267/9916
Thursday,December 09 ,2021
4:27 PM

पावती

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

पावती क्रं.: 12700 दिनांक: 09/12/2021

गावाचे नाव: अंबाझरी
दस्तऐवजाचा अनुक्रमांक: नगर4-9916-2021
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मेसर्स ग्राइम रेसीडेन्सेस तर्फे प्रो. प्रा. श्री. एस. श्रीकांत वल्द पी. संपत . .

DELIVERED

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1240.00
पृष्ठांची संख्या: 62	
एकूण:	रु. 31240.00

आपणास मूळ दस्त ,बंधनेच प्रिंट,सूची-२ अंदाजे
4:27 PM ह्या वेळेस मिळेल.

NGP4
सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

बाजार मुल्य: रु.105534000 /-
मोबदला रु.94271867/-
भरलेले मुद्रांक शुल्क : रु. 5326700/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1240/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0912202110924 दिनांक: 09/12/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009869128202122E दिनांक: 09/12/2021
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN	MH009869126202122E	BARCODE		Date	08/12/2021-19:35:36	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	Ms PRIME RESIDENCES PRIVATE LIMITED
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	MOUZA AMBAZARI
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 2 2
		Remarks (If Any)	SecondPartyName=THE JIVAN VIHAR SAMADHAN COOPERATIVE HOUSING SOCIETY LIMITED~
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332021120820458	2717422030
Cheque/DD No.		Bank Date	RBI Date	08/12/2021-19:38:07	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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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 City
Adj. Case No. 98/2021
Date 11/11/2021

Received From Shri/Smt./M/s. PRIME RESIDENCES
Residing at NAGPUR
Market Value Rs. 10,55,94,000/-
Stamps duty of Rs. 53,26,700/- (in words Rs. Fifty three lakh twenty six thousand seven hundred only.)
Paid vide e-Challan No. MH009735439202122E Date 7/12/2021

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 5326,700/- (in words Rs. Fifty three lakh twenty six thousand Seven hundred only.) with which instrument is chargeable has been paid as per Article 5(g)(a) 54 of Schedule-I.

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

Collector of Stamps
Nagpur City

Nagpur
Date : 7/12/21

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

मुद्रांक जिल्हाधिकारी
नागपुर शहर

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

AGREEMENT OF RE-DEVELOPMENT

THIS AGREEMENT OF RE-DEVELOPMENT is made and executed at NAGPUR on this 09th day of DECEMBER, 2021 BETWEEN :

THE JIVAN VIHAR SAMADHAN CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, Income Tax PAN AAHAJ8662M, a Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration No. NGP/CTY-1/H.S.G/T.C./655/2020-21 Dated 10-02-2021, having its Registered Office at 26, Dongre Lay-out, Shraddhanandpeth, South Ambazari Road, Nagpur - 440010 by the hands of its **Hon'ble Secretary SHRI. DATTATRAYA S/o LAXMANRAO CHIVANE,** Aged about 82 years, Occupation - Retired, PAN AAYPC0713G, Aadhar UID 7416 3675 3123, Resident of Flat No. G-5, Plot No. 26, Jeevan Vihar, Dongre Layout South Ambazari Road, Shraddhanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR, and **Hon'ble President SHRI. LAXMIKANT S/o LAXMANRAO BHIMANWAR,** Aged about 86 years, Occupation - Retired, Income Tax PAN ABQPB2996R, Aadhar UID 4908 9688 6729, Resident of Flat No. G-1, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddhanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR, (Both authorized vide Resolution dated 06-04-2021, hereinafter referred to as **"THE SOCIETY"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its liquidators, administrators, successors and assigns) of the **FIRST PART.**

AND

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JOINT SUB REGISTRAR, CLASS-2, NAGPUR CITY NO. 4

M/s. PRIME RESIDENCES, A Proprietary Firm, having its Registered Office at Plot No. 22, Income Tax Colony, Main Road, Pratapnagar, Nagpur — 440 022 and acting through its Proprietor **SHRI. S. SRIKANT S/o P. SAMPAT (PAN CARD NO. AEWPS1928M, AADHAR CARD NO. 9653 6231 5425)** Aged about 58 Years, Occupation — Business, Resident of Plot No. 66, Income Tax Colony,' Pratapnagar, Nagpur, Tahsil and District - NAGPUR, hereinafter called the **"THE DEVELOPER",** which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PROPRIETARY FIRM**, as well as, its liquidators, administrators and assigns of the **SECOND PART.**

AND

(1) SHRI. LAXMIKANT S/o LAXMANRAO BHIMANWAR, Aged about 86 years, Occupation - Retired, (Income Tax PAN ABQPB2996R, Aadhar UID No. 4908 9688 6729), Resident of Flat No. G-1, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(2) SHRI. KAMALAKAR S/o RAMBHAU MULEY, Aged about 85 years, Occupation - Retired, (Income Tax PAN ADIPM7188A, Aadhar UID No.9562 5367 9152), Resident of Flat No. G-2, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(3) MRS. SUSHILA W/o KRISHNAMOORTHY RAO, Aged about 81 years, Occupation - Retired, (Income Tax PAN ACXPR7670N, Aadhar UID No.2193 5223 7792), Resident of Flat No. G-3, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(4) SMT. ARCHANA Wd/o LATE SHRI. BHALCHANDRA DESHPANDE, Aged about 80 years, Occupation - Housewife, (Income Tax PAN BLZPD8149N, Aadhar UID No.6806 1744 8787), Resident of Flat No. G-4, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(5) SHRI. DATTATRAYA S/o LAXMANRAO CHIVANE, Aged about 82 years, Occupation - Retired, (Income Tax PAN AAYPC0713G, Aadhar UID No.7416 3675 3123) Resident of Flat No. G-5, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(6-A) SHRI. SHYAM S/o VINAYAK HUDDAR, Aged about 61 years, Occupation - Service, (Income Tax PAN AAEP2717H, Aadhar UID No.9205 5638 5535),

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(6-B) MRS. PRADAKSHINA W/o SHYAM HUDDAR, Aged about 62 years, Occupation - Service, (Income Tax PAN AAEPH2719K, Aadhar UID No.2303 1327 2916), Both Residents of Flat No. F-1, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddhanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(7) SHRI. YESHWANT S/o MANOHAR MENE, Aged about 86 years, Occupation - Retired, (Income Tax PAN AHGPM7229J, Aadhar UID No.2847 0589 8076) Resident of Flat No. F-2, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(8) SMT. SHYAMLA W/o SADANAND MOHARIR, Aged about 58 years, Occupation - Service, (Income Tax PAN BFSPM4996F, Aadhar UID No.2163 2623 3919) Resident of Flat No. F-3, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(9) SHRI. PRADIPKUMAR S/o DHEKAL PARATE, Aged about 56 years, Occupation - Service, (Income Tax PAN ACJPP8673R, Aadhar UID No.4146 3574 2005) Resident of Flat No. F-4, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

(10) SHRI. RATNAKAR S/o PURUSHOTTAM GADGIL, Aged about 88 years, Occupation - Retired, (Income Tax PAN ABPPG5556K, Aadhar UID No.9465 7708 3754) Resident of Flat No. F-5, Plot No. 26, Jeevan Vihar, South Ambazari Road, Shraddanandpeth, Nagpur – 440 010, Tahsil and District – NAGPUR,

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

WHEREAS the Existing Members hereinabove named are the Share Holder Members of THE JIVAN VIHAR SAMADHAN CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, a Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961), bearing Registration No. NGP/CTY-1/H.S.G/T.C./655/2020-21 Dated 10-02-2021, having its Registered Office at 26, Dongre Lay-out, Shraddanandpeth, South Ambazari Road, Nagpur - 440010; AND

