267/8809
Wednesday,November 03 ,2021
1:30 PM

पावती

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

पावती क्रं.: 11253 दिनांक: 03/11/2021

गावाचे नाव: Bhamati
दस्तऐवजाचा अनुक्रमांक: नगन4-8809-2021
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मे. आर्णा असोसिएट्स तर्फे भागीदार क्र. 1 अमित साहेबराव चौधरी . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 560.00
पृष्ठांची संख्या: 28	
एकूण:	रु. 30560.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अदाजे 1:49 PM ह्या वेळेस मिळेल.

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

बाजार मुल्य: रु.9542000 /-
मोबदला रु.9300000/-
भरलेले मुद्रांक शुल्क : रु. 477100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.560/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0311202104217 दिनांक: 03/11/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008411763202122E दिनांक: 03/11/2021
बँकेचे नाव व पत्ता:

.03.2021

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CHALLAN

MTR Form Number-6

GRN	MH008411763202122E	BARCODE		Date	03/11/2021-11:26:33	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABOFA4547R
Office Name	NGP4 JT NAGPUR NO 4 SUB REGISTRAR	Full Name	AARNA ASSOCIATES
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	City Survey No. 42 Plot No. 94
		Premises/Building	
Account Head Details	Amount in Rs.	Road/Street	Mouza BHAMTI PARSODI
0030046401 Stamp Duty	470000.00	Area/Locality	Nagpur
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 4 0 0 2 2
		Remarks (If Any)	
		PAN2=ARCPP5562H~SecondPartyName=RAJESH RAMCHANDRA PATHAK~CA=9300000~MarketVal=9400000	
Total	5,00,000.00	Amount In Words	Five Lakh Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572021110349532	IK0BJAFIYB5
Cheque/DD No.		Bank Date	RBI Date	03/11/2021-11:24:27	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9422102976

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 दस्तांसाठी सदर चलन लागू नाही.

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

Print Date 03-11-2021 11:27:28

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CHALLAN

MTR Form Number-6

GRN MH008417509202122E	BARCODE	Date 03/11/2021-12:31:26	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABOFA4547R
Office Name	NGP4_J1 NAGPUR NO 4 SUB REGISTRAR	Full Name	AARNA ASSOCIATES
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No. Premises/Building	City Survey No. 42 Plot No. 94
Account Head Details	Amount in Rs.	Road/Street	Mouza SHAMTI PARSODI
0030046401 Stamp Duty	7100.00	Area/Locality	Nagpur
		Town/City/District	
		PIN	4 4 0 0 2 2
		Remarks (If Any)	
		PAN2=ARCPP5562H~SecondPartyName=RAJESH RAMCHANDRA PATHAK~CA=9300000~MarketVal=9400000	
Total	7,100.00	Amount In Words	Seven Thousand One Hundred Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN / Ref. No.	00040572021110358940	IK0BJAVAF7
Cheque/DD No.		Bank Date / RBI Date	03/11/2021-12:24:32	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date	Not Verified with Scroll	

Mobile No. : 9422102976

Department ID :

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

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

Print Date 03-11-2021 12:32:18

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AGREEMENT OF DEVELOPMENT

VALUE ₹. 93,00,000/- ONLY

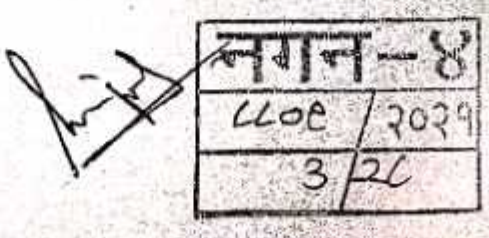
(RUPEES NINETY THREE LAKH ONLY)

