DEVLOPMENT OF AGREEMENT

OWNERS : LUXORA INFRASTRUCTURE PVT. LTD.

DEVDLOPERS : UNICORN ESTATES

EXECUTED ON : 30/01/2024

REGISTERED ON : 07/02/2024

d k

M/S DWIVEDI & KHEDKAR ADVOCATES

"SHRINIWAS", WARDHAMAN NAGAR SQ.

CENTRAL AVENUE, NAGPUR – 440 008.

PH. NO. 2767995, FAX 0712-2762645

email: msdkadvocates@gmail.com

270/1590
Wednesday,February 07 ,2024
3:30 PM

पावती

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

पावती क्र.: 1930 दिनांक: 07/02/2024

गावाचे नाव: पिपळा
दस्तऐवजाचा अनुक्रमांक: नगन7-1590-2024
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: युनिकॉर्न इस्टेट्स तर्फे अधिकृत भागीदार संजय पुरणमल अग्रवाल

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1820.00
पृष्ठांची संख्या: 91	
एकूण:	रु. 31820.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अशासह
3:50 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, NGR-२.
नागपूर ग्रामिण क्र. ७

बाजार मुल्य: रु.514076500 /-
मोबदला रु.514076500/-
भरलेले मुद्रांक शुल्क : रु. 25703825/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1820/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224061621657 दिनांक: 07/02/2024
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014998849202324E दिनांक: 07/02/2024
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH014998849202324E	BARCODE		Date	03/02/2024-13:29:47	Form ID	

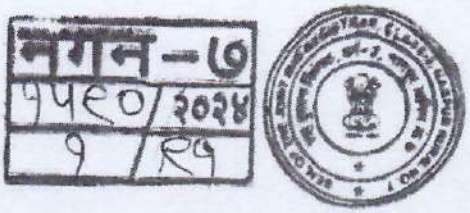
Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR	Full Name	UNICORN ESTATES
Location	NAGPUR		
Year	2023-2024 One Time	Flat/Block No.	MZ PIPLA
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	NAGPUR
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 0 1
		Remarks (If Any)	
		SecondPartyName=LUXORA INFRASTRUCTURE PRIVATE LIMITED~	
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572024020373107	CK000IYEG3
Cheque/DD No.		Bank Date	RBI Date	03/02/2024-13:24:30	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 7122767095

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

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



Print Date 03-02-2024 01:30:31

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0224061621657	Date	06/02/2024
Received from UNICORN ESTATES. Mobile number 7120000000, an amount of Rs.1820/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nagpur 7 of the District Nagpur.			
Payment Details			
Bank Name	SBIN	Date	06/02/2024
Bank CIN	10004152024020620517	REF No.	CHO9723637
This is computer generated receipt, hence no signature is required.			

नगन - ७
१५९० / २०२४
२ / ९१

Office of the Collector of Stamp, NagpurCity
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958

Received Adjudication Fee RS. **100/-** vide e-Challan GRN No. **MH012402823202324E** Dated **14-12-2023**.

Tanaji Lahu Gangavane

Collector of Stamps
NagpurCity

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८, च्या तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

Tanaji Lahu Gangavane

मुद्रांक जिल्हाधिकारी
NagpurCity

Case No. **Adj/IGR377/8/2024**

Certificate Number: **CER-NAG-ADJ-IGR377-8-2024**

Market Value/Value (if any): **Rs. 514076500**

Consideration Amount (if any): **Rs. 514076500**

Received from **UNICORN ESTATES** Residing at **Unit No 150, Avior Corporate Park, Nirmal Galaxy, LBS Road, Mulund, Mumbai - 400080**. Stamp duty of **Rs. 25703825/- (Rs. Two Crore Fifty Seven Lakh Three Thousand Eight Hundred and Twenty Five only).** Vide e-Challan GRN No **MH014562983202324E,MH014728458202324E** Dated :- **30-1-2024** The defacement number is **0007838401202324,0007838347202324**.

