

267/9541

पावती

Original/Duplicate

Tuesday, October 31, 2023

नोंदणी क्र.: 39म

3:57 PM

Regn.: 39M

पावती क्र.: 14534

दिनांक: 31/10/2023

गावाचे नाव: Bhamati

दस्तऐवजाचा अनुक्रमांक: नगन4-9541-2023

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स स्टार लिंक बिल्डर्स र्मफे प्रोप्रा. आशय दीपक कुकडे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

**DELIVERED**

एकूण:

रु. 31000.00

आपणास मूळ दस्त , र्थबनेल प्रिंट, सूची-२ अंदाजे  
4:16 PM ह्या वेळेस मिळेल.सह दुय्यम निबंधक ~~NSP2~~  
नागपूर शहर क्र. ४

बाजार मूल्य: रु. 14112000/-

मोबदला रु. 23545500/-

भरलेले मुद्रांक शुल्क : रु. 1177300/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 1000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1023318003655 दिनांक: 31/10/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH010300912202324E दिनांक: 31/10/2023

बँकेचे नाव व पत्ता:

*Kubde*



CHALLAN  
MTR Form Number-6



GRN	MH010300912202324E	BARCODE	[Barcode]		Date	30/10/2023-20:05:04	Form ID	25.1	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				NCP4_JT NAGPUR NO 4 SUB REGISTRAR					
Location				NAGPUR					
Year				2023-2024 One Time					
Account Head Details			Amount In Rs.		Premises/Building				
0030046401 Stamp Duty			1177300.00		Road/Street				
0030063301 Registration Fee			30000.00		Area/Locality				
					Town/City/District				
					PIN				
					4 4 0 0 2 2				
				Remarks (If Any)					
				SecondPartyName=SHRI PRAMOD PRALHADRAO JOSHI AND					
				OTHERS-					
				Amount In					
				Twelve Lakh Seven Thousand Three Hundred Rupees On					
				Words					
				by					
Total				12,07,300.00					
Payment Details				CENTRAL BANK OF INDIA					
				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		02810672023103040176 779918861	
Cheque/DD No.				Bank Date		RBI Date		30/10/2023-20:06:55 Not Verified with RBI	
Name of Bank				Bank-Branch		CENTRAL BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 9921859938

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

सधर चलय केवळ दुय्यम निबंधक कार्यालयात नोंदणी करण्याच्या दस्तऐवजासाठी लागू आहे. नोंदणी व संपन्न्याच्या दस्तऐवजासाठी सधर चलन लागू नाही.

नगन-४  
२५/१०/२०२३  
१/५०



नगन-४  
०५/११/२०२३  
२/४०



## AGREEMENT OF RE-DEVELOPMENT

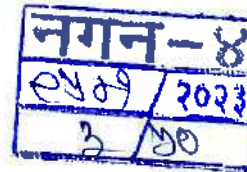
MARKET VALUE OF RS.2,35,45,500/-

CONSIDERATION OF RS.2,35,45,500

THIS AGREEMENT OF RE-DEVELOPMENT IS MADE ON THIS 31<sup>st</sup> DAY OF OCTOBER, 2023 AT NAGPUR.

BETWEEN

- 1) SHRI PRAMOD PRALHADRAO JOSHI (PAN : AAWPJ3136A) (AADHAR : 2916 3715 6896), aged about 74 yrs, Occupation – Retired, R/o. Apartment No.1, Dhananjay Apartment, Near Aji Ajoba Park, Deendayal Nagar, Nagpur 440022 (OWNER OF APARTMENT NO. 1 ON GROUND FLOOR HAVING BUILT UP AREA 70.00 SQ. MTRS.)
- 2) SHRI DHANANJAY VASANTRAO DORLE (PAN : AGMPD8308C) (AADHAR : 4272 6479 6180), aged about 58 yrs, Occupation – Service, R/o. Apartment No.2, Dhananjay Apartment, Deendayal Nagar, Nagpur 440022. (OWNER OF APARTMENT NO. 2 GROUND FLOOR HAVING BUILT UP AREA 70.00 Sq. Mtrs.)
- 3) SHRI SANJAY MADHUKARRAO TANKSALE ((PAN : AAYPT1793M) (AADHAR : 6377 8973 1849), aged about 69 yrs, Occupation – Retired, R/o. Apartment No.3, Dhananjay Apartment, Near Aji Ajoba Park, Deendayal Nagar, Nagpur 440022. (OWNER OF APARTMENT NO. 3 ON FIRST FLOOR HAVING BUILT UP AREA 70.00 SQ. MTRS.)
- 4) SHRI DIGAMBER VISHVESHWAR MATHKAR (PAN : ABXPM2384D) (AADHAR : 7792 9148 8776), aged about 71 yrs, Occupation – Retired, R/o. Apartment No.4, Dhananjay Apartment, Deendayal Nagar, Nagpur 440022. (OWNER OF APARTMENT NO. 4 FIRST FLOOR HAVING BUILT UP AREA 70.00 SQ. MTRS.)
- 5-A) PRABHAKAR WASUDEO DEOGADE, (PAN : ACAPD6285A) (AADHAR : 2139 8363 4198), aged about 80 yrs, Occupation – Retired, R/o. Apartment No.5, Dhananjay Apartment, Near Aji Ajoba Park, Deendayal Nagar, Nagpur 440022.
- 5-B) SIMA PRABHAKAR DEVGADE, (PAN : BEBPD0217E) (AADHAR : 5341 6847 9814), aged about 76 yrs, Occupation – Housewife, R/o. Apartment No.5, Dhananjay Apartment, Near Aji Ajoba Park, Deendayal Nagar, Nagpur 440022. (OWNER OF APARTMENT NO. 5 SECOND FLOOR HAVING BUILT UP AREA 70.00 Sq. Mtrs.)
- 6) SMT. JYOTI WD/O LATE SURESH SHEMBEKAR (PAN : AFPPS6797C) (AADHAR : 8691 9235 9976), aged about 70 yrs, Occupation – Household, R/o. Apartment No.6, Dhananjay Apartment, Near Aji Ajoba Park, Deendayal Nagar, Nagpur 440022. (OWNER OF APARTMENT NO. 6 – ON SECOND FLOOR HAVING BUILT UP AREA 70.00 SQ. MTRS.)