MARKET VALUE ₹. 94,00,000/- ONLY

THIS AGREEMENT OF DEVELOPMENT is made on this 3rd Day of NOVEMBER, 2021 BETWEEN : **(1) MR. RAJESH S/o RAMCHANDRA PATHAK,** Aged about 48 Years, Occupation – Business, (Income Tax PAN – ARCPP5562H), (Aadhar No. 6092 9091 4315) (Mobile No. 9371562595) Resident of Plot No. 94, Dharampeth Gruhnirman Society, Layout, Swawlambi Nagar Road, Behind Dhomne Hall, Deendayal Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR, **(2) MR. SHRIPAD S/o RAMCHANDRA PATHAK,** Aged about 45 Years, Occupation – Service, (Income Tax PAN – ALSPP5050C), (Aadhar No. 5618 5363 3022) (Mobile No. 9527737520) Resident of Plot No. 94, Dharampeth Gruhnirman Society, Layout, Swawlambi Nagar Road, Behind Dhomne Hall, Deendayal Nagar, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR, hereinafter all jointly called the **OWNERS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **OWNERS,** as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

M/s. AARNA ASSOCIATES, a Partnership Firm, having its Office at Plot No. 35, Income Tax Colony, Pratap Nagar, Nagpur, Pin Code No. 440015, Tahsil and District – NAGPUR (Income Tax PAN – ABOFA4547R), and acting through its Authorised Partners **(1) MR. AMIT S/o SAHEBRAO CHOUDHARY,** Aged about 44 Years, Occupation – Business, (Aadhar Unique Identity No. 8012 3665 8108), (Mobile No. 9422102976) Resident of Plot No. 100, Near Little Flower School, New Sneh Nagar, Wardha Road, Nagpur440025, Tahsil and District – NAGPUR, **(2) MR. ABHINAV S/o PRAKASH NIMBEKAR,** Aged about 33 Years, Occupation – Business, (Aadhar Unique Identity No. 4094 3618 8612), (Mobile No. 9604059995) Resident of Plot No. 97, Ram Mandir Road, Somalwada, Nagpur, Tahsil and District – NAGPUR, **(3) MR. GAURAV S/o MUKUNDRAO DONGARE,** Aged about 33 Years, Occupation - Business, (Income Tax PAN - ATRPD0618F) (Aadhaar Card No. 3212 5905 2603) (Mobile No. 8007244552), Resident of Shital Society, Wadgaon, Yavatmal, Pin Code No. 445001, Tahsil and District – YAVATMAL hereinafter called the DEVELOPER, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PARTNERSHIP FIRM and its PARTNERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.





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WHEREAS the Owners hereinabove named are jointly own and possess the property comprising ALL THAT Piece and Parcel of land bearing **Plot No. 94** out of the layout of The Dharampeth Griha Nirman Sahakari Sanstha Ltd., Nagpur, admeasuring Length 18 Mtrs. and Breadth 13 Mtrs. equal to **234 Sq. Mtrs. (i.e. 2518.776 Sq. Ft.)** being a portion of the entire land bearing Khasra No. 87 of **Mouza – BHAMTI (PARSODI)**, Patwari Halka No. 44, **TOGETHERWITH the more than 32 Years Old the entire Residential House standing thereon covering a Built-up area of 89.47 Sq. Mtrs.** including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 4190/94, **City Survey No. 42, Sheet No. 276/17** of Mouza – BHAMTI (PARSODI), situated at Bhamti, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR hereinafter referred to as the "said property"; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 94 out of the layout of The Dharampeth Griha Nirman Sahakari Sanstha Ltd., Nagpur, admeasuring Length 18 Mtrs. and Breadth 13 Mtrs. equal to 234 Sq. Mtrs. (i.e. 2518.776 Sq. Ft.) being a portion of the entire land bearing Khasra No. 87 of Mouza – BHAMTI (PARSODI), P. H. No. 44, bearing City Survey Nos. 42, Sheet No. 276/17 of Mouza – BHAMTI (PARSODI), situated at Bhamti (Parsodi), Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Mr. Ramchandra Dhondo Pathak, having purchased the same by her from The Dharampeth Griha Nirman Sahakari Sanstha Ltd., Nagpur, by a Sale Deed dated 11-01-1973, which is duly registered in the office of Joint Sub-Registrar Nagpur-III in Addl. Book No. 1, Volume No. 144 on Pages 145 to 147 at Registered Serial No. 44(P) on 11-01-1973; AND