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 25703825/- (Rs. Two Crore Fifty Seven Lakh Three Thousand Eight Hundred and Twenty Five only) with which this instrument is chargeable under Article Development agreement of Schedule I of the said Act, has been paid.**

This Certificate is subject to the provisions of section 53(A) of the said Act.

Joint Dist. Registrar-I & Collector of Stamps

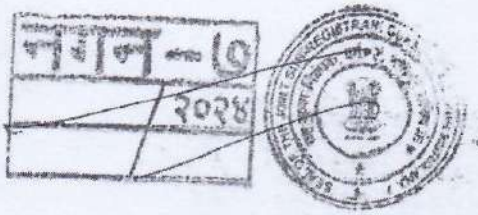
Tanaji Lahu Gangavane

Place: NagpurCity
Date: 4/2/2024

Collector of Stamps
NagpurCity

नगन-७
५५९०/२०२४
३/९१



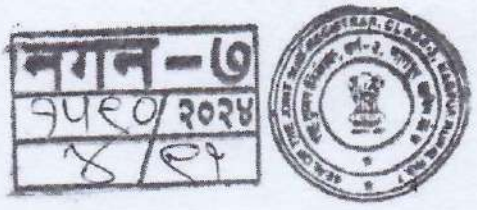




DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter referred to as "**the Agreement**" or "**this Agreement**") is made at Nagpur, on this 07th day of February 2024.

Between



(3)

LUXORA INFRASTRUCTURE PRIVATE LIMITED, {PAN : AABCL2854K } a private limited company incorporated under the Companies Act, 1956 with its Corporate Identification Number U70100MH2007PTC166943, having its registered office at Unit No. 150, Avior Corporate Park, Nirmal Galaxy, LBS Road, Mulund, Mumbai - 400080 through its authorised signatories SHRI Tarun Hundalani (Aadhaar No. 9425 7586 3742) or SHRI Deepak Vasandani (Aadhaar No. 6148 9432 9869), and SHRI Kalpesh Puntambekar (Aadhar 4174 6639 0049) (GM – Finance & Accounts) authorised vide Board Resolution dt. 01/08/2023 and Shareholders Resolution dt. 05/08/2023 certified true copies of the same are attached herewith as an **Annexure- C**, forming part and parcel of this agreement (the "**Owner**", which term shall include its successors, liquidator and permitted assigns) of the **ONE PART.**

AND

UNICORN ESTATES, {PAN : AAHFU9127D} a Partnership Firm having Office at Shop No. 32, Central Avenue, Nagpur 440018 acting through authorized Partners Shri Sanjay Puranmal Agrawal, S/O Puranmal Nandkishore Agrawal, aged about 55 years, Aadhar No. 668474618753, Occupation : Business and Shri Brindesh Agrawal, S/O Goverdhandas Tikamchand Agrawal, aged about 42 years, Occupation : Business (hereinafter referred to as "**Developer**", which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors and permitted assignees) of the **OTHER PART.**

The Owner and the Developer shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

A. By and under various Sale Deeds registered with the Sub-Registrar of Assurances, Nagpur – 7, the Owner purchased land admeasuring 15.69 Hectares bearing Survey Nos. 84/2, 79, 78, 77, 65/2, 76, 85/2, 85/3, 86-A, 86-B/1/1, 86-B/1/2, 86-B/2situated at MAUZA : PIPLA, P. H. No. 38, Tahsil : NAGPUR (RURAL) and District : Nagpur (hereinafter referred to as the "Entire **Land**" and more particularly described in **Schedule** mentioned hereunder).