(2)

hereinafter all jointly called the "APARTMENT/FLAT OWNERS", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said APARTMENT/FLAT OWNERS/GRANTORS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the PARTY NO. 1.

AND

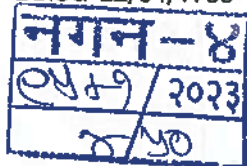
**M/S. STAR LINK BUILDERS**, a Proprietary Concern, having its office at 95, Park View-4 Apartment, Saraswati Layout, Dindayal Nagar, Nagpur - 440 022, acting through its Proprietor **SHRI AASHAY S/o DEEPAK KUKDE, (PAN CBJPK4434Q), (UID 4912 9630 1873) (MB NO. 9921859938)** aged about 31 years, Occupation: Business, R/o 95, Park View - 4 Apartment, Saraswati Layout, Dindayal Nagar, Nagpur - 440 022 hereinafter called the "**DEVELOPER**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **DEVELOPER** and, as well as their heirs, legal representatives, executors, administrators, successors and assigns of the PARTY NO. 2

WHEREAS, the APARTMENT/FLAT OWNERS from Sr. Nos. 1 to 6 of PARTY NO. 1 are the owners of ALL That Piece and Parcel of land bearing **PLOT NO. 48, ADMEASURING 351.00 SQ. MTRS.**, in the M/S SARASWATI CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, being a portion of the entire land bearing Khasra Nos. 80/1, 80/2, 80/4, 79, 78, 80/3, 82/1 & 82/2, bearing **CITY SURVEY NO. 43/1, SHEET NO. 39 of MOUZA : BHAMTI**, TOGETHERWITH the existing building standing thereon, each consisting of various self contained separate apartments therein, Situated in Deendayal Nagar, Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 75 Nagpur, in Tahsil and District Nagpur.

AND WHEREAS a brief history of title chain in respect of aforesaid property is described hereinunder :-

#### DHANANJAY APARTMENT

AND WHEREAS ORIGINALLY ALL That Piece and Parcel of land bearing concerned **PLOT NO. 48 ADMEASURING 351.00 SQ. MTRS.**, was PURCHASED BY Mrs. **Meera Avinash Pandit** from M/S SARASWATI CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR by way of Registered Sale Deed dated 22/04/1980 which is duly registered in the office of Sub Registrar,



Nagpur at Serial No. 909(P), Volume No. 320, Pages 121 to 123, in additional Book No. 1 on even date.

**AND WHEREAS** the said **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction through its Managing Partner Sudhir Mahadeo Pophali** has developed concerned land bearing **PLOT NO. 48 ADMEASURING 351.00 SQ. MTRS.**, and constructed a multistoried building thereon by obtaining sanctioned from the competent authority. The said multi-storeyed building is named and styled as "Dhananjay Apartment" which consists of six separate residential apartments respectively owned by the party no. 1 herein. The holdings of each such apartment owner is separately mentioned as under:

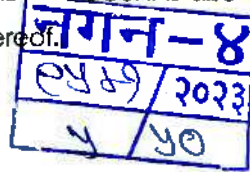
**APARTMENT NO. 1**

**AND WHEREAS** the owner **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction through its Managing Partner Sudhir Mahadeo Pophali** sold the said Apartment No. 1 to **Mrs. Hemlata W/o Shri Chinmayichari Chellapalli** by way of **Sale Deed dated 03/08/1995** which is duly registered in the office of Sub-Registrar Nagpur-8 at Serial No. 2354, Volume No. 446, Pages 181 to 190, in additional Bok No. 1 on even date. Thus the name of **Mrs. Hemlata W/o Shri Chinmayichari Chellapalli** is also duly mutated in the record of City Survey, as owner thereof.

