

267/3689

पावती

Original/Duplicate

Monday, April 11, 2022

नोंदणी क्र. :39म

5:12 PM

Regn.:39M

पावती क्र.: 5359 दिनांक: 11/04/2022

गावाचे नाव: अजनी

दस्तऐवजाचा अनुक्रमांक: नयन4-3689-2022

दस्तऐवजाचा प्रकार : विकसनकरगनामा

मादर करणाऱ्याचे नाव: मेमर्म देव अमोसिएट्स तर्फे प्रो.प्रा. श्री देवव्रत जायसवाल . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1880.00

पृष्ठांची संख्या: 94

एकूण:

रु. 31880.00

DELIVERED!

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:31 PM ह्या वेळेस मिळेल.

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

बाजार मुल्य: रु.17080000/-

मोबदला रु.23529000/-

भरलेले मुद्रांक शुल्क : रु. 1176500/-

1) देयकाचा प्रकार: DHC रकम: रु.1880/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1104202211191 दिनांक: 11/04/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000391374202223E दिनांक: 11/04/2022

बँकेचे नाव व पत्ता:



CHALLAN
MTR Form Number-6



GRN	MH000391374202223E	BARCODE	11042022125534		Date	11/04/2022-12:55:34	Form ID	25.2
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)				
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR				Full Name		MS DEV ASSOCIATES		
Location NAGPUR				Flat/Block No.				
Year 2022-2023 One Time				Premises/Building				
Account Head Details			Amount In Rs.		Road/Street			MOUZA AJNI
0030046401 Stamp Duty			1176500.00		Area/Locality			NAGPUR
0030063301 Registration Fee			30000.00		Town/City/District			
					PIN			4 4 0 0 2 2
				Remarks (If Any)				
				SecondPartyName=SMT SUHASINI ASHOK BAONE-				
Total				12,06,500.00		Amount In Words Twelve Lakh Six Thousand Five Hundred Rupees Only		
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN		Ref. No.		69103332022041113904 2740210534
Cheque/DD No.				Bank Date		RBI Date		11/04/2022-13:09:29 Not Verified with RBI
Name of Bank				Bank-Branch		IDBI BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

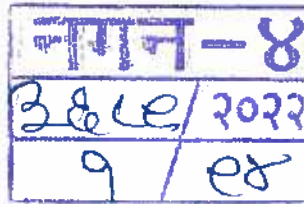
Department ID :

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

Mobile No. : 0000000000

सदर चलय फवल दुयम नलसक कलरलयल नलदणी कलरलयल दलललल ललगु अल. नलदणी न कलरलयल दलललल सदर चलय ललगु नलली .

[Handwritten Signature]



नगन-४
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AGREEMENT FOR RE-DEVELOPMENT

THIS REDEVELOPMENT AGREEMENT is made and executed at NAGPUR on this 11th day of APRIL, 2022 BETWEEN :

(1-A) SMT. SUHASINI W/o LATE SHRI. ASHOK BAONE, Aged 63 Years, Occupation – Retired, PAN AZBPB3686R & AADHAR UID 4921 5162 7818.

(1-B) SHRI. GAURAV S/o LATE SHRI. ASHOK BAONE, Aged 40 Years, Occupation – Service PAN BYVPB3381H & AADHAR UID 5962 3201 9996;

(1-C) SHRI. CHAITANYA S/o LATE SHRI. ASHOK BAONE, Aged 37 Years, Occupation – Service PAN AMNPB2694Q & AADHAR UID 9485 3110 5558;

All Residents of Apartment No. 001, "Kalpak Apartments", Plot No. S-13/B Laxmi Nagar, Nagpur-440 022, Tahsil and District – NAGPUR, Nos. (1-B) and (1-C) acting through their Constituted Attorney SMT. SUHASINI W/o LATE SHRI. ASHOK BAONE;

(2) MRS. DIPTI W/o ADITYARAM BAPAT, Aged 66 Years, Occupation – Retired PAN ABUPB3040Q & AADHAR UID 2829 9353 5987;

Resident of Apartment No. 002, "Kalpak Apartments", Plot No. S-13/B Laxmi Nagar, Nagpur-440 022, Tahsil and District – NAGPUR;

(3) SHRI. AJIT S/o DIWAKAR BAONE, Aged 64 Years, Occupation – Retired PAN ACFPB9818E & AADHAR UID 2487 8744 8640, Resident of Apartment No. 101, "Kalpak Apartments", Plot No. S-13/B, Laxmi Nagar, Nagpur-440 022, Tahsil and District – NAGPUR;

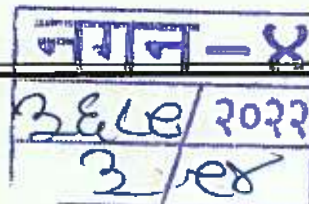
(4) SHRI. AJEET S/o BASANT BHAKAY, Aged about 63 Years, Occupation – Retired, PAN ACDPB2321G & AADHAR UID 5429 3938 2913, Resident of Apartment No. 102, "Kalpak Apartments", Plot No. S-13/B, Laxmi Nagar, Nagpur-440 022, Tahsil and District – NAGPUR;

(5) MRS. ISHITA RAJU W/o CHINTHAL APPAL RAJU, Aged 58 Years, Occupation – Housewife, PAN ABIPR8552K & AADHAR UID 7353 5881 8741, Resident of Apartment No. 201, "Kalpak Apartments", Plot No. S-13/B, Laxmi Nagar, Nagpur-440 022, Tahsil and District – NAGPUR;

(6) SHRI. PRAMOD S/o LATE SHRI. HARISH SUTRAVE, Aged 67 Years, Occupation – Retired, PAN ETYPS5759F & AADHAR UID 2829 3424 4350, Resident of Apartment No. 202, "Kalpak Apartments", Plot No. S-13/B, Laxmi Nagar, Nagpur-440 022, 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

