भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

◐ 2020 ◐

XS 798160

09 APR

NOTARIAL REG.
ENTRY NO. 987
DATE 1/7/2021

AGREEMENT OF JOINT DEVELOPMENT

SARDAR JAGTARSINGH UPPAL

NOTARY P. M. MASTAN GOVT. OF INDIA

M/S. NANIK INFRA P. N. Nanik

(अनुच्छेद ४)

प्रतिज्ञा पत्र कोणाकडे सादर करावयाचे .....वि.....

प्रतिज्ञापत्रासाठीचे कारण.....

मुद्रांक विकत घेणाऱ्याचे नाव व रहिवाशी पत्ता..... प्रविण बालानी नागपुर

मुद्रांक विक्री बाबतची नोंद वही अनुक्रमांक/दिनांक.....१७०९ दि. २०/४/२०२१

मुद्रांक विकत घेणाऱ्याची सही/दिनांक.....

परवानाधारक मुद्रांक विक्रेत्याची सही व **सौ. सविता एन. बांदूरकर**
स्टॅम्प वेंडर,
लॉ. नं. २०/१९९२
दु.नि.क्र.५, नागपूर-शहर.
कोड नं. ४६०१०३१
हिरा नगर, जरीपटका,
नागपूर-14

परवाना क्रमांकासेच मुद्रांक विक्रीचे ठिकाण

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

◐ 2020 ◐

NAGPUR TREASURY

XS 798161

05 APR 20

Stamp Head Clerk / Sr. Clerk

SARDAR JAGTARSINGH UPPAL

NANIK INFRATECH
Pl. N. 496,
Nanik's
Ashtavinayak
Aradhana,
Nagpur-26
NAGPUR

(अनुच्छेद ४)

प्रतिज्ञा पत्र कोणाकडे सादर करावयाचे ..... वकील ...

प्रतिज्ञापत्रासाठीचे कारण .....

मुद्रांक विकत घेणाऱ्याचे नाव व रहिवाशी पत्ता ..... प्रविण बागमारे नागपूर

मुद्रांक विक्री बाबतची नोंद वही अनुक्रमांक/दिनांक ..... 960 दि. 20/8/2024

मुद्रांक विकत घेणाऱ्याची सही/दिनांक .....

परवानाधारक मुद्रांक विक्रेत्याची सही व सौ. सविता एन. चांदूरकर

परवाना क्रमांकितसेच मुद्रांक विक्रीचे ठिकाण

स्टॅम्प व्हेंडर,
लॉ. नं. २०/१९९२
दु.नि.क्र.५, नागपूर-शहर.
कोड नं. ४६०१०३१
हिरा नगर, जरीपटका,
नागपूर-14

NOTARY
M. MAHTAI
NAGPUR
GOVT. OF

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

◐ 2020 ◐

NAGPUR TREASURY
XS 798162
05 APR 20
Stamp Head Clerk / Sr. Cl

SARDAR JAGTARSINGH DHAL

M/S. NANIK INFRATECH
Pl. N. 496,
Nanik's
Ashtavinayak
Aradhana,
Nagpur-26
NAGPUR

(अनुच्छेद ४) ५.

प्रतिज्ञा पत्र कोणाकडे सादर करावयाचे .....दु.नि.....

प्रतिक्षापत्रासाठीचे कारण..... पत्नीचा व्यवसाय

मुद्रांक विकत घेणाऱ्याचे नाव व रहिवाशी पत्ता..... नागपूर

मुद्रांक विक्री दाखलची नोंद वही अनुक्रमांक/दिनांक..... १८१ दि. २०/४/२०२१

मुद्रांक विकत घेणाऱ्याची सही/दिनांक.....

परवानाधारक मुद्रांक विक्रेत्याची सही व सौ. सविता स. चांदूरकर
परवाना क्रमांकासेच मुद्रांक विक्रीचे ठिकाण

स्टॅम्प वेंडर,
लॉ. नं. २०/१९९२
दु.नि.क्र.५, नागपूर-शहर.
कोड नं. ४६०१०३१
हिरा नगर, जरीपटका,
नागपूर-14

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

◐ 2020 ◐

XS 798163

SARDAR JAGTARSINGH UPPAL

NAGPUR

(अनुच्छेद ४)

प्रतिज्ञा पत्र कोणाकडे सादर करावयाचे ..... वेक....

