

महाराष्ट्र MAHARASHTRA ◐ 2021 ◐

NAGPUR TREASURY
BK 254570
08 JUL 2022
Stamp Head Clerk / Sr. Clerk

NOTARY Advocate Sunil B. Bidwai Appointed Govt. Yavatmal (M. S.) Regd. No. 2009 GOVT OF INDIA

AGREEMENT (CONTRACT) FOR THE WORK AND RESPONSIBILITIES OF EXECUTION, CONSTRUCTION AND COMPLETION OF THE PROJECT AND ALL OTHER RESPONSIBILITIES AND LIABILITIES IN THE PROCESS OF EXECUTION, CONSTRUCTION AND COMPLETION OF THE PROJECT.

This agreement (contract) for the work and responsibilities of execution, construction and completion of the project and all other responsibilities and liabilities in the process of execution, contruction and completion of the project is executed at Nagpur on this 11th day of July,2022 between the following parties,

11 JUL 2022

१)	मुद्रांक विक्री नोंद वही अनुक्रमांक	1398 / दिनांक
२	दस्ताचा प्रकार	करार
३)	पक्ष नोंदणी करणार आहेत का ?	होय / नाही
४)	मिळकतीचे थोडक्यात वर्णन	
५)	मुद्रांक विकत घेणाऱ्याचे नाव व सही	[illegible]
६)	दस्ते असल्यास त्यांचे नाव पत्ता व सही	[illegible]
७)	दुसऱ्या पक्षकाराचे नाव	
८)	मुद्रांक शुल्क रक्कम	500

[illegible]	मुद्रांक विक्रेता सा.क्र.१४/१९८६ क्रोड क्र.४६०१/९६ जिल्हाधिकारी परिसर, ता. कार्यालय, नागपूर (शहर)

ज्या कारणासाठी त्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

M/s. Sukhkarta Developers, through its Proprietor, Dr. Satish s/o. Vasantrao Chiddarwar, aged 61 years, Occu. Medical Practitioner, office at Medicare Hospital Campus, Near Shiwaji Chowk, Pusad, Tah. Pusad, Dist. Yeotmal, 445204, hereinafter referred to as **Party No. 1- Owners and Project Holders** which expression shall, unless repugnant to the context and meaning thereof, mean and include the said owner and Project Holders, their partners, their legal heirs, successors in interests, administrators and assignees, (PAN AABHC6154Q) Adhar Card No. 467641093591

AND

M/s. Goldbricks Infra, a partnership firm having its office at 303, IRIS, Enrico Heights, Jaiprakash Nagar, Nagpur and acting through its Partners (1) Shri Gaurav s/o. Dineshchandra Agrawal, aged 40 Years, Occu. Business, R/o. 303, IRIS, Enrico Heights, Jaiprakash Nagar, Nagpur, Tah. and District Nagpur (PAN AFVPA0191G), Adhar Card No. 650069524229 and (2) Shri Vishal s/o. Sham Sagane, R/o. Plot No. 32, Gulab Nagar, Digras, Dist. Yeotmal -445203, Adhar Card No. 326569020330, hereinafter referred to as **Party No. 2- Project Executing Agency**, which expression shall, unless repugnant to the context and meaning thereof, mean and include said Executing Agency,

their partners, their legal heirs, successors in interests, administrators and assignees.

Whereas, Party No. 1 (Dr. Satish s/o. Vasantrao Chiddarwar) is the absolute and exclusive owners of the land "Agricultural land having an area of 2.03 Hectors, Rental Rs. 2.25 bearing Khasra No. 88/1, Mouza Kanholi, Tal. Hingna, Dist. Nagpur hereinafter referred to as **"Project Land"**, more particularly described in Schedule-I of this agreement."

And whereas a scheme of 371 residential units has been sanctioned by the Competent Authorities in favour of Party No. 1- Owner and Project Holder under Prime Minister Awas Yojana (PMAY scheme) contemplating construction of 371 residential units as per the terms and conditions stipulated by the Competent Authority.

And Whereas, the Competent Authority (MHADA) as per order dated 09.05.2022 has granted sanction to the layout on the project land in favour of Party No. 1 owner and project holder on the terms and conditions specified in the order dated 09.05.2022.