WHEREAS ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 110/2, 110/37 & 110/38, P.S.K. 9 (Old No. 7) of Mouza - AMBAZARI, having Malik Makbuja rights, bearing City Survey No. 2270 and Sheet No. 86 of Mouza - Ambazari, situate at Dongre Layout, Shraddanandpeth, Nagpur, in Tahsil and District – NAGPUR, Originally belonged to Shri. Govindrao Ramchandrarao Dongre, being his separate property; AND

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WHEREAS the said Shri. Govindrao Ramchandrarao Dongre diverted the aforesaid entire land comprising Kh. No. 110/2, 110/37 & 110/38 into a Non-Agricultural (Residential) use under the provisions of then applicable Central Provinces Land Revenue Act, 1917; AND

WHEREAS the said Shri. Govindrao Ramchandrarao Dongre prepared a Layout of the aforesaid lands by carving out various Plots of different sizes therein and the said layout is also duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide its Order Dated 14-01-1955; AND

WHEREAS the aforesaid Shri. Govindrao Ramchandrarao Dongre in his turn transferred/sold Plot No. 26 (TWENTY SIX) out of Khasra No. 110/2 admeasuring 11235.00 Sq.Feet (OR 1043.76 Sq. Mtrs.) as well as Plot No. 27 (TWENTY SEVEN) out of Khasra No. 110/37 admeasuring 10700.00 Sq. Ft. (OR 994.03 Sq. Mtrs.) AND Plot No. 28 (TWENTY EIGHT) out of Khasra No. 110/38 admeasuring 5341.50 Sq. Ft. (OR 496.23 Sq. Mtrs.), to Shri Purnachandrarao Buty by a Sale Deed Dated 24-04-1942, which is duly registered at the Office of the Sub-Registrar, Nagpur at Serial No. 111 on even date; AND

WHEREAS the said Shri. Purnachandrarao Buty left for heavenly abode on 30-03-1954, leaving behind him his Widow Smt. Indirabai Buty and three sons namely (i) Shri. Vishwanath Buty, (ii) Shri. Ramchandra Buty and (iii) Shri. Mukund Buty, as the only legal heirs of the deceased, who inherited the aforesaid property comprising Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) & 28 (Twenty Eight), all situate at Dongre Layout, Shraddhanandpeth, Nagpur, in Tahsil and District – NAGPUR by way of intestate succession. The aforesaid entitlement of the legal heirs was in their capacity as Karta of their respective Hindu Undivided Families; AND

WHEREAS the said legal heirs effected a oral partition of their various properties, as a result of which the aforesaid Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) and 28 (Twenty Eight) were allotted to the exclusive share of Shri. Mukund S/o Purnachandrarao Buty in his capacity as Karta of Hindu Undivided Family absolutely forever with heritable and transferable rights therein; AND

WHEREAS the Employees of Life Insurance Corporation of India, who were desirous to form a Co-operative Housing Society to provide housing accommodation to Members constituted the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited, Nagpur and got the same duly registered under the law; AND

WHEREAS the aforesaid Shri. Mukund S/o Purnachandrarao Buty being Karta of his H.U.F. transferred/sold Plot No. 26 (Twenty Six) by way of Sale to the Jeevan Vihar

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Co-operative Housing (Apartment) Society, Limited Nagpur, the Society named hereinabove by a Sale Deed Dated 15-02-1973, which is duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 653 on 22-02-1973 and the said Sale Deed is duly signed by Shri. Vishwanath Purnachandrarao Buty, Karata of his H.U.F., Shri. Ramchandra Purnachandrarao Buty, Karata of his H.U.F. and Smt. Indirabai Wd/o Late Shri. Purnachandrarao Buty, in the capacity of consenting parties; AND

WHEREAS in the like manner the aforesaid Shri. Mukund S/o Purnachandrarao Buty being Karta of H.U.F. in his turn transferred/sold Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) by way of sale to Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Owner Society above named by a Sale Deed Dated 25-06-1973, which is also duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 2833 on 27-06-1973. The said Sale Deed is also duly signed by Shri. Vishwanath Purnachandrarao Buty, Karata of his H.U.F., Shri. Ramchandra Purnachandrarao Buty, Karata of his H.U.F. and Smt. Indirabai Wd/o Late Shri. Purnachandrarao Buty, in the capacity of consenting party. As a result therefore the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records; AND

WHEREAS the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur decided to develop the said Plots into a RESIDENTIAL ESTATE by constructing Double storeyed Buildings thereon consisting of various self contained separate Apartments/Flats therein and has prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot No. 26 (Twenty Six) consisting of 10 (TEN) self contained separate Apartments 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/1568/9478 Dated 08-05-1973. The said Building Plan was later on revised and it bears Revised Building Permit No. CS/4495/9478 Dated 19-03-1975; AND

WHEREAS for construction of the aforesaid Buildings on the said Plot No. 26 (Twenty Six) for its Members, the Society had availed a Loan from Life Insurance Corporation of India and mortgaged the said property to it by a Deed of Mortgage Dated 18-12-1974, which is duly Registered in the Office of the Joint Sub-Registrar – Nagpur-III, Nagpur, in Book No. 1, at Sr. No. 5080 on even date. During the course of time the Members through said Society repaid the entire amount of Loan together with the interest accrued thereon and got the aforesaid property freed and discharged from the said Mortgage. A Deed of Reconveyance to that effect was executed by the Life Insurance Corporation of India in favour of the Society on 13-07-2004, which is duly Registered at the Office of the Sub-Registrar, Nagpur-1, in Additional Book No.1, at Serial No. 4019 on even date; AND

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WHEREAS the Society after completion of the construction delivered possession of allotted Apartments to its Members. Subsequently the Society executed various Sale Deeds in favour of its Members in the following manner:

Sr. No.	Flat No.	Floor	Name of Member
01	G-1	Ground	Shri. Laxmikant Bhimanwar
02	G-2	Ground	Shri. Kamalakar Muley
03	G-3	Ground	Mrs. Sushila Rao
04	G-4	Ground	Shri. Bhalchandra Deshpande
05	G-5	Ground	Shri. Dattatraya Chivane
06	F-1	First	Shri. Madhukar Deo
07	F-2	First	Shri. Yeshwant Mene
08	F-3	First	Shri. Manohar Moharir
09	F-4	First	Shri. Pradipkumar Dhekal Parate
10	F-5	First	Shri. Ratnakar Gadgil

FLAT / APARTMENT NO. G-1

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. G-1 on the Ground Floor by way of sale to Shri. Laxmikant Bhimanwar, by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6941 on even date;



FLAT / APARTMENT NO. G-2

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. G-2 on the Ground Floor by way of sale to Shri. Kamalakar Muley by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6935 on even date;

FLAT / APARTMENT NO. G-3

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. G-3 on the Ground Floor by way of sale to Mrs. Sushila Rao by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6936 on even date;



FLAT / APARTMENT NO. G-4

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. G-4 on the Ground Floor by way of sale to Shri. Bhalchandra Deshpande by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6942 on even date;

THAT, out of the aforesaid Members Shri. Bhalchandra Deshpande left for his heavenly abode on dt.03-05-2007 and consequent upon his demise the aforesaid property comprising Apartment No. G-1 on Ground Floor devolved upon his widow Smt. Archana Bhalchandra Deshpande as per the Release Deed executed on dt. 21-08-2013.

FLAT / APARTMENT NO. G-5

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. G-5 on the Ground Floor by way of sale to Shri. Dattatraya Chivane by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6940 on even date;

FLAT / APARTMENT NO. F-1

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. F-1 on the First Floor by way of sale to Shri. Madhukar Deo by a Sale Deed Dated 21-12-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 7583 on even date; That, Shri. Madhukar Deo transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. F-1 on the First Floor by way of sale to Shri. Shyam Vinayak Huddar and Mrs. Pradakshina Shyam Huddar by a Sale Deed Dated 10-05-2006, which is duly registered at the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2608 on even date.