नगन-७
१५९० / २०२४
५ / ९७

B. The Developer and the Owner being desirous of developing a portion of the said Entire Land as more particularly described in the Schedule hereunder written, bearing Survey Nos. 84/2 (part), 79 (part), 78 (part), 77 (part), 65/2 (part), 76 (part) forming part of property card 1128/2 and admeasuring 4.46 hectares, equivalent to 11.03 acres (**"Phase 1 Land"**) and bearing Survey Nos. 85/2 (part), 85/3 (part), 86-A (part), 86-B/1/1 (part), 86-B/1/2 (part), 86-B/2 (part) forming part of property card 1209 and admeasuring 3.29 hectares, equivalent to 8.13 acres (**"Phase 2 Land"**), and demarcated in red boundaries on the plan attached as **Annexure A**, together admeasuring 7.75 hectares, equivalent to 19.15 acres in total ("**Project Land**"), have come together with a proposal for development of the Project Land. The project proposed to be developed on the Project Land is intended to be a mixed used development along with associated road/amenities/facilities/infrastructure, open spaces etc.

C. Relying upon the representations and covenants of the Developer and Owner under this Agreement made to each other, both have agreed to grant and receive development rights for the development of the Project Land by developing as per Approvals.

D. The Parties have therefore agreed to reduce into writing the terms and conditions of the agreement agreed between them for development of the Project on the Project Land.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. **DEFINITION AND INTERPRETATION**

1.1. **DEFINITION**

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

1.1.1. "**Authority**" means any statutory or governmental authority, regulator whether local or state or central from whom approvals, authorizations, licenses, permissions, consents, no objection certificate are or will be required for purposes of and/or development of the Project on the Project Land as well as for the sale, occupations and use of the Project.

नगन – ७
५५९०/२०२४
६/२९

(5)

1.1.2. "**Applicable Laws**" means and includes any applicable central, state or local law, statute, ordinance, rule, regulation, code, bye-law, government order or direction, permission, judgment, decree or order of a judicial or a quasi judicial authority.

1.1.3. "**Approvals**" means and includes all approvals, sanctions, permissions and licenses from, or filings with, any government or other competent Authority or otherwise required for development, completion, sale and occupation of the Project to be constructed on the Project Land in terms of this Agreement.

1.1.4. "**Development**" shall mean and include all works pertaining to the sanction, development, completion of the plotted development Project on the Project Land.

1.1.5. "**Development Cost**" shall mean and include all such cost incurred towards the Development and sale of the Project Land.

1.1.6. **"Encumbrance"** means any kind of security interest of whatsoever nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, (ii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, or refusal or transfer restriction in favor of any Person, and (iii) any adverse claim as to title, possession or use.

1.1.7. "**Effective Date**" means the date of execution of this Agreement.

1.1.8. "**Plan**" means the plotted lay out plans and shall include all amendments and/or modifications thereon sanctioned by the competent Authority required for completion and occupation of the Project.

1.1.9. "**Phase 1 Development**" shall mean and include, on Phase 1 Land bearing Survey Nos. 84/2 (part), 79 (part), 78 (part), 77 (part), 65/2 (part), 76 (part) forming part of property cards 1128 and_24 (which shall be sub-divided in due course) and admeasuring 4.46 hectares, equivalent to 11.03 acres , a mixed used development along with (i) development of amenity plot (ii) associated road /facilities/infrastructure/open space / public utility as documented by the Parties and as per the prevailing DCR

1.1.10. "**Phase 2 Development**" shall mean and include, on Phase 2 Land bearing bearing Survey Nos. 85/2 (part), 85/3 (part), 86-A (part), 86-B/1/1 (part), 86-B/1/2 (part), 86-B/2 (part) forming part of property card 1209(which shall be sub-divided in due course) and admeasuring 3.29 hectares, equivalent to 8.13 acres , a mixed used development along with (i) development of amenity plot (ii) associated road /facilities/infrastructure/open space/ public utility as documented by the Parties and as per the prevailing DCR

1.1.11. "**Project**" shall mean and include each and everything on the land forming part of the Phase 1 plotted Development and Phase 2 plotted Development

1.1.12. "**Purchaser**" shall mean a person and/or his/her/their nominee to whom any Unit i.e. residential plots / row house / villa/ flats/ public utility or anything in the Project has been sold or agreed to be transferred.