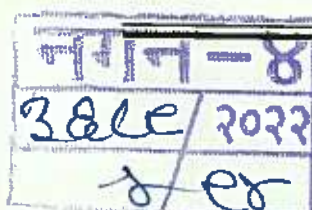


M/s. DEV ASSOCIATES, (PAN AUBPJ1502D) A Proprietorship Firm, having its Office at Plot No. 53, MADHAV NAGAR, Nagpur and acting through its Proprietor **Mr. DEOVRAT JAISWAL**, Aged about 26 Years, Occupation – Business, (Income Tax Permanent Account No. AUBPJ1502D & Aadhar Unique Identity No 654642050185) Resident of 30, Ravindra Nagar, Nagpur-440 022, Tahsil and District – NAGPUR, hereinafter called the **DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **PROPRIETORY CONCERN** and its **PROPRIETOR**, as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

WHEREAS the Owners hereinabovenamed own and possess the Undivided Proportionate shares and interest in ALL THAT Piece and Parcel of land bearing Plot No. S-13/B out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, admeasuring East-West 40 Ft. and North-South 100 Ft. equal to 4000 Sq. Ft. (OR 371.61 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9 TOGETHERWITH the existing more than 32 (Thirty Two) Years old 6 (SIX) independent and self contained separate Apartments therein and known and styled as "KALPAK APARTMENTS", including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto and including also the Undivided proportionate share in the common areas and facilities provided to the said building, bearing Corporation House Nos. 348/A, 348/B, 348/C, 348/D, 348/E and 348/F, City Survey No. 164 and Sheet No. 84/34 of Mouza – Ajni, situated at Laxmi Nagar, 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 the Owner Nos. 1 to 6 own and possess 1 (One) Apartment each in the said existing Multistoreyed Building known and styled as "KALPAK APARTMENTS"; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. S-13 out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, admeasuring East-West 80 Ft. and North-South 100 Ft. equal to 8000 Sq. Ft. (OR 743.21 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9, bearing Corporation House No. 358, City Survey No. 164 and Sheet No. 84/34 of Mouza – Ajni, situated at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Shri V. Subbarao, being his separate property, having purchased the same by him from The Scientific Co-operative Housing Society Limited, Nagpur by a Sale Deed Dated 09-03-1939; AND



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WHEREAS consequent upon the death of said Shri V. Subbarao, his said property bearing Plot No. S-13 thus devolved upon his widow Smt. Indirabai alias Adammabai & his unmarried daughter Ku. Anusaya who thus inherited his said property by way of intestate succession; AND

WHEREAS said Smt. Indirabai alias Adammabai for herself & on behalf of her minor daughter Ku. Anusaya sold the said property bearing Plot No.S-13 to Shri. Wasudeo Vinayak Agasthi, for a valuable consideration of Rs.1175/- by Sale Deed dated 29-11-1951 and which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. I, Volume No. 150 on Pages 393 to 396 at Sr. No. 3197 on 30-11-1951; AND

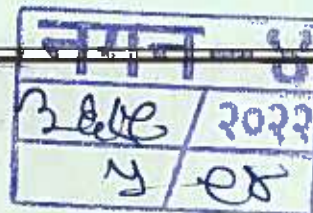
WHEREAS the aforesaid entire land comprising Kh. Nos. 4/1, 4/2, 7/2, 24, 25 and 26/1-4 of Mouza – AJNI, is converted for Non-Agricultural (Residential) Use vide Order Dated 16-10-1976 passed by the Sub-Divisional Officer, Nagpur in Revenue Case No. 104/A-2/66-67; AND

WHEREAS the layout of the aforesaid Society is duly sanctioned and approved by the Nagpur Improvement Trust under an Agreement Dated 13-04-1942 and 22-02-1952 made between the said Society and the Nagpur Improvement Trust; AND

WHEREAS the aforesaid Shri. Wasudeo Vinayak Agasthi lateron in his turn transferred the aforesaid property by way of Sale to Shri. Vishwanath Wasudeo Agasthi, by a Sale Deed Dated 25-06-1958, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. I, Volume No. 281 on Pages 46 to 48 at Sr. No. 2517 on 24-07-1958; AND

WHEREAS the aforesaid Shri. Vishwanath Wasudeo Agasthi lateron transferred All That Piece and Parcel of land admeasuring admeasuring East-West 40 Ft. and North-South 100 Ft. equal to 4000 Sq. Ft. (OR 371.60 Sq. Mtrs.) comprising WESTERN PORTION of Plot No. S-13 being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9, bearing Corporation House No. 358, City Survey No. 164 and Sheet No. 84/34 of Mouza – Ajni, situated at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, by way of Sale to Mrs. Shobha Diwakarrao Baone, by a Sale Deed Dated 04-02-1985, which is duly Registered at the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 411 on even date; AND

WHEREAS the said Plot No. S-13 came to be Sub-divided in Two parts i.e. Plot No. S-13/A & S-13/B each containing by admeasurement 4000 Sq. Ft. (OR 371.60 Sq. Mtrs.), bearing City Survey No. 164 in terms of the Sub-division Order passed by the by the Nagpur Improvement Trust, Nagpur vide its Letter No. PLN/7499 Dated 23-05-1989. As per Sub-Division the said Plot No. S-13/A containing by admeasurement 4000 Sq. Ft.



is allotted to Shri. Vishwanath Wasudeo Agasthi and Plot No. S-13/B containing by admeasurement 4000 Sq. Ft. is allotted to Mrs. Shobha Diwakarrao Baone with heritable and transferable rights therein; AND

WHEREAS said Smt. Shobha Baone lateron decided to develop the aforesaid Plot No. S-13/B into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. Accordingly, they have entrusted the entire work of Development of the said property to M/s. Salpekar Builders, a registered Partnership Firm, having its Office at Salpekar Building, Rani Jhansi Square, Sitabuldi, Nagpur, acting through its Authorised Partner Shri. Vilas S/o Vasant Sapekar, by an Agreement for Development of Ownership dated 03-03-1988 upon the several terms and conditions; AND

