Superstructures comprising a Multistoreyed Building standing thereon known and styled as "SAPHALYA", situated at Laxminagar, Nagpur in Tahsil and District – Nagpur each consisting of proportionate Undivided share and interest therein, AND

WHEREAS, for the sake of convenience the details of Ownership of each Owner in the aforesaid property is reproduced hereunder in a tabular form:

Sr. No.	Apartment Owner	Apartment No.	Existing Floor	Built-up area as per Sale Deed	Undivided share in land
1	Smt. Rohini Sudhakar Kale	A-1	GROUND	100.33	Proportionate
2	Mr. Vineet Vinayak Kher	A-2	GROUND	100.33	Proportionate
3	Mr. Rajeshwar Gopal Bhakey and Mrs. Girija Jitendra Joshi (before marriage name Girija Gopal Bhakey)	A-3	FIRST	100.33	Proportionate
4	Smt. Usha Prabhakar Jakkhedkar and Mr. Mangesh Prabhakar Jakkhedkar	A-4	FIRST	100.33	Proportionate
5	Mrs. Sunita Dattatraya Kulkarni, Mr. Amitabh Dattatraya Kulkarni, Mr. Ashutosh Dattatraya Kulkarni, Mr. Abhijeet Dattatraya Kulkarni,	A-5	FIRST	100.33	Proportionate
6	(1) Smt. Chandrika Pranshankar Joshi, (2) Mr. Jignesh Pranshankar Joshi	A-6	SECOND	100.33	Proportionate
7	Mr. Deepak Dattatray Bhave	B-1	GROUND	100.33	Proportionate
8	Smt. Sandhya Krushnarao Palsodkar	B-2	GROUND	100.33	Proportionate
9	Mr. Rajiv Vinayak Raole	B-3	FIRST	100.33	Proportionate
10	Mr. Prasad Ramesh Koteshwar	B-4	FIRST	100.33	Proportionate
11	Mr. Basantkumar Anantlal Tiwari	B-5	SECOND	100.33	Proportionate
12	Mr. Nitin Damodar Labhe	B-6	SECOND	100.33	Proportionate

WHEREAS the aforesaid Multistoreyed Building is now too old and may require huge expenditure for the same and consequentially therefore State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur the Owner hereinabove named has now decided to demolish the said existing Multistoreyed Building and to Re-Develop the said property bearing Plot No. 4 containing by total admeasurements 1195.37 Sq. Mtrs. (i.e. 12867 Sq. Ft.) into a RESIDENTIAL ESTATE by constructing a New Multistoreyed Building thereon consisting of various self contained separate Apartments therein and accordingly the aforesaid State Bank of India Supervising Officials' "Saphalya" Co-operative Housing Society Ltd., Nagpur and Owners decided to reconstruct/re-develop the said property; AND

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WHEREAS the Owner/Consentor being thus desirous of Re-developing the said property and the Developer hereinabove named, who is a reputed and well experienced Builder of the City having expressed its desire, readiness and willingness to undertake the proposed work of Re-Development, the Owner/Consentor after detailed due discussion in between them and detailed negotiations with the Developer have now jointly agreed to entrust the entire work of Re-Development of the said property to **M/S. DELTA DEVELOPERS** i.e. the Developer hereinabove named upon the following terms and conditions.

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

(1) THAT the OWNER/CONSENTOR do hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to RE-DEVELOP ALL THAT Piece and Parcel of land bearing **Plot No. 4** in Block – B out of the sanctioned layout of the Scientific Co-operative Housing Society Limited, Nagpur, containing by total **admeasurements 1195.37 Sq. Mtrs. (i.e. 12867 Sq. Ft.)** being a portion of the entire land bearing Khasra Nos. 4/1, 4/2, 7/2, 25-26/1-4 of Mouza - AJNI, TOGETHERWITH the existing Multistorayed Building standing thereon consisting of 12 separate Apartments therein and known and styled as **"SAPHALYA"**, bearing Corporation House No. 143/2, **City Survey No. 578 &579** and **Sheet No. 9 of Mouza - AJNI**, situated at Laxminagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the Developer has specifically agreed to construct at its own costs various apartments and out of which 12 (Twelve) 3(Three) BHK Apartments shall be handed over to existing Owner (1 for each Owner), each covering a Carpet area as mentioned in the below mentioned table of a Ground floor parking and + upper floors of a Building proposed to be constructed on the said Plot of land in accordance with the Building Plan to be sanctioned by the authorities as per the prevailing DCR and Specifications appended hereto as ANNEXURE-A, which is proposed to be sanctioned and to give, grant and convey the same to the Owner hereinabove named in duly finished and completed condition within 28 (TWENTY EIGHT) Months from the date of sanction of the building plan and delivery of vacant possession by the Owners whichever is earlier. The cost of construction of the said Apartments chosen to be retained by the Owner is not subject to any increase inspite of rise in prices of various building materials and the same shall be adjusted against the cost of land share of Owner in the said property. It is clearly understood and agreed by the Owner that their present undivided proportionate percentage in share in land shall be reduced proportionately after construction and they hereby assure Developer that they shall not claim any compensation against the same. If the Developer fails to handover the possession of the chosen apartments to the Owner within 28 months as mentioned above, then in that case the Developer shall pay Rs. 5,000/- Only Per Month to each of the Consentor/Owner from the date of default till the date of handing over the possession as a liquidated damages. It is however made clear