1.1.13. "**RERA**" means the Real Estate (Regulation and Development) Act, 2016 together with the rules and notifications framed thereunder, or any statutory amendment or re-enactment thereof.

1.1.14. **"Revenues"** to include all monies, consideration (whether monetary or otherwise) arising out of sale proceed collected (net of taxes (but not TDS) as applicable) as agreed in the Agreement to sale/ Sale Deed to the extent of Basic Sale Price and preferred location charges only. All pass-through charges shall be excluded from the definition of revenue, including stamp duty, registration charges, legal charges (if any) and GST.

1.1.15. **"Sale Properties"** shall mean, collectively the Units

1.1.16. "**Unit**" shall mean anything having value on the Phase 1 and Phase 2 land including but not limited to the lay out plot and/or other space/s (including Public Utility land) in the Project being area capable of being exclusively occupied and enjoyed independently and including the proportionate share of the common area attributable to the said Unit.

नगन-७
७५८० / २०२४
८/९१

(7)

1.2. **INTERPRETATION**

1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

1.2.2 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.2.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.2.4 Unless otherwise stated time will be the essence of contract for the purpose of either Party's obligations under this Agreement.

1.2.5 Unless otherwise stated references to clauses, sub-clauses relate to this Agreement.

1.2.6 Words or phrases used in this Agreement which are not defined in Clause 1.1 above may be defined in the context in which they are used, and shall have the respective meaning there designated, unless the context otherwise requires.

1.2.7 References to Recitals, Schedules, Annexure, Clauses etc. unless the context otherwise requires, means reference to the recitals, schedules, annexure, articles, clauses of this Agreement.

1.2.8 The Schedules and Annexure form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of this Agreement.

1.2.9 The recitals as contained hereinabove shall form an integral and operative part of this Agreement as if the same are set out herein verbatim.

1.2.10 Any undertaking by any of the Parties hereto not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.

1.2.11 References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.

1.2.12 Notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Party is required to perform any obligations or complete any activity, shall be extended on the mutual consent of the Parties by such period as may be required to comply with its obligation, provided, that, the Party that is required to comply with such obligation shall act in good faith and take all necessary steps to ensure compliance within the minimum time possible.

2. DEVELOPMENT RIGHTS

2.1 The Owner hereby grants and assigns unto the Developer right to develop the Project Land at its own cost and expense and sale in accordance with the Approvals as may be sanctioned by the concerned Authority and in accordance with the Applicable Laws & as per the prevailing Development Control Regulations in force.

2.2 The Project shall be constructed in accordance with the Applicable Laws.

2.3 On and from the Effective Date, the Developer shall entirely at its own cost, risk, expense and responsibility obtain such Approvals sanctions, certificates, letter of intent, order to proceed with the development of the Project Land from the concerned Authority and other development work to be carried out on the Project Land. The Developer shall obtain the Approvals required for development purposes from the relevant authorities in the name of the Owner entirely at its own cost, risk, expense and responsibility. The Owner has provided all copies of NOCs and other documents of the Phase 1 & Phase 2 lands obtained till the effective date. (To be received before execution)

नगन-७ ५५९/२०२४ १०/२९

(9)

2.4 The Developer shall obtain all the required approvals and on receipt of requisite permissions commence the development work within reasonable time period from the Effective Date.

2.5 The Developer shall develop at least 50% of the said Project within 60 months from the Effective Date which can be extended by mutual understanding. The time required for getting the information, documents etc. from the Owner by the Developer which stalls the development work shall be excluded from such time, provided such information, documents directly impacts the timeline of the Project and reasonable time is given by the Developer for their provision.