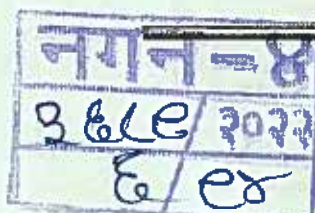
WHEREAS during her life time the aforesaid Mrs. Shobha Diwakarrao Baone executed her LAST WILL AND TESTAMENT on 09-04-1988 and thereby she bequeathed the aforesaid entire property comprising Plot No. S-13/B to her 2 sons namely Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone absolutely forever with heritable and transferable rights therein; AND

WHEREAS said Mrs. Shobha Diwakarrao Baone left for heavenly abode on 07-09-1988 and consequent upon her demise/death, her 2 sons namely Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone became the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL Dated 09-04-1988; AND

WHEREAS said Shri Ashok Baone & Shri Ajit Baone in terms of aforesaid Agreement for Development of Ownership dated 03-03-1988 executed by their mother Smt. Shobha Baone accord their consent of the said Agreement, thus further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided Proportionate share and interest in the said Plot No. S-13/B in favour of the each such individual buyer as may be nominated by M/s. Salpekar Builders; AND

WHEREAS in pursuance of the said Agreement, the said M/s. Salpekar Builders accordingly prepared a Plan of a Multistoreyed Building then proposed to be constructed on the said Plot No. S-13/B and known and styled as "KALPAK APARTMENTS" and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/254/17604 Dated 25-10-1989; AND

WHEREAS lateron the said Plot No. S-13/B and the Building thereon and the Apartments therein are submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by Deed of Declaration dated 22.06.1992 and which is duly registered in the office of Sub-Registrar No.8 Nagpur in Addl. Book No.1, Vol. No.67, on



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Pages 191 to 207 at Sr. No.2081 (P) on even date.

WHEREAS on completion of the said Multistoreyed Building in all respects, the aforesaid the then Owners namely Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith the said M/s. Salpekar Builders jointly transferred/sold the Undivided Proportionate shares and interests in the said Plot No. S-13/B Togetherwith the entire R.C.C. Superstructures comprising various Apartments out of the building standing thereon and known and styled as "KALPAK APARTMENTS" to 6 individual prospective buyers/purchasers by 6 separate duly registered Deeds of Apartment/Sale Deeds in the following manner :-

(1) APARTMENT NO. 001 ON GROUND FLOOR :

Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 001 covering a Built-up area of 61.92 Sq. Mtrs on the GROUND FLOOR of "KALPAK APARTMENTS" Alongwith Undivided 1/6th share and interest in Plot No. S-13/B, to Shri. Ashok Diwakar Baone, by a Deed of Apartment Dated 13-04-1994, which is duly registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, on Pages 176 to 179 at Sr. No. 4002(P) on even date.

Aforesaid Shri. Ashok Diwakar Baone left for heavenly abode on 16-12-2010 and consequent upon his demise/death, the said Apartment No. 001 devolved upon his wife Smt. Suhasini Ashok Baone and 2 sons namely Shri. Gaurav Ashok Baone and Shri. Chaitanya Ashok Baone, the Owner Nos. 1-A to 1-C named hereinabove, by way of intestate succession, being the only legal heirs of the deceased; AND

(2) APARTMENT NO. 002 ON GROUND FLOOR :

Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 002 covering a Built-up area of 61.92 Sq. Mtrs on the GROUND FLOOR of "KALPAK APARTMENTS" Alongwith Undivided 1/6th share and interest in Plot No. S-13/B, to Shri. Vidyadhar J. Bhawe, by a Deed of Apartment Dated 05-11-1993, which is duly registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 751 on Pages 74 to 77 at Sr. No. 6348(P) on even date.

The aforesaid Shri. Vidyadhar J. Bhawe left for heavenly abode on 21-10-2010 and consequent upon his demise/death the said Apartment No. 002 devolved upon his widow Smt. Leela Vidyadhar Bhawe and 2 daughters namely Mrs. Ratnamala Rajendra Jog and Mrs. Dipti Adityram Bapat, by way of intestate succession, being the only legal heirs of the deceased.

Smt. Leela Vidyadhar Bhawe and Mrs. Ratnamala Rajendra Jog relinquished all their rights, title and interest in the said property in favour of Mrs. Dipti Adityram Bapat, the



Owner No. 2 named hereinabove, by a Deed of Release Dated 07-05-2014, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 1585 on even date.

(3) **APARTMENT NO. 101 ON FIRST FLOOR :**

Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 101 covering a Built-up area of 61.92 Sq. Mtrs on the FIRST FLOOR of "KALPAK APARTMENTS" Alongwith Undivided 1/6th share and interest in Plot No. S-13/B, to Shri. Ajit Diwakar Baone, the Owner No. 3 named hereinabove, by a Deed of Apartment Dated 13-04-1994, which is duly registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 875 on Pages 180 to 183 at Sr. No. 4003 on even date.

(4) **APARTMENT NO. 102 ON FIRST FLOOR :**

Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 102 covering a Built-up area of 61.92 Sq. Mtrs on the FIRST FLOOR out of the Multistoreyed Building standing thereon and known and styled as "KALPAK APARTMENTS" Alongwith Undivided 1/6th share and interest in Plot No. S-13/B, to Shri. Ajeet Basant Bhakay, the Owner No. 4 named hereinabove, by a Deed of Apartment Dated 05-11-1993, which is duly registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 751 on Pages 66 to 69 at Sr. No. 6346 on even date.

(5) **APARTMENT NO. 201 ON SECOND FLOOR :**

Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 201 covering a Built-up area of 61.92 Sq. Mtrs on the SECOND FLOOR out of the Multistoreyed Building standing thereon and known and styled as "KALPAK APARTMENTS" Alongwith Undivided 1/6th share and interest in Plot No. S-13/B, to Shri. Ashutosh Dey and Mrs. Ishita Raju, by a Deed of Apartment Dated 05-11-1993, which is duly registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 751 on Pages 70 to 73 at Sr. No. 6347 on even date.

