



महाराष्ट्र MAHARASHTRA

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NAGPUR TREASURY

10AA 590109

18 NOV 2022

Head Clerk / St. Clerk

NOTARIAL REG.

14/23

ENTRY NO.

AGREEMENT OF DEVELOPMENT for Rs. 10,39,50,000/-

DATE

07/11/23

F. Sr. No. 73/2 (6H 51R), 74 (10H 77R) & 73/3 (2,480 Sq. Mts.) out of land

bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3

Mouza Lawa, Tah. Nagpur (Gramin), Tah. & Distt. Nagpur

This Agreement of Development is executed on this 7th day of December 2022
BY and BETWEEN:

1. Shri Ashok Agarwala S/O Late Shri. Subhas Kumar Agarwala, aged about 67 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACRPA9775B, Aadhar Unique Identity No. 8373 6385 7279.

2. Smt. Reena Agarwala W/O Shri Ashok Agarwala, aged about 65 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACVPA3543R, Aadhar Unique Identity No. 4473 1374 4182.



 For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	 REENA ASHOK AGARWALA	 For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	 SMITA ANIL AGARWALA
 For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	 AKANKSHA GAURAV AGARWALA	 RAHUL ASHOK AGARWALA	 For Developer M/s. Sandhya Dwellers Pvt. Ltd. through GAURAV ASHOK AGARWALA

3. **Shri Anil Agarwala S/O Late Shri. Subhas Kumar Agarwala**, aged about 59 Yrs., Occ. Business, R/o 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA3372D, Aadhar Unique Identity No. 6109 1956 9274.

4. **Smt. Smita Agarwala W/O Shri Anil Agarwala**, aged about 57 Yrs., Occ. Business, R/O 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ADOPA8853E, Aadhar Unique Identity No. 9506 6343 4789.

5. **Shri Gaurav Agarwala S/O Shri Ashok Agarwala**, aged about 43 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA6169C, Aadhar Unique Identity No. 3431 8634 2057.

6. **Smt. Akanksha Agarwala W/O Shri Gaurav Agarwala**, aged about 44 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. AFGPA2718C, Aadhar Unique Identity No. 8383 4220 0301.

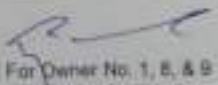
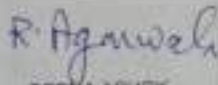
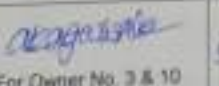
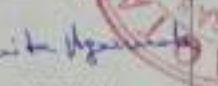
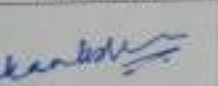
7. **Shri. Rahul Agarwala S/O Shri. Ashok Agarwala**, aged about 38 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013 having PAN No. AEDPA2431C, Aadhar Unique Identity No. 2474 5910 8206.

8. **M/s Subhas Kumar Ashok Kumar (HUF) through Karta Shri Ashok Agarwala S/O Late Shri Subhas Kumar Agarwala**, aged about 67 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. AAHHS2159B, Aadhar Unique Identity No. 8373 6385 7279.

9. **M/s Ashok Agarwala & Sons (HUF) through Karta Shri Ashok Agarwala S/O Late Shri Subhas Kumar Agarwala**, aged about 67 Yrs., Occ. Business, R/O 601, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. AADHA2521F, Aadhar Unique Identity No. 8373 6385 7279.

10. **M/s Anil Agarwala (HUF) through Karta Shri Anil Agarwala S/O Late Shri. Subhas Kumar Agarwala**, aged about 59 Yrs., Occ. Business, R/O 502, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA3372D, Aadhar Unique Identity No. 6109 1956 9274.

11. **M/s Gaurav Agarwala (HUF) through Karta Shri Gaurav Agarwala S/O Shri Ashok Agarwala**, aged about 43 Yrs., Occ. Business, R/O 501, Silver Oak, Raj Nagar, Katol Road, Nagpur-440013, having PAN No. ACGPA6169C, Aadhar Unique Identity No. 3431 8634 2057.