FLAT / APARTMENT NO. F-2

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. F-2 on the First Floor by way of sale to Shri. Yeshwant Mene by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6938 on even date;

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FLAT / APARTMENT NO. F-3

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. F-3 on the First Floor by way of sale to Shri. Manohar Moharir by a Sale Deed Dated 15-12-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 7427 on even date;

That, Shri. Manohar Moharir executed his LAST WILL AND TESTAMENT on dt. 29-10-2013 and thereby he bequeathed the aforesaid property comprising Apartment No. F-3 on First Floor to his daughter-in-law Smt. Shyamla Sadanand Moharir absolutely forever with heritable and transferable rights therein. Said Shri. Manohar Moharir left for heavenly abode on dt. 07-10-2007 and consequent upon his demise, Smt. Shyamla Sadanand Moharir became an exclusive, absolute and full Owner of the Apartment No. F-3 on First Floor.

FLAT / APARTMENT NO. F-4

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. F-4 on the First Floor by way of sale to Shri. Pradipkumar Dhekal Parate, being nominee/assignee of Shri. Devendra Kumar Verma by a Sale Deed Dated 23-08-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 4981 on even date;

FLAT / APARTMENT NO. F-5

THAT, the aforesaid Owner Society transferred/sold the Undivided 10.00 Percent share and interest in Plot No. 26 Togetherwith Apartment No. F-5 on the First Floor by way of sale to Shri. Ratnakar Gadgil by a Sale Deed Dated 23-11-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 6939 on even date;

WHEREAS the nature of the said Society being "Tenant Co-Partnership", disposition of the undivided share was not permitted. Thus in terms of the Order passed by the Registrar, Co-operative Societies, Nagpur vide its Order No. Dy. Registrar City-1/Housing Order/3434/13 Dated 04-09-2013 it was declared that the entire property shall continue to belong to the said The Jeevan Vihar Co-operative Housing (Apartment) Society Limited and the existing Members will continue to hold and possess the said Allotted Apartments exclusively being the share holder members. Accordingly the records of City Survey was duly corrected and the name of The Jeevan Vihar Co-operative Housing (Apartment) Society was restored and recorded therein; AND

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WHEREAS the said The Jeevan Vihar Co-operative Housing (Apartment) Society Limited owned Two separate buildings one on Plot No. 26 and another on Plot Nos. 27 and 28. Both the building being independent and separate properties, in pursuance to the order passed by District Deputy Registrar, Co-operative Societies, Nagpur City-1, bifurcation/subdivision of The Jeevan Vihar Co-operative Housing (Apartment) Society Limited was approved vide Order No. अतिक-१/विभाग/विभा विभा पुर/क. ६८/४३८८/२० dated 30/12/2020. Accordingly the management of the Building on the Plot No. 26 is vested with the aforesaid bifurcated/subdivided new Society known and styled as THE JIVAN VIHAR SAMADHAN CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR bearing Registration No. NGP/CTY-1/H.S.G/T.C./655/2020-21 Dated 10-02-2021. Accordingly the said Society issued Share Certificates to the Allottees of the aforesaid 10 (TEN) Flats; AND

WHEREAS the aforesaid building is too old and required major repairs thereon and consequentially therefore the Members of the aforesaid Jivan Vihar Samadhan Co-operative Housing Society Limited, Nagpur have now jointly decided to demolish the existing Double Storeyed Building standing on the said Plot of land and REDEVELOP the said Plot of land into a RESIDENTIAL ESTATE by constructing New Multistoreyed Building thereon, consisting of various self contained separate Apartments therein. And accordingly, they jointly submitted a Requisition for Redevelopment of the said Society's Building and the same was unanimously passed in the Special General Body Meeting of the Society held on 06-04-2021; AND

WHEREAS the Society vide another Resolution adopted on the same Special General Meeting held on 06-04-2021 unanimously approved the proposal of Redevelopment of the said property by demolition of the existing Buildings; AND

WHEREAS the Individual Members of the said Society (i.e. present Apartment/Flat Owners) have given their Consent letters to the said Society whereby they have approved an appointment of suitable Developer for demolishing and Redevelopment of the Society's existing Building; AND

WHEREAS M/s. Valuable Project Consultants Private Limited, having office at Plot No. 8, Nalode Layout, Gopal Nagar, Nagpur-440 022 acting through its Director Shri. Shriniwas Shridharrao Warnekar, is appointed as Project Management Consultant (PMC) for the said Redevelopment Work/Scheme by the Society and the Members have also accord their consent for the same; AND

WHEREAS the Society has decided to select a suitable Developer through a Competitive bidding process and pursuant of such selection have decided to assign the Development rights for the project of residential redevelopment on the said Plot Nos. 26 (TWENTY SIX) (hereinafter referred to as **"THE SAID REDEVELOPMENT PROJECT"**) to a suitable Developer; AND

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WHEREAS the Society had in its Special General Meeting held on 20-09-2021 unanimously resolved to accept the Bid of M/s. PRIME RESIDENCES, the Developer hereinabove named and further resolved to grant redevelopment rights in respect of the said property to the Developer hereinabove named as specified in the Tender document and relevant modifications thereof and the same is attached herewith as **"ANNEXURE-C"**; AND

WHEREAS under the aforesaid circumstances the parties hereto are desirous of entering into this Re-Development Agreement on the terms and conditions hereinafter appearing and after due discussion with the Members and detailed negotiations with the Developer and also as per the Resolution passed on 20-09-2021, the Society and Members have now decided to entrust the entire work of Redevelopment of the said property to the Developer upon the following terms and conditions.

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

(1) The Society has represented to the Developer that:

(i) The Society is absolutely seized and possessed, of or otherwise well and sufficiently, entitled to ALL THAT Piece and Parcel of land bearing Plot Nos. 26 (TWENTY SIX) admeasuring 11235.00 Sq.Feet (OR 1043.76 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 110/2 of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9, TOGETHER WITH the existing Double Storeyed Residential Building standing thereon, consisting of 10 (TEN) self contained separate Apartments therein, bearing City Survey No. 2270 and Sheet No. 86, situated at South Ambazari Road, Dongre Layout, Shraddhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and delineated in RED colour boundary line on the Plan annexed hereto as **ANNEXURE "A"** and more particularly described in SCHEDULE hereunder written; (hereinafter referred to as **"THE SAID PROPERTY"**),

(ii) There is 1 (ONE) Building standing on the said Plot of land and consisting of total 10 (TEN) Apartments/Flats, which are occupied by 10 Members (i.e. the Existing Members above named) (hereinafter referred to as **"THE EXISTING BUILDING"**). The area of each Flat occupied by each member is more particularly shown in the Schedule annexed hereto as **ANNEXURE "B".**

(iii) THAT, it is agreed and declared that the Tender Document, Specifications annexed hereto as **ANNEXURE "C" and "D"** shall constitute as an operative part

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of this agreement as if the same were specifically set out herein and incorporated verbatim.

(iv) THAT the proposed new Building(s) will consist of Single Multistoried Building consisting of 1 (ONE) Parking Floor, 1 (ONE) Recreational Floor and 14 (FOURTEEN) Floors consisting of 28 (TWENTY EIGHT) Flats of same sizes, (hereinafter referred to as **"THE NEW BUILDING**). The Proposed Floor Plans are annexed hereto as **ANNEXURE " E "** and the Allotment made to the existing Members is annexed hereto as **ANNEXURE " F ".**

(2) THAT the said Society hereby grants to the Developer the rights to develop ALL THAT Piece and Parcel of land bearing Plot Nos. 26 (TWENTY SIX) admeasuring 11235.00 Sq.Ft. (OR 1043.76 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 110/2 of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9, TOGETHER WITH the existing various Double Storeyed Residential Building standing thereon, consisting of 10 (TEN) self contained separate Apartments therein, bearing City Survey No. 2270 and Sheet No. 86, situate at South Ambazari Road, Dongre Layout, Shraddhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and delineated on the plan annexed hereto as **ANNEXURE "A"** by RED coloured boundary line (hereinafter referred to as **"THE SAID PROPERTY"**) and more particularly described in **SCHEDULE** hereunder written.