WHEREAS the aforesaid Mr. Ramchandra Dhondo Pathak left for heavenly abode on 02-12-1984 and consequent upon his death/demise his aforesaid property devolved upon his Widow Smt. Smt. Asha Ramchandra Pathak, two only Sons namely (1) Mr. Rajesh Ramchandra Pathak, (2) Mr. Shripad Ramchandra Pathak and married two married Daughters namely (1) Smt. Manisha alias Madhumati Milind Alsundekar (2) Mrs. Harsha Deepak Karve, by way intestate succession being the legal heirs of the deceased; AND

WHEREAS the aforesaid Smt. Asha Ramchandra Pathak left for heavenly abode on 12-11-2006 and consequent upon her death/demise her share in the aforesaid property devolved upon her two only Sons namely (1) Mr. Rajesh Ramchandra Pathak, (2) Mr. Shripad Ramchandra Pathak and married two married Daughters namely (1) Smt. Manisha alias Madhumati Milind Alsundekar (2) Mrs. Harsha Deepak Karve, by way intestate succession being the legal heirs of the deceased; AND

WHEREAS (1) Smt. Manisha alias Madhumati Milind Alsundekar (2) Mrs. Harsha Deepak Karve relinquished/release their share in the aforesaid in favour of their Brothers namely (1) Mr. Rajesh Ramchandra Pathak, (2) Mr. Shripad Ramchandra Pathak, the Owners hereinabove named, by a Registered Relinquishment/Release Deed dated 16-

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09-2006, which is duly Registered in the office of the Joint Sub Registrar Nagpur-1 in Book No. 1 at Registered Serial No. 5474/2006 on 16-09-2006. As result therefore (1) Mr. Rajesh Ramchandra Pathak, (2) Mr. Shripad Ramchandra Pathak have now become the Joint Owners of the aforesaid entire property i.e. ALL THAT Piece and Parcel of land bearing **Plot No. 94** with heritable and transferable rights therein and their names were also accordingly mutated in all relevant records and also in the Property Card of City Survey; AND

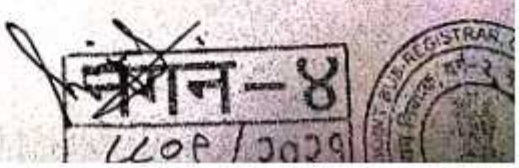
WHEREAS the Owners hereinabove named have now decided to develop the said Plot No. 94 into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein and the Owners further decided to retain the proportionate Undivided share in interest in Plot No. 94 Togetherwith (2) Two Apartments bearing No. 101 and 102 on FIRST FLOOR and (1) One Apartment bearing No. 202 on SECOND FLOOR; AND

WHEREAS the Owners being thus desirous of retaining proportionate Undivided Land share and said Plot No. 94 and the Developer hereinabove named, who is a well experienced Builder of the City having expressed its desire and willingness to undertake the proposed work of Development, the Owners after detailed negotiations with the Developer have now agreed to entrust the entire work of Development of the said property comprising Plot No. 94 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) THAT the OWNERS do hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to DEVELOP, the property comprising ALL THAT Piece and Parcel of land bearing **Plot No. 94** out of the layout of The Dharampeth Griha Nirman Sahakari Sanstha Ltd., Nagpur, admeasuring Length 18 Mtrs. and Breadth 13 Mtrs. equal to **234 Sq. Mtrs. (i.e. 2518.776 Sq. Ft.)** being a portion of the entire land bearing Khasra No. 87 of **Mouza – BHAMTI (PARSODI)**, Patwari Halka No. 44, **TOGETHERWITH the more than 32 Years Old the entire Residential House standing thereon covering a Built-up area of 89.47 Sq. Mtrs.** including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. **4190/94, City Survey No. 42, Sheet No. 276/17,** of Mouza – BHAMTI (PARSODI), situated at Bhamti, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT, the total price agreed is ₹. 9,00,000/- (Rupees Nine Lakh Only), which the Developer have specifically agreed to pay to the Owners in the following manner:-



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MANNER OF PAYMENT:

₹.	4,05,000/-	(Rupees Four Lakh Five Thousand Only) agreed to be paid by the Developer to the Owner No. 1 by post dated Cheque No. 185041 Dated 31-01-2022 Drawn on IDBI Bank, Trimurty Nagar, Nagpur, the receipt whereof hereby acknowledge by the Owners.
₹.	4,05,000/-	(Rupees Four Lakh Five Thousand Only) agreed to be paid by the Developer to the Owner No. 2 by post dated Cheque No. 185040 Dated 31-01-2022 Drawn on IDBI Bank, Trimurty Nagar, Nagpur, the receipt whereof hereby acknowledge by the Owners.
₹.	45,000/-	(Rupees Forty Five Thousand Only) Only agreed to be deducted by the Developer from the sale consideration payable to the Owner No.1 towards TDS (Tax Deduction of Source) and agreed to credit the same in the appropriated account of Income Tax Department.
₹.	45,000/-	(Rupees Forty Five Thousand Only) Only agreed to be deducted by the Developer from the sale consideration payable to the Owner No. 2 towards TDS (Tax Deduction of Source) and agreed to credit the same in the appropriated account of Income Tax Department.
₹.	**9,00,000/-**	**(RUPEES NINE LAKH ONLY)**

THAT the Developer has further specifically agreed to construct at it's own cost i.e. (2) Two **Apartment bearing Nos. 101 and 102** on the **FIRST FLOOR** covering a built up area approximately 76.64 Sq Mtrs. and 76.64 Sq Mtrs. respectively and (1) One **Apartment bearing No. 202** on the **SECOND FLOOR** covering a built up area approximately 76.64 Sq Mtrs for Owners hereinabove named of a Multistoreyed Building proposed to be constructed on the said Plot No. 94 in accordance with the Plan as may be sanction by the Development Authority which is proposed to be sanctioned and to give, grant and handover the same to the Owner hereinabove named in duly finished and completed condition within 24 (Twenty Four) Months from the date of Building Map sanctioned by the Development Authority or from the date of handing over possession whichever is later. The cost of construction of the (2) Two Apartment bearing Nos. 101 and 102 on the **FIRST FLOOR** and (1) One Apartment bearing No. 202 on the **SECOND FLOOR** chosen to be retained by the Owners shall be adjusted by the Developer and in case the Developer fails to complete the said building within 24 Months from the date of Building Map sanctioned by the Development Authority and to transfer the possession of the Apartments chosen to retained by the Owner with specification more specifically

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mentioned in the List of Specification annexed herewith. That in case the construction is not completed within 24 months period from the date hereof, then In such event the developer shall be liable to pay sum calculated at the rate of Rs.15,000/- per month for each such month of delay. (Owners Share for purpose of calculation of Stamp Duty as per guidelines of State of Maharashtra cost of construction of 3 Apartments retain by the Owner shall be 76.64 sq Mtrs. + 76.64 Sq. Mtrs. + 76.64 Sq. Mtrs. = 229.92 total Built-up area/construction area x Cost of construction as per ready reckoner Rs. 26,620/- = **Rs. 61,20,470/- + cost of additional amenities and facilities Rs. 19,14,739 + cost of Development charge Rs.1,39,791 + Rent agreed to be paid by the Developer Rs.2,25,000 + consideration of Rs. 9,00,000/- thus total Rs. 93,00,000/-)**

(i) That it is specifically understood and agreed by and between the parties hereto that all the Original title deeds relating to the said property shall be handed over to the Developer on executing this agreement and Developer will produce the same as and when the same are required for verification and/or for any purpose without assigning any excuse or reason.

(3) THAT the Owners further assures the Developer that the property hereby agreed to be sold is their separate and self acquired property belonging to them alone and that none except them have acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(4) The developer herein shall not be entitled to assign the rights granted under instrument to any third party.

(5) That it is agreed between the parties hereto that the Building plan which is approved by the Owners for the propose residential building will not be modified/amended without prior written permission from the Owners.

(6) That after completion of proposed building Developer has a part to maintain Building construction maintenance upto three years. However Owners agreed to pay monthly maintenance charges separately like electric, water bills, security and other miscellaneous monthly common expenses etc.

(7) That the developer herein shall obtain the completion certificate within three month from the date of completion of project.