**AND WHEREAS** the owner **Mrs. Hemlata W/o Shri Chinmayichari Chellapalli** sold the said Apartment No. 1 to Grantor No. 1 i.e. **SHRI PRAMOD PRALHADRAO JOSHI** by way of **Sale Deed dated 28/03/2001** which is duly registered in the office of Sub-Registrar Nagpur-9 at Serial No. 2211, Volume No. 1262, Pages 139 to 145, in additional Bok No. 1 on even date. Thus the name of **SHRI PRAMOD PRALHADRAO JOSHI** is also duly mutated in the record of City Survey, as owner thereof.

**APARTMENT NO. 2**

**AND WHEREAS** the owner **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction through its Managing Partner Sudhir Mahadeo Pophali** sold the said Apartment No. 2 to Grantor No. 2 i.e. **SHRI DHANANJAY**



**VASANTRAO DORLE** by way of **Sale Deed** dated **03/08/1995** which is duly registered in the office of Sub-Registrar Nagpur-8 at Serial No. 2355, Volume No. 446, Pages 191 to 200, in additional Bok No. 1 on even date. Thus the name of **SHRI DHANANJAY VASANTRAO DORLE** is also duly mutated in the record of City Survey, as owner thereof.

**APARTMENT NO. 3**

**AND WHEREAS** the owner **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction** through its Managing Partner **Sudhir Mahadeo Pophali** sold the said Apartment No. 3 to Grantor No. 3 i.e. **SHRI SANJAY MADHUKARRAO TANKSALE** by way of **Sale Deed** dated **03/08/1995** which is duly registered in the office of Sub-Registrar Nagpur-4 at Serial No. 2356, Volume No. 447, Pages 1 to 10, in additional Bok No. 1 on even date. Thus the name of **SHRI SANJAY MADHUKARRAO TANKSALE** is also duly mutated in the record of City Survey, as owner thereof.

**APARTMENT NO. 4**

**AND WHEREAS** the owner **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction** through its Managing Partner **Sudhir Mahadeo Pophali** sold the said Apartment No. 4 to Grantor No. 4 i.e. **SHRI DIGAMBER VISHVESHWAR MATHKAR** by way of **Sale Deed** dated **03/08/1995** which is duly registered in the office of Sub-Registrar Nagpur-8 at Serial No. 2368, Volume No. 168, Pages 117 to 131, in additional Bok No. 1 on even date. Thus the name of **SHRI DIGAMBHAR VISHWESHWAR MATHKAR** is also duly mutated in the record of City Survey, as owner thereof.

**APARTMENT NO. 5**

**AND WHEREAS** the owner **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction** through its Managing Partner **Sudhir Mahadeo Pophali** sold the said Apartment No. 5 to Grantor No. 5 i.e. **PRABHAKAR WASUDEO DEOGADE, & SIMA PRABHAKAR DEVGADE** by way of **Sale Deed** dated **03/08/1995** which is duly registered in the office of Sub-Registrar Nagpur-8 at Serial No. 2359, Volume No. 447, Pages 31 TO 40, in additional Bok No. 1



on even date. Thus the name of **PRABHAKAR WASUDEO DEOGADE, & SIMA PRABHAKAR DEVGADE** is also duly mutated in the record of City Survey, as owner thereof.

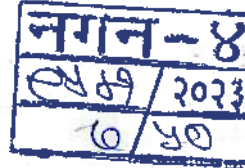
**APARTMENT NO. 6**

**AND WHEREAS** the owner **Mrs. Meera Avinash Pandit** alongwith **M/s Geeta Construction through its Managing Partner Sudhir Mahadeo Pophali** sold the said Apartment No. 6 to Grantor No. 6 i.e. **SMT. JYOTI WD/O LATE SURESH SHEMBEKAR** by way of **Sale Deed dated 03/08/1995** which is duly registered in the office of Sub-Registrar Nagpur-4 at Serial No. 2358, Volume No. 447, Pages 21 to 30, in additional Bok No. 1 on even date. Thus the name of **SMT. JYOTI WD/O LATE SURESH SHEMBEKAR** is also duly mutated in the record of City Survey, as owner thereof.

**AND WHEREAS**, the aforesaid building constructed on Plot No. 48 has become too old and inevitably require major repairs therein and consequentially therefore the aforesaid apartment owners of concerned building namely **DHANANJAY APARTMENT** have now jointly decided to demolish the existing multi-storeyed Building standing on the said Plot No. 48 and **REDEVELOP** the said Plot of land into a **RESIDENTIAL ESTATE** by constructing **New Multi-storeyed Building (G + 7 Floors)** thereon, consisting of various self-contained separate 9 nos Apartments (2nos of 2BHK Apartments on 1<sup>st</sup> & 2<sup>nd</sup> Floor and 1nos of 4BHK Apartment on 3<sup>rd</sup> to 7<sup>th</sup> Floor) therein and accordingly, they jointly decided for Redevelopment of the said plot by demolishing Building constructed thereon and the same is unanimously agreed by the aforesaid owners.