प्रतिज्ञापत्रासाठीच कारण.....

मुद्रांक विकत घेणाऱ्याचे नाव व पविण बालाजी
रहिवाशी पत्ता..... नागपुर

मुद्रांक विक्री दाखलची नोंद वही
अनुक्रमांक/दिनांक..... 762 दि. 20/8/2019

मुद्रांक विकत घेणाऱ्याची सही/दिनांक.....

परवानाधारक मुद्रांक विक्रेत्याची सही व सौ. सविता एन. घोटेकर
परवाना क्रमांकतसेच मुद्रांक विक्रीचे ठिकाण स्टॅम्प वेंडर,
लॉ. नं. २०/११९२
दु.नि क्र.५, नागपूर-शहर.
कोड नं. ४६०१०३१
हित नगर, त्रिमूर्तीनगर,
नागपूर-14

NOTARY
M. PANEL
NAGPUR
Reg. No. 552
GOVT. OF IN



महाराष्ट्र MAHARASHTRA ◐ 2020 ◐ XS 793311

10 JUN 2021

SAMAR JAGTARSINGH UDDAL

NAGPUR

(अनुच्छेद ४)

प्रतिज्ञा पत्र कोणाकडे सादर करावयाचे.....

प्रतिज्ञापत्रासाठीचे कारण.....

मुद्रांक विकत घेणाऱ्याचे नाव व रहिवाशी पत्ता.....

मुद्रांक विक्री बाबतची नोंद वही अनुक्रमांक/दिनांक.....

मुद्रांक विकत घेणाऱ्याची सही/दिनांक.....

परवानाधारक मुद्रांक विक्रेत्याची सही व **सौ. सविता एन. चांदूरकर**
परवाना क्रमांकतसेच मुद्रांक विक्रीचे ठिकाण

स्टॅम्प व्हेंडर,
लॉ. नं. २०/१९९२
दु.नि.क्र.५, नागपूर-शहर.
कोड नं. ४६०१०३१
हिरा नगर, **जरीपटका,**
नागपूर-**14**

Government Valued At Rs. 7,00,000.00/-

For the Purpose of valuation and Stamp Duty Valued at Rs. _____/- and the fixed Stamp duty of Rs. _____.00 affixed and Rs. 30,000.00 as registration charges paid along with

THIS AGREEMENT OF DEVELOPMENT IS made and executed at Nagpur on this 1st 30th JULY Day of April, 2021

Between

Shri SardarJagtarSingh S/o Bhagat Singh Uppal, Aged about 91, Occupation : Business, Resident of Plot No 30, Kadbi Chowk, Near Santan Dharam Sabha Hall, Nagpur-440004.
AADHAR NO. 9135 4664 2124, PAN NO.

Hereinafter referred to and called the "**VENDORS**". which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said VENDORS, their legal heirs, legal representatives, successors, administrators, assigns etc. of the FIRST PART;

AND

Nanik Realties LLP a firm registered under Indian Partnership Act 1932, PAN NO. AAQFN 8149 K

through its present partners (1) Shri Mahesh Nanikram Sadhwani, Aged about 56, Occupation : Business, R/o Jaripatka, Nagpur, (2) Shri Girish Nanikram Sadhwani, Aged about 54, Occupation : Business, R/o Jaripatka, Nagpur, (3) Shri Praveen Inder Balany, Aged about 52, Occupation : Business, R/o Nari Ring road, kalpana nagar, Nagpur, (4) Shri Pramod Keshav Wairagade, Aged about 56, Occupation : Business, R/o Ambazari Layout, Nagpur, (5) Nanik Ventures through its authorized signatory Shri Laksh Mahesh Sadhwani having their principal office at Ground Floor Aaradhana Building, Plot No 496, Opp Power Grid Office Square, Nari Ring Road , Jaripatka, Nagpur – 440026

