267/8704
Monday,November 01 ,2021
3:51 PM

पावती

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

पावती क्रं.: 11129 दिनांक: 01/11/2021

गावाचे नाव: Bhamati
दस्तऐवजाचा अनुक्रमांक: नगन4-8704-2021
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. 520.00
पृष्ठांची संख्या: 26	
एकूण:	रु. 30520.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:10 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

बाजार मुल्य: रु.9327500 /-
मोबदला रु.9378000/-
भरलेले मुद्रांक शुल्क : रु. 468900/-

1) देयकाचा प्रकार: DHC रक्कम: रु.520/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0111202109624 दिनांक: 01/11/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008312406202122E दिनांक: 01/11/2021
बँकेचे नाव व पत्ता:

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CHALLAN
MTR Form Number-6

Adv. Deepti

406202122E	BARCODE	Date 01/11/2021-10:28:41	Form ID 25.2

Inspector General Of Registration		Payer Details	
Payment Stamp Duty / Registration Fee		TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABCFA4541R
Office Name	NGP4_JT 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. 93

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	468900.00
0030063301 Registration Fee	30000.00
Total	4,98,900.00

Road/Street	Mouza BHAMTI
Area/Locality	Nagpur
Town/City/District	
PIN	4 4 0 0 2 2

Remarks (If Any)

PAN2=ADAPG4796L~SecondPartyName=VIJAY VINAYAK

GOLE~CA=9378000~Marketval=9327000

Amount In Words: Four Lakh Ninety Eight Thousand Nine Hundred Rupee s Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572021110189468	IK0BIYJPF5
Cheque/DD No.		Bank Date	RBI Date	01/11/2021-10:24:30	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 केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Print Date 01-11-2021 10:30:33

नागन-४ 7608 2021

JOINT SUB-REGISTRAR CLASS-2 NAGPUR

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AGREEMENT OF DEVELOPMENT

VALUE ₹. 93,78,000/- ONLY

(RUPEES NINETY THREE LAKH SEVENTY EIGHT THOUSAND ONLY)

MARKET VALUE ₹. 93,27,500/- ONLY

Item No. 29.424/20 Page No. 704 @ Rs. 30,400/-

THIS AGREEMENT OF DEVELOPMENT is made on this 01st Day of NOVEMBER, 2021 BETWEEN : **(1) MR. VIJAY S/o VINAYAK GOLE,** Aged about 65 Years, Occupation – Retired, (Income Tax PAN – ADAPG4796L), (Aadhar No. 4161 1461 5520) (Mobile No. 9764370029) Resident of Plot No. 93, Behind Dhomne Hall, Dindayal Nagar, Dharampeth Layout, Nagpur, Pin Code No. 440022, Tahsil and District – NAGPUR, **(2) MR. SHRIKANT S/o AVINASH DEO,** Aged about 48 Years, Occupation – Advocate, (Income Tax PAN – AAWPD5558J), (Aadhar No. 6227 5615 2745) (Mobile No. 9822570560) Resident of Plot No. 93, Behind Dhomne Hall, Dindayal Nagar, Dharampeth Layout, Napgur, 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. 93 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, P. H. 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. 4190/93, City Survey No. 42, Sheet No. 276/17 and 20 of Mouza – BHAMTI, 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. 93 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 and 20 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 Mrs. Suwarna Digambar Varadpande, having purchased the same by her from The Dharampeth Griha Nirman Sahakari Sanstha Ltd., Nagpur, by a Sale Deed dated 18.12.1979, which is duly registered in the office of Joint Sub-Registrar Nagpur-III in Addl. Book No. 1, Volume No. 303 on Pages 30 to 32 at Registered Serial No. 1693 (P) on 18.12.1979; AND

WHEREAS Mrs. Suwarna Digambar Varadpande lateron transferred/sold the aforesaid property comprising Plot No. 93 by way of sale to Mr. Vijay Vinayak Gole, the Owner No. 1 hereinabove named, by a Sale Deed dated 12.07.1982, which is duly registered in the office of Joint Sub-Registrar Nagpur-III in Book No. I at Registered Serial No. 4840 on 12.07.1982; AND