 For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	 REENA ASHOK AGARWALA	 For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	 SMITA ANIL AGARWALA
 For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	 AKANKSHA GAURAV AGARWALA	 RAHUL ASHOK AGARWALA	 For Developer M/s. Sandesh Dwellers Pvt. Ltd. through GAURAV ASHOK AGARWALA

12. **M/S. SANDEEP DWELLERS PRIVATE LIMITED**, a Company duly incorporated under the provisions of Companies Act, 1956, bearing Incorporation Certificate No. 11-58101, having its Registered Office at 3B, "Gulmohar", Temple Road, Civil Lines, Nagpur-440 001, (Income Tax PAN AACCS0133P), acting through its Authorized Director **Shri. Gaurav Agarwala S/O Shri. Ashok Agarwala**, Aged about 43 Years, Occupation - Business, Aadhar Unique Identity No. 3431 8634 2057, R/O 501, "Silver Oak", Raj Nagar, Katol Road, Nagpur-440013

Herein which expression, unless repugnant to the context or meaning thereof shall mean include the Owners, their liquidators, representatives, successors, administrators and assigns of the **FIRST PART**;

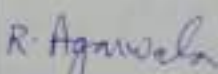
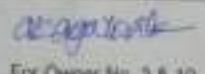
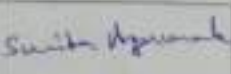
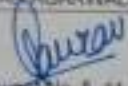
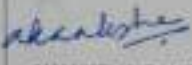
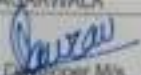
AND

M/s. SANDEEP DWELLERS PVT. LTD., a Company incorporated under the provisions of Indian Companies Act, 1956, having its registered office at 3 B, Gulmohar, Temple Road, Civil Lines, Nagpur, having PAN NO. AACCS0133P and CIN U45200MH1990PTC058101 through its authorized Director **Shri Gaurav Agarwala S/o Shri Ashok Kumar Agarwala**, aged about 43 years, Occupation Business, Aadhar Unique Identity No. 3431 8634 2057, resident of 501, Silver Oak, Raj Nagar, Katol Road, Nagpur 440013 (hereinafter referred to as "**The Developer**", which term and expression shall mean and include, unless repugnant to the context or meaning thereof, the aforesaid company, its successors-in-interest, liquidators, administrators and assigns of the **OTHER PART**;

WHEREAS, the Vendors herein above named are exclusive, absolute and full Owners of the property comprising of ALL THAT Piece and Parcel of land bearing F. Sr. No.73/2 admeasuring 0H 81R & F. Sr. No.11H 06R both holding Occ. Class I, P. H. No.4 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur having purchased the same vide registered Sale Deed Dt. 5.7.2008 registered at Sr. No. 03652-2008 in the office of Sub-Registrar- (Gramin)-10.

AND WHEREAS the revenue authorities have got the areas of the aforesaid lands reduced in respect of F. Sr. No.73/2 from 0H 81R to 0H 51R and in respect of F. Sr. No.74 from 11H 06R to 10H 66R.

AND WHEREAS, the Vendors herein above named are also exclusive, absolute and full Owners of the property comprising of ALL THAT Piece and Parcel of land admeasuring 2,840 Sq. Mts. out of land bearing F. Sr. No.72/1, 72/2, 73/1 & 73/3 holding Occ. Class I, P. H. No. 4 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur having purchased the same vide registered Sale Deed Dt. 13.4.2017 registered at Sr. No. 3042-2017 in the office of Sub-Registrar-7.

 For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	 REENA ASHOK AGARWALA	 For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	 SMITA ANIL AGARWALA
 For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	 AKANKSHA GAURAV AGARWALA	 RAHUL ASHOK AGARWALA	 For Developer M/s. Sandeep Dwellers Pvt Ltd. through GAURAV ASHOK AGARWALA

AND WHEREAS, the parties to the aforesaid Sale Deed Dt. 13.4.2017, have executed Correction Deed Dt. 21.12.2019 registered at Sr. No. 13053-2019 in the office of Sub-Registrar-(Gramin)-10 whereby stating that the land purchased therein comprises out of land bearing F. Sr. No. 73/3 out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur.

AND WHEREAS by the Order Dt.19.8.2019, the Sub-Divisional Officer, Nagpur (Gramin) ordered for correction of area in respect of land bearing F. Sr. No.74 from 10H 66R to 10H 77R.

AND WHEREAS the Vendors have entered into a Lease Agreement Dt. 15.6.2016 with M/S Kalyani Education Society in respect of F. Sr. No. 73/2 admeasuring 0H 81R & for land admeasuring 2H 59R out of F. Sr. No. 74,

AND WHEREAS the Competent Authority, M/S Nagpur Metropolitan Region Development Authority Trust out of the aforesaid lands comprising of land bearing F. Sr. No. 73/2 (0H 51R), 74 (10H 77R) & 73/3 (2,480 Sq. Mts.) out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur, has Tentatively Sanctioned the Layout in terms of its Order No. E. E./NMRDA7519 Dt. 13.9.2022 and out of the total land, 49,380.731 Sq. Mts. of land is sanctioned as Plottable (Saleable) Area (herein after referred to as the "Project Land").