3. PERMISSION TO ENTER

3.1 On and from the Effective Date, the Developer, its representatives and workmen will have the license and authority to enter upon the Project Land for commencing and completing the development and work as contemplated under this Agreement and for implementing other purposes of this Agreement. The license hereby granted to the Developer by the Owner shall be deemed to be license given to the Developer under the provisions of the Indian Easement Act, 1882. It is clarified that the authority to enter so granted in favour of the Developer shall not in any manner be construed as delivery of possession of the Project Land by the Owner in part performance of this Agreement under section 53-A of the Transfer of Property Act or under the provisions of the Income Tax Act, 1961 till the time entire Advance, as defined herein below in para 6 of this agreement, are received by the owner. On receipt of the entire consideration amount by the Owners, as enumerated in Cl. 6, the Developer shall be deemed to be in constructive possession of the entire land for all purposes.

3.2 The Owner undertakes that, subject to the terms of this Agreement and the compliance thereof by the Developer, it shall not in any way obstruct or prevent the development work to be carried by the Developer on the Project Land or in the transfer of the Sale Properties by the Developer and shall further not do or omit to do any act, matter or thing whereby the Developer may be prevented or obstructed from carrying out the development of the Sale Properties as provided in this Agreement.

नागपूर-10
9480/2028
99/59

4. PLANS AND DEVELOPMENT APPROVALS

4.1 On and from the Effective Date, the Developer shall be entitled to, as the Power of Attorney holder of the Owner, prepare or cause to be prepared all necessary layouts, Plans, drawings and designs for the development of the Project on the Project Land. The Developer shall be entitled to appoint such architects as may be necessary for preparing the Plans. The Plans prepared by the Developer or its architects shall be as per Applicable Law.

4.2 The Developer shall be entitled to modify the layouts, Plans, drawings and designs and submit fresh plans from time to time as may be decided by the Developer with prior written intimation to the Owner, and provided that the Developer shall at all times ensure that the Plans and any amendments thereto shall be prepared competently and professionally so as to provide for a decent and prestigious Project free from any design defect and fit for the purpose for which the same is to be used.

4.3 The Developer shall further be entitled to, at its own cost, obtain all Approvals including permissions, consents, sanctions, certificates, letter of intent, orders required for the purpose of development, completion and sale of the Project. The Developer shall obtain such Approvals in the name of the Owner and all applications, documents, forms and other papers submitted with any Authority for such Approvals shall be executed by the Developer as the Power of Attorney holder of the Owner.

5. DEVELOPMENT OF PROJECT

5.1 The Developer shall, subject to the sanction of the lay out Plans and Development Approvals, be entitled to carry out and complete the development, completion and sale of the Project in accordance with the sanctioned plotted development Plans and specifications and the terms and conditions contained in the Development Approvals.

5.2 For the aforesaid purpose of development, completion and sale of the Project, the Developer shall be entitled to appoint an experienced and competent professional team including architects, engineers and civil contractors for undertaking development of the Project and shall further be entitled to supervise, monitor and co-ordinate on the performance and operations of all such architects, engineers and civil contractors. In case of any disputes between the Developer and such architects, engineers, civil

Collector of Stamps
नगन - ७
१५९०/२०२४
९२/९१

(11)

contractors or other workmen, suppliers of materials and other Persons in respect of the development, completion and sale of the Project, the same shall be dealt with and settled solely by the Developer and the Owner shall in no manner be responsible or liable for the same.

5.3 After the Execution Date, notwithstanding the generality of the above, the Developer shall, at its own cost and risk, be entitled to and be solely responsible for doing, executing and carrying out all such acts, deeds and things necessary for development, completion and sale of the Project including the following:

(i) To prepare or modify the Plans, to sign and submit or cause to be submitted the same to the Municipal Authorities and other concerned local Authorities, whose approvals are necessary for sanctioning of the Plans, and also to sign, file and submit all applications, petitions and affidavits as may be required for the purpose of getting such Plans sanctioned by the Municipal Authorities and other concerned local Authorities and also to appear before the concerned Authorities and their officers in connection with the matters and cases arising out of such applications, petitions and affidavits.

