

AGREEMENT OF RE-DEVELOPMENT

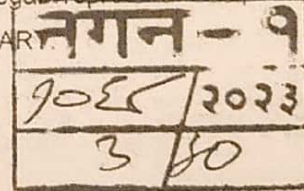
OWNER SHARE VALUE RS. 2,08,98,000/- ONLY

DEVELOPER SHARE VALUE RS.2,04,55,000/- ONLY

(Item No. 27.409/40, Page No. 683, Rate Rs. 37,740/- Per Sq. Mtrs.)

THIS AGREEMENT OF RE-DEVELOPMENT is made on this 12th Day of JANUARY, 2023 BETWEEN (1) a) SHRI. CHANDRAKANT S/o DEORAOJI KADWE (PAN – ACPK5820)(Aadhar No. 4408 8547 8898), Aged 60 Years, Occupation – Retired (b) MRS. SUNITA W/o CHANDRAKANT KADWE, Aged 54 Years, Occupation – Service (PAN – AAEPH5946C)(Aadhar No. 5371 0185 2827), (2) SHRI. PURUSHOTTAM S/o PUNDLIKRAO SONONE, (PAN – AENPS2553K)(Aadhar No. 6059 8825 9132) Aged 62 Years, Occupation – Retired; (3) SHRI. VITTHAL S/o RAMDAS BHAMBURKAR (PAN – ABNPB1281E)(Aadhar No. 3398 1324 2541) Aged 74 Years, Occupation – Retired; (4) SHRI. SURENDRA S/o SHRIDHARRAO NAKADE (PAN – AASPN4452H) (Aadhar No. 9714 0972 8050) Aged 68 Years, Occupation – Retired, (5) SHRI. RAVINDRA S/o NARAYANRAO TIDKE (PAN – AATPT5639B)(Aadhar No. 6811 1645 3509) Aged 69 Years, Occupation – Retired, (6) MRS. SANGEETA W/o PRADEEP SALVE (PAN – AFHPS2795E)(Aadhar No. 3284 9968 5354) Aged 56 Years, Occupation – Housewife, All Residents of Shivneri Apartments, Plot No. 142-B, (Pande Layout) Khamla, Nagpur, 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 PARTY.

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M/S. OMKARA BUILDCON (PAN – AAIFO0745N), A Partnership Firm having its Office at 180, Bajaj Nagar, Nagpur and acting through its Partners (1) **SHRI. SADANAND S/o MADHAVRAO KOKATE, (PAN – AHXPK1406G)** Aged 51 Years, Occupation – Business, Resident of Plot No. 54, Pandurang Gawande Lay-out, Telecom Nagar, Nagpur-440022, Tahsil and District – NAGPUR; (2) **SHRI. VITTHAL S/o RAMCHANDRA BAJIRAO, (PAN – AFUPB9196D)** Aged 51 Years, Occupation – Business, Resident of 40, Bajaj nagar, Nagpur-440010, Tahsil and District – NAGPUR, AND (3) **SHRI. RAVINDRA S/o SEWAKRAM SONKUSARE, (PAN – AROPS0414M)** Aged 45 Years, Occupation – Business, Resident of Flat No.101, Gajanan Apartment-2, Plot No.1, Wanjari Nagar, Nagpur - 440003, 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 DEVELOPER, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of Land bearing Plot No. 142, containing by admeasurement 882.578 Sq.Mtrs. being a portion of the entire land bearing Kh. No. 71, 72, 73 of Mouza – KHAMLA, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR, Originally belonged to Shri. Chandrabhal Shivshankar Tiwari, having acquired the same by him from Shri. Ganpat S/o Yadavrao Pande, by a Sale Deed Dated 05-06-1939, which is duly Registered in the Office of the Sub-Registrar Nagpur in Book No. 1, Volume No. 5 on Pages 265 to 266 at Sr. No. 673 on 12-06-1939; AND

WHEREAS the said Shri. Chandrabhal Shivshankar Tiwari lateron transferred the aforesaid property the said Plot No. 142 by way of sale to Shir. Damodar S/o Hari Sahastrabhojane, by a Sale Deed Dated 19-10-1942. which is duly Registered in the Office of the Sub-Registrar Nagpur in Book No. 1, Volume No. 24 on Pages 130 to 133 at Sr. No. 1700 on 20-10-1942; AND

WHEREAS consequent upon the death of the Shri. Damodar Hari Sahasrabhojane, which occurred on 30-11-1943, the aforesaid property devolved upon his four Sons namely i) Shri. Janardhan, ii) Shri. Madhukar iii) Shri. Mukund and iv) Shri. Bhaskar by way of intestate succession. That by a Release Deed Dated 22-06-1972. Shri. Janardhan Sahasrabhojane and Shri. Bhaskar Sahatrabhojane Relinquished all their rights and interest in the aforesaid property in favour of their 2 Brothers namely 1) Shri. Madhukar and 2) Shri. Mukund. That as a result therefore said Shri. Madhukar Sahatrabhojane and Shri. Mukund Sahastrabhojane jointly became the absolute and full owners of the said property bearing Plot No. 142 with heritable and transferable rights therein; AND

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(31) THAT if the F.S.I. in relation to the said Plot No. 142-B is increased during the period of construction of the said Building/Scheme and after completion also then in such event such increased F.S.I. shall always belong to the Owner and it shall have absolute right and full authority to use and consume the same in its absolute discretion.

(32) THAT the Developer shall handover complete set of documents such as Apartment Deed, DOD, sanctioned plan occupation certificate etc. of the concerned flat to individual flat owner after completion of project.

SCHEDULE REFERRED TO ABOVE

ALL THAT Piece and Parcel of land bearing Plot No. 142-B "Shivneri Apartment" containing by admeasurement 4750 Sq.Ft. in (441.289 Sq. Mtrs.) of Mouza - KHAMLA, bearing City Survey No. 2098/214 and Sheet No. 234/31, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District - NAGPUR and bounded as under :

ON THE EAST - PLOT NO. 143.

ON THE WEST - PLOT NO. 142-A

ON THE NORTH - PLOT NO. 137.

ON THE SOUTH - 9.00 MTRS ROAD AND BYOND
PLOT NOS. 164 AND 165

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