The aforesaid Shri. Ashutosh Dey left for heavenly abode on 08-05-1997 and consequent upon his demise/death the said Apartment No. 201 devolved upon his only daughter Mrs. Ishita Raju, the Owner No. 5 named hereinabove, by way of intestate succession, being the only legal heirs of the deceased.

(6) **APARTMENT NO. 202 ON SECOND FLOOR :**

Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 202 covering a Built-up area of 61.92 Sq. Mtrs on



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Shri. Ashok Diwakarrao Baone and Shri. Ajit Diwakarrao Baone alongwith M/s. Salpekar Builder transferred the Apartment No. 202 covering a Built-up area of 61.92 Sq. Mtrs on the SECOND FLOOR out of the Multistoreyed Building standing thereon and known and styled as "KALPAK APARTMENTS" Alongwith Undivided 1/6th share and interest in Plot No. S-13/B, to Shri. Harish Shyamrao Sutrave and Mrs. Sheela Harish Sutrave, by a Deed of Apartment Dated 05-11-1993, which is duly registered at the Office of the Sub Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 751 on Pages 62 to 65 at Sr. No. 6345 on even date.

The aforesaid Shri. Harish Shyamrao Sutrave left for heavenly abode on 08-01-2015 and consequent upon his demise/death, said Apartment No. 202 devolved upon his Widow Smt. Sheela Harish Sutrave, 2 sons namely Shri. Kirtikumar Harish Sutrave and Shri. Pramod Harish Sutrave and only daughter namely Mrs. Smita Shamkant Nagalkar, by way of intestate succession, being the only legal heirs of the deceased.

Said Smt. Sheela Harish Sutrave Shri. Kirtikumar Harish Sutrave and Mrs. Smita Shamkant Nagalkar relinquished all their rights, title and interest in the said property in favour of Shri. Pramod Harish Sutrave, the Owner No. 6 named hereinabove, by a Deed of Release Dated 23-09-2015 which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 4795 on even date.

As a result therefore various transactions / succession, the Owners hereinabovenamed have now become an exclusive, absolute and full Owners of their respective Apartments in the said building known and styled as "KALPAK APARTMENTS" Togetherwith the Undivided Proportionate share and interest in the said Plot No. S-13/B, situated at Laxmi Nagar, Nagpur in Tahsil and District - NAGPUR with heritable and transferable rights therein and the same are also accordingly mutated in their respective names in all relevant records as also in the Property Card of City Survey; AND

WHEREAS the aforesaid building has now become old and requires heavy repairs and maintenance and also in order to Parking Problems in the said scheme for parking of vehicles of the existing Apartment Owners. Thus, the Owners hereinabovenamed have now unanimously jointly decided to demolish the said existing old Multistoreyed Building and decided to REDEVELOP the same into a RESIDENTIAL ESTATE by constructing a New Multistoreyed Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS the Owners abovenamed have received offers from various Developers and out of which the Offer submitted by M/s. Dev Associates, the Developer hereinabovenamed was preferred by the Owners; AND



WHEREAS the Owners being thus desirous of redevelopment of the said property and the Developer hereinabovenamed, having expressed its desire, readiness and willingness to undertake the proposed work of Redevelopment, the Owners after detailed negotiations have unanimously decided to entrust the entire work of Redevelopment of the said property to the Developer hereinabovenamed upon the following terms and conditions.

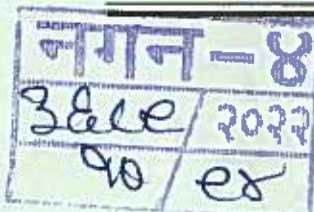
NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the recitals hereinabove shall form an integral and operative part of this Deed as if the same were reproduced herein verbatim.

(2) THAT the OWNERS do hereby jointly and severally allow and permit the DEVELOPER to DEVELOP, and the DEVELOPER hereby agrees to DEVELOP ALL THAT Piece and Parcel of land bearing Plot No. S-13/B out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, admeasuring East-West 40 Ft. and North-South 100 Ft. equal to 4000 Sq. Ft. (OR 371.61 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9 TOGETHERWITH the existing more than 32 (Thirty Two) Years old entire R.C.C. Superstructures comprising individual Apartment(s) in the existing more than 32 (Thirty Two) Years old Multistoreyed Building standing thereon consisting of 6 (SIX) independent and self contained separate Apartments therein and known and styled as "KALPAK APARTMENTS", including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto and including also the Undivided proportionate share in the common areas and facilities provided to the said building, bearing Corporation House Nos. 348/A, 348/B, 348/C, 348/D, 348/E and 348/F, City Survey No. 164 and Sheet No. 84/34 of Mouza – Ajni, situated at Laxmi Nagar, 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.

(3) THAT, in lieu of the development rights acquired by it, the Developer shall provide on Ownership basis the Built-up Premises to the Owners in the new building comprising of 12 (twelve) Floors (G+11) comprising of total 22 (twenty two) Apartments proposed to be constructed on the said property in the following manner :-

THAT the Developer hereby specifically agreed to construct at its own costs and expenses 1 (ONE) Apartment for each existing Apartment Owners (thus in all 6 (SIX) Apartments) on the FIRST-to-SIXTH FLOOR, more explicitly described in the "ANNEXURE-B" appended hereto in the New Multistoreyed Building, in accordance with the proposed Plan and Specifications appended hereto as "ANNEXURE-A" and to give, grant and convey the same to the existing 6 (SIX) Owners in duly finished and completed condition within a period of 24 (TWENTY FOUR) Months from the date of sanction of



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action, injunction from any Court or any prevention in law. In case extra/additional facilities and specifications, which are not covered under the "Annexure-A" appended hereto are requested by the Owners from the Developer, then such Owners shall be required to pay the difference for the extra/additional facilities and specifications, well before taking over the actual physical possession of the said Apartment and they shall always indemnify the Developer against such payments. The Apartment Numbers, its Floor of each of the Owners is detailed in the "ANNEXURE-B" appended herewith. However, it is specifically agreed and understood by and between the Parties hereto that the Developer shall provide Built-up area to each of the existing Apartment Owners at existing Built-up Premises.