WHEREAS Mr. Vijay Vinayak Gole the Owner No. 1 hereinabove named lateron constructed a Residential House standing thereon and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/10898/14330 dated 02.05.1983 and present owners have demolished the said structure in order to develop the said plot of land through developer; AND

WHEREAS Mr. Vijay Vinayak Gole relinquished his ½ (ONE-HALF) share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 93 TOGETHERWITH the entire R.C.C. Superstructure comprising GROUND FLOOR of Mouza – BHAMTI (parsodi), in Tahsil and District – NAGPUR in favour of Mr. Avinash Gajananrao Deo, by Registered Deed of Disclaimer of Title and Relinquishment dated 19.03.1987, which



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is duly Registered in the office of the Joint Sub Registrar Nagpur-2 in Book No. 1 at Registered Serial No. 1027 on 09.03.1987. As result therefore Mr. Avinash Gajananrao Deo became the Owner of the undivided ½ (ONE-HALF) share in the aforesaid property comprising Plot No. 93 TOGETHERWITH the entire R.C.C. Superstructure comprising GROUND FLOOR with heritable and transferable rights therein; AND

WHEREAS the aforesaid Mr. Avinash Gajananrao Deo left for heavenly abode on 01.11.1990 and consequent upon his death/demise her aforesaid property devolved upon his Widow Smt. Sunanda Avinash Deo, Two Sons namely (i) Mr. Atul Avinash Deo, (ii) Mr. Shrikant Avinash Deo, and Only married daughter Mrs. Laxmi Uday Kukde (Maiden name Ku. Laxmi Avinash Deo), by intestate succession being the legal heirs of the deceased, As a result therefore (i) Smt. Sunanda Avinash Deo, (ii) Mr. Atul Avinash Deo, (iii) Mr. Shrikant Avinash Deo, (iv) Mrs. Laxmi Uday Kukde (Maiden name Ku. Laxmi Avinash Deo) became the Joint/Co-Owners of the aforesaid property (each of them 1/4th share and interest in the undivided ½ (ONE-HALF) share in the aforesaid property comprising Plot No. 93 TOGETHERWITH the entire R.C.C. Superstructure comprising GROUND FLOOR with heritable and transferable rights therein; AND

WHEREAS (i) Smt. Sunanda Avinash Deo, (ii) Mr. Atul Avinash Deo, (iii) Mrs. Laxmi Uday Kukde (Maiden name Ku. Laxmi Avinash Deo) relinquished their UNDIVIDED 3/4th share and interest in the 1/2 (ONE-HALF) share and interest in ALL THAT Piece and Parcel of land bearing Plot No. 93 TOGETHERWITH the entire R.C.C. Superstructure comprising GROUND FLOOR of Mouza – BHAMTI (parsodi), in Tahsil and District – NAGPUR in favour of Mr. Shrikant Avinash Deo, by Registered Deed of Relinquishment/Release Deed on 11-11-2013, which is duly Registered in the office of the Joint Sub Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 6799/2013 on 11-11-2013; AND

WHEREAS as a result therefore Mr. Vijay Vinayak Gole the Owner No. 1 hereinabove named and Mr. Shrikant Avinash Deo the Owner No. 2 hereinabove named have now become the Joint Owners of the aforesaid entire property i.e. ALL THAT Piece and Parcel of land bearing Plot No. 93 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, P. H. 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. bearing Corporation House No. 4190/93, City Survey No. 42, Sheet No. 276/17 and 20 of Mouza – BHAMTI, situated at Bhamti, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR 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



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WHEREAS the Owners hereinabove named have now decided to develop the said Plot No. 93 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. 93 Togetherwith (1) One Apartment bearing No. 302 on THIRD FLOOR and (1) One Apartment bearing No. 402 on FOURTH FLOOR; AND

WHEREAS the Owners being thus desirous of retaining proportionate Undivided Land share and said Plot No. 93 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. 93 to the Developer upon the following terms and conditions.