And Whereas, the Competent Authority (MHADA) has granted Building permission for constructions of 371 EWS residential units on the project land in favour of Party No. 1-owner and project holder as per the terms and conditions stipulated in the order dated 29.05.2022.

And Whereas, Party No. 1- Owner and Project Holder has his own limitations for execution, construction and completion of the project because of lack of technical knowledge. Party No. 2- Executing Agency had approached Party No. 1 – Owner and Project Holder with a proposal

that Party No. 2 – Executing Agency shall take upon all the responsibilities of execution, construction and completion of the project including all liabilities.

And Whereas, Party No. 1 and Party No. 2 had thorough discussions from time to time and the terms and conditions of the contract of execution, development, construction and completion of the project of 371 residential units have been finalized between Party Nos. 1 and 2 and in order to reduce in writing the terms and conditions of the contract and make them binding upon the parties.

This Agreement (Contract) for the work and responsibilities of execution, construction and completion of the project and all other responsibilities and liabilities in the process of execution, construction and completion of the project witnesses as under

01. That Party No. 2 Executing Agency hereby confirms that the project of construction, completion and handing over possession of 371 EWS residential units with all other facilities and amenities shall always be the project sanctioned in favour of Party No. 1 owner and Project Holder while in terms of this contract Party No. 2 Executing Agency has been granted contract for the work of Execution, construction and completion of the project alongwith all the prescribed facilities and amenities. Hence at no point of time Party No. 2 Executing Agency shall either claim or represent that they are the owners and holders of the project.

02. In terms of this agreement (Contract) Party No. 1 Holder of Project is granting contract of Development, execution, construction and

completion of project in favour of Party No. 2 – Executing Agency. It is agreed and undertaken by Party No. 2 – Executing Agency that the project shall be executed strictly as per the terms and conditions prescribed by the Competent Authority in terms of orders dated 09.05.2022 and 29.06.2022. The said orders are enclosed with this Agreement as **Annexure-I** and **Annexure-II**. The terms and conditions stipulated in the said orders form part and parcel of this Agreement and shall always be binding upon Party No. 2 – Executing Agency.

03. As Party No. 1 is the owner and holder of the project the Bank account for the project shall be in the name of Party No. 1 – Owner and Holder of the project. All payments received from the prospective purchasers of the residential units shall be deposited in the project Bank account standing in the name of Party No. 1. In the like manner the amounts received from the Central Government/other agencies including subsidiary shall also be deposited in the said project account. Party No. 1 owner and holder of the project shall release the amounts in favour of Party No. 2 – Executing Agency for Development, execution, construction and completion of the project from time to time.

04. As the contract of execution of project is entrusted to Party No. 2 – Executing Agency, Party No. 2 – Executing Agency shall be responsible for advertising the project, obtaining prospective purchasers, executing agreements with them by finalizing bookings as per the ceiling limit prescribed by the Competent Authority. All the cheques shall be obtained in the name of Party No. 1. Similarly all the bookings and agreements shall also be in the name of Party No. 1.

05. Party No. 2 – Executing Agency shall be responsible to carry out construction strictly as per sanctioned plan and the standard specifications prescribed by the Competent Authority. In the like manner Party No. 2 – Executing Agency shall be responsible to construct and/or provide all the fixtures, facilities, amenities in the project strictly as specified in the orders dated 09.05.2022 and 29.06.2022 issued by the Competent Authority. Party No. 2 – Executing Agency has agreed and undertaken that the entire responsibility of the execution, construction and completion of project within the period prescribed by the Competent Authority shall be exclusively of Party No. 2 – Executing Agency. Party No. 1 owner and holder of project shall not be responsible in any manner in that behalf.

06. It is agreed by the Party No. 2 – Executing Agency that the quality of construction of the units, quality and standards of fixtures, facilities and amenities shall be strictly adhered to by Party No. 2 – Executing Agency. Party No. 2 – Executing Agency has undertaken that it shall be the sole responsibility of Party No. 2 – Executing Agency to undertake the construction activities and complete the same within the stipulated period. Party No. 1, owner and holder of project shall not be responsible and liable in any manner in that behalf.

07. It is agreed and undertaken by Party No. 2 – Executing Agency that all the responsibilities and liabilities associated with the execution, construction and completion of the project shall be of Party No. 2 – Executing Agency. In no manner Party No. 1 owner and holder of project shall be claimed to be responsible and liable for any defect, default, delay or deficiency committed by Party No. 2 – Executing

Agency in the process of execution, construction and completion of the project.