**AND WHEREAS** Apartment/Flat Owners have given their consent letters whereby they have approved appointment of the **DEVELOPER** for demolishing and Redevelopment of the existing Building constructed on Plot No. 48;

**AND WHEREAS** under the aforesaid circumstances the parties hereto are desirous of entering into this **RE-DEVELOPMENT AGREEMENT & SALE** on the terms and conditions hereinafter appearing and after due discussion with the **APARTMENT/FLAT OWNERS** and detailed negotiations with the **DEVELOPER** the **APARTMENT/FLAT OWNERS** have now decided to entrust the entire work of Redevelopment of the said property to the **DEVELOPER** upon the following terms and conditions.





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

(1) The PARTY NO. 1 has represented to the Developer that:

(i) The APARTMENT/FLAT OWNERS are absolutely seized and possessed, of or otherwise well and sufficiently, entitled to ALL That Piece and Parcel of land bearing **PLOT NO. 48, ADMEASURING 351.00 SQ. MTRS.**, in the M/S SARASWATI CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, being a portion of the entire land bearing Khasra Nos. 80/1, 80/2, 80/4, 79, 78, 80/3, 82/1 & 82/2, bearing **CITY SURVEY NO. 43/1, SHEET NO. 40 of MOUZA : BHAMTI, TOGETHERWITH** the existing building standing thereon, consisting of six self contained separate apartments therein, Situated in Deendayal Nagar, Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 75 Nagpur, in Tahsil and District Nagpur ; (hereinafter referred to as "THE SAID PROPERTY").

(ii) There is 1 (ONE) Building standing on the Plot No. 48 namely DHANANJAY APARTMENT consisting of total 6(SIX) Apartments/Flats, which are occupied by The APARTMENT/FLAT OWNERS mentioned at Serial Nos. 1 to 6 (hereinafter referred to as "THE EXISTING BUILDING"). The area of each Apartment/Flat occupied by each respective owner is more particularly shown in the Schedule annexed hereto as ANNEXURE "A".

(iii) THAT, it is agreed and declared that the Specifications of retainable Apartments annexed hereto as ANNEXURE "B" shall constitute as an operative part of this agreement as if the same were specifically set out herein and incorporated verbatim.

(2) THAT the said APARTMENT/FLAT OWNERS hereby grant to the DEVELOPER the development rights relating to ALL That Piece and Parcel of land bearing **PLOT NO. 48, ADMEASURING 351.00 SQ. MTRS.**, in the M/S SARASWATI CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, being a portion of the entire land bearing Khasra Nos. 80/1, 80/2, 80/4, 79, 78, 80/3, 82/1 & 82/2, bearing **CITY SURVEY NO. 43/1, SHEET NO. 40 of MOUZA : BHAMTI, TOGETHERWITH** the existing Building standing thereon, consisting of 6 Apartment/Flat in DHANANJAY APARTMENT constructed on said Plot and more particularly described in SCHEDULE hereunder written.

(3) THAT, the DEVELOPER has already made the necessary title search of the said property and also through paper advertisement and no such claims, litigation or dispute arises till date from anybody. After assuring himself from all angles THE DEVELOPER is entering into this DEVELOPMENT AGREEMENT.

(4) THAT, The DEVELOPER hereby agrees to pay a consideration to the Apartment Owners for entering into this Agreement for Development by providing them six apartments i.e. apartment nos. 101(2BHK), 102(2BHK), 202(2BHK), 301(1BHK), 401(4BHK) & 701(4BHK) in the proposed multi storied



residential building to be developed on the concerned property. These apartments shall be handed over by DEVELOPER to the Apartment Owners along with amenities as described in the APPENDIX annexed herewith. The above said units shall not be free of cost, the Owners shall pay their respective construction cost to the Developer as mentioned in this agreement. The remaining 3 nos Apartments nos i.e. 201(2BHK), 501(4BHK) & 601(4BHK) shall be retained by the DEVELOPER/ PARTY NO. 2 and shall be at the disposal of the DEVELOPER as per his discretion.

(5) THAT, the DEVELOPER shall take all types of liabilities and responsibility in transferring all rights, shares and interest in favour of the prospective purchaser, in respect of the said property and comply with necessary formalities for sell.

(6) THAT, the OWNERS to hand over all the original title documents of concerned property to the DEVELOPER. The DEVELOPER to keep these documents with him till the sanctioning process and execution of Agreement to Sale of the 3 Apartments i.e. 201, 501, & 601. Once this is done the Developer shall return all such original title documents to the respective owners. However, if such scenario arises that the DEVELOPER needs these documents again for any purpose related to development of this project, the owners must present the same to the DEVELOPER.