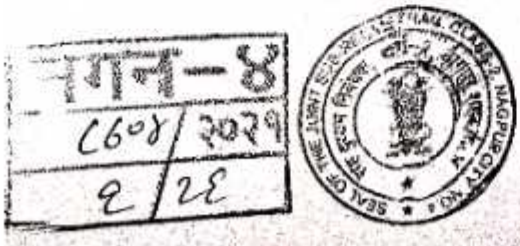
NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(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. 93 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, P. H. 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. 4190/93, City Survey No. 42, Sheet No. 276/17 and 20 of Mouza – BHAMTI, situated at Bhamti, Nagpur, within the limits of the Nagpur Municipal Corpo.ation Ward No. 75 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT, the total price agreed is ₹. 33,00,000/- (Rupees Thirty Three Lakh Only), which the Developer have specifically agreed to pay to the Owners in the following manner:-

MANNER OF PAYMENT:

₹.	5,85,000/-	(Rupees Five Lakh Eighty Five Thousand Only) paid by the Developer to the Owner No.1, by Cheque No. 185037 Dated 01-11-2021 Drawn on IDBI Bank, Trimurty Nagar, Nagpur, the receipt whereof hereby acknowledge by the Owners.
₹.	65,000/-	(Rupees Sixty Five Thousand) Only 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.



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₹.	5,85,000/-	(Rupees Five Lakh Eighty Five Thousand Only) paid by the Developer to the Owner No.2 by Cheque No. 185036 Dated 01-11-2021 Drawn on IDBI Bank, Trimurty Nagar, Nagpur, the receipt whereof hereby acknowledge by the Owners.
₹.	65,000/-	(Rupees Sixty Five Thousand) Only 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.
₹.	10,00,000/-	(Rupees Ten Lakh Only) agreed to be paid by the Developer to the Owner No.1 on or before 31.03.2022 after deduction of 10% TDS. (i.e Rs.9,00,000/- by cheque No. 185039 dated 25-03-2022 & Rs.1,00,000/- TDS)
₹.	10,00,000/-	(Rupees Ten Lakh Only) agreed to be paid by the Developer to the Owner No. 2 on or before 31.03.2022 after deduction of 10% TDS. (i.e Rs.9,00,000/- by cheque No. 185038 dated 25-03-2022 & Rs.1,00,000/- TDS)
₹.	**33,00,000/-**	**(RUPEES THIRTY THREE LAKH ONLY)**

THAT the Developer has further specifically agreed to construct at it's own cost i.e. (1) **One Apartment bearing No. 302** on the **THIRD FLOOR** covering a built up area approximately 111.60 Sq Mtrs **for Owner No. 1 MR. VIJAY S/o VINAYAK GOLE** and (1) **One Apartment bearing No. 402** on the **FOURTH FLOOR** covering a built up area approximately 111.60 Sq Mtrs **for Owner No. 2 MR. SHRIKANT S/o MR. AVINASH DEO** of a Multistoreyed Building proposed to be constructed on the said Plot No. 93 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 18 (Eighteen) 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 (1) One Apartment on the THIRD FLOOR and (1) One Apartment on the FOURTH 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 18 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 mentioned in the List of Specification annexed herewith, (That for purpose of calculation of Stamp Duly cost of construction of Apartments of Owner shall be 111.60 sq Mtrs. + 111.60 Sq. Mtrs. = 223.20 total Built-up area/construction area x Cost of construction as per ready reckoner Rs. 26,620/- **= Rs. 59,41,584/-)**

(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

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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 ancestral 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) 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.

(5) 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.

(6) 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.

(7) 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).

(8) 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.



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(9) 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).

(10) 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

(11) 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.

(12) THAT the Developer shall have full liberty to advertise for the sale of the Built-up spaces (excluding (1) One Apartment bearing No. 302 on THIRD FLOOR chosen to be retained by the Owner No. 1 and (1) One Apartment bearing No. 402 on FOURTH FLOOR chosen to be retained by the Owner No. 2 as mentioned above out of the Multistoreyed building proposed to be constructed on the said Plot No. 93 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.

(13) 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.