(3) THAT, during the course of construction, the Project Management Consultant shall have exclusive right and entitlement to visit and inspect the structure as well as the material used in the construction activity. Any advisory or instruction issued by Project Management Consultant in respect of improvement of quality of material used and/or rectification of any design should be immediately responded by the Developer and such improvement or rectification should be to the Satisfaction of the Project Management Consultant. The Existing Members of the Society shall also have right for periodical review and inspection of the Project site.

(4) THAT in consideration of the Society granting Re-development Rights in respect of the said property to the Developer herein, the Developer shall allot and give **"free of cost"** 1 (One) Apartment/Flat to each of the present Members (i.e. 10 Members) of the said Society in the New Multi Storeyed Building proposed to be constructed on the said Plot of land in accordance with the **Specifications** appended hereto, and to give, grant and convey the same to the Owners in duly finished and completed condition in all respect within 30 (THIRTY) Months from the date of this Agreement.

The Carpet area of such Flat/Premises with respect of FSI consumption to be provided to the existing 10 (TEN) Members of the said Society shall be 106.60 Sq.Mtrs. comprising of a Drawing Hall, a Kitchen, Three Bedrooms, Three Toilets, a Store/Pooja

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Room, Four Balconies alongwith 2 (TWO) covered Car Parking space and Common Two Wheeler Parking space as per the NMC norms in stilt Parking area free of cost, (hereinafter the new Flat to be allotted to the members is referred to as **"THE SAID NEW APARTMENT(S)/FLAT/S"**).

That the Developer has further specifically agreed to construct at its own costs and expenses Paving Blocks, Landscaping, Compound Wall on all sides, Gate and Gate Office, Society's Office, Servants Toilets and to give, grant and convey the same to the Society in duly finished and completed condition within 30 (THIRTY) Months from the date of this Agreement.

That all the rights relating to the Common areas and facilities in the said Building viz. Open Spaces, Passages, Terrace etc. shall always vest with and belong to the Society.

(5) THAT, it is specifically understood and agreed by the Developer that if the Carpet / Built-up area of the Flat hereby agreed to be allotted to each Member of the Society is found less than 3% then in such event the Developer will make a payment @ Rs. 10,000/- (Rupees Ten Thousand Only) per square feet on RERA Carpet of such reduced area and the said payment shall be made simultaneously at the time the Developer's hand over the possession of the new flat to the member.

(6) THAT, the Plans to be submitted for sanctioning shall clearly indicate the parking areas both open and under stilt of the society's existing 10 (TEN) Members. A tentative plan showing the Parking area earmarked for the new members and the existing members in the Society's buildings is annexed hereto as **ANNEXURE "E"**

(7) THAT besides the aforesaid Apartment/Flat agreed to be allotted to each Member, the Developer shall also further agreed to pay to each of the existing member (i.e. 10 Members) a sum of Rs. 16,00,000/- (Rupees Sixteen Lakh) Only to each existing Members, thus total amount of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakh) Only as Monetary Consideration and the same shall be payable by the Developer to the Apartment/Flat Owners through Society in the following manner :

Rs. 50,00,000=00 (Rupees Fifty Lakh) Only paid by the Developer to Owner Society (for distribution @ Rs. 5,00,000/- to each Flat allottee) by Cheque No. 000033 Dated 12/12/2021 drawn on HDFC Bank, the receipt whereof is hereby acknowledged by the said Owner Society.

Rs. 50,00,000=00 (Rupees Fifty Lakh) Only agreed to be paid by the Developer to Owner Society (for distribution @ Rs. 5,00,000/- to each Flat

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allottee) on the date of sanction of Building Plans or 4 (Four) months from the date of Agreement whichever is earlier.

Rs. 60,00,000=00 (Rupees Sixty Lakh) Only agreed to be paid by the Developer to Owner Society (for distribution @ Rs. 6,00,000/- to each Flat allottee) on the date of delivery of vacant possession of old Building by all the 10 (TEN) Members.

Rs.1,60,00,000=00 (TOTAL RUPEES ONE CRORE SIXTY LAKH ONLY).

THAT the existing members agree to vacate their existing Apartment within 2 (Two) months from the date of sanction of Plan.

THAT if the Developer fails or neglects to pay the aforesaid installments strictly within the time stipulated hereinabove, then in such event the Developer shall be liable to pay an interest @ 18% (EIGHTEEN PERCENT) Per Annum to each Member on the defaulted installments from the date of default till the date of actual payment thereof. However such grace period with interest shall not exceed more than 30 (THIRTY) Days. It is specifically understood and agreed by Developer that the time so stipulated for payment of each installment is of the ESSENCE OF CONTRACT and consequently, therefore, this Agreement shall IPSO FACTO and come to an end on the Developer failure to pay above installments on the due dates/stages. Under such circumstances the amount paid till date shall stand forfeited and the incomplete structure shall be the exclusive property of the Society and the Developer and/or the prospective buyers shall have no claim in respect thereof.

(8) THAT, for the purpose of construction and putting up the society's new building, the existing building has to be demolished. The members of the society have agreed to arrange for themselves temporary alternate accommodation, for a period of 30 (THIRTY) Months being the estimated period in which time the Developer shall handover to the members their respective flats in the new buildings proposed to be constructed on the said Piece of land. The Developer shall pay a sum of Rs. 10,000/- each to the existing 10 (TEN) Members towards displacement Compensation. The Developer has further specifically agreed to pay compensation to the each of the 10 (TEN) Members @ Rs. 22,000/- (Rupees Twenty Two Thousand) Only per Month, for the entire period of their stay out of the premises, as compensation in lieu of Temporary Accommodation. In case the said Project is delayed beyond 30 Months, then the Developer shall pay an additional 10% Rent. It is hereby agreed that The Developer shall issue Post Dated Cheques in favour of the society towards monthly compensation as stated above. Upon the Developer obtaining the Commencement Certificate for and in respect of the entire proposed building having Fourteen Floors, the Members shall vacate their respective Apartments/Flats and

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handover possession of the same to the Society and Society will hand over the same to Developer. If the said time for handing over possession in the new Building shall be extended mutually, then further post dated cheques will be issued on or before 5th day of every month in advance, till the time handing over the possession to all the members in the new building completed in all respect. It is hereby agreed that within 30 (Thirty) days of completion of the society's buildings and obtaining Occupancy Certificate thereof, the existing members shall on being given written intimation by the Developer take possession of the said new Apartment/Flat. However no rent shall be paid in the event the member fails to take possession within the time specified in the written intimation.

(9) THAT the Developer has specifically agreed to pay a sum of Rs. 4,00,000/- (Rupees Four Lakh each) Only for and on behalf of the existing 10 (TEN) Members i.e. in all a sum of Rs. 40,00,000/- (Rupees Forty Lakh) Only as Corpus Fund for Maintenance of Residential Premises to the Society before the date of handing over the Apartments/Flats.

(10) THAT it is further agreed that in the event of delay in payment/honoring of any payment/cheque within time specified herein from the Developer's side, then in such event, the Developer shall pay the said amount by Pay-order forthwith without assigning any reason or excuse.

