(e) Water and M.S.E.D.C.L. peripheral Charges.

(f) FIR NOC

(g) Such all other charges as may be required for the purposes of development and construction of building as may be demanded by the concerned authority during the tenure of this agreement or in future and the Developer shall always keep the owners indemnified against the same.

THAT the Developer hereby specifically agreed that it shall provide single Phase Electric Meter to the 15 (Fifteen) Apartments retained by the exiting Owners and the cost of the same shall be borne and paid by the Developer.

THAT the Developer shall be at liberty to consume the entire allowable FSI/Metro, ToD as well as TDR at its discretion and sell the Apartments as may be constructed in the said building.

THAT it is specifically understood and agreed by the Owners that whose Apartment(s) are presently mortgaged shall either repay their respective loans or alternatively transfer such loans to a suitable Financial Institute which shall allow the redevelopment of said building. The Developer agrees to co-operate such Apartment Owners for takeover of loans.

THAT it is specifically understood and agreed by and between the parties hereto that the name of the said proposed reconstructed Multistoreyed building shall not be changed and the existing Owners and the Developer have mutually decided to give the old name as "Anand Mangal Residency" and not any other name.

THAT it is specifically understood and agreed by the Developer that it shall be its sole liability and responsibility for any mishap/accident or untoward incidences occurring/done during the period of construction activities of the said Multistoreyed Building from the date of handing over possession till the date of handover the possession of the Apartments to the existing Owners. However if such incidence occurred then in such event the compensation as may be paid to the injured person for the same shall be borne and paid by the Developer and the Owners at all not responsiblefor the same.

THAT the Owners shall co-operate the Developer in obtaining all the necessary Permissions/No Objection Certificates/compliances from the Concerned Authorities such as Nagpur Municipal Corporation / Nagpur Improvement Trust, / Water Works, M.S.E.D.C.L., Garden Department, Fire and Safety Department, Health etc. and all its costs & Expenses required for procuring such papers/documents/no objection certificate shall be borne and paid by the Developer.

THAT it is obligatory on the part of the Developer that it shall construct the entire Redevelopment works strictly as per the Rules and Regulations of the Nagpur Improvement Trust/Nagpur Municipal Corporation and as per the sanctioned Building Plans.

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(4) THAT the Owners further severally assure the Developer that the property hereby agreed to be developed and sold is her/his/their separate/Self acquired property belonging to her/him/them alone having purchased the same by her/his/their own earnings and savings and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) THAT the Owners agrees and undertakes that they shall not create any third party rights in respect of the said property and shall not do any act whereby the title to thesaid property may become defective.

(6) THAT the development and sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges, Maintenance Charges and all other outgoings etc. if any levied on the property hereby agreed to be developed and sold and payable by the Owners up-to the date of execution of this Agreement and thereafter all such dues shall be borne and paid by the Developer.

(7) THAT the Owners shall answer all reasonable requisitions on the title to be made by the Developer and shall establish good, valid and marketable title to the property hereby agreed to be developed/sold.

(8) THAT the property hereby agreed to be developed/sold 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.

(9) THAT it is clearly understood and agreed by the Owners that pending Registration of the Sale Deed(s) the Developer intends to re-develop the said property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. The Owners do hereby agree to sign the proposed/revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to such Plans. She/He/They also agrees to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised Plans, provided the Developer pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur in the name of the Owners who in her/his/their turn agrees to return back to the Developer such sums as may be refunded to her/him/them by such Local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(10) THAT, the Developer shall be entitled to store building materialsat the site and for the storage and shall be entitled to put up temporary structures at site office and also premises for workers to stay there on site during the period of constructiononly.

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(11) THAT it is specifically understood and agreed by the Developer that all the entire development work shall be carried out by the developer it at its own risk, costs and expense. It shall bear and pay the Bills of the suppliers of building materials, wages and salaries payableto the workmen and other persons employed for the purpose of carrying out the construction work as also all other costs, charges and expenses that may be incurred in regard to the development work. The Owners shall not responsible for such payments atall.

(12) THAT it is clearly agreed and understood by the parties hereto that the provisions of Maharashtra Apartment Ownership Act, 1970, as may be amended from time to time shall be applicable to the proposed Building/Scheme.

(13) THAT the Real Estate (Regulation and Development) Act 2016 came into force with effect from May 1, 2017. Pursuant thereto Government of Maharashtra established Maharashtra Real Estate Regulatory Authority and further promulgated the Rules and Regulations for implementation of the said Act. The provisions of said Act, Rules and Regulations thereof are applicable to the said proposed Project/Scheme.

(14) THAT it is clearly understood and agreed by the Owners that she/he/they shall deliver a vacant and peaceful possession of the aforesaid property / respective Apartments to the Developer or its nominee(s) after within 30 days of receipt of Commencement Certificate andBuilding Plan sanctioned from Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(15) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation.

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

(17) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (excluding the Apartments so allotted and chosen to be retained by the Owners i.e. 15 (FIFTEEN) Apartments Togetherwith the Undivided proportionate share and interest in the said Plot of land to the intending buyers and itshall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price therefor and to retain and appropriate the same in it's absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall she/he/they question the accountability thereof in any manner whatsoever.

