NAGPUR, Originally Shri. Hemraj, Shri. Purushottam, Shri. Pandurang, Shri. Ramkrishna and Shri. Ishwar all acting through their Natural Guardian/Father Shri. Chindhuji S/o Jagobaji Ashtankar having purchased the same by them jointly from Shri. Thakulmal, Shri. Tajumal Revachand, Shri. Zangimal, Shri. Zamatmal, Shri. Narumal, Shri. Kundumal and Melmal by a Sale Deed Dated 18-4-1962 which is duly Registered in the Office of the Sub-Registrar, Nagpur.

WHEREAS the said Shri. Chindhuji S/o Jagobaji Ashtankar and his sons lateron effected a Partition of the properties owned by them in between them on 12-5-1981 and thereby a Piece of land admeasuring 47.6 Ft. x 100 Ft. equal to 4750 Sq. Ft. (OR 441.29 Sq. Mtrs.) comprising the Southern Portion of aforesaid Plot No. 138 was allotted to the exclusive share of Shri. Ramkrishna S/o Chindhuji Ashtankar, the, absolutely forever with heritable and transferable rights therein. By the same Partition the another Piece of land admeasuring 47.6 Ft. x 100 Ft. equal to 4750 Sq. Ft. (OR 441.29 Sq. Mtrs.) comprising the Northern Portion of the said Plot No. 138 was allotted to the exclusive share of Shri. Ishwar S/o Chindhuji Ashtankar, the Owner hereinabovenamed, absolutely forever with heritable and transferable rights therein; AND

WHEREAS Shri. Ishwar S/o Chindhuji Ashtankar and Shri. Ramkrishna S/o Chindhuji Ashtankar lateron sub-divided the said Plot No. 138 in 2 equal halves and thereby a Piece of land admeasuring 47.6 Ft. x 100 Ft. equal to 4750 Sq. Ft. (OR 441.29 Sq. Mtrs.) comprising the Southern Portion of Plot No. 138 was allotted to the exclusive share of Shri. Ramkrishna S/o Chindhuji Ashtankar, absolutely forever with heritable and transferable rights therein and the Northern Half Portion of the said Plot of land admeasuring 47.6 Ft. x 100 Ft. equal to 4750 Sq. Ft. (OR 441.29 Sq. Mtrs.) was allotted to the exclusive share of Shri. Ishwar S/o Chindhuji Ashtankar, as the Southern Portion of Plot No. 138 was allotted to the exclusive share of Shri. Ramkrishna S/o Chindhuji Ashtankar the Owner hereinabovenamed, absolutely forever with heritable and transferable rights therein. The aforesaid Plot No. 138 is now renumbered as Plot Nos. 138-A and 138-B. The sub-divided Plot No. 138-A belongs to the Shri. Ramkrishna S/o Chindhuji Ashtankar and the same is accordingly mutated in their respective names in all relevant records. The Sub-Division of the aforesaid 138 is duly sanctioned and approved by the Assistant Engineer (PL) and Circle Engineer (HQ) of the Nagpur Improvement Trust, Nagpur vide his Order Dated 12-5-1989; AND

WHEREAS in the Owner Shri. Ramkrushna S/o Chindhuji Ashtankar has constructed a Residential House on the said Plot No. 138-A covering a Built-up area of 150 Sq. Mtrs. bearing Corporation House No. 3783/B, City Survey No. 2098/209 and Sheet No. 29 of Mouza - KHAMLA in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur;

AND

- (30) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connection and meters in the proposed building.
- (31) THAT the Developer also agrees to pay Sales Tax or 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 thereof and shall always keep the Owners indemnified against the same.
- (32) THAT if the F.S.I. in relation to the said Plot No 138-A is increased at any time during the course of construction, then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion. However after completion of the Project if the F.S.I. increases, then in such event such increased F.S.I. shall be used by the developer of the proposed Building. The Owners do hereby allow and permit the Developer to amalgamate the said Plot in order to launch a mega project on the said Piece of land.
- (33) THAT the Owner shall not have any objection of any kind whatsoever for using and consuming the T.D.R. by the Developer on the proposed Multistoreyed Building over and above the permissible F.S.I, as on date.

SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

ALL THAT Pieces and Parcel of land bearing Plot No.138-A out of the sanctioned layout of KHAMLA PLOT HOLDERS COOPERATIVE HOUSING SOCIETY LIMITED, NAGPUR containing by total admeasuring 47.6 Ft. x 100 Ft. equal to 4750 Sq. Ft. (OR 441.29 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 71, 72 and 73 of Mouza - KHAMLA, P.S.K. 44, bearing Corporation House No. 3783/B, City Survey No. 2098/209 and Sheet No. 29 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. The said Plots of land are bounded as under-

PLOT NO. 138-A

Richstant.

ON THE EAST

30 FT WIDE ROAD.

ON THE WEST

PLOT NO. 139

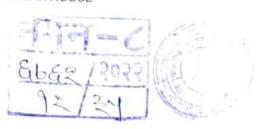
ON THE NORTH

PLOT NO. 138-B

ON THE SOUTH

MULAK HOUSE

Polla



AGREEMENT OF DEVELOPMENT AND SALE

VALUED AT RS. 1,35,00,000.00 ONLY

Mouza - Khamla, Item No. 27.404/29 Page No. 673 Rate (a), Rs. 46,400/- Per Sq. Mtrs.

THIS AGREEMENT OF DEVELOPMENT AND SALE is made on this 23rd Day of December, 2022 BETWEEN, MR. RAMKRUSHNA S/o CHINDHUJI ASHTANKAR Aged 77 Years, Occupation — Retired, {PAN-DPFPA0829Q} {AADHAAR NO. 8520 8477 9730} Resident of Plot No. 138-A, Pande Layout, Khamla, NAGPUR-440025, hereinafter called the OWNER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said OWNERS, as well as, his respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART. (Mob-8855967339)

AND

SHRI. SUMIT S/o SUDHAKAR BADKI, Aged 34 Years, Occupation - Business, Resident of Plot No. 11, Beltarodi Road, Manish Nagar, Nagpur, Tahsil and District- NAGPUR (PAN-BIRPB4193B & AADHAR 6442 6605 2327) 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, his respective heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART. (Mob-9273100100)

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. 138 out of the sanctioned layout of KHAMLA PLOT HOLDERS' CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR admeasuring 95 Ft. x 100 Ft. equal to 9500 Sq. Ft. (OR 882.58 Sq. Mtrs.) being a portion of the entire land bearing Kh. Nos. 71, 72 and 73 of Mouza - KHAMLA, P.S.K. 44, situate at Pande Layout, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District -

8668/2027 2/24

R-C. Hstark