(11) THAT it is agreed by and between the parties hereto that the Members are entitled to remove only the loose furniture's and fixtures of their Apartments/Flats before demolition of the existing buildings. The Developer will be entitled for the debris/windows/doors and all fixed furniture's of the old buildings and the Developer will immediately make arrangements to clear all debris exclusively from and out of its own costs and expenses.

(12) Time is the "essence of this contract". It is agreed that subject to force majeure viz. acts of God, fire, flood, tempest, war, war-like hostilities, civil commotion, riots, earthquake or frenzy of mob or other irresistible force (either partially or fully), natural calamities, any epidemic and/or pandemic events and/or outbreak of any disease/diseases, resulting in stoppage of construction work, the Developer shall commence and complete the construction of the proposed Multi Storeyed Buildings by obtaining Certificate from PMC and the Occupancy Certificate from Planning Authority within 30 (Thirty) months from the date of this Agreement. In case of any force majeure even the Developer may seek an extension from the Owner Society upto a period of 12 (TWELVE) Months for Completion of the said Project.

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(13) THAT, the Developer has further agreed to provide at its own cost and expenses following facilities/amenities to the said Redevelopment Project.

i) Rain Water Harvesting System.
ii) Solar Photovoltaic (SPV)/ Rooftop Solar System of adequate capacity for common electrical use.
iii) Fire fighting equipment and Fire escape staircase as per the specifications and standards provided by Fire Department of Nagpur Municipal Corporation, Nagpur.
iv) Anti-termite treatment to the structure.
v) The structure of the building shall be Earthquake resistance and each of the Towers shall be provided with anti lightning equipment.
vi) Maximum possible number of trees will be planted within the Society Premises.

(14) THAT the society agrees and undertakes that it shall not create any third party rights in respect of the said property and shall not do any act whereby the title to the said property of the Society may become defective.

(15) THAT the Developer shall be on and from the date of execution of this Agreement entitled to proceed with the redevelopment of the said property and construction of the said new Multistoreyed building/s as stated herein above and shall be entitled to do all acts, deeds, matters and things as may be necessary for redevelopment including the following rights and authorities;

(a) 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 shall be applicable to the said Project. The Developer shall get the Project registered in accordance with the provisions of said Act and comply with all the provisions and directives from time to time.

(b) To issue advertisement in the newspaper and other media as may be deemed fit by the Developer announcing the redevelopment of the said society's buildings on the said Plots of land and to sale of the apartments, flats, garages, parking spaces, tenements etc. (excluding the 10 Apartments/Flats and Parking Spaces provided to Members of the Society i.e. Existing Members abovenamed) on the ownership basis.

(c) The Developer will be entitled to display its sign board on the site of the said land indicating thereby that the Developer is entitled to carry out the redevelopment of the said property simultaneously with the execution hereof.

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(d) To enter upon and commence redevelopment of the said property by laying drainage line, water line, internal roads, providing Electricity, Telephone lines etc., and by construction of the buildings/s on the said Plots of land strictly in accordance with the plan/s and specification approved by the concerned local authority and exhibit their Board on the property. The expenses required for procuring such connections and meters shall be borne and paid by the Developer for 28 Apartment/Flat Owners;

(e) Be entitled to demolish the existing building containing of total 10 Apartments/Flats therein and belonging to the existing members of the Society, i.e. the Existing Members abovenamed and more particularly set out in Schedule "B" hereto. However such demolition shall be carried out by the Developer only on vacating the premises by the existing members.

(16) THAT the Society hereby agree and undertake to :

(a) to Sign all necessary Forms, Declarations, Papers, Documents etc., as may be required for obtaining various permissions/Clearances and shall co-operate fully with the Developer to obtain the permissions/Clearances from various Government and/or Semi Government Departments and Offices;

(b) to co-operate with and assist the Developer in obtaining necessary No Objection Certificates/Papers/Documents from the appropriate authorities required for the redevelopment of the said property and sign/cause to be signed all relevant documents/papers therefore;

(d) to execute/cause to be executed by all necessary parties the all necessary documents, Power of Attorney including Agreement for Sale / Agreement for Allotment with apartment/flat purchasers in respect of remaining flats (i.e. with respect to flat not allotted / sold to existing members) sold / allotted by the Developer to those other eligible persons than the existing members of the said society;

(e) to sign and cause to be signed and executed by all necessary parties the necessary Plans and applications and proposals to the concerned Municipal Corporation, Nagpur and/or other authority or authorities for construction of the building/s and/or revived applications for the purpose of redevelopment and/or to transfer the said property to the name of the said Society. Such applications and proposals shall be submitted with such particulars and information as may be desired by the Developer and required by the concerned authority.

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(17) THAT the Society agrees and declares that all taxes, cesses, rates, outgoings in respect of the said property have been paid up to date till the time of handing over vacant possession of all Apartments/Flats of the respective members hereof and the same shall be paid by the Developer from the date of receiving vacant possession from the Members. The Developer shall be bound and liable to pay all increased taxes etc. from the date the Developer is put in possession of the said property for its redevelopment. However on and from the date possession is offered to the members of the said Society, the members shall be liable to pay the taxes etc. in proportion to their respective premises. The parties agree to mutually indemnify each other in respect thereof.

(18) THAT the Developer shall not be entitled to and are expressly prohibited to sell, dispose off, use or allowed to be used any part of the Residential Premises in the new buildings for any anti social activities which will endanger and adversely affect the tranquility and peaceful social atmosphere in the Society premises.

(19) THAT the proposed Building shall be purely a Residential Complex and Allottees shall not be entitled for running any Commercial activity including but not limiting to Tuition Classes, Liquor Shop, Bar, Non-Veg, Hotel, Poultry, Auto Mechanical Works, inflammable articles selling outlet etc. The Allottee shall not be entitled to do and perform any activity which will create pollution or hazardous to the adjoining owners, people of the locality.

(20) THAT the Society/Existing Members hereby allow and permit the Developer to carry on the actual redevelopment of the said property immediately on execution hereof and it shall be entitled to do so without any objection or interference from the said society or any person claiming through, from, by, under or in trust for it. The Society shall co-operate with the Developer to facilitate redevelopment of the said property.

(21) THAT the permission to commence and carry on the construction of the proposed Multistoreyed buildings hereby granted by the Society is merely in the nature of a LICENCE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53(A) of the Transfer of Property Act, 1882.

(22) THAT, it is hereby specifically agreed and declared by the Owner Society that the Developer is solely liable and responsible for the demolition of the existing structures and simultaneously the Developer shall also be entitled for the amount derived out of the said debris and/or any benefit available out of the said debris, the same shall belong to the Developer and the Society and its Members shall not claim any such amounts from the Developer.

(23) THAT the Developer shall be entitled to all the benefit arising out of the Ownership of the said property in the form of F.S.I and/or T.D.R. and/or otherwise in

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any manner whatsoever in respect of the said property. The Developer shall also be entitled to use TDR from any other property on the said property at its own cost and expenses. However, it is clearly agreed and understood by the Developer that the total number of flats proposed to be constructed (inclusive of the 10 Apartments/Flats to be allotted to the Members of the Society, i.e. Existing Members abovenamed) shall in no case exceed more than 28 (TWENTY EIGHT) Apartments/Flats. It is clearly agreed and understood by the Developer that if there is any increase in the F.S.I. on the said plot (i.e. Plot No. 26) after the date of this Agreement till the date of completion of redevelopment project, the ownership of increased F.S.I. will remain with the said Society.

(24) THAT the Developer shall be entitled to proceed upon sanctioning of plan with the redevelopment of the said property and the construction of the Buildings on the said Plots of land strictly in accordance with the plans in respect thereof as may be got approved by the Developer with due consent of the Society and also in accordance with the rules and regulations of the concerned Nagpur Municipal Corporation/Nagpur Improvement Trust and other concerned authorities and the Development Control Rules. The Developer shall throughout hereafter and always save harmless and keep indemnified the Owner Society, its Members and their respective estates and effect of, from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach on the part of the Developer in developing the said property or any part thereof, of any rules, regulations terms or conditions or otherwise.