The Owners are fully aware that the Developer has also decided to get the adjacent Plot No. S-13/A developed and the proposed Housing Project shall be constructed by amalgamating the said Plot No. S-13/A and S-13/B. The proposed Multistoreyed Building on the said amalgamated plots shall consist of 12 (twelve) Floors (G+11) in all 22 (Twenty Two) Apartments distributed equally over Eleven Stories.

The Developer agreed that it shall provide one 3BHK Apartment (admeasuring about 1100-1125 Sq.Ft. of Carpet Area & 1300 Sq. Ft. of Built-up Area) to each of the existing Apartment Owners of a 2BHK Apartment. The location of Apartments proposed to be retained by the existing 6 (SIX) Apartment Owners shall be on various floors of the Building more specifically described in Annexure-B attached herewith. However, the final drawing shall be shown to stakeholders for approval and a written consent will be given by stake-holders for submission for sanctioning.

PROVIDED FURTHER THAT the Developer shall allot ONE covered Car Parking and two slots for two wheelers, to each of the Owners (i.e. twelve nos. of covered Car Parking) and thereafter remaining Parking Spaces available with the Developer will be allotted to the new Purchasers. It shall be noted that few of the parking slots shall be available in the still of the building and remaining of them along the periphery of the entire Plot S-13.

THAT the Developer shall be fully entitled to use and consume the electricity and Water from the existing connections for carrying out the building construction activities. However it shall be the sole liability and responsibility of the Developer to pay the Departmental Bills for the actual units consumed by it during the period of building construction activities and shall always indemnify the Owners against such payments.

THAT the Owners do hereby allow and permit the Developer to demolish the existing Building/Structure standing on the said Plot No. S-13/B known and styled as "Kalpak Apartments" exclusively at its own costs and expenses. All the old building materials taken out after such demolition shall always belong to the Developer with a right of disposal upon the same.

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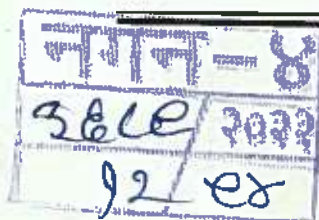


THAT for the purpose of new construction the existing building is to be demolished. The Owners have agreed to arrange for themselves temporary alternate accommodation, for a period of 24 (Twenty Four) Months being the estimated period in which time the Developer shall handover to the members their respective Apartments in the new building. It is specifically understood and agreed by the Developer that during the period of building construction activities the Developer shall pay Rent @ Rs. 15,000/- (Rupees Fifteen Thousand Only) Per Month to each of the aforesaid existing Double BHK Flat Owners for the period of 24 (TWENTY FOUR) Months or till the date of delivery of possession to each of the Owners. This amount for rent is subjected to an increment of 5% (five percent) Per Annum for the Second Term of 12 (twelve) months if the Building is not handed over within the stipulated period of time (i.e. 24 months), that even after the lapsed of 24 (twenty four) months fails to handover the respective Apartments to the owners, then the owners shall be entitled to have an increment of 10% (ten percent) Per Annum for the residual period from the Developer. The Developer shall pay rent for every three months in advance for the prevailing quarter, either through cheques or RTGS/NEFT. The rent will start after getting the new building plan sanctioned and on actual physical possession of site for construction from all the 6 apartment owners. It is specifically agreed and accepted by the Owners that they will vacate the said existing Apartments and handover the same to the Developer simultaneously without any delay or demur. On delivery of the actual physical possession of the said new Apartments to the Owners, the liability of the Developer to pay such monthly rent shall cease automatically. In such circumstances it shall be obligatory on the part of the Owners to take possession of the said Apartments immediately on receiving intimation from the Developer in writing. It is further understood and agreed by the Owners that it shall be the sole liability and responsibility of the Owners to pay the Electricity and Water charges for the actual units consumed by her/him/them as per departmental bills for such hired premises.

THAT the Developer shall be entitled to all the benefits with respect to the presently allowable F.A.R./F.S.I. applicable to the said plot of land. Similarly, the Developer shall also be entitled to purchase at its cost and expenses and consume the Transferable Development Rights (TDR) for construction of additional Floors on the said plot of land to the extent of 12 (twelve) G+11 Floors only. That in no case, the Developer shall be permitted to construct further Floors and the balance F.S.I. remains shall be exclusively owned by the owners only.

THAT, it is further specifically understood and agreed by the Developer that it shall pay the following charges to the concerned Departments for procuring necessary required documents :

- (a) For No Objection Certificates/Clearances.
- (b) Charges for sanction of Building Plans.
- (c) Legal charges.



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- (d) GST (Goods and Service Tax).
- (e) Water and M.S.E.D.C.L. peripheral Charges.

THAT the Developer hereby specifically agreed that it shall provide Three Phase Electric Meter to each of the 22 Apartments (upon amalgamation of Plot No. S-13/A and S-13/B), specifically, 6 Apartments chosen to be retained by the exiting Owners and the cost of the said shall be borne and paid by the Developer.

THAT the Developer shall be at liberty to consume the entire allowable FSI/Metro, ToD as well as TDR at its discretion and sell the Apartments as may be constructed in the said building excluding the 6 (SIX) Apartments retained by the existing Apartment Owners.

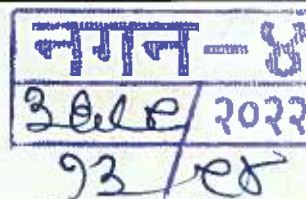
THAT it is specifically understood and agreed by the Owners that whose Apartment(s) are presently mortgaged shall either repay their respective loans or alternatively transfer such loans to a suitable Financial Institute which shall allow the redevelopment of said building. The Developer agrees to co-operate such Apartment Owners for takeover of loans.

