Developer shall have every right and authority to transfer, convey & assign the Residential Apartments of said Scheme to any third party for consideration and/or without consideration. The Owners agrees to accord their respective consent to the sell, retention or transfer of the undivided share and interest in the land together with construction in favour of the himself, Prospective Purchaser(s)/Transferee(s) of the Residential Apartments in the Scheme to be constructed on the said Plot. The Owners undertakes to execute any Agreement(s)/Deed(s)/Document(s) of the said Residential Apartments with undivided share in the land in favour of the nominee(s) of the Developer, personally or through their constituted attorney.

22. **That,** the Developer can execute the necessary documents as required under the provision of Maharashtra Apartment Ownership Act, 1970 such as Deed of Declaration or any other document, at the cost of the Developer

23. **That,** the Developer at his own costs and expenses shall register the proposed scheme to the Provisions of the Real Estate (Regulation and Development) Act, 2016 and also abide by other Provisions of the said Act. The Owners shall extend all their support for the same.

24. **That,** the Developer shall obtain Occupancy Certificate / Completion Certificate from the Sanctioning Authority within stipulated time. The Owners shall be obliged to complete all formalities and extend the support for the same.

25. **That,** the Owners have agreed to execute general power of attorney in favour of the Developer, to be registered in the office of Sub-Registrar, Nagpur to execute & register the Agreement to sale, Deed of Declaration, Sale Deed, Correction Deed, Deed of Apartment or any other documents/deeds in favour of the Prospective Purchaser(s) of the Residential Apartments or Owner or otherwise, as & when required or to do all things necessary to complete the said transaction/transfer. The said Power of attorney shall be given to carry out and observe all the obligations on part of the Owners herein contained or otherwise required by the law.

26. **That,** the Owners specifically agree that they will not unnecessarily interfere, obstruct or prevent the Developer from planning, commencing, carrying on and completing the work of development of the proposed Scheme. The Developer has full liberty and absolute right to commence and carry out as well as complete the entire work of development, subject to the Developer carrying out the works of development in accordance with the provisions contained in this Agreement. The Owners shall not be liable for construction / development work and the Developer shall keep the Owners indemnified for the same. However, the Owners shall have a right to entry into the said

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Plot while continuation of construction work, but interference in working & insisting to change anything will not be at all allowed.

27. **That,** the Owners agrees to remove all such objections, defects in title or claim, if notice or pointed out after execution of this Agreement, at their cost and further convey the valid and marketable title either in favour of the Developer or in favour of the Prospective Purchaser(s) as may be nominated by the Developer.

28. **That,** the Owners have paid Municipal Corporation Taxes, Non-Agriculture Assessment Tax, Cess, Levies, and other outgoing assessed, levied demanded and found due on the Property up to the date of this Agreement. The Owners agree to pay all arrears that may be found due on Property up to the date of this Agreement.

29. **That,** the Developer shall obtain all necessary No Objection Certificate and permission from the competent authority for development of the said Plot and for sale of the Residential Apartments to Prospective Purchaser(s), if so required, at his own cost, however the Owners shall sign all forms and application require for the same.

30. **That,** the Owners hereby covenants that they and all persons claiming through or under them shall and will undertake to do and execute & register all acts, deeds, documents and things from time to time in pursuance to this Agreement and as desired by the Developer or persons claiming through or under him, with reference to this Agreement, personally or through their respective constituted attorney.

31. **That,** in case any party fail or neglect to fulfill and observe all or any of the obligation on their part as hereinabove contained or otherwise required by the law and also to execute various Agreement to sell, Sale Deeds, Deed of Declaration and various Apartment Deeds etc. as stipulated above, the aggrieved party shall be entitled to enforce specific performance of this contract by instituting legal proceedings against the other and in such event the other shall be liable to reimburse all costs and damages to the aggrieved party.

32. **That,** the Parties mutually agree that the parties shall not be responsible / liable to each other for any default and delay in performance of their respective obligation which may occur as a result of any natural calamity, act of god, terrorism, strike, lock out, fire, violence or mob, civil commotion, riot, explosion, flood, war, air raids, pandemic situations, lock-downs and other irresistible forces.

33. **That,** the Owners shall be entitled to seek co-operation from the Developer for suggestions regarding internal Planning of their respective Apartments, however they will refrain from involving themselves in Structural Planning and building construction

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activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation or any other Competent Authority.

34. **That,** the Owners have empowered and authorized the Developer to mortgage the said Plot except for the 4 (Four) Residential Apartments to be retained by the Owners including the proportionate undivided share of land, to any Bank, Financial Institution Society and create charge for raising funds including project finance/loan or otherwise, as the case may be. It shall, be the sole responsibility and liability of the Developer to repay such loan and shall keep the Owners indemnified against the same.

35. **That,** the Owners agree to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said land in favour of each individual prospective buyer in all relevant records.

36. **That,** the Developer also agrees to pay the Taxes as may be levied by Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid thereof and shall always keep the Owners indemnified against the same.

37. **That,** the Parties agree that this Agreement along with its recitals, annexures, schedules, exhibits annexed hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement shall supersede and override all prior negotiations, proposals, representations, commitments, understandings or agreements between the Parties, written or oral. In case of any discrepancy, inconsistency or ambiguity, between the terms of this Agreement with any other documents, the terms of the Agreement shall prevail.