(25) THAT the Developer will be entitled to modify the approved Buildings Plans as it deem fit at its own costs, charges and expenses provided the modifications are within or as per the provisions of approved Scheme plan by the Owner Society. The Developer shall pay all the fees of the Architects and R.C.C. Consultants appointed by it for the redevelopment of the said share in the said entire property. However, the Developer shall provide Flats to the Members of the Society as mentioned hereinabove in duly finished and complete condition.

(26) THAT the Owner Society and Existing Members abovenamed shall execute a General Power of Attorney empowering and authorising any person to be nominated by the Developer to sign/execute various Agreements to sale / Agreements to Allotment, in favour of prospective Purchasers on its behalf and also to carry out and observe all the obligations on its 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. However, the Owner Society/Members shall not incur any monetary responsibility arising out of the nomination of the Attorney. Notwithstanding anything herein contained the Attorney to be so appointed shall in no case however sign and

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execute any such Agreements for and on behalf of the Society in favour of such persons who are ineligible to become members of Owner Society.

(27) THAT, the Developer shall be fully entitled to carry out at its own costs,charges and expenses in all respects all or any items of work for redevelopment of the said property including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the Nagpur Municipal Corporation/Nagpur Improvement Trust, while sanctioning the Building Plans of the proposed scheme and the said plans and other items of works as may be required to carry out for the purpose of making the said property fit for construction of buildings and structures therein. All finances for completion of the said items of works shall be provided and borne and paid by the Developer alone.

(28) THAT the Developer shall be at liberty to allot/sell the 18 (EIGHTEEN) Flats along with parking spaces etc. (Excluding the 10 Flats and 20 Parking Spaces retained by Members of the Society) in the buildings and structures to be constructed on the said Plot of land at such price and on such terms and conditions and provisions as the Developer may think fit and any terms which may be imposed by any authority or authorities. All such allotments shall, however, be made by the Developer at its own costs and account and at its risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between the Developer and such party or parties. However, it is obligatory on the part of the Developer to obtain permission/consent from the Society before entering any such Agreement with prospective buyers/purchasers. The Parking Spaces in excess of 56 nos. shall belong to the Society and the Society alone shall have exclusive right of allotment of the same at its own discretion.

(29) THAT it is agreed by the Developer that from the date of handing over of the possession of the property to the Developer, the Developer shall pay and discharge all taxes, and outgoings including Corporation Taxes and all other charges, rates, cesses, taxes that may be levied by any Public Body or authorities in respect of the said property and till the time the Developer complete the construction and allot the Apartments/Flats to the Members in new buildings and for additional flats, till the date prospective Apartment/Flat Purchasers become Members of the said Society. In the event of the Developer paying any refundable deposits to the Nagpur Municipal Corporation and other concerned authorities in the course of the redevelopment of the said property in the name of the Owner Society, the Developer shall be entitled to the refund of such deposit in its own name. To enable the Developer to obtain the refund the Society shall sign or execute all such writings as may be required by the Developer in that behalf, without raising any objection or requisition in that behalf.

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(30) THAT it is specifically understood and agreed by the Developer that all the entire redevelopment work shall be carried out by it at its own risk, costs and expense. It shall bear and pay the Bills of the suppliers of building materials, wages and salaries payable to 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 redevelopment work. The Society at all not responsible for such payments.

(31) THAT the Developer shall always indemnify and keep indemnified the Society and its Members against all losses, damages, costs, charges expenses that will be incurred or suffered by the Society on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by third party in respect of such construction or otherwise howsoever. The Society shall at all not responsible for such payment of any compensation.

(32) THAT the Developer shall not be entitled to assign the redevelopment rights hereby conferred by entering into any separate agreement with any other Developer for carrying out the said redevelopment works.

(33) THAT, the Developer shall be at liberty to allot/Sell the remaining 18 (EIGHTEEN) Apartments/Flats etc. in the buildings proposed to be constructed on the said Piece of land (Excluding the 10 Apartments/Flats and 20 Parking Spaces allotted to the Members of the Society) to any suitable person eligible to become Member of Society at such terms and conditions as the Developer may deem fit with due consent of the Society.

(34) THAT, the Developer shall be entitled to store building materials at 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 construction only.

(35) THAT, the proposed new building as also all the constructed portions will be the property of the Society and the Apartments/Flats therein shall be allotted to the said Existing Members as mentioned hereinabove as also the said incoming New Members or any prospective flat purchasers, desirous of being incoming members of the Society and agreeing to abide by the rules and bye-laws of the Society.

(36) THAT, the prospective Purchasers of the Built-up premises in the new buildings shall be inducted as member/s of the Society after completion of necessary formalities as required under the bye-laws of the Society and MCS Act, 1960. Such purchasers shall make the payment to the Society as per relevant provisions of Co-operative Societies Act & Bye Laws of the said Society, such as Entrance Fee of Rs. 25,000/-

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(Rupees Twenty Five Thousand) Only and Share Capital amount of Rs. 500/- (Rs.Five Hundred) Only. Society will issue share certificates in favour of such New Purchasers after completing all the formalities. In addition to the above each of the new members shall pay a sum of Rs. 4,00,000/- (Rupees Four Lakh) Only as Corpus Fund for Maintenance of Residential Premises to the society.

The Developer shall pay the Maintenance Charges for and in respect of the unsold Flats to the Society from the date of handing over of the Flats to the existing Members.

(37) THAT any delay or indulgence by any of the parties in enforcing any of the terms of this agreement or forbearance or giving of time to any party shall not be treated as a waiver on the part of the parties of any breach or non compliance of any of the terms and conditions of (this agreement by the other party nor shall such forbearance or giving of time in any manner prejudice the rights of the party.

(38) That it is agreed by and between the parties hereto that Out-of-pocket expenses relating to stamp duty, additional stamp duty penalty interest if any and registration charges of and incidental to this Redevelopment Agreement as well as in respect of the Agreements/Deed of Allotment to be executed in favour of existing 10 Members of the Society or other writing to be executed in pursuance hereof shall all be borne and paid by the Developer alone.

(39) 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 Redevelopment Agreement.

(40) THAT the Agreements arrived at between the parties are based on the Tender document as recorded in this Agreement and this Agreement supersedes all other 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. However, the Tender Document, Specifications annexed hereto shall constitute as an operative part of this agreement.

(41) THAT all or any dispute(s) and differences that may arise between the parties hereto in regard to these presents, will be referred to the Arbitration as per the provisions of the Arbitration and Reconciliation Act, 1996. The Award of the Arbitrator will be final and binding upon all the parties hereto. The sole Arbitrator Shri. Shriniwas Shridharrao Warnekar, Project Management Consultant (PMC) will have summary powers, and shall be entitled to give interim directions and awards from time to time and the Arbitration shall always be held in Nagpur and Courts in Nagpur shall alone have jurisdiction in the matter.

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(42) THAT it is further agreed and understood by and between the aforesaid parties that any dispute arising in respect of the redevelopment of the said property, the same can also be resolved as per provisions of Section 91 of the said Act. It is clarified that the provisions of Maharashtra Co-operative Societies Act shall be applicable to this Agreement.

(43) THAT the Developer hereby agrees to pay Goods and Service Tax (GST), Local Body Tax, Vat Tax or 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 and shall always keep the Society indemnified against the same.