AND WHEREAS the Owners being desirous of developing the said property in accordance with Rules and Regulations for the time being inforce and which development the Owners of the first part are not inclined to personally undertake due to several constraints, interalia on account of other business activities and exigencies and the Developer of the other part is sufficiently possessed of both the experience and expertise to execute the scheme of development by deploying its resources including financial resources.

AND WHEREAS, the Owners and the Developer, therefore, mutually decided to synergize their respective resources & enter into an agreement of development, on terms & conditions mutually settled, whereby the developer would undertake the development of the said property by investing & deploying its own resources including financial resources and the Owner would be paid in the manner as mentioned in this deed in consideration for the permission of development granted hereunder in favor of the developer.

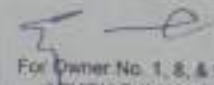
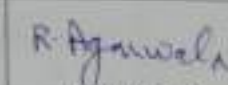
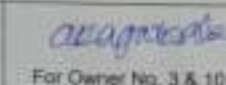
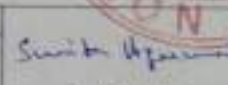
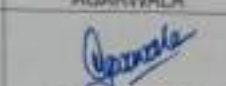
For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	R. Agarwala REENA ASHOK AGARWALA	For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	Smrita Agarwala SMITA ANIL AGARWALA
For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	AKANKSHA GAURAV AGARWALA	RAHUL ASHOK AGARWALA	For Developer M/s. Sandeep Dwellers Pvt. Ltd. through GAURAV ASHOK AGARWALA

NOW, THEREFORE, THE INSTANT AGREEMENT OF DEVELOPMENT ON TERMS AND CONDITIONS MUTUALLY AGREED WITNESSETH AS UNDER:

- The Owners do, hereby permit the Developer to develop ALL THAT PIECE AND PARCEL OF land bearing F. Sr. No. 73/2 (0H 51R), 74 (10H 77R) & 73/3 (2,480 Sq. Mts.) out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur, Tahsil and Distt. Nagpur (herein after referred to as "the said property" and more particularly described in "Schedule of Property" written herein below). The permission to develop the said property is strictly on terms and conditions mutually agreed and, on the condition, that the Developer shall scrupulously abide by every Building Rule and Regulation for the time being in force.
- Each of the Owners namely from No. 1 to No. 11 shall be paid the agreed amount of consideration of Rs. 94,50,000/- by the Developer within one year of signing the agreement hereinafter appearing:

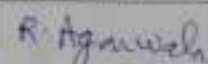
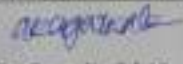
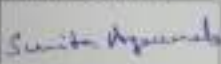
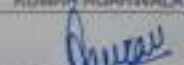
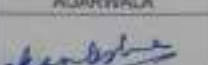
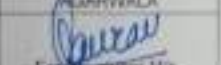
Sr. No.	Owner	Amount
1	Shri Ashok Agarwala	94,50,000
2	Smt. Reena Agarwala	94,50,000
3	Shri Anil Agarwala	94,50,000
4	Smt. Smita Agarwala	94,50,000
5	Shri Gaurav Agarwala	94,50,000
6	Smt. Akanksha Agarwala	94,50,000
7	Shri. Rahul Agarwala	94,50,000
8	M/s Subhas Kumar Ashok Kumar (HUF)	94,50,000
9	M/s Ashok Agarwala & Sons (HUF)	94,50,000
10	M/s Anil Agarwala (HUF)	94,50,000
11	M/s Gaurav Agarwala (HUF)	94,50,000
	Total	10,39,50,000

- The parties are ad-idem that the entire development shall be carried out and the scheme executed by the Developer, subject to the condition that there is no hindrance in developing the said property from any third person/s in any form including at the site, by investing and deploying its own financial resources and unless it is expressly provided to the contrary in the instant deed, the Owners shall not be responsible for incurring any expenditure whatsoever towards the development, whether the development of peripheral nature or provision of roads, drainage and sewerage, electricity or construction of residential / commercial units/club house within the said property agreed to be developed. The entire development in the said property shall be done by the Developer by deploying its own financial resources and every expense directly or indirectly relatable to the

 For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	 REENA ASHOK AGARWALA	 For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	 SMITA ANIL AGARWALA
 For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	 AKANKSHA GAURAV AGARWALA	 RAHUL ASHOK AGARWALA	 For Developer M/s. Sandeep Dwellers Pvt. Ltd. through GAURAV ASHOK AGARWALA

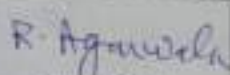
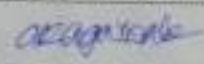
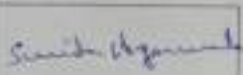
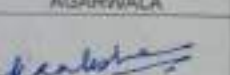
development of the said property including the expenditure that may be incurred in obtaining sanction of the layout plan, building plans, engaging Architect, other professionals or man-power and any other costs or charge shall be solely borne by the Developer.