(7) Thus, the apartments to be retained by the Grantors shall be constructed in accordance with the Specifications appended hereto and the DEVELOPER agrees to give, grant and convey the same to the APARTMENT/FLAT OWNERS in duly finished and completed condition in all respect within 24 (TWENTY FOUR) Months from the date of commencement of the Project, which will start subject to sanction of Building Plan by competent authority and receiving vacant possession of existing Building from the APARTMENT/FLAT OWNERS.

(8) THAT, for the purpose of construction and putting up the new developed multi-storeyed building, the existing building will have to be demolished. The APARTMENT/FLAT 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 APARTMENT/FLAT OWNERS their respective flats in the new building proposed to be constructed on the said Piece of land. The developer would not be liable to pay rent or any other compensations to the apartment/flat owners for their alternate accommodation till the newly developed building is completed and they are put in possession of their respective retainable apartments by the developer. If the developer fails to give the said possession of the retainable apartments to the existing owners within the said period of 24 Months, then the Developer shall pay an amount of Rs. 10,000/- (Rupees Ten Thousand Only) per month towards liquidated damages to each of the existing apartment owners till the time of actual possession. However, such extension shall not be more than 12 (Twelve) Months. Failure on the part of the Developer to deliver the possession of the New Apartments to the existing Apartment Owners within the grace period, the Developer shall be liable to pay penalty of Rs. 1,000/- per day per Apartment to the Apartment Owners.



(9) THAT it is further agreed that, the developer shall construct and handover respective retainable apartment to the respective owner herein on receiving the construction cost to be paid by each such apartment owner as mentioned in the Table hereinunder:

SR. NO.	NAME OF APARTMENT OWNER	RETAINABLE APARTMENT NO.	AREA IN SQ. MTS.	AMOUNT PAID TO DEVELOPER IN RUPEES
1)	SHRI. PRAMOD PRALHADRAO JOSHI	301 (4 BHK)	155	24,00,000
2)	SHRI. DHANANJAY VASANTRAO DORLE	701 (4 BHK)	155	24,00,000
3)	SHRI. SANJAY MADHUKARRAO TANKSALE	401 (4BHK)	155	24,00,000/-
4)	SHRI. DIGAMBER VISHVESHVAR MATHKAR	102 (2 BHK)	77.5	13,00,000/-
5)	SHRI. PRABHAKAR WASUDEO DEOGADE, & SIMA PRABHAKAR DEVGADE	101 (2BHK)	77.5	13,00,000/-
6)	SMT. JYOTI WD/O LATE SURESH SHEMBEKAR	202 (2BHK)	77.5	13,00,000/-

(The Apartment Owners shall be liable to pay 5% G.S.T. to the Developer on the aforesaid amount.)

The Apartment Owners shall be liable to pay 20% amount to the Developer at the time of execution of this Agreement for Development.

The Apartment Owners shall be liable to pay next 20% amount to the Developer at the time of Plinth Foundation works.

The Apartment Owners shall be liable to pay next 15% amount to the Developer at the time of concreting of First Floor Slab.

The Apartment Owners shall be liable to pay next 5% amount to the Developer at the time of concreting of Second Floor Slab.

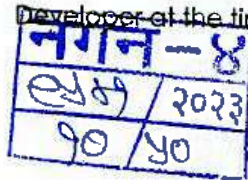
The Apartment Owners shall be liable to pay next 10% amount to the Developer at the time of concreting of Third Floor Slab.

The Apartment Owners shall be liable to pay next 10% amount to the Developer at the time of concreting of Fifth Floor Slab.

The Apartment Owners shall be liable to pay next 10% amount to the Developer at the time of concreting of Seventh Floor Slab.

The Apartment Owners shall be liable to pay next 5% amount to the Developer at the time of Brick work & Plaster works of their respective Apartment.

The Apartment Owners shall be liable to pay final 5% amount to the Developer at the time of handing over of their respective Apartment.



Thus, the respective owner is bound to pay aforesaid amount of construction cost to the developer against his/her respective retainable apartment and only thereupon, the said owner would be entitled to claim such apartment in the newly developed building from the developer. The apartment/flat owners agree that, they shall pay said amount of construction cost coming to their respective share immediately as and when demanded by the developer and in the event of delay from their side, the developer would not be liable to honour the time commitment for completion of construction as mentioned above.

(10) THAT the owners allow and permit the developer to demolish the existing structures standing on the said plot of land exclusively at its own costs and expenses. However, such demolition shall be carried out by the DEVELOPER only on vacating the premises by the existing APARTMENT/FLAT OWNERS. All the old building materials taken out after such demolition shall always belong to the developer with a right of disposal of the same. The owners shall not claim any amount for such debris and demolished materials from the DEVELOPER at any time.

