

transfer of land, cost of construction and
the Owner Society/Consentors indemnified against the same.

(26) THAT the Developer shall be at liberty to engage Architect, RCC Consultant, Engineer, Surveyor, Accountant, Skilled and unskilled labor and other professionals etc. at its own cost and on such terms and conditions and for such remuneration as it deems fit and proper, to terminate the services of any of them and to appoint others in place of those whose services are terminated. The Owner Society and the Consentors shall not interfere with any labors/persons appointed by the Developer as well as with the construction activity on the site until it is in accordance with terms and conditions of this Agreement.

(27) THAT after completion of the Project if the F.S.I. increases, then in such event such increased F.S.I. shall be used and consumed by the Owner Society. On completion of the Building the Developer shall not have any claim on any open space provided to the said Building or on the Top/Terrace of the said Project.

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

(29) THAT all expenses on account of preparation of this Agreement of Real Estate Development including the cost of Stamp Duty and Registration Fees payable thereon have been borne and paid by the Developer.

(30) THAT the Developer at its own costs and expense shall register the proposed Project to the provisions of The Real Estate (Regulation and Development) Act, 2016 i.e. Maharashtra Real Estate Regulatory Authority, if applicable.

SCHEDULE REFERRED TO ABOVE

ALL THAT Piece of land containing by admeasurement 9785 Sq. Ft. (OR 909.02 Sq. Mtrs.) comprising the Northern Portion of Plot No. 937/A containing by total admeasurement 11349 Sq. Ft. (OR 1054.73 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 71/3 and 72/2 of Mouza - LENDHRA, bearing Corporation House Nos. 397/A and 392/5, City Survey No. 189 and Sheet No. 26 of Mouza -

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Contd. . .

LENDHRA, situate Beside Vazalwar Lawn, Vazalwar Colony, Khare Town, Dharampeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District - NAGPUR and bounded as under :-

ON THE EAST	-	PLOT NO. 937.
ON THE WEST	-	PLOT NO. 937/B.
ON THE NORTH	-	30 FT. WIDE ROAD.
ON THE SOUTH	-	PLOT BELONGING TO PANKAJ PRABHA HOUSING SOCIETY.

IN WITNESS WHEREOF the OWNER SOCIETY, the DEVELOPER and the CONSENTORS hereinabovenamed, have hereto set their respective hands and signed this DEED OF AGREEMENT OF RE-DEVELOPMENT at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Adv. A.S. Lele

WITNESSES :

(1) *P.D. / [Signature]*



FOR GOKUL CO-OPERATIVE
HOUSING SOCIETY LIMITED, NAGPUR

(2) *[Signature]*



Sharad B

(SHARAD GOPIDAS BAGDI)

President



Deepika D. Thakkar

(MRS. DEEPIKA DEEPAK THAKKAR)

Secretary

OWNER SOCIETY.



पुनर्निर्माण - ४

AND (11) MRS. BINA W/o DINESH THAKKAR, Aged 76 Years, Occupation - Housewife (PAN AJRPT7124J & AADHAR 7627 9478 2918), All Residents of Gokul, Plot No. 937/A, Behind Vazalwar Lawn, Vazalwar Colony, Khare Town, Dharampeth, Nagpur-440010, Tahsil and District - NAGPUR, hereinafter all jointly called the CONSENTORS, which expression shall unless repugnant to the context or meaning thereof always mean and include the said CONSENTORS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the THIRD PART.

WHEREAS the Owner Society hereinabovenamed is a Co-operative Housing Society duly Registered under The Maharashtra Co-operative Societies Act, 1960 and is sub classified as a Tenant Co-partnership Housing Society meaning thereby that