THAT it is specifically understood and agreed by the Developer that it shall be its sole liability and responsibility for any mishap/accident or untoward incidences occurring/done during the period of construction activities of the said Multistoreyed Building from the date of handing over possession till the date of handover the possession of the Apartments to the existing Owners. However, if such incidence occurred then in such event the compensation as may be paid to the injured person for the same shall be borne and paid by the Developer only and the Owners at all not responsible for the same.

THAT the Owners hereinabovenamed shall obtain all the necessary Permissions/No Objection Certificates/compliances from the Concerned Authorities such as Nagpur Municipal Corporation / Nagpur Improvement Trust, / Water Works, MSEDCL, Garden Department, Fire and Safety Department, Health etc. and handover the same to the Developer immediately on its receipt and the Developer shall co-operate in this behalf to the existing Owners. However, the Expenses required for procuring such papers/documents/no objection certificate shall be borne and paid by the Developer.

THAT it is obligatory on the part of the Developer that it shall construct the entire Redevelopment works strictly as per the Rules and Regulations of the Nagpur Improvement Trust/Nagpur Municipal Corporation and as per the sanctioned Building Plans.

THAT the Owners hereby allow and permit the Developer to obtain/borrow the Project Finance for the aforesaid proposed scheme from any Financial Institution and



mortgage the balance variable undivided share of land by way of security for the repayment of loan, if desired, except the Twelve Apartments and the respective undivided share of land allotted to the existing residents. However, the entire responsibility of repayment of the said loan shall be of the Developer alone and the Owners at any cost shall not be responsible for the aforesaid loan amount together with an interest accrued thereon. It is specifically agreed by the Developer that he shall obtain the project finance if required only after the construction of 7th slab structure.

(4) THAT the Owners further severally assure the Developer that the property hereby agreed to be developed and sold is her/his/their separate/Self acquired property belonging to her/him/them alone having purchased / succeeded the same by her/his/their own earnings and savings and by succession and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) In any manner, apartment owners will not be responsible morally or financially to promises to fulfill any provisions made by the developer to prospective buyers as there is no privity of contracts between owners and prospective buyers dealt-with by the developer. That the developer further undertakes to indemnify and keep indemnified the apartment owners the apartment owners in case of any dispute between prospective buyers and the developer for remaining ten apartments.

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

(7) THAT the development and sale 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, Maintenance Charges and all other outgoings etc. if any levied on the property hereby agreed to be developed and sold and payable by the Owners up-to the date of execution of this Agreement and thereafter all such dues shall be borne and paid by the Developer.

(8) 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/sold.

(9) THAT the property hereby agreed to be developed/sold 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.



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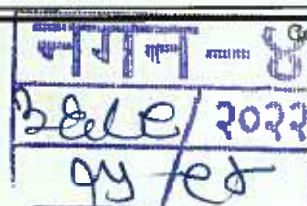
(10) THAT it is clearly understood and agreed by the Owners that pending Registration of the Sale Deed(s) the Developer intends to re-develop the said property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building of Eleven Residential Storeyes thereon consisting of 22 (Twenty Two) self-contained separate Apartments distributed equally over 11 storeys therein (upon amalgamation of Plot No. S-13/A and S-13/B). The Owners do hereby agree to sign the proposed/revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to such Plans. She/He/They also agrees to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised Plans, provided the Developer pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur in the name of the Owners who in her/his/their turn agrees to return back to the Developer such sums as may be refunded to her/him/them by such Local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(11) THAT, the Developer shall be entitled to store building materials at the site and for the storage and shall be entitled to put up temporary structures at site office and also premises for workers to stay there on site during the period of construction only.

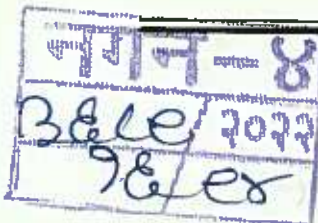
(12) THAT it is specifically understood and agreed by the Developer that all the entire development work shall be carried out by it at its own risk, costs and expense. It shall bear and pay the Bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work as also all other costs, charges and expenses that may be incurred in regard to the development work. The Owners shall not responsible for such payments at all.

(13) THAT it is clearly agreed and understood by the parties hereto that the provisions of Maharashtra Apartment Ownership Act, 1970, as may be amended from time to time shall be applicable to the proposed Building/Scheme.

(14) THAT the Real Estate (Regulation and Development) Act 2016 came into force with effect from May 1, 2017. Pursuant thereto Government of Maharashtra established Maharashtra Real Estate Regulatory Authority and further promulgated the Rules and Regulations for implementation of the said Act. The provisions of said Act, Rules and Regulations thereof are applicable to the said proposed Project/Scheme. More specifically, the Developer agrees to get the said project registered with MAHA-RERA within about 30 days from getting the building drawings sanctioned from relevant authority. Meanwhile, the Owners agree to co-operate with the same and provide necessary documents as and when required.



- (15) THAT it is clearly understood and agreed by the Owners that she/he/they shall deliver a vacant and peaceful possession of the aforesaid property / respective Apartments to the Developer or its nominee(s) after execution of this Agreement, subject to receipt of proposed Building Plan sanctioned from Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.
- (16) THAT the Owners shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation.
- (17) 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.
- (18) THAT, it is clearly agreed, understood and accepted by the owners hereto that the Developer has agreed to get develop the Plot Nos. S-13/A and S-13/B and proposed building shall be constructed on the said Plots of land at developers cost after amalgamation.
- (19) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (excluding the Apartments so allotted and chosen to be retained by the Owners i.e. 6 (SIX) Apartments) Together with 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's absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall she/he/they question the accountability thereof in any manner whatsoever.
- (20) 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 her/his/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.
- (21) 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 of land hereby agreed to be developed/sold and it shall have absolute right and full authority and power to develop the said Plot of land in accordance with the Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur



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and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces in the proposed building alongwith the Undivided proportionate share and interest in the said Plot of land (Excluding 6 (SIX) Apartments to be allotted and retained by the existing Apartment Owners) to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(22) THAT the Owners shall execute various Sale Deeds (Excluding 6 (SIX) Apartments to be allotted and retained by the existing Apartment Owners) each relating to the Undivided proportionate share and interest in the said Plot of land in favour of the respective individual prospective buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefor and she/he/they/it shall also get the same duly registered in accordance with the law in force. The Developer hereby assures the Owners that it shall execute a Deed of Apartment in their favour relating the 6 (SIX) Apartments so allotted to each Owner. However the expenses required for Registration of such documents such as Stamp Duty, Registration Fees and other Misc. expenses shall be borne and paid by the Developer.