(44) THAT it shall be obligatory on the part of Developer to remove and repair all the defects in the construction of the Buildings/Housing Project that may arise during the period of 5 (FIVE) year from the date of completion and handing over of the flats. Before handing over the possession of new Flats, the Developer shall give a bank guarantee of Rs. 1,00,00,000/- (Rs. One Crore Only) to the Society, for the defect liability period as per RERA guidelines.

(45) THAT the Developer hereby assures that it shall always indemnify the Society and its Members against any monetary 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 respect of labour laws etc. arising out of this transaction.

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

(47) THAT the Existing Members hereinabovenamed accord their Consent to the instant transaction of Redevelopment. They jointly and severally declare that the Society is competent enough to develop the aforesaid property through the Developer. The Existing Members further assure the Developer that it shall acquire a perfectly good, valid and marketable title and Development Rights relating to the aforesaid property after execution of this Agreement and get the same duly registered from the Society and duly consented by them.

(48) THAT all expenses on account of preparation of this Agreement including the cost of stamp duty and registration fees payable thereon and also including the Lawyer's Fees shall be borne and paid by the Developer.

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(49) THAT all the Terms & conditions of the Tender are applicable to this Agreement.

SCHEDULE – "A"

ALL THAT Piece and Parcel of land bearing Plot No. 26 (TWENTY SIX) admeasuring 11235.00 Sq.Feet (OR 1043.76 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 110/2 of Mouza – AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9, TOGETHER WITH the existing various Double Storeyed Residential Building standing thereon, consisting of 10 (TEN) self contained separate Apartments therein, bearing City Survey No. 2270 and Sheet No. 86, situate at South Ambazari Road, Dongre Layout, Shraddhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District – NAGPUR and bounded as under–

ON THE EAST	-	SOUTH AMBAZARI ROAD.
ON THE WEST	-	PLOT NO. 27.
ON THE NORTH	-	BUNGLOW OF DR. DONGRE.
ON THE SOUTH	-	PLOT NO. 21.

IN WITNESS WHEREOF the PARTIES hereinabovenamed have hereto set their respective hands and signed this RE-DEVELOPMENT AGREEMENT 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			FOR THE JIVAN VIHAR SAMADHAN CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR 1) (DATTATRAYA LAXMANRAO CHIVANE) Hon. Secretary
02			2) (LAXMIKANT LAXMANRAO BHIMANWAR) Hon. President SOCIETY

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03			FOR M/s. PRIME RESIDENCES (S. SRIKANT S/o P. SAMPAT) Proprietor DEVELOPER
04			1) (LAXMIKANT LAXMANRAO BHIMANWAR) EXISTING MEMBER
05			2) (KAMALAKAR RAMBHAU MULEY) EXISTING MEMBER
06			3) (MRS. SUSHILA KRISHNAMOORTHY RAO) EXISTING MEMBER
07			4) (SMT. ARCHANA BHALCHANDRA DESHPANDE) EXISTING MEMBER
08			5) (DATTATRAYA LAXMANRAO CHIVANE) EXISTING MEMBER

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09			6-A) (SHYAM VINAYAK HUDDAR) EXISTING MEMBER
10			6-B) (MRS. PRADAKSHINA SHYAM HUDDAR) EXISTING MEMBER
11			7) L.H.T. (YESHWANT MANOHAR MENE) EXISTING MEMBER
12			8) (SMT. SHYAMLA SADANAND MOHARIR) EXISTING MEMBER
13			9) (PRADIPKUMAR DHEKAL PARATE) EXISTING MEMBER

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10)

(RATNAKAR PURUSHOTTAM GADGIL)

EXISTING MEMBER

WITNESSES :

(1)

(2)







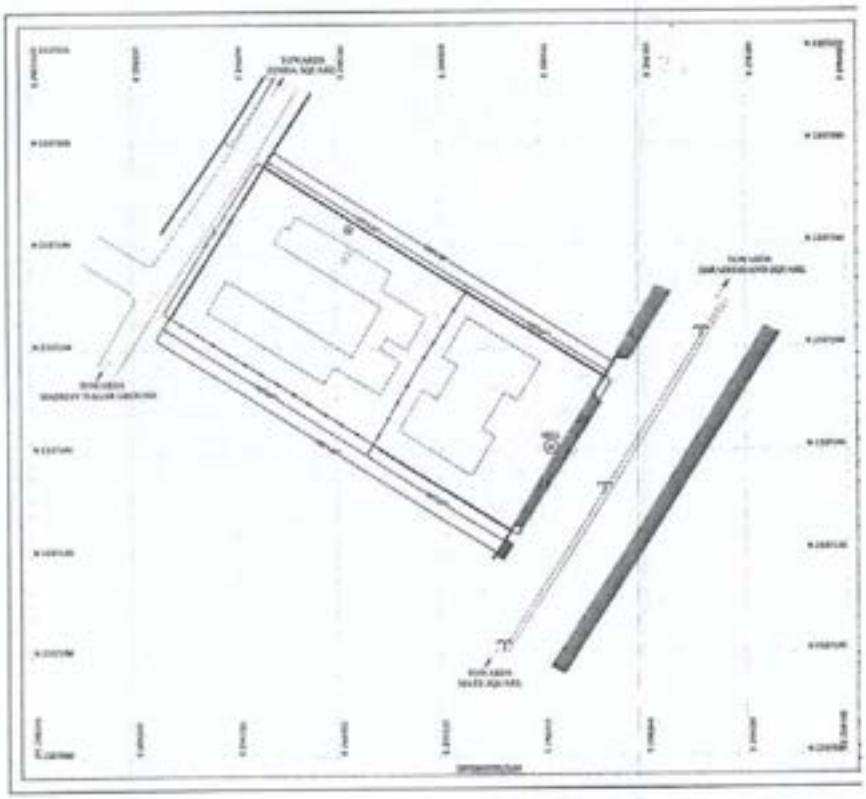


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Annexure A - Layout Plan



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Annexure B - List of Members with Old Flat Nos.

Sr. No.	Flat No.	Floor	Name of Member
01	G-1	Ground	Shri. Laxmikant Bhimanwar
02	G-2	Ground	Shri. Kamalakar Muley
03	G-3	Ground	Mrs. Sushila Rao
04	G-4	Ground	Shri. Bhalchandra Deshpande
05	G-5	Ground	Shri. Dattatraya Chivane
06	F-1	First	Shri. Madhukar Deo
07	F-2	First	Shri. Yeshwant Mene
08	F-3	First	Shri. Manohar Moharir
09	F-4	First	Shri. Pradipkumar Dhekal Parate
10	F-5	First	Shri. Ratnakar Gadgil





Annexure D - Specification

SPECIFICATOINS FOR REDEVELOPMENT OF PROPERTY BELONGING TO JIVAN VIHAR SAMADHAN CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR.

i RCC structure with Columns and Beams with minimum M25 grade concrete (with fly ash not being more than 15%) and higher if required by Structural Designer. Slump Test and Cube Test are compulsory with every batch of concrete and test reports to be submitted to PMC for approval at every stage. Centering plywood to be of IS 4990 grade and steel shuttering to be of IS grade with minimum 3mm thickness. Props and Spans or Cuplock to be used of IS grade. The minimum floor to floor height shall be 3.00 meter.

ii Steel TMT Bars of grade FE 500 to be used in building. Test Certificate provided by supplier to be submitted to PMC with every lot of buying.

iii Brickwork – First class clay bricks / AAC Blocks with 3 N/mm2 comprehensive strength, sound reduction of 50 DB for 230 mm brickwork, minimum fire resistance of 2 hours, thermal conductivity of 0.18, and water absorption of less than 15% to be provided. External Wall will be 230 mm and internal Walls of 115 mm thick. Coping with steel bars of minimum 2 inches to be provided every 6 layers of brick in vertical stacking and at every 20 feet of horizontal wall without a break of column. Damp Proof Course to be provided wherever brickwork is done where water contact is possible. 1:6 Cement mortar to be used with OPC 43 Grade cement.

iv Internal Plaster will be Single coat 10 mm. thick 43 OPC grade cement to be used in mortar of 1:4.

v External Plaster will be Double coat of 20 mm. thick 43 Grade cement to be used in mortar of 1:4.

vi External Painting : Weather shield paint with 10 years warranty of either of the brands Asian/Berger/Jotun/Nerolac/British/Dulux/Indigo/Snowcem with base primer one coat and minimum two coats of paint. Texture paint and external cladding to be approved by PMC prior to application.

vii Doors and Door Frame to be of borer proof, termite proof 18mm plywood frame, covered by 8mm ply and layered with veneer or mica 2mm-Total 38mm door attached with one mortise/night lock (Godrej / Europa / Yale), three 102mmX77mmX2.5mm SS304 grade hinges, one door stopper, one magnet and one tower bolt. Plywood should be Greenply / Century / Kitply or equivalent brand. CP Teak Doors and Frames can be used provided they are from tree trunk size of 300mm and are non white. PMC will approve the teak quality before buying.