(14) 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. 93 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 (1) One Apartment bearing No. 302 on THIRD FLOOR chosen to be retained

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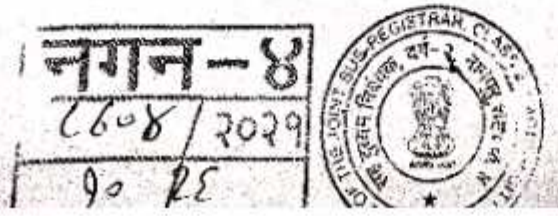
by the Owner No 1 and (1) One Apartment bearing No. 402 on FOURTH FLOOR chosen to be retained by the Owner No. 2 in the proposed multistoreyed building alongwith the proportionate Undivided share and interest in the said Plot No. 93 to the prospective buyers for such price as it may fix or agree upon in it's absolute discretion.

(15) 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

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

(17) 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 (1) One Apartment bearing No. 302 on THIRD FLOOR and (1) One Apartment bearing No. 402 on FOURTH FLOOR from the Developer.

(18) THAT in case the Owners fail or neglect to fulfil 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.



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(19) 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.

(20) 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.

(21) 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, GST arising out of sale of all apartments.

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

(23) 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. The Developer hereby specifically agreed to hand over possession of Apartment chosen to be retain by the Owners with a period of 18 months from the date of commencement of construction if the Developer failed to hand over possession with a period of 18 months then in such event it shall be liable to pay compensation Rs.10,000/- per month to the owners.

(24) 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. 93 in favour of each such individual prospective buyers in all relevant records.

(25) 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.

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

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proposed building. The Developer further agreed to pay/deposit charges of electric and water meters/connection of the apartment chosen to be retain by the Owners.

(27) 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. The Developer further declares that it shall execute 2 separate Deed of Apartments regarding the aforesaid Apartments in favour of the Owners and get the same duly registered. The Registration Fee, and Other Misc. expenses required for such Registration shall be borne and paid by the Developer above named.

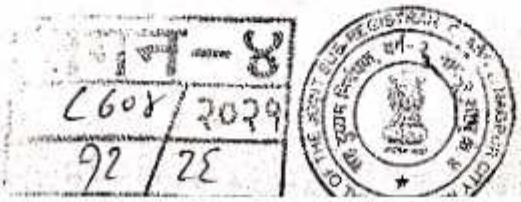
(28) THAT the developer shall be entitled to amalgamate adjoining plot if he thinks fit and if the F.S.I. in relation to the said Plot No. 93 is increased at any time in future, then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion. The developer hereby declare that they shall not load any TDR on the said plot of land in future.

(29) 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.

(30) 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.

(31) 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.

(32) 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.



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SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. 93 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, P. H. 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. 4190/93, City Survey No. 42, Sheet No. 276/17 & 20 of Mouza – BHAMTI, 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. 94.
ON THE WEST	-	PLOT NO. 92.
ON THE NORTH	-	PLOT NO. 88.
ON THE SOUTH	-	9.00 MTRS. WIDE ROAD.

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. Ashwin Patil as per instruction by the parties hereto

WITNESSES:-



(1) _____





1)

V.V.Gole

(MR. VIJAY VINAYAK GOLE)





2)

Shrikant Deo



(SHRIKANT AVINASH DEO)

OWNERS



(2) Ritesh ..



FOR M/s. AARNA ASSOCIATES



1)



(AMIT SAHEBRAO CHOUDHARY)

नगन – ४

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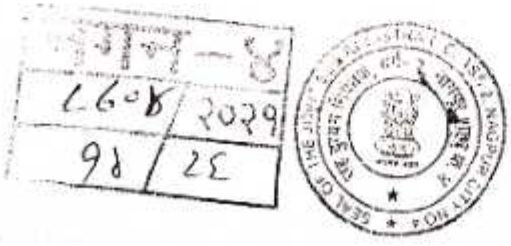
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2) (ABHINAV PRAKASH NIMBEKAR)



3) (GAURAV MUKUNDRAO DONGARE)
Partners
DEVELOPER



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