(ii) To apply and obtain from the Municipal Authorities and other concerned local Authorities all such Development Approvals as may be necessary for the development, completion and sale of the Project as envisaged in this Agreement and to do and perform all such acts connected therewith or pertaining thereto.

(iii) To make and submit all applications in respect of or relating to the Project or any part thereof and/or in respect of the proposed Project to all concerned Authorities and boards such as the concerned Municipal Authority, MSEB, Water Supply and Sewerage Board, Chief Fire Officer, Aviation Authority, Pollution Control Boards, concerned Police Authority and/or any other Person or Authority and to obtain all legal orders and Development Approvals including the IOD, commencement certificate, Release Letters as may be necessary to be obtained from any Authority under Applicable Law for the time being in force for the purpose of preparing, commencing, completing the development, sale of the Project and for all other purposes contemplated under this Agreement.

नवन - ७
९५९०/२०२४
९३/५१

(iv) To make payment of all deposits/ security fees, premiums and other charges payable to the concerned Municipal Authorities and/or other concerned local Authorities for obtaining the Development Approvals in connection with the development of the Project and obtaining refund thereof, wherever applicable

(v) To carry out all the infrastructure works in respect of the Project Land including leveling of the Project Land, laying of roads, street lights, recreation gardens, boundary walls, electrical sub-stations, installation of storm water pipelines, drainage, etc. and all other amenities and services on the Project Land as per the requirement of the Municipal Authorities and/or any other concerned local authorities.

(vi) To sign and submit applications and such other papers and documents as may be necessary for the purpose of obtaining supply of electricity, gas, water, sanitary and other amenities for the Project Land and the Sale Properties to be constructed and developed thereon.

(vii) To approach various Authorities for obtaining various service connections for development of the Project Land and/or the proposed Sale of Properties to be constructed and developed thereon.

(viii) To obtain and give rights of way, access, right to lay drains, water mains, electric cables, telephone and telegraph cables etc., underground and/or overhead, as the case may be, and for that purpose to obtain, give, sign, execute and deliver all deeds, agreements, writings etc. as may be necessary.

(ix) To make applications to the competent Authorities and to give all undertakings and/or guarantees as may be required or thought convenient or proper by the Developer for the aforesaid purposes.

(x) To employ labour, workmen, contractors, sub-contractors and all other personnel (skilled and unskilled) as may be required by it to carry out the development work as contemplated in this Agreement and to pay the wages, remuneration and salary of such workmen, contractors, sub-contractors and all other personnel and to comply with all laws and regulations from time to time in force in that behalf.

(13)

(xi) To appoint or remove from appointment architects, surveyors, structural engineers, civil contractors, RCC specialists, soil survey experts and other professionals for carrying out the development of the Project.

(xii) To commence, carry on and complete the development of the proposed Sale Properties on the Project Land in accordance with the Plans as may, from time to time, be approved by the concerned Authorities, with such modifications, amendments, alterations or variations thereto as may be required by the Developer.

(xiii) Develop the Project as per any approved Sanction Plan by the relevant Appropriate Authorities

(xiv) To put up or erect sign boards of the Developer upon the Project Land and also to advertise, market the project in its name.

(xv) To make payment of all costs and expenses relating to development of the Project, premiums, scrutiny fees, development charges, deposits (refundable or otherwise) and other charges for obtaining various Development Approvals.

(xvi) To obtain material/ raw materials for development work like steel, cement, bricks and other building materials and equipments.

(xvii) To ensure that the Project Land remains free from all encroachments and take all steps necessary to remove encroachments if any.