Hereinafter referred to and called the '**DEVELOPERS(S)/BUILDER/PARTY NO. 2**' which term and expression, shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said DEVELOPER(S), their heirs, legal representatives, successors, administrators, assignees etc. of the Second PART

WHEREAS ALL THAT the piece and parcel of land bearing Nazul Leasehold Plot No. 30 out of Kh No. ____, Mouza: Hansapuri, bearing Municipal Corporation No. 596 situated at Kadbi Chowk, Ward No. 34, Circle No. 24, Division III, City Nagpur Tehsil and District, admeasuring 16543 Sq Ft (1536.8 Sqmtrs) more particularly described in the Schedule hereinafter referred to and called as "THE SAID PROPERTY" Originally

belonged to Shri Haji Sharfuddin, being his self acquired and eparate property, having acquired the same by her/him on Leasehold Rights from Deputy Commissioner on behalf of the Governor of Central Province and bearer by an Indenture of Lease Dated 04.05.1940, which is duly registered at the Office of the Sub Registrar, Nagpur City No. 1, at Sr. No. 163.

WHEREAS the aforesaid Mr. Haji Sharafuddin has transferred/sold the aforesaid property by way of sale to Late Shri JangbahadurTalwar by a registered Sale Deed Dated 04.07.1973 which is duly registered with the Office of Sub-Registrar NGN-1 at Sr. No. 2936.

WHEREAS Late Shri JangbahadurTalwar died intestate at Sagar (M.P.) on 27.04.1953 leaving behind (1) Smt. Damyanti Rani W/o Late shriJangbahadurTalwar (2) Shri Richpal S/o of Late Shri JangBahadurTalwar (3) Shri Nareshlal S/o Late Shri JangbahadurTalwar (4) Shri Maheshpal S/o Late SHriJangbahadurTalwar (5) Shri ArunaSareen W/o Major Ramesh Sareen (6) Sarren (7) SmtKarunaWadhwan W/o Shri ViduBhusanWadhwan as his legal heirs and successors and the aforesaid successors were in possession of the SAID PROPERTY.

WHEREAS, the said total property was then acquired by Shri JagtarSingh S/o SardarBhagatSighUppal from the then Original Vendors (1) Smt. Damyanti Rani W/o Late shriJangbahadurTalwar (2) Shri Richpal S/o of Late Shri JangBahadurTalwar (3) Shri Nareshlal S/o Late Shri JangbahadurTalwar (4) Shri Maheshpal S/o Late SHriJangbahadurTalwar (5) Shri ArunaSareen W/o Major Ramesh Sareen (6) Sarren (7) SmtKarunaWadhwan W/o Shri ViduBhusanWadhwan vide Registered Document No. 2936 which is duly registered at Sub-Registrar Nagpur – 1 on 04/07/1973

WHEREAS thus the vendor hereto has become the Lessee/Owner of herein has been the absolute owner in exclusive possession and enjoyment of the property i.e. ALL THAT the piece and parcel of land bearing Nazul Leasehold Plot No. 30 Mouza: Hansapuri, bearing Municipal Corporation No. 596 situated at Kadbi Chowk, Ward No. 34, Circle No. 24, Division III, City Nagpur Tehsil and District, admeasuring 16543 Sq Ft (1536.8 Sqmtrs) more fully described in the **Schedule** hereunder with a constructed house thereon ,which was constructed by him with his self-earned funds , till date.

WHEREAS the **VENDOR** is the exclusive owner of the property more fully described in the **schedule** hereunder and he has absolute right to dispose of/Develop the same as in the manner he wishes;

AND WHEREAS the **OWNER** intendeds to develop the SAID PROPERTY more fully described in the **Schedule** hereunder for a consideration mentioned in this deed of sale and the **DEVELOPER** herein has also agreed to develop the same for the consideration mentioned below;

AND WHEREAS it has been agreed between the OWNER and DEVELOPER that Developer shall construct and allot an area admeasuring about 31000 sq.ft. of Super Built up Area in the form of Apartments of 3 BHK each as per specifications mutually decided by developer and owner or as per the term sheet admeasuring area 31000 Sqft super builtup area to the Owner in lieu of the consideration of Said Property.