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that the extension of time shall be maximum for a period of 12 months and if during the extended period the Developer fails to discharge his obligation the agreement shall be cancelled in accordance with the terms and conditions stipulated hereunder. The said payment of Rs.5,000/- per month shall be excluding the rent, which the Developer has agreed to pay to the present Apartment owners in the manner herein below. It is thus agreed that the on committing default in delivery of possession of the Apartments to the present apartment owners, the Developer shall continue to pay monthly rent to the Owners and shall additionally pay Rs.5,000/-per month by way of liquidated damages.

The details of the Apartments agreed to be constructed by the Developer and transferred to the Owners is reproduced here under in a tabular form:

Sr. No.	Apartment Owner	Old Apartment No. (Existing)	Existing Floor	Built-up area as per sale Deed (Existing) in Sq. Ft.	NEW Apartment No.	NEW Floor	Proposed Carpet area in Sq. Mtrs. as per RERA subjected to as may be sanctioned by development authority
1	Smt. Rohini Sudhakar Kale	A-1	GROUND	1079.95	202	SECOND FLOOR	89.9387
2	Mr. Vineet Vinayak Kher	A-2	GROUND	1079.95	201	SECOND FLOOR	89.9387
3	Mr. Rajeshwar Gopal Bhakey and Mrs. Girija Jitendra Joshi (before marriage name Girija Gopal Bhakey)	A-3	FIRST	1079.95	402	FOURTH FLOOR	89.9387
4	Smt. Usha Prabhakar Jaykhedkar and Mr. Mangesh Prabhakar Jaykhedkar	A-4	FIRST	1079.95	401	FOURTH FLOOR	89.9387
5	Mrs. Sunita Dattatraya Kulkarni, Mr. Amitabh Dattatraya Kulkarni, Mr. Ashutosh Dattatraya Kulkarni, Mr. Abhijeet Dattatraya Kulkarni,	A-5	SECOND	1079.95	602	SIXTH FLOOR	89.9387



Sr. No.	Apartment Owner	Old Apartment No. (Existing)	Existing Floor	Built-up area as per sale Deed (Existing) in Sq. Ft.	NEW Apartment No.	NEW Floor	Proposed Carpet area in Sq. Mtrs. as per RERA subjected to as may be sanctioned by development authority
6	(1) Smt. Chandrika Pranshankar Joshi, (2) Mr. Jignesh Pranshankar Joshi	A-6	SECOND	1079.95	601	SIXTH FLOOR	89.9387
7	Mr. Deepak Dattatray Bhave	B-1	GROUND	1079.95	203	SECOND FLOOR	89.9387
8	Smt. Sandhya Krushnarao Palsodkar	B-2	GROUND	1079.95	604	SIXTH FLOOR	89.9387
9	Mr. Rajiv Vinayak Raole	B-3	FIRST	1079.95	404	FOURTH FLOOR	89.9387
10	Mr. Prasad Ramesh Koteshwar	B-4	FIRST	1079.95	403	FOURTH FLOOR	89.9387
11	Mr. Basantkumar Anantlal Tiwari	B-5	SECOND	1079.95	204	SECOND FLOOR	89.9387
12	Mr. Nitin Damodar Labhe	B-6	SECOND	1079.95	603	SIXTH FLOOR	89.9387

The Developer further declares that it shall execute separate Deed of Apartments regarding the aforesaid Apartments in favour of the each Owner and get the same duly registered. The Stamp Duty, Registration Fee, GST and Other Misc. expenses required for such Registration shall be borne and paid by the Developer above named.

(3) THAT the developer agrees to pay an amount of Rs. 15000/- per month (net after deduction of TDS) towards displacement compensation to each Owner independently from the date of vacating the flat till the owner gets possession of the new flats apart from this the developer in accordance with the terms and conditions of this agreement. The Developer shall also pay a one time shifting charges for both ways Rs. 10,000/- to each flat owner for meeting shifting expenses.