(8) That it is clearly understood that the Developer shall completed the said multi storied building with a 24 month from the date of sanction of map and from the date of possession of the aforesaid plot the developer shall pay the Rent of Rs. 15,000/- (i.e Rs. 7,500/- per owner each) per month to the owners for their alternative accommodation as a reimbursement by issuing post dated cheques in advance.

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(9) That if Developer fails to provide possession of flats in stipulated time to the owners as mentioned above the Owners reserved right for legal proceeding against Developer

(10) That the Developer shall be liable to pay all charges and deposit for obtaining sever, common water, electricity connection and meter deposit of proposed building and electric meter and water deposits of the apartment chosen to be retained by the owners.

(11) The Developer hereby declares that they shall not load any TDR on the said plot of land in future.

(12) That in case of any accident occurred at the time of construction then in such event owners shall not be liable to pay any compensation and developer shall be solely responsible for the same.

(13) That as the real Estate (Regulation & Development) Act, 2016 has come into force since 01-05-2017 and the provisions of the said act is applicable to the said proposed scheme and therefore it has now become necessary to the said owners and Developer to get the said project/scheme registered with the RERA Authority within the stipulated period of time for sanctioning of building Map. The Developer hereby assure the Owners that it shall be its sole liability and responsibility to get the aforesaid project registered with RERA within the stipulated period and shall always indemnify the owners against any loss and further agreed to obtain occupancy certificate on completion of building.

(14) That the Developer hereby agreed that they shall execute Deed of Apartment in respect of Apartments retained by the Owners or the nominee(s) appointed by them for their Apartment. The Developer further declares that it shall execute 3 separate Deed of Apartments regarding the aforesaid Apartments in favour of the owners and get the same duly registered. All expenses of Stamp Duty, Registration Fees and other miscellaneous expenses required for such registration shall be borne and paid by Developer above named.

(15) The Developer will provide allotted covered Car parking each for all the 3 Apartments retained by the owners or the nominee(s) appointed by them for their Apartments. (parking area of 130 Sq. Ft. for each covered parking).

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

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

(18) THAT the property hereby agreed to be developed is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

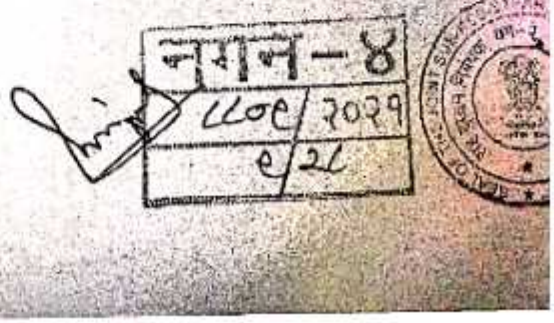
(19) THAT on completion of the construction and possession of the chosen apartments retain by the Owners from the Developer as stated above, the Owners shall deliver the actual physical possession of the property hereby agreed to be developed to the Developer or its representatives at the time of Registration of the Sale Deed(s).

(20) THAT it is clearly understood and agreed by the Owners that pending Registration of the Sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various Self contained separate Apartments therein. The Owners do hereby agree to sign the revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to the Nagpur Improvement Trust/Nagpur Municipal Corporation for such Revised Plans. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the revised Plans, provided the Developer pays/deposits necessary sums in the Office of the Nagpur Improvement Trust or Nagpur Municipal Corporation in the names of the Owners who in its turn agrees to return back to the Developer such sums as may be refunded to him by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(21) THAT it is clearly understood and agreed by the Owners that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s).

(22) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer as per the sanctioned Plan and/or after getting the Revised Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur. That the developer shall be responsible for any unauthorized construction and any objection if any raised by development authority

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



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(24) THAT the Developer shall have full liberty to advertise for the sale of the Built-up spaces (excluding (2) Two Apartments on the FIRST FLOOR and (1) One Apartment on the SECOND FLOOR chosen to be retained by the Owners as mentioned above out of the Multistoreyed building proposed to be constructed on the said Plot No. 94 Togetherwith the Undivided proportionate share and interest in the said Plot of land to the intending buyers and it shall also have absolute right, power and authority to receive all moneys from such buyers being the agreed sale price therefor and to retain and appropriate the same in it absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall he question the accountability thereof in any manner whatsoever.