38. **That,** unless expressly specified to the contrary, this Agreement shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by the Parties. No verbal Agreement or conduct of any nature relating to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.

39. **That,** the Development costs, charges and expenses including (but not limited to) the fees payable to the Architects, Structural Engineers, Consultants, the bills of various contractors appointed by the Developer, the wages/insurance/dues of the workmen, bills of suppliers, fees and deposits to be paid to the concerned authorities for the construction work, costs for procuring TDR/FSI Shall be borne and paid by the Developer alone. The Developer or his Contractors shall be responsible for all the liabilities in respect of the workman so employed/engaged in the construction/development work.

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40. **That,** the Developer has also agreed to pay the cost of stamp duty, registration fees and expenses incidental to this Agreement and the General Power of Attorney to be executed by the Owners in the favour of the Developer.

41. **That,** the Developer has agreed to bear the Stamp Duty and Registration charges of Deed of Apartments of the Residential Apartments to be retained by the Owners, to be executed and registered as per the prevailing provisions. In case if due to change in provisions of laws, additional Stamp Duty and Registration is imposed on Deed of Apartments, then the same shall be borne and paid by the Owners or their nominee(s).

42. **That,** the Developer agrees to pay Goods & Services Tax (GST) or any other Tax as may be levied by the Government of Maharashtra or Union Government for development of plot, cost of construction etc. The GST & legal charges relating to the Residential Apartments to be retained by the Owners has been agreed to be borne by the respective owners. In case of execution and registration of Sale Deed of any Apartment in favour of the nominee(s) of any owner(s), the Stamp Duty, Registration Fee, GST, other taxes, legal charges etc. shall be borne and paid by the respective Owner(s) or his/her/their nominee(s).

43. **That,** the Parties shall pay, adjust & settle their respective Income Tax and any other tax liability arising out of the said transaction at their own cost, without affecting the rights and interest of the other party. The Parties shall be liable, responsible & answerable for their personal claims of income tax or other taxes, resulting from the said transaction also.

44. **That,** the Property hereby agreed to develop by the Developer, described in the schedule shall be taken as correctly described and any mistake or mis-description thereof shall not annul this Agreement but the same shall be subject to appropriate corrections. The Owners hereby agrees and undertakes to assist & extend all their help and support for it.

45. **That,** neither failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part unless made in writing by the Parties. Any such waiver shall not affect in any way the validity of this Agreement or preclude the Parties from any further exercise of the right to enforce such obligation, agreement, undertaking or covenant at any other time. Further, any such waiver shall only apply to the instances or occasions specifically stipulated and shall not constitute a waiver of any instance or occasion arising in future or otherwise not specifically stated.

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46. **That,** if for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court to be void, invalid, illegal or unenforceable, then such provisions shall be deemed to have been severed or removed from the Agreement, without any prejudice to the continuance in force and effect of all other provisions of the Agreement. The Parties shall have the option to negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly same position to that which prevailed prior to such voidability, invalidity, illegality or unenforceability.

47. **That,** the Party have undertaken to indemnify and keep indemnified another Party from and against all and any damage or loss that may be caused to the Party including inter alia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by Party by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made being untrue and/or otherwise. The Party shall indemnify and hold harmless another Party from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of breach or non-fulfillment of any of the representations or warranties or obligations or noncompliance with applicable laws.

48. **That,** the Parties shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information relating to this Agreement or Parties acquired during the course of performance of obligations under this Agreement or thereafter.

49. **That,** the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force. The Nagpur courts will have the jurisdiction for this Agreement. No other court shall have any jurisdiction in respect of any dispute between the parties, arising under or incidental to this Agreement.

50. **That,** the Plot to be developed and referred under this Agreement is of the following description:

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of property consisting of the Nagpur Improvement Trust Leasehold Land bearing Plot No. 25 (Twenty Five) admeasuring about 859.06 Sq. Mtrs. (9247 Sq. Ft.) in Civil Station Expansion Scheme of Nagpur Improvement Trust in Eastern Dharampeth Layout/Precinct, C. No. 20, Division No. 8, City Survey No. 205, Sheet No. (39)17/II of Mouza – Lendhra, Nagpur Municipal Corporation House No: 134 situated

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Behind Alankar Takies, Bhagwaghar Layout, Dharampeth, Shankar Nagar, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 71 in Tahsil and District Nagpur including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto and bounded as under:

ON THE EAST	-	ROAD,
ON THE WEST	-	PLOT NO. 24, ON
THE NORTH	-	ROAD,
ON THE SOUTH	-	PLOT NO. 15

IN WITNESS WHEREOF the Parties herein above named have fully examined and read over this Agreement & explained in vernacular before execution and the same is drafted as per their instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at Nagpur in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Toal & Tolani Associates, Advocates & Consultants, S-2, Second Floor, Parvati Smruti, Plot No. 65, Chhoti Dhantoli, Nagpur -12 as per the instructions and documents provided by the Parties.

Photo	Left Hand Thumb Impression	Signature
		Jagdish Mohanlal Kothari **OWNER NO. 1**
		Kuldeep Mohanlal Kothari **OWNER NO. 2**
		Rita Vipin Kothari **OWNER NO. 3**
		Jai Vipin Kothari **OWNER NO. 4**

Collector of Stamps NAGPUR CITY

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