(4) THAT the developer agrees that this redevelopment project shall be covered under all the provisions of RERA Act in toto.

(5) That the Owners/Consentor hereby allow and permit the Developer to borrow the Project Finance for the aforesaid proposed scheme from any Financial Institution and mortgage the salable units of the property or any part thereof to it by way of security for the repayment of loan, if desired. The responsibility of repayment of the said loan shall be of

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the Developer alone and the Owners/Consentor at any cost shall not be responsible for the aforesaid loan amount.

(6) That it is specifically understood and agreed by the Owners/Consentor that they shall produce all the Original title deeds relating to the said property as and when the same are required for verification and/or for any purpose without assigning any excuse or reason.

(7) THAT upon receiving Possession from the Owners/Consentor pursuant to sanctioned building plan the developer shall be entitled to demolish the existing structure standing on the said plot of land exclusively from and out of its own costs and expenses. All the old building material left by the Owners/Consentor, except furnishing items taken out thereof by the Owners/Consentor shall always belong to the Developer with a right of disposal upon the same.

(8) THAT the Owners/Consentor hereby allows and permits the developer to use and consume the electricity and water from the existing connections for the proposed construction works. However the Bills of the same shall be borne and paid by the Developer alone from the date of delivery of possession by the respective Consentor.

(9) THAT the Developer hereby assures the Owners/Consentor that it shall obtain the necessary Consent Letters/No Objection Certificates/Papers/Documents required for the aforesaid proposed transaction of Development from the various Government/Semi-Government Departments and Offices exclusively from and out of its own funds and produce the same at the time of Registration of the Sale Deed(s). However the Owners/Consentor shall extend all necessary and reasonable co-operation in this behalf to the Developer.

(10) THAT the Owners/Consentor further assures the Developer that the property hereby agreed to be developed/sold is their separate and self acquired property belonging to them alone, having purchased the same by them exclusively from and out of their own earnings and savings or by way of succession and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same. And the Owners/Consentor hereby assure to resolve if any dispute about Ownership arises in future at their cost and due to any prohibitory order of the competent court if construction work is stopped then time of construction shall be extended mutually.

(11) THAT the development/sale will be free from encumbrances of all kinds whatsoever and also free from payment of Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. it os agreed by the Consentors that all kinds of payments in the form of Corporation tax, Electricity Charges, Cesses, Water Charges shall be made by them till the date of delivery of possession . it shall be duty of the Developer to pay the same after the possession is delivered to it.

(12) THAT the property hereby agreed to be developed is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event, if any mis-statement, error or omission shall be discovered, the same shall not annul this



Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(13) THAT, only after transfer of the Apartments by the Developer to the ~~Consentors~~ Owners and delivery of possession of such apartments; the Owners/Consentor shall execute transfer deeds of the Apartments to be sold by the Developer in favour of the nominee(s) of the Developer by way of Registration of the Sale Deed(s).

(14) THAT it is clearly understood and agreed by the Owners/Consentor that pending Registration of the Sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various Self contained separate Apartments therein. The Owners/Consentor do hereby agree to sign the proposed/revised Plans, Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted for approval of the proposed/ Revised Plans. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised Plans, provided the Developer pays/deposits necessary sums/ charges/fees/expenses in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation in the names of the Owners/Consentor. It is agreed that if any refund is found to be permissible from the said authorities, the Consentrors agree to reimburse the same to Developer after the same is received from the authorities.

(15) THAT the Owners/Consentor hereby allow and permit the Developer that it can obtain or purchase the TDR for the said land at it's own cost for the effective redevelopment and shall be further entitled to get sanction revised building map duly signed by the Consentors accordingly. It is specifically agreed by the parties that the TDR so purchased shall be meant for its use on the Plot mentioned here. If the TDR is unable to be utilized over the said plot considering the sanctions by the authorities, then in such event the Developer shall be entitled to sale /transfer the unconsumed balance T.D.R. to any interested buyer and to execute a proper Deed of Transfer regarding the same in favour of such interested buyer and to get the same duly registered in accordance with the law in force and also to receive the consideration for such T.D.R. from such interested buyer and to pass a valid receipt and discharge for the same.

(16) THAT the Owners/Consentor shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer as per the sanctioned Plan and/or after getting the Revised Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(17) THAT the Owners/Consentor does hereby allow and permit the Developer to display it's board at site at any time after vacant possession of all Apartments handed over to Developer.

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