(18) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public Notice in the News Papers or by any other manner as the Developer may deem fit and onreceiving any such objections the Developer shall be entitled to call upon the Owners to give

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her/his/their replies, explanations with reference to the same duly supported by documentary proof, as far as possible and in the event of there appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the Owners agree with the Developer and/or the prospective buyers to get the same freed and discharged from allsuch burdens.

(19) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed Multistoreyed building upon the said Plot of land hereby agreed to be developed/sold and it shall have absolute right and full authority and power to develop the said Plot of land in accordance with the Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces in the proposed building alongwith the Undivided proportionate share and interest in the said Plot of land (Excluding 15 (FIFTEEN) Apartments to be allotted and retained by the existing Apartment Owners) to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(20) THAT the Owners shall execute various Sale Deeds (Excluding 15 (FIFTEEN) Apartments to be allotted and retained by the existing Apartment Owners) each relating to the Undivided proportionate share and interest in the said Plot of land in favour of the respective individual prospective buyers as may be nominated by theDeveloper, as and when may be called upon by it, for the proportionate price therefor andshe/he/they/it shall also get the same duly registered in accordance with the law in force. The Developer hereby assures the Owners that it shall execute a Deed of Apartment in their favour relating the 15 (FIFTEEN) Apartments so allotted to each Owner. However the expenses required for Registration of such documents in favor of owners, such as Stamp Duty, Registration Fees and other Misc. expenses shall be borne and paid by the Developer.

(21) THAT the draft Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be developed/sold shall be got prepared by the Developer at its own costs and the Owners agree to execute the same subject to such actual changes as the facts and events may warrant.

(22) THAT it is clearly agreed, understood and accepted by the Owners and Developer namedhereinabove that this Agreement/Contract shall remain absolutely binding upon the Owners and Developer and their legal heirs. In no circumstances the Owners and their successors will be entitled to restrain or interfere in the re-development activities undertaken by the Developer.

(23) THAT the Owners shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and also various Apartment Deeds in favour of each such prospective individual buyer(s) as may be nominated by the Developer, provided however that the entire cost of Stamp Duty and Registration Fees etc. payable thereon is borne and paid by the Developer/Prospective Buyers.

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(24) THAT the Owners shall execute an General Power of Attorney empowering and authorising the Developer to sign/execute various Agreements to Sell, Sale Deeds (Excluding 15 Apartments as retained by the Owners), Deed of Declaration, various Apartment Deeds, Correction Deeds, Supplementary Agreement, Assignment Deed, Amendment/Modification Deeds, Cancellation Deeds including Housing loan of prospective buyer(s) and mortgage for finance and all other kinds of documents on their behalf and also to carry out and observe all the obligations on their part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed/sold and this power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects.

(25) THAT, the proposed building shall consist of parking space on Ground floor and the residential Apartments in the proposed building shall commence above said parking floors.

(26) THAT, the building plan, which is attached herewith is tentative and Developer has reserved its rights to modify the same in conformity with the Development Control Rules as per the directives of Planning Authority. However, it is agreed by the Developer that in no circumstances the area proposed to be given to the Apartment Owners shallnot be less than 2% of the agreed carpet area, which is committed by the Developer

(27) THAT, all the original documents relating to the title of Apartment Owners will be handed over to the Secretary of condominium at the time of registration of this Agreement of Development and the same shall remain in the custody of Secretary of condominium during the building construction activity. After completion of the building all original documents relating to the Title of Apartments owners shall be handed over to the respective Apartment Owner.

(28) THAT the parties hereto shall do and execute such further acts, deeds, matters and things as are reasonably required by the other party as being necessary desirable or proper to fully and effectively implement this Development Agreement.

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

(30) THAT on registration of the Sale Deed(s), the Owners agree to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said Plot of land in favour of each such individual prospective buyer in all relevant records.

(31) THAT the Owners do hereby allow and permit the Developer to install a Transformer for supply of Electricity to the owners of the proposed Multistoreyed building as per the Rules and Regulations of the MSEDCL LIMITED, NAGPUR. However the expenses required for such installation shall be proportionately borne and paid by the Developer and prospective purchasers (excluding the existing 15 owners) to the concerned

Department in proportion to their number of Apartments.

(32) THAT it is specifically agreed and understood by the Developer that they shall pay the Goods and Service Tax (GST) as may be levied on the Apartment chosen to be retained by 15 Owners for their respective use and occupation and shall indemnify the Owners against such payments and the Developer shall pay and depositthe said amount to the concerned department within the stipulated period and shall also indemnify the Owners. However any other Tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefore in proportion to the Apartment shall be borne and paid by the Developer and shall always keep each other indemnified against the same.

(33) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connections and meters in the proposed building. In the like manner the Developer hereby specifically declares that it shall be its sole liability and responsibility to pay the charges for disconnection and reconnection of Electric and Water Meters and other common connections etc. to be installed in the Apartments chosen to be retained by the Owners. All expenses for the same shall be borne and paidby the Developer alone.