AND WHEREAS it has been mutually by developer and owner agreed that the balance area after handing over 31000 sqft of land shall be under the ownership of the Developers and the Developers shall have the right to sell the same without any objections from the Owner.

AND WHEREAS the parties hereto having performed their respective part of the commitments, time has become ripe for the OWNER to execute the Agreement of Development of the aforesaid property more particularly described in the schedule hereunder and get the same registered to transfer, convey, abandon, assign and surrender all the rights, title and interest in the said property including the Leasehold rights in favour of the Developer and now this Agreement of Development Covenants as under:

NOW, THEREFORE, THIS AGREEMENT OF DEVELOPMENT WITNESSETH AS UNDER :-

1) THAT, in consideration of the Developer agreeing to construct and allot an area admeasuring about 31000 sq.ft. of Super Built up Area in the form of Apartments of 3 BHK as per specifications provided in **ANNEXURE A** the Vendor hereto agrees to convey, all the rights to develop and construct : All the piece and parcel of land bearing Nazul Leasehold Plot No. 30 out of Kh No. ____, Mouza: Hansapuri, bearing Municipal Corporation No. 596 situate at Kadbi Chowk, Ward No. 34, Circle No. 24, Division III, Nagpur Tehsil and District, admeasuring 16543 Sq Ft (1536.8 Sqmtrs) together with all trees, shrubs etc. situated within the limits of Nagpur Municipal Corporation in favour of DEVELOPER/BUILDER. The said property is more particularly described in the schedule written hereunder which shall form the part and parcel of present deed.

2) That the Developer hereto has agreed to deposit an amount of Rs. 2,00,00,000/- (Rupees Two Crores only) from time to time as earnest money with the Vendor till the completion of ground floor.

For NAVKAR INFRATECH
NAGPUR

MANNER OF PAYMENT OF EARNEST MONEY

a. Rs. 40,00,000/-	Paid vide Cheque No. 039564 dated 3.4.2021 on signing of Term sheet
b. Rs. 40,00,000/-	Paid vide Cheque No. 039566 dated 07.04.2021 on signing of Term sheet
c. Rs. 15,00,000/-	Paid by vide Cheque no. 050081 Dt. 08.06.2021 of SSBL .
d. Rs. 5,00,000/-	To be paid on Dt. 25.06.2021.
e. Rs. 1,00,00,000/-	To be paid on 1ST September 2021.

TOTAL RS. 2,00,00,000/- (Rupees Two Crore only)

The said amount will be treated as payment of no interest loan to be adjusted from the proceeds of the sale of flats from the VENDORS share of 31000 sq ft super built up area. The same shall be refunded as surplus fund position is achieved after good sales.

That the Owner do hereby acknowledge the receipt of aforesaid amount in part performance of the Contract.

3) That the Developer shall be entitled to utilize the remaining area after handing over **31000 sqft super builtup area** shall be termed as sale area, and developer shall have all rights to sell/Allot/Transfer the sale area as per his terms and conditions to his prospective clients. The Developer shall have the right to keep the consideration received against the sale area and the Owner shall not have any claim or right on the same. As per initial requirements the Flats shall be designed as 3 or 4 BHK having a carpet plan area which shall be decided after due deliberations with the owner and the channel partner, which shall be inclusive of all rooms, door sills, passages, projected cupboards, toilet, entrance lobies, flowerbeds standing balcony etc and attached terrace, if any. The Carpet areas as mentioned shall be calculated as per sanctioned drawings and allowances for plaster thickness and structural members are to be made.One car and one two wheeler parking shall be provided to each flat owner. That a loading of approximately 35% shall be made to account the common areas and parking for arriving at super builtup area.

4) That the developer shall plan the Penthouse on the penultimate floor admeasuring approximately 4000-5000 sq. ft super builtup area for the owner taking into consideration all the modern amenities and suggestions of the owner but taking into account the structural limitations of the R.C.C. structures of the