4. It is clearly agreed and understood that the Developer shall scrupulously abide by the Rules and Regulations and the conditions imposed by any statutory or non-statutory authority governing the development. It is further agreed and understood that the Developer shall scrupulously follow the provisions of various labour legislations and allied laws and that any consequence, penal or financial or otherwise, arising out of any breach or infraction of any provision of law by the Developer, it shall be the sole responsibility of the Developer and that the Owners shall be kept at all times indemnified against any claim, monetary or otherwise, which may be made by any person or authority if the claim is relatable or founded on the development activity of the Developer.
5. The Owners do, hereby permit the Developer to enter into contracts with prospective purchaser/s of plot/s, members of the residential / commercial scheme and to decide the terms and conditions of sale of plot/ residential / commercial apartments, etc. However, it is clearly agreed and understood that the only responsibility of the Owners towards the prospective members of the scheme is to execute, subject to this agreement remaining in force and subject to the Developer scrupulously abiding by the terms and conditions of this agreement, sale deed and / or of conveyance of the Plot/ undivided share and interest in the land and such other document as may be required by the Developer for the purposes of effectively transferring the plot/ premises and undivided share in favor of the prospective purchaser/member. The Owners are not otherwise privy to the transaction between Developer and the purchaser/prospective member and shall not be responsible to the purchaser for any deficiency in service rendered by the Developer nor shall the Owners be responsible or answerable to the purchaser for any loss or damage caused to the purchaser by any breach or infraction by the Developer of the agreement between the purchaser and the Developer. The Owners shall be kept at all times, indemnified by the Developer against any claim of whatsoever nature which may be made by the purchaser or any other person relatable to the execution of the development scheme.
6. It shall be the responsibility of the Developer to apply for & obtain sanction of layout plan/ building plan(s) at its own costs & expenses & to obtain at the cost & expenses of the developer company, necessary no objection certificate(s) from various authorities to facilitate early & expeditious execution of the development scheme. The plan(s) shall be prepared by the Developer at its cost & any deposit required to be made shall be made by the Developer subject to condition that the Owners shall reimburse the same if & when the deposit is refunded by the authority concerned. The Owners shall not be responsible for the execution of the scheme

 For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	 REENA ASHOK AGARWALA	 For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	 SMITA ANIL AGARWALA
 For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	 RAKANKSHA GAURAV AGARWALA	 RAHUL ASHOK AGARWALA	 For Owner Mr. Sooden Dwellers Pvt. Ltd. through GAURAV ASHOK AGARWALA

& shall not, therefore, interfere in the day to day activity, subject to condition that the scheme is implemented strictly in accordance with layout plan/ building plan(s) duly sanctioned.

7. The Owners do, hereby permit the Developer to give due publicity to the scheme and to the said end to install appropriate sign boards or other modes of publicity on the said property.
8. The Owners hereby permits the Developer to enter upon the property to carry out the development. This permission is intended to be a license and shall always deemed to be a license and the legal and physical possession of the property shall always be deemed to be that of the Owners.
9. That the DEVELOPER shall be entitled to mortgage the said property for the purposes of raising financial assistance from any financial institution or individual or company for which the DEVELOPER alone shall be liable and the DEVELOPER hereby indemnify the Owners against such mortgage created by the DEVELOPER. The Owners agree to co-operate with the DEVELOPER/Prospective Purchasers for the purposes of obtaining loan against the said property.
10. The cost of the stamp duty, registration fees and other expenses in respect of the present agreement will be borne and paid by the Developer.
11. It is agreed and understood that the property in respect of which the development rights are granted is correctly described in the Schedule of the property. However, if any defect in description be noticed the same shall be duly got corrected by the Owners at its own cost and expenses and shall not affect the validity of the agreement. It is further agreed that in case of amalgamation of plots or revision of layout plan, there shall be no adverse effect on this agreement and then also the same shall be binding on the parties.
12. The Owners assures the Developer that the Owners have clear and marketable title to the property and that the Owners have done no act to encumber the property in any manner either by way of any other agreement or sale or gift or mortgage or charge. Should any loss be caused to the Developer due to any defect in title, the Developer shall be kept duly indemnified at all times. The Owners further undertakes that till such time as the present agreement is in force they shall not enter into any other agreement of development or of creating any interest including third party interest in the said property with any other person.
13. The parties agreed that should any dispute arises between the parties, concerning or touching any aspect covered by the present agreement or any dispute arises, which is otherwise relatable to the present agreement, the dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and Owners and Developer shall be entitled to appoint one arbitrator each and the two arbitrators to appoint the umpire in terms of the provisions of the said Act.
14. The parties agree that the Courts at Nagpur alone shall have exclusive jurisdiction to entertain and try any dispute touching the present agreement.