08. It is agreed and undertaken by Party No. 2 – Executing Agency that responsibility and liability towards any dispute including the claims under Workman compensation Act, disputes under the Consumer Protection Act, or any criminal liability arising in the process of execution, construction and completion of the project shall be of Party No. 2 – Executing Agency. Party No. 1 – owner and holder of the project shall not be held to be liable and responsible for any claims as aforesaid or any criminal liability.

09. Party No. 2 – Executing Agency shall be responsible for registration of the project with all necessary authorities including RERA. Party No. 1 – Owner and Holder of the project shall provide copies of necessary documents and assistance for registration of the project.

10. Party No. 2 – Executing Agency shall be responsible for appointing Advocate and for contesting the claims on the account of any defect, deficiency, delay, accident, substandard quality of work, incomplete and/or substandard fixtures and amenities etc. in the process of execution, construction and completion of the project. In the like manner Party No. 2 – Executing Agency shall be solely liable for any damages or compensation awarded for any defect, deficiency, delay, accident, substandard quality of work, incomplete and/or substandard fixtures and amenities etc. in the process of execution, construction and completion of project. Party No. 1 – owner and holder of the project shall not be liable in any manner in that behalf.

11. It is agreed and undertaken by Party No. 2 – Executing Agency that all the expenses, stamp duty, registration charges and other fees and charges as well as penalty for execution of Agreement between Party No. 1 and Party No. 2 from time to time, execution of Power of Attorney, registration of the project with the authorities shall be borne by Party No. 2 – Executing Agency.

12. Party No. 1, owner and holder of the project shall be entitled in law to retain an amount of Rs. 1,75,000/- (Rs. One Lakh Seventy Five Thousand only) per unit in the project towards the costs of undivided share and interest in the land.

13. Party No. 2 – Executing Agency, after completion of the project and after handing over possession of the residential units shall be entitled for retaining the balance amount in the project account after exhausting all the expenses and after the share of the owners and holders of project as per clause No. (12) hereinabove has been fully satisfied.

14. Party No. 1 – owner and holder of the project shall be competent to object to the execution of the sale deeds in the event the consideration of the undivided share in the last at the rate of Rs. 1,75,000/- (Rs. One

Lakh Seventy Five Thousand only) per unit has not been received by the Party No. 1 – the owners and holders of the project.

15. Any dispute between Party No. 1 and Party No. 2 with reference to the present contract, any further modification, amendment or execution of any fresh contract, agreement coupled with Power of Attorney shall be decided by the sole Arbitrator appointed by the mutual consent of the parties. The dispute shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. As the property is situated at Nagpur, the seat of Arbitration shall be at Nagpur.

16. The parties to the agreement declare that each of the terms and conditions stated hereinabove has been agreed and accepted by the parties at their free will without any force, coercion or influence. In the like manner Party Nos. 1 and 2 further declare that the terms and conditions of this agreement shall be binding upon their legal heirs, legal representatives, successors in interests, administrators, assigns etc.

SCHEDULE OF PROPERTY

All that piece and Parcel of Agricultural Land having an area of 2.03 HR, Rental Rs. 2.25 bearing Kh. No. 88/1 of Mouza- Kanholi, Tah. Hingana, District – Nagpur and bounded as under.

On the East	-	Survey No. 88/2.
On the West	–	Survey No. 85.
On the North	–	Survey No. 89.
On the South	-	Survey No. 88/1.

In witness thereof the parties to this agreement have put their respective signatures on this agreement at Nagpur on this 11th day of July, 2022 in the presence of following witnesses.

WITNESS :-

1. (आनंद चिद्दरवार)

2.

PARTY NO. 1
(Owner and Holder of Project)
(Proprietor, Dr. Satish s/o. Vasantrao Chiddarwar)

PARTY NO. 2
(Executing Agency)
(M/s. Goldbricks Infra)
(Partner, Shri Gaurav Dineshchandra Agrawal)

(Partner, Shri Vishal Sham Sagane)

411/2022
N. R. S. No. 411/2022
ATTESTED BEFORE ME

Sunil B. Bidwai
Advocate & Notary Public
Pusad, Dist. Yavatmal (M. S.) India
Dated 14/7/22 Page No. 21

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