(11) THAT, the DEVELOPER agrees to immediately start the development activities and to complete the construction of apartments agreed to be given to OWNERS on priority basis within 24 (Twenty Four) months from the date of handing over of possession by the OWNERS to the DEVELOPER subject to Force Majeure, limited to following events, such as an Act of God, fire, flood, Earthquake, Pandemic of COVID-19 or any other Pandemic or other natural disaster, Change in Law, civil war, civil commotion, non-availability of raw materials, abnormal escalation in prices of building materials or any other raw materials which is beyond the control of DEVELOPER and which affects the performance of this agreement.



(12) THAT, the Apartment Owners shall execute an Irrevocable Power of Attorney in favour of DEVELOPER and thereby empowering & authorizing the DEVELOPER to sign, execute Deed of Declaration, Building Sanction Plans, Agreements to sell, Sale Deeds, Correction Deeds, Various Apartment Deeds, and all other kinds of documents on their behalf in respect of remaining 3 nos Apartments (Apartment No. 201, 501, & 601) which are to be sold by the DEVELOPER to the prospective purchasers except the 6 nos Retainable Apartment (Apartment No. 101, 102, 202, 301, 401, & 701) which are to be retained by the APARTMENT/FLAT OWNERS 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 apartments hereby agreed to be sold and this power will not be withdrawn or revoked by the OWNERS until the transactions envisaged herein in respect of the said property are completed in all respects. After completing abovementioned transactions in respect of development and transfer of all the apartments in the concerned scheme, owners will be free to revoke their power of attorney.

(13) THAT, it is clearly understood and agreed by the parties that the DEVELOPER intends to develop the said property into a Residential Complex by constructing a multistoried (Ground + 7 Floors) building thereon consisting of 9 nos self-contained separate Apartments therein.

The Apartment Owners hereby authorize the DEVELOPER by way of registered Power of Attorney to sign the proposed/revised plans, sanction plans, execute indemnity bonds, swear affidavits and also to sign necessary forms and applications etc, required to be submitted to the Nagpur Improvement Trust or Nagpur Municipal Corporation for securing sanction to such plans. The Apartment Owners also agree to extend all the necessary co-operation and render all assistance to the DEVELOPER in the matter of securing sanction to the proposed/revised plan, exclusively at the cost of Developer. The DEVELOPER shall on his cost apply for getting the plan sanction and building permit before the Nagpur Improvement Trust, Nagpur or Nagpur Municipal Corporation, Nagpur. It is also agreed that hereinafter all the cost of sanctioning & construction shall be exclusively borne by the DEVELOPER only.

(14) THAT the APARTMENT/FLAT OWNERS agree and undertake 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 of the APARTMENT/FLAT OWNERS may become defective.

(15) THAT, the OWNERS do hereby allow and permit the DEVELOPER to display its board at site, issue advertisement in the newspaper and other media as may be deemed fit by the DEVELOPER announcing the redevelopment of the said property on the said plot of land and to allot/Transfer of the apartments/flats, parking spaces, tenements etc. (Excluding the 6 retainable Apartments/Flats) at any time after execution of this agreement.

(16) THAT, the APARTMENT/FLAT OWNERS hereby agree and undertake to sign all necessary forms, Declarations, Papers, Documents etc., as may be required for obtaining various permissions/Clearances and shall co-operate fully with the DEVELOPER to obtain the permissions/Clearances from various Government and/or Semi Government Departments and Offices;

(17) THAT, the APARTMENT/FLAT OWNERS hereby agree and undertake to co-operate with and assist the DEVELOPER in obtaining necessary No Objection Certificates/Fire NOC/Airport NOC for height from the appropriate authorities required for the redevelopment of the said property and sign/cause to be signed all relevant documents/papers therefore;

(18) THAT the APARTMENT/FLAT OWNERS undertake and declare that all taxes, cesses, rates, outgoings in respect of the said property have been paid by the APARTMENT/FLAT OWNERS hereof.

(19) THAT, each of the existing 6 APARTMENT/FLAT OWNERS shall be liable to pay their respective property taxes and other charges towards their respective apartments.

(20) THAT the existing 6 APARTMENT/FLAT OWNERS hereby agree to deliver possession of existing flats to the DEVELOPER within a period of 30 (Thirty) days from the payment of the demand generated for the Building Permit



for the proposed multi-storeyed building consisting of Ground (Parking) plus Seven Upper Floors from the Nagpur Municipal Corporation, Nagpur Improvement Trust or any other competent Authority. Thereafter, the DEVELOPER shall be entitled to carry on the actual development of the said property and it shall be entitled to do so without any objection or interference from the APARTMENT/FLAT OWNERS or any person claiming through them, from, by, under or in trust for them. The APARTMENT/FLAT OWNERS shall co-operate with the DEVELOPER to facilitate development of the said property.