(xviii) To make the necessary arrangements for adequate security in and around the Project Land, ensuring that there is no interference or hindrance from any encroacher, protestor, trespasser or any other Person not entitled to be on the Project Land and the Developer shall be solely responsible for any acts, omissions, or defaults of any such Persons during the period beginning from the Execution Date and ending on the Project Completion.

(xix) To establish a safety programme with all reasonable and proper steps for protecting, securing, lighting and guarding all places on or about the Project Site which may be dangerous to any Person on the Project Site or to any member of the public and accordingly the Developer shall maintain at its costs sufficient lights, guards and fencing, where necessary or required by any Authority for the safety and convenience of all Persons on the Project Site and members of the public.

(xx) To not use or allowed to be used, the Project Site for any purpose other than for the execution of the Project.

(xxi) To pay, on and from the Execution Date, all outgoings, including municipal tax, land tax, rent, revenue and other charges whatsoever, payable for and on account of the Project Land for the period starting from execution date and to receive in its name, refunds and sale consideration, other moneys, including, compensation of any nature and to grant valid receipts and/or discharges therefore relating to Project Land.

(xxii) To Market and advertise the Project for sale of the Sale Properties and for that purpose undertake publicity campaign through advertisements, brochures, electronic and print media in accordance with the terms of this Agreement in its name.

(xxiii) To execute and/or present for registration, the Sale Agreements, Sale deeds for sale of the Units, Sale Properties to be developed on the Project Land and the undivided interest or share in the land comprised in the Project Land along with all rights in the Common Areas and facilities in favour of the Purchasers and to receive the consideration for the same in the name of developer.

(xxiv) To appear and represent before the Registrar or Sub-Registrar of Assurances or other Officers of the Government to accept conveyances, agreements for sale, sale deeds, deeds of transfer, etc. and to execute and present the same for registration of the same and to complete all registration formalities by admitting execution thereof and discharge the registration receipts.

(xxv) To negotiate with the prospective Purchasers and/or transferees for sale and/or transfer of the Sale Properties, and the undivided interest or share in the land comprised in the Project Land on

नगन - ७
१५६० / २०२४
९६/२१

(15)

such terms and conditions as the Developer may think fit and proper and to receive the entire consideration in its name for and in respect of the aforesaid sale and/or transfer and to give receipt for the same.

(xxvi) To commence, prosecute and defend any action, suit, appeal or proceedings in a competent court or before any other authority to protect the right title and interests of the Parties in respect of the Project Land and/or the Project and in connection therewith to make sign, verify, plaints, petitions, written statements, vakalatnamas or warrant of attorney, memorandum of appeal and/or other papers and documents to be filed therein or otherwise required in connection therewith.

(xxvii) To appear before any judge, court, tribunal, Authority, officer including Municipal office, collector's office, police, or other Authorities and to do all things necessary in connection with the actions, suits, appeals and/or other proceedings or cases before the aforesaid offices relating to or concerning the Project Land and/or the Project.

(xxviii) To serve and accept service of summons, notices, warrants, subpoenas or other process of court and other concerned Authorities and to do all things necessary in connection with the suits, actions or proceedings as aforesaid relating to the Project Land and/or the Project.

(xxix) To retain, employ and discharge counsels, advocates, attorneys, solicitors, etc. to conduct the action, suits, appeals and proceedings as aforesaid relating to or concerning the Project Land and/or the Project.

(xxx) To compromise and settle, all or any of the actions, suits, appeals and other proceedings as aforesaid relating to the Project Land and/or the Project upon such terms and conditions as may not in any manner affect injuriously or be prejudicial to the Parties.

(xxxi) To take all reasonable action as is available to the Developer to challenge and to mitigate the effects of any suits or other proceedings filed by any Authority, trade union, environmental group or any other Person or organization to prevent, restrict, prohibit or otherwise challenge the Project, which might reasonably be expected to materially and adversely affect the implementation of the Project

नगन-७
१५९०/२०२४
१६/५१