(23) THAT on receipt of possession of the New Apartments from the Developer as stated above and more specifically shown in "Annexure-B" hereinbelow, the Owners shall deliver the actual physical possession of the property hereby agreed to be developed and sold to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s). Till then the factual and legal possession shall always be with the Owners.

(24) THAT the draft Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be developed/sold shall be got prepared by the Developer at its own costs and the Owners agree to execute the same subject to such actual changes as the facts and events may warrant.

(25) THAT it is clearly agreed, understood, and accepted by the Owners named hereinabove that this Agreement/Contract is irrevocable and shall remain absolutely binding upon the Owners and their legal heirs. In no circumstances the Owners and their successors will be entitled to restrain or interfere in the re-development activities undertaken by the Developer. It is clearly agreed that minimum 80% of the 6 Existing Owners shall be required to raise any complaint against the Developer and in on no circumstances less than 80% of the Owners shall be entitled to raise any complaint against the Developer.

(26) 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.



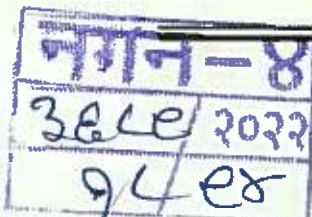
(27) THAT the Owners shall execute an Irrevocable General Power of Attorney empowering and authorising the Developer to sign/execute various Agreements to Sell, Sale Deeds (Excluding 6 Apartments as retained by the Owners), Deed of Declaration, various Apartment Deeds, Correction Deeds, Supplementary Agreement, Assignment Deed, Amendment/Modification Deeds, Cancellation Deeds including Housing loan of prospective buyer(s) and mortgage for finance and all other kinds of documents on their 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/sold and this power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects. However, the said power of attorney shall stand cancelled after the title-deeds of all the Twenty Two (22) apartments (on Plot No. S-13/A and S-13/B), are duly executed, including the ten (10) apartments which are at the disposal of the Developer.

(28) THAT, the proposed building shall consist of parking space on ground and the residential Apartments in the proposed building shall commence above said parking floors.

(29) THAT, all the original documents relating to the title of Apartment Owners will be handed over to the Developer at the time of registration of this Agreement of Development and the same shall remain in the custody of Developer during the building construction activity. After completion of the building Agreement of Development shall be handed over to the respective Apartment Owner. In any case, the title deeds of the 12 owners shall not be deposited into any financial institution for getting project finance or for creating any mortgage or charge.

(30) THAT the parties hereto shall do and execute such further acts, deeds, matters and things as are reasonably required by the other party as being necessary desirable or proper to fully and effectively implement this Development Agreement.

(31) THAT in case either of the parties (i.e. Owners or Developer) fails or neglects to fulfill and observe all or any of the obligations on their/it part as hereinabove contained or otherwise required by law as stipulated above, the other Party shall be entitled to enforce specific performance of this Contract by instituting legal proceedings. Under such event this Agreement will be specifically enforceable under the relevant provisions of the Specific Relief Act, 1963 and the parties will not be entitled raise any plea, as to it's non-enforcement. In case any such plea is raised then this agreement will be deemed to be an Agreement of Sale coupled with transfer of possession, in part performance of the terms and conditions of this Agreement, as envisaged by the provisions of Section 53(A) of the Transfer of Property Act, 1882.



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

(33) 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 of land in favour of each such individual prospective buyer in all relevant records.

(34) THAT the Owners do hereby allow and permit the 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 MSEDCL LIMITED, NAGPUR. However the expenses required for such installation shall be proportionately borne and paid by the Developer and prospective purchasers (excluding the existing 6 owners) to the concerned Department in proportion to their number of Apartments.

(35) THAT it is specifically agreed and understood by the Developer that they shall pay the Goods and Service Tax (GST) as may be levied on the Apartment chosen to be retained by them for their respective use and occupation and shall indemnify the Owners against such payments and that the Developer shall pay and deposit the said amount to the concerned department within the stipulated period and shall also indemnify the Owners. Also, 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 in proportion to the Apartment shall be borne and paid by the Developer and shall always keep each other indemnified against the same.

(36) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connections and meters in the proposed building. In the like manner the Developer hereby specifically declares that it shall be its sole liability and responsibility to pay the charges for disconnection and reconnection of Electric and Water Meters and other common connections etc. to be installed in the Apartments chosen to be retained by the Owners. All expenses for the same shall be borne and paid by the Developer alone.

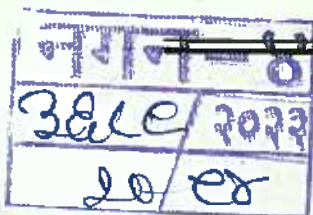
(37) THAT the Owners hereby allowed and permitted the Developer to use and utilize the available F.S.I./Metro, ToD, T.D.R. and Premium for construction of the new Multistoreyed Building on the said Plot of land. However, if the balance F.S.I. is available after completion of the entire proposed construction in relation to the said Plot No. S-13/B shall always belongs to the existing Owners and they shall have absolute right and full authority to use, utilise and consume the same in its absolute discretion.

(38) THAT the Owners do hereby assure/confirm to the Developer that she/he/they has/have not created any mortgage, lien, charge or interfere over the said property



hereby agreed to be developed/sold and is the same are free from encumbrances of all kinds whatsoever in respect of the same.