(21) THAT it is clearly understood and agreed by the parties that the DEVELOPER intends to develop the said property into a Residential Complex by constructing a multi-storeyed building thereon consisting of self contained separate Apartments therein. The OWNERS hereby authorize the DEVELOPER by way of registered Power of Attorney to sign the proposed/revised plans, sanction plans, execute indemnity bonds, swear affidavits and also to sign necessary forms and applications etc, required to be submitted to the Nagpur Improvement Trust or Nagpur Municipal Corporation for securing sanction to such plans. The OWNERS also agree to extend all the necessary co-operation and render all assistance to the DEVELOPER in the matter of securing sanction to the proposed/revised plan, exclusively at the cost of Developer.

(22) THAT, the DEVELOPER shall have full liberty to advertise for the sale of the proposed building spaces together with the undivided proportionate share and interest in the said plot of land (Excluding 6 Apartments agreed to be retained by the existing Apartment Owners, as mentioned above) to the intending buyer and it shall also have absolute right, power and authority to receive all money from such buyers being agreed sale price therefore, and to retain and appropriate the same in his absolute discretion. The OWNERS shall not be entitled to share any part of the same nor shall they question the accountability thereof in any manner whatsoever. The OWNERS shall not be responsible for any of the liabilities if any arise in future because of acceptance of money and about any of the other liabilities regarding sanctioning and completion of construction of proposed building.

(23) THAT, The DEVELOPER shall also be entitled to purchase or obtain T.D.R., T.O.D., Fungible F.S.I., paid F.S.I. from any other property or from Competent Authority for construction of additional built-up area on the said property at its own cost and expenses. The DEVELOPER shall be entitled to utilize all such additional FSI/TDR for the completion of said Project as envisaged under this Agreement of Development. Once the said Project is completed and handed-over to the APARTMENT/FLAT OWNERS, the DEVELOPER shall not be entitled to claim any additional FSI.

(24) THAT, it is agreed that the DEVELOPER shall be entitled to obtain project loan from any financial Institutions, Banks, for the construction of the propose building. It is also agreed that the DEVELOPER shall be entitled to apply and execute & register deeds of mortgage, Agreement and other documents required for the same in favour of such financial institution excluding the retainable 6 apartments to be retained by the existing owners in the said proposed apartment scheme. However, entire

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liability of repayment of such loan shall be on the DEVELOPER only and the DEVELOPER specifically indemnify the existing Owners towards repayment of such loan & dues. However, all such loans and securities offered against such loans shall be restricted to property mentioned in schedule hereunder and in any case the recovery of any outstanding dues arising out of such loans then the same shall not affect rights of existing owners over above retained apartments as well as other properties movable/ immovable of the OWNERS.

(25) THAT it is agreed by the DEVELOPER that from the date of handing over of the possession of the property to the DEVELOPER, the DEVELOPER shall pay Electric bill & Water Bill which will be used during the construction period but not the Property Tax that may be levied by the Nagpur Municipal Corporation or authorities in respect of the said property and till the time the DEVELOPER complete the construction and allot the Apartments/Flats to the existing APARTMENT/FLAT OWNERS in new building and for additional flats, till the date prospective Apartment /Flat Purchaser are conveyed with the title to such respective Apartments/Flats. In the event of the DEVELOPER paying any refundable deposits to the Nagpur Municipal Corporation and concerned authorities in the course of the development of the said property in the name and on behalf of the APARTMENT/FLAT OWNERS, the DEVELOPER shall be entitled to the refund of such deposit in its own name. To enable the DEVELOPER to obtain the refund the APARTMENT/FLAT OWNERS shall sign or execute all such writings as may be required by the DEVELOPER in that behalf, without raising any objection or requisition in that behalf.

(26) 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. However, the APARTMENT/FLAT OWNERS shall be responsible only for the payment of consideration cost for their respective retainable apartment as mentioned and agreed above.

(27) THAT the DEVELOPER shall always indemnify and keep indemnified the APARTMENT/FLAT OWNERS against all losses, damages, costs, charges expenses that will be incurred or suffered by the APARTMENT/FLAT OWNERS on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by third party in respect of such construction or otherwise howsoever. The APARTMENT/FLAT OWNERS shall not be responsible for such payment of any compensation.

(28) THAT, the DEVELOPER shall be at liberty to Allot/Sell Apartments/Flats No. 201 (2BHK), 501 (4 BHK), 601 (4 BHK) in the new building proposed to be constructed on the said plot of land (Excluding the 6 retainable Apartments/Flats to the existing APARTMENT/FLAT OWNERS) to any suitable prospective purchasers at such terms and conditions as the DEVELOPER may deem fit and proper in its own discretion.



(29) 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.

(30) That it is agreed by and between the parties hereto that Out-of-pocket expenses relating to stamp duty, additional stamp duty if any and registration charges of and incidental to this Development Agreement as well as in respect of the Agreements/Deed of Apartments to be executed with Signatory APARTMENT/FLAT OWNERS or other writing to be executed in pursuance hereof shall all be borne and paid by the existing apartment/flat owners and the proposed apartment/flat owners shall pay for their respective apartments in the newly developed building.