 For Owner No. 1, 8, & 9 ASHOK SUBHAS KUMAR AGARWALA	 REENA ASHOK AGARWALA	 For Owner No. 3 & 10 ANIL SUBHAS KUMAR AGARWALA	 SMRITI ANIL AGARWALA
 For Owner No. 5, 11, & 12 GAURAV ASHOK AGARWALA	 AKANKSHA GAURAV AGARWALA	 RAHUL ASHOK AGARWALA	 For Developer M/s. Sandeep Dwellers Pvt. Ltd. through GAURAV ASHOK AGARWALA

SCHEDULE OF PROPERTY

ALL THAT PIECE and PARCEL OF LAND comprising of F. Sr. No. 73/2 (0H 51R), 74 (10H 77R) & 73/3 (2,480 Sq. Mts.) out of land bearing F. Sr. No. 72/1, 72/2, 73/1 & 73/3 of Mouza Lawa, Tah. Nagpur (Gramin), Tah. & Distt. Nagpur and bounded as under:

On the East : KH. No. 97, 18 Mts. Road, Balance portion of Kh. Nos. 73, 72

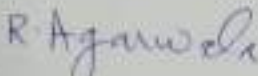
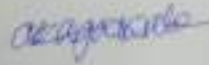
On the West : KH No. 75

On the North : Nallah and KH. Nos. 96, 95, 94

On the South : KH. No. 72 and Balance portion of Kh. No. 73

IN WITNESS WHEREOF the parties hereto set their respective hands and signed this agreement in the presence of the attesting witnesses as such on the date first above written.

Drafted by A. S. Mehadia, Adv.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			 ASHOK SUBHAS KUMAR AGARWALA (OWNER NO.1)
02			 REENA ASHOK AGARWALA (OWNER NO.2)
03			 ANIL SUBHAS KUMAR AGARWALA (OWNER NO. 3)
04			 SMITA ANIL AGARWALA (OWNER NO.4)

05		 GAURAV ASHOK AGARWALA (OWNER NO.5)
06		 AKANKSHA GAURAV AGARWALA (OWNER NO.6)
07		 RAHUL ASHOK AGARWALA (OWNER NO.7)
08		 M/S SUBHAS KUMAR ASHOK KUMAR (HUF) THROUGH KARTA SHRI ASHOK AGARWALA (OWNER NO.8)
09		 M/S ASHOK KUMAR & SONS (HUF) THROUGH KARTA SHRI ASHOK AGARWALA (OWNER NO.9)
010		 M/S ANIL AGARWALA (HUF) THROUGH KARTA SHRI ANIL AGARWALA (OWNER NO.10)

011



Gaurav
M/S GAURAV AGARWALA
(HUF) THROUGH KARTA
SHRI GAURAV AGARWALA
(OWNER NO.11)

12



Gaurav
M/S SANDEEP DWELLERS
PVT. LTD. THROUGH
DIRECTOR GAURAV
AGARWALA
(OWNER NO.12)

13



Gaurav
M/S SANDEEP DWELLERS
PVT. LTD. THROUGH
DIRECTOR GAURAV
AGARWALA
(DEVELOPER)

WITNESSES :-

1



Witness
WITNESS NO.1



Asish
WITNESS NO.2

WE NOTARY PUBLIC DOES NOT
ASSUME ANY RESPONSIBILITY,
LIABILITY FOR LEGALITY IN
PURSUANCE OF DOCUMENT.
WITNESS TO THE AGENT
IN ANY LEGAL MATTER.



ATTESTED

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YOGENDRA S. JAMBHIKAR
ADVOCATE/NOTARY
D-64 FIRST FLOOR, LINK ROAD,
SADAR, NAGPUR-01.