- (39) THAT the Developer hereby assures that it shall always indemnify the Owners against any monetary liability in respect of any Agreement that may be entered into by the Developer with prospective buyers and also in respect of violation of Building rules and Regulations for the time being in force and including also any Civil/Criminal liabilities or in respect of labour laws etc. arising out of this transaction.
- (40) THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply to this Agreement.
- (41) THAT all expenses on account of preparation of this Agreement 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.
- (42) THAT the agreements arrived at between the parties are as recorded in this Agreement and this Agreement supersedes all agreements, if any arrived at prior to the date hereof between the parties hereto. Any modification of this Agreement will be carried out in writing and signed by all the parties to this Agreement.
- (43) THAT the Developer shall carryout at their own cost any work of repairs that arises in the construction work of the proposed Building for the duration prescribed in the guidelines of Real Estate Regulation Act. The Residence of Building shall be liable to takeover up keep and the maintenance of the Building from the time of possession through a corpus fund of Rs.55,00,000/- (Rupees Fifty Five Lakhs) Only to be generated by collecting Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) Only each by Developer from / at the time of sale of 10 (ten) Apartments by the Developer i.e. Rs.25,00,000/- to be collected by the Developer from their 10 (ten) retain Apartment Owners and the balance of Rs.30,00,000/- to be contributed by the Developer only being the contribution for the 6 + 6 Apartment Owners. It is clarified in this regard that there shall be a single Building by amalgamating Plot Nos. S-13/A and S-13/B and thus the share of corpus fund to be deposited by Developer shall be Rs.12,50,000/- for Plot No. S-13/B.
- (44) THAT Time is the essence of this contract and in case if the Developer fails or neglects to complete the said scheme and deliver the possession of the chosen 6 (Six) Apartments to the Owners in completed and finished condition with occupancy certificate on or before 24 months from taking possession of the vacant building premises, then the Developer will be liable to pay compensation of Rs. 1666/- (Rupees One Thousand Six Hundred and Sixty Six) per day of delay to each of the owners from the scheduled date of possession till the date of receipt of actual physical possession of the said Apartments.



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(45) THAT in case the Developer fails to honor agreed financial terms or fails to commence and carry out the development works as per the Schedule detailed herein, then this Agreement will IP SO FACTO stand cancelled and terminated and the Owners will have absolute right over the said incomplete structure, material laying there on site with absolute right of development and sale without any resistance from the Developer.

TENTATIVE SCHEDULE OF WORKS AT S-13/B LAXMI NAGAR

DOCUMENTATION	Signing & Executing this Agreement of Re-development	T D
	Amalgamation work	T D + 30 Days
	Submission of Drawings for Sanction	T D + 15 Days
	Tentative Date of Building Map Sanction	T D + 90 Days
	Deadline for Vacating the Building	45 Days from Building Sanction

CONSTRUCTION	HANDING OVER THE BUILDING TO DEV ASSOCIATES	T C
	Demolition of the building	T C + 30 Days
	Foundation upto plinth	T C + 90 Days
	First Floor Slab	T C + 120 Days
	Structure upto 6 th Floor Slab	T C + 10 Months
	Structure Complete upto Terrace Slab	T C + 16 Months
	Brickwork Begin	T C + 6 Months
	Brickwork Complete	T C + 18 Months
	Completion of Internal & External Plaster	T C + 20 Months
	Beginning of Finishing work (electrical/plumbing/tile etc)	T C + 8 Months
	Finishing work complete	T C + 24 Months

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SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. S-13/B out of the sanctioned layout of The Scientific Co-operative Housing Society Limited, Nagpur, admeasuring East-West 40 Ft. and North-South 100 Ft. equal to 4000 Sq. Ft. (OR 371.61 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 4/1, 4/2, 7/2, 25 and 26/1-4 of Mouza – AJNI, P.S.K. 9 TOGETHERWITH the existing more than 32 (Thirty Two) Years old 6 (SIX) independent and self contained separate Apartments therein and known and styled as "KALPAK APARTMENTS", including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto and including also the Undivided proportionate share in the common areas and facilities provided to the said building, bearing Corporation House Nos. 348/A, 348/B, 348/C, 348/D, 348/E and 348/F, City Survey No. 164 and Sheet No. 84/34 of Mouza – Ajni, situated at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as under :

ON THE EAST	-	BY PLOT NO. S-13/A,
ON THE WEST	-	BY PLOT NO. S-12,
ON THE NORTH	-	9.00 MTRS WIDE ROAD,
ON THE SOUTH	-	BY PLOT NO. S-7.

IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT OF RE-DEVELOPMENT before execution and the same is drafted as per their own say & 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.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
---------	---------------------------	--------------------------	-----------------------

01



1)

S. A. Baone
(SMT. SUHASINI ASHOK BAONE)
FOR SELF & AS CONSTITUTED ATTORNEY FOR
GAURAV ASHOK BAONE &
CHAITANYA ASHOK BAONE



Contd.

02



Mrs. Di. Bapat

2)

(MRS. DIPTI ADITYARAM BAPAT)

03



3)

Aj. Baone
(AJIT DIWAKAR BAONE)

04



4)

Ajeet
(AJEET BASANT BHAKAY)

05



5)

Ishita Raju
(MRS. ISHITA RAJU)

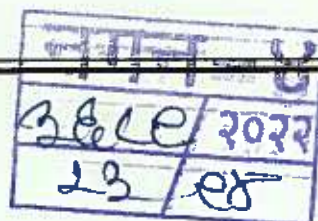
06



6)

Pramod

(PRAMOD HARISH SUTRAVE)
OWNERS



07



FOR M/S. DEV ASSOCIATES

(DEOVRAT JAISWAL)

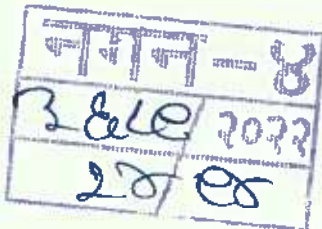
Proprietor

DEVELOPERWITNESSES :

(1)



(2)



Contd.