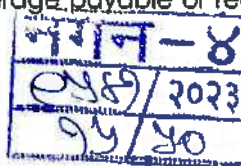
(31) THAT the parties hereto shall do and execute such further acts, deeds, matters and things as are reasonably required by the other party as being necessary desirable or proper to fully and effectively implement this Development Agreement.

(32) 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 on the Stamp Paper.

(33) THAT for the matters not specifically covered under this Agreement of Development, the provisions of Transfer of Property Act shall apply to this Agreement.

(34) As such, it is well agreed and understood by parties that, the proposed new building shall be of ground + 7 floors structure thereon. In the said building there shall be 9 apartments in all, out of which, the Apartment Nos. 101 (2BHK), 102 (2BHK), 202 (2BHK), 301 (4BHK), 401 (4BHK), 701 (4BHK) alongwith 1 (ONE) allotted covered car parking in Stilt Parking area on the Ground Floor shall be retained by the present apartment owners as specifically described above and the remaining Apartment Nos. 201 (2BHK), 501 (4BHK) & 601 (4BHK) alongwith 1 (ONE) allotted covered car parking in Stilt Parking area on the Ground Floor shall be exclusively held by the Developer herein at its own disposal on its own choice and the present apartment owners shall have no interference or objection to such disposal thereof by the Developer as specifically agreed by the present apartment owners in this Agreement for Development.

(35) It is made clear that, the Developer has not received any amount from apartment owners towards Corpus Fund in relation to the concerned apartment scheme or association of Apartment owners which shall be found amongst them for maintenance of concerned scheme. Similarly, there is no amount of brokerage payable or receivable by either parties against each other.





(36) THAT, the original title of the building 'Dhananjay Apartments' will be retained and displayed in bold as it is. However, the developer will be allowed to attach his logo/ monogram or an appendage 'A project by Star Link Builders' or any other as deemed fit by the Developer.

(37) THAT, Dhananjay Apartment will strictly be a residential building. In any circumstances the developer or the existing/ prospective owners will not be allowed to use their individual units or the common space for any commercial purpose without taking consent/ permission from all the existing/ prospective owners. Any kind of breach of this clause will fetch legal action for the concerned party.

(38) THAT, as per this agreement there will be only 9 Resident Owners in the entire building. In any circumstances the developer or the existing and prospective owners will not be allowed to further subdivide any individual unit/ flat in order to sell or to give on rent, without taking consent/ permission from all the existing/ prospective owners thereby increasing the number of resident families. Any kind of breach of this clause will fetch legal action for the concerned party.

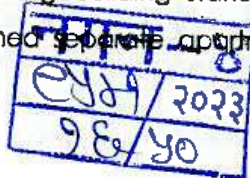
(39) THAT, till the period of 3 years from the handing over of the possession of the new Apartments by the Developer to the owners, the Developer shall carry out all the repairs pertaining to plaster cracks and seepages appearing on any part of the building.

(40) THAT, the Developer shall provide the Building Completion Certificate (B.C.C.) to the Apartment Owners.

(41) THAT, on completion of the redevelopment project, the DEVELOPER will not have any right in any form of balance F.S.I and/or T.D.R., and/or otherwise allowable in any manner whatsoever to the said property. Also, the DEVELOPER should handover the terrace and other common areas to the 9 Apartment Owners of the new building and should not have any claim on it. Once the said Project is completed and handed over to the existing APARTMENT/FLAT OWNERS and New Prospective Buyers, who will have full ownership in respect of Land, Building FSI over the entire land and also on future change, if any.

#### SCHEDULE OF PROPERTY

ALL THAT PIECES AND PARCEL OF LAND BEARING PLOT NO. 48, ADMEASURING 351.00 SQ. MTRS., in the M/S SARASWATI CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, being a portion of the entire land bearing Khasra Nos. 80/1, 80/2, 80/4, 79, 78, 80/3, 82/1 & 82/2, bearing CITY SURVEY NO. 43/1, SHEET NO. 39 of MOUZA : BHAMTI, TOGETHERWITH the existing building standing thereon, each consisting of various self contained separate apartments therein, Situated in Deendayal Nagar,



Nagpur, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 75 Nagpur, in Tahsil and District Nagpur and bounded as under :

ON THE EAST : 9.00 MTRS WIDE ROAD.  
ON THE WEST : PLOT NO. 29.  
ON THE NORTH : PLOT NO. 47.  
ON THE SOUTH : 9.00 MTRS WIDE ROAD.

IN WITNESS WHEREOF the OWNERS/GRANTOR/APARTMENT OWNERS and the DEVELOPER here in above named have fully examined and read over this deed 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.

**THIS DEED IS PRESENTED BY ADV. AMIT P. REHPADE AS PER INSTRUCTIONS GIVEN BY THE PARTIES HEREIN.**

PHOTO

THUMB



(SHRI PRAMOD PRALHADRAO JOSHI)  
GRANTOR NO. 1



(SHRI DHANANJAY VASANTRAO DORLE)  
GRANTOR NO. 2

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२५४/२०२३  
१६/५०