(25) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public Notice in the News Papers or by any other manner as the Developer may deem fit and on receiving any such objections the Developer shall be entitled to call upon the Owners to give their replies, explanations with reference to the same duly supported by documentary proof, as far as possible and in the event of there appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the Owners agree with the Developer and/or the prospective buyers to get the same freed and discharged from all such burdens.

(26) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed multistoreyed building upon the said Plot No. 94 hereby agreed to be developed and they shall have absolute right and full authority and power to develop the said land in accordance with the sanctioned Plans or the revised Plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces (excluding (2) Two Apartments on the FIRST FLOOR and (1) One Apartment on the SECOND FLOOR chosen to be retained by the Owners in the proposed multistoreyed building alongwith the proportionate Undivided share and interest in the said Plot No. 94 to the prospective buyers for such price as it may fix or agree upon in it's absolute discretion.

(27) THAT the draft of Agreement to Sell and Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be developed shall be got prepared by the Developer at itd own costs. The Developer acting as a Power of Attorney Holder of Land Owners shall be under obligation to execute the Agreement of Sale or Sale Deed.

(28) THAT the Owners shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and also various Apartment Deeds in favour of each such prospective individual buyer(s) as may be nominated by the

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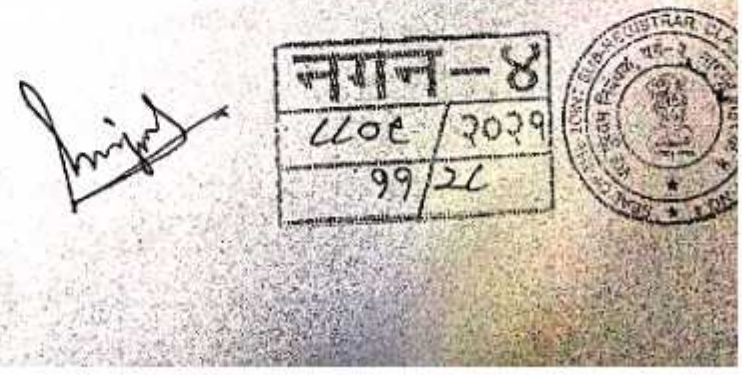
Developer, provided however that the entire cost of Stamp Duty and Registration Fees etc. payable thereon is borne and paid by the Developer/Prospective Buyers.

(29) THAT the Owners shall execute an Irrevocable General Power of Attorney empowering and authorizing any person(s) to be nominated by the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, various Apartment Deeds, Correction Deeds, Supplementary Agreements, Building Maps, Revised Building maps, Applications, Affidavit, declarations and all other kinds of documents on his behalf and also to carry out and observe all the obligations on their part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed and this power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects. However the Owners shall not incur any monetary responsibility arising out of the nomination of the Attorney. Notwithstanding anything herein contained the Attorney(s) to be so appointed shall in no case however sign and execute any such Sale Deed(s) for and on behalf of the Owner unless they confirms from the Owners that they have already received the balance consideration and possession of the (2) Two Apartments on the FIRST FLOOR and (1) One Apartment on the SECOND FLOOR from the Developer.

(30) THAT in case the Owners fail or neglect to fulfill and observe all or any of the obligations on their part as hereinabove contained or otherwise required by law and also to execute various Agreements to Sell, Sale Deeds, Deed of Declaration and various Apartment Deeds, Correction Deeds etc. as stipulated above, the Developer shall be entitled to enforce specific performance of this Contract by instituting legal proceedings against the Owners and in such event the Owners shall be liable to reimburse all costs and damages to the Developer and the Developer shall also have the choice of depositing the balance sale price in court of law and get the Sale Deed(s) executed in it's favour or in favour of it's nominee(s), being the prospective buyers.

(31) THAT in case the Developer fails or neglect to fulfill and observe all or any of the obligations on their part as hereinabove contained the Owners shall be entitled to enforce specific performance of this Contract by instituting legal proceedings against the Developer and in such event the Developer will be liable to reimburse all costs and damages to the Owner.