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viii Windows will be powder coated aluminium "Domal" Jindal Deluxe range minimum 1.5 mm thick sections with 5mm tinted glass and mosquito net. UPVC windows can also be offered for installation alternatively.

ix Flooring will be Vitrified Tile 900mm X 900mm or 1200mm X 600mm in Hall and 600mm X 600mm other rooms. Make will be standard brands like Johnson, Kajaria etc. (approved by PMC). The staircase flooring will be granite or green marble.

x Kitchen will be Modular with Granite otta size of 2500mm X 750mm otta with granite Kitchen Top and Stainless Steel Sink. The utility otta will be of minimum 2500mm X 450mm Granite Top with Utility Storage Cupboards of height 3 feet. The Modular Kitchen will have drawers of stainless steel with soundless slide with telescopic slide of Hitech or Ebco, laminated plywood with profile handles. Open walls will be covered with tiles throughout the kitchen.

xi Wash Balcony will have otta with sink for washing utensils and walls will be covered by tiles.

xii Electrical Work will be as per National Building Code and switches shall be Anchor, Roma or equivalent make Modular Switches completed with 1sqmm Anchor make Multi strand wires for light circuits and 2sqmm for power circuits. Meter Panel Box shall be provided with MCB, ELCB and every apartment shall have MCB Box with required MCB. Every Apartment shall be provided with 36 light points, 10 fan points, 10 Nos. 15 Amp Plug points, 25 Nos. 5 Amp plug points, 5 Nos. AC points will be provided. Two way switches will be provided in staircases and bedrooms.

xiii Wiring will be concealed in a plain POP ceiling of gypsum / POP sheets and wall with conduit pipes. Light points will be in the ceiling only.

xiv Plumbing will be as per National Building code and shall be in CPVC for water provision and PVC Pipes for Sewage disposal. All Washrooms will have a wall hung western commode, washbasin, mirror, shaving mirror, stainless steel towel rack, soap dispenser, towel rod sandhooks, sprayjet, shower and faucet, concealed flush tank or metropole. All fittings shall be of Jaguar regular series with hot and cold water in the wash basin and shower faucet.

xv Bathroom flooring will be of Non Slip Vitrified Tiles (Endura Make or Equivalent) and will be covered by 600mm X 300mm tiles till ceiling.

xvi Internal Painting will be acrylic emulsion paint with water based putty as base.

xvii Grills and Railing will be of stainless steel or normal steel and painted.

xviii Gate will be steel and painted.

xix Concealed Ducting for central cooling will be provided. These ducts will be of GI

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sheet sand have Vents with adjustable openings for regulating drafts. Coolers will be procured by Owner s at their own cost. However the stand for coolers shall be at a predetermined place with a platform all round for maintenance. Water down take pipes with taps will be provided for water augmentation.

xx Solar Heater 125 to 150 Ltrs will be provided for each apartment and will be fitted in the terrace.

xxi One Automatic Door 8 passenger Lifts will be provided and One Manual Opening Door Lift with 11 Passengers or stretcher lift will be provided for servants and transport of goods. Lift will be of OTIS / KONE / SCHNIDLER make only.

xxii Backup Generator (Diesel) for Lift and Emergency light will be provided

xxiii A Guard Room with a Servant Toilet for one male and one Female will be provided in the ground floor.

xxiv A Recreational hall, pantry, separate washrooms for male and female and Society Room will be provided subject to approval.

xxv Open Spaces will have gardens or covered by paver blocks.

xxvi Existing Well / Bore hole will be continued to be used. However if not available a borehole or well will be provided. One Sump, Two Overhead tanks will be provided for separate well and municipal corporation water.

xxvii Fire Fighting equipment will be provided as per fire norms and shall be as per national building code.

xxviii CCTV cameras covering all open areas, parking areas, Lifts, common lobbies, passages and staircases will be provided.

xxix Open Parking with temporary cover will be provided as per NMC norms and every apartment will be given two dedicated car parking of size 2.5 mtr. X 5 mtr. 20 RCC Covered parking with car hydraulic lifts (stack parking with pits without need to involve moving the other car parked on the stack) will be available on paid basis. This will be provided on the first come serve basis and on full advance payment. The right to these parking will be with the Owners first and after their choice is exercised then the same will be offered to other future buyers.

Collector of Stamps ★ NAGPUR CITY ★

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Annexure G - New Flat allotment

Sr. No.	Flat No.	Floor	Name of Member	Built Up Area of Existing Flat	Flat No. of New Flat	RERA Carpet of new Flat	BUA of new Flat (incl. Ancillary)
01	G-1	Ground	Shri. Laxmikant Bhimanwar	69.5 sq mt	902	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
02	G-2	Ground	Shri. Kamalakar Muley	69.5 sq mt	801	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
03	G-3	Ground	Mrs. Sushila Rao	69.5 sq mt	1001	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
04	G-4	Ground	Smt. Archana Bhalchandra Deshpande	69.5 sq mt	702	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
05	G-5	Ground	Shri. Dattatraya Chivane	69.5 sq mt	502	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
06	F-1	First	Shri. Shyam Vinayak Huddar Mrs. Pradakshina Shyam Huddar	69.5 sq mt	701	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
07	F-2	First	Shri. Yeshwant Mene	69.5 sq mt	601	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
08	F-3	First	Smt. Shyamla Sadanand Moharir	69.5 sq mt	501	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
09	F-4	First	Shri. Pradipkumar Dhekal Parate	69.5 sq mt	802	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.
10	F-5	First	Shri. Ratnakar Gadgil	69.5 sq mt	602	106.60 Sq.Mtrs.	153.485 Sq.Mtrs.

Dist. Registrar ★ NAG

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CHALLAN
MTR Form Number-6

GRN	MH009735439202122E	BARCODE		Date	06/12/2021-16:04:59	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NPJ1_JT DISTRICT REGI NAGPUR URBAN	Full Name	MS PRIME RESIDENCES
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	MOUZA AMBAZARI
0030051701 Amount of Tax	5326700.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 1 0
		Remarks (If Any)	
		JOINT DISTRICT REGISTRAR NAGPUR URBAN	ADJ
		CASE NO 98/2021	
		Amount In Words	Fifty Three Lakh Twenty Six Thousand Seven Hundred Rupees Only
Total	53,26,700.00		

DEFACED ₹5326700.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332021120617684	2716927694
Cheque/DD No.		Bank Date	RBI Date	06/12/2021-16:08:50	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		100 , 07/12/2021	

Mobile No. : 9422110001

This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		00046313182021 22	07/12/2021-11:58:15	IGR377	5326700.00
			Total Defacement Amount		53,26,700.00




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