(34) THAT the Owners hereby allowed and permitted the Developer to use and utilize the available F.S.I./Metro, ToD, T.D.R. and Premium for construction of the new Multistoreyed Building on the said Plot of land. However if the balance F.S.I. is available after completion of the entire proposed construction in relation to the said Plot No. 48 shall always belongs to the existing Owners and they shall have absolute right and full authority to use, utilise and consume the same in its absolute discretion.

(35) That the possession of the Developer over the said plot of land shall be that of Licensee and shall not be entitled to claim exclusive possession of the said land.

(36) That the Developer shall duly get the project registered under the provisions of RERA before commencement of the work of demolition of the building.

(37) That the Developer agrees that the Developer shall first hand over letter of possession of the respective flats to the Owners and thereafter only shall be entitled to deliver the possession of the flats to the new buyers and sale deeds in favor of new buyers.

(38) THAT the Owners do hereby assure/confirm to the Developer that she/he/they has/have not created any mortgage, lien, charge or interfere over the said property hereby agreed to be developed/sold and is the same are free from encumbrances of all kinds whatsoever in respect of the same.

(39) THAT the Developer hereby assures that it shall always indemnify the Owners against any monitory liability in respect of any Agreement that may be entered into by the Developer with prospective buyers and also in respect of violation of Building rules and Regulations for the time being in force and including also any Civil/Criminal liabilities or in

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respect of labour laws etc. arising out of this transaction.

(40) THAT all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Three Arbitrators be there one may be technical person related to construction to be appointed by each Party. The decision of the Arbitrators shall be final and binding upon both the Parties. The provisions of the Arbitration Act, 1996 as modified from time to timeand in force shall apply to such Arbitration.

(41) THAT for the matters not specifically covered, the provisions of Transfer ofProperty Act shall apply to this Agreement.

(42) THAT all expenses on account of preparation of this Agreement including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Developer. As well as the developer shall also pay the stamp duty and all other charges, exp. Lawyer fees, etc. of individual original apartments owners in respect of individual apartmentdeed.

(43) THAT the MOU dated 23-12-2021 shall form an integral part of this Agreement mutatis mutandis.

(44) THAT the agreements arrived at between the parties are as recorded in this Agreement and this Agreement supersedes all agreements, if any arrived at prior to the date hereof between the parties hereto. Any modification of this Agreement will be carried out in writing and signed by all the parties to this Agreement.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. 48 containing by admeasurement 9500 Sq. Ft. (OR 882.55 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 72 and 73 of MOUZA – KHAMLA P.S.K. 9, TOGETHERWITH the existing more than 37 Years old entire R.C.C. Superstructures comprising individual Apartment(s) in the existing more than 37 Years old Multistoreyed Building standing thereon consisting of 15 (FIFTEEN) independent and self contained separate Apartmentstherein and known and styled as "ANAND MANGAL APARTMENTS", including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto and including also the Undivided proportionate share in the common areas and facilities provided to the said building, bearing Corporation House No. 3691, City Survey No. 2098/72 Sheet No. 40 of MOUZA – KHAMLA, situated at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, and bounded as under :

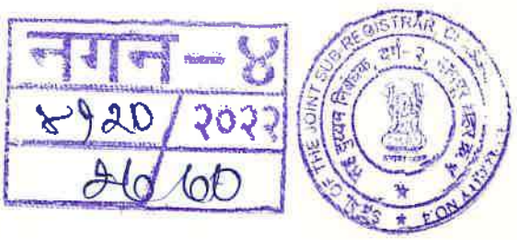
ON THE EAST	-	**BY 30 FT. WIDE ROAD,**
ON THE WEST	-	**BY PLOT NO. 47,**
ON THE NORTH	-	**BY LANE,**
ON THE SOUTH	-	**BY PLOT NO. 52.**

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IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT OF DEVELOPMENT before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1) (MRS. SHARDA OMPRAKASH AGRAWAL)
02			1-A) (RAKESH SITARAM AGRAWAL)
03			2) (OMPRAKASH MAHABIRPRASAD AGRAWAL)
04			3) (MILIND MADHUKAR NIMDEO)





(26)

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05			4) (ISHWAR GOPALRAO PANDE)
06			5) (MRS. AMRUTA ASHOK BHORKAR)
07			6) (SMT. PALLAVI PRAKASH MANDKE) For self and also duly constituted Attorney MRS. PRAJAKTA PUSHKAR NASIKKAR
08			7) (ASHISH DIGAMBAR THOMBRE)
09			8) (SHRIRAM DAYARAM DHAWALE)
10			8-A) (MRS. SURYAKANTA SHRIRAM DHAWALE)

Addl. Registrar CL.

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11			9) (ANANT HARI MAHAJAN)
12			10) (DILIP VISHWANATH BIDKAR)
13			11) (KIRAN MADHAORAO BADKAS)
14			12) (RAJENDRAKUMAR NANDKISHOR SATANKAR)
15			13) (SHRIKANT SHRIDHARRAO DESHMUKH)
16			14) (CHANDRASHEKHAR SURYAKANT RAJANDEKAR)

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