(32) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owners are 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.



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(33) THAT the Owners agree to pay and discharge all their Income Tax, Wealth Tax and Capital Gain Tax liabilities, penalty if any, arising out of this transaction. And developer shall be liable to pay tax liabilities arising out of sale of all apartments.

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

(35) THAT the Developer hereby assures the Owners that they shall submit the building plans / Revised plans of the proposed Multistoreyed Building to the Nagpur Improvement Trust / Nagpur Municipal Corporation and shall start the construction of the proposed Multistoreyed Building within 2 (TWO) Months from the date of sanction of Plan(s) from the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur or from the date of vacant possession which ever is later.

(36) THAT on registration of the Sale Deed(s), the Owners agree to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said Plot No. 94 in favour of each such individual prospective buyers in all relevant records.

(37) THAT the Developer also agrees to pay M.S.E.D.C.L. For obtaining electric and Water Meter charges, GST 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 Owners indemnified against the same. In the like manner the Oowners do hereby allow and permit to Developer to install a Transformer for supply of Electricity to the Owners of the proposed Multistoreyed Building as per the Rules and Regulations of the M.S.E.D.C.L. However the expenses required for such installation shall be borne and paid by the Developer/Prospective purchasers to the concerned Department.

(38) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, common Water and Electricity connections and meters in the proposed building.

(39) THAT the Developer hereby agreed that they shall execute Deed of Apartment in respect of the Apartment retained by the Owners or the nominee(s) appointed by them for their Apartment.

(40) THAT if the F.S.I. in relation to the said Plot No. 94 is increased at any time in future, then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion.

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(41) THAT in case of any accident occurred at the time of construction then in such event Owners shall not be liable to pay any compensation and Developer shall be solely responsible for the same.

(42) THAT the Owners do hereby assure the Developer that they have not entered any agreement before execution of this agreement and this is the first agreement he has executed with the Developer. They further declare that there is no any Court Case pending in any Court at present.

(43) THAT all expenses on account of preparation of this Agreement/Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Developer.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing **Plot No. 94** out of the layout of The Dharampeth Griha Nirman Sahakari Sanstha Ltd., Nagpur, admeasuring Length 18 Mtrs. and Breadth 13 Mtrs. equal to **234 Sq. Mtrs. (i.e. 2518.776 Sq. Ft.)** being a portion of the entire land bearing Khasra No. 87 of Mouza – **BHAMTI (PARSODI)**, Patwari Halka No. 44, **TOGETHERWITH the more than 32 Years Old the entire Residential House standing thereon covering a Built-up area of 89.47 Sq. Mtrs.** including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 4190/94, **City Survey No. 42, Sheet No. 276/17,** R 20 of Mouza – BHAMTI (PARSODI), situated at Bhamti, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under:

ON THE EAST	-	PLOT NO. 95,
ON THE WEST	-	PLOT NO. 93,
ON THE NORTH	-	PLOT NO. 87,
ON THE SOUTH	-	9.00 MTRS. WIDE ROAD.

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IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT OF DEVELOPMENT at NAGPUR in presence of the attesting witnesses signing as such on the day first above written

Drafted by Adv. Ashwini Patil as per instructions by the parties hereto

WITNESSES:-







(1)

1)

R. Pathak.

(RAJESH RAMCHANDRA PATHAK)









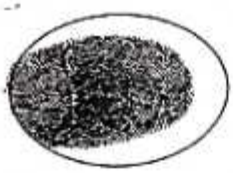
2)

(SHRIPAD RAMCHANDRA PATHAK)

OWNERS

(2)

FOR M/s. AARNA ASSOCIATES

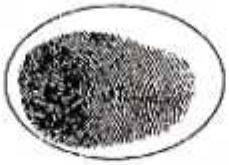






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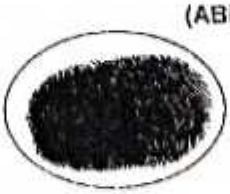
(AMIT SAHEBRAO CHOUDHARY)





2)

(ABHINAV PRAKASH NIMBEKAR)





3)

(GAURAV MUKUNDRAO DONGARE

Partners

DEVELOPER

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