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T. M. MURSHIDANI 2023 5-4-94
STATIONER OR S.No Dt.....
Tack Division
Tyring House
Maharaj Bagh Rd., NAGPUR Name Journalists Co-op. Socy

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बदला

मी बेसली की ७. ५६
नोडणी की 20-00
नकले की 2-00
दिश की 1-00
बाधन बाधन की 1-00
बाहिन करण की 1-00
एकूण की 24-00

Csesapande
(Ginoh S. Deshpande)
constituted
for Grantor
Attorney

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[Signature]
मुख्य निबंधक
नागपुर

DEED OF DECLARATION
FOR
VRUTTA-SRUSHTI SANKUL APARTMENTS
FORM - A

IN THE CITY OF NAGPUR, Tahasil & District Nagpur,
on this 5th day of APRIL 1994, the Journalist Co-operative
Housing Society Ltd., Nagpur, having its registered office at
Csesapande

office at Patrakar sahaniwas, Dharampeth, Nagpur-10 acting through its duly constituted attorney Shri. Girish S. Deshpande aged about 37 years, R/O 27B, Bajaj Nagar, Nagpur, hereinafter called as the "GRANTOR" which expression shall unless repugnant to the context thereof always mean and include the Grantor, their legal heirs, successors, executors, representatives, assigns etc. and are fully empowered and qualified to execute this deed do hereby state :

FIRST :

THAT the Grantor has been allotted and acquired the land/property bearing Kh. No. 65/2, 67/1, and 68/1 situated at mouza Gadga, Dharampeth area, Tahasil and District, Nagpur admeasuring about 85383 Sft. by virtue of Government of Maharashtra memorandum, through its collector, Nagpur under rule 27 of the Maharashtra Land revenue Rules 1971, bearing no. ICS-4983/3912/CR-272/B-4, mantralaya, Bombay dated 22-2-1984 with a specific condition to use the entire floor space index of the land granted to the society.

THAT, the Grantor being the society, was unable to raise the funds required for the pre-development expenditure of the land, had entrusted the development of a part of the above said land bearing Kh. No. 65/2 (Old), 65/4 (new) of mouza Gadga, Nagpur admeasuring about 30939 Sft. (2874.327 Sqm.) to a builder M/S Srushti Developers, partnership firm duly registered under partnership Act 1932 as per the agreement of development 13-12-1988, whereby M/S Srushti Developers is permitted to develop a part of the above said land bearing Kh. No. 65/2 (Old), 65/4 (new) of mouza Gadga, Nagpur admeasuring about 30939 Sft. (2874.327 Sqm.) in lieu of the acceptance of the development and construction work on the remaining portion of the land allotted to the society as per the detailed terms and conditions of the agreement of development dt. 13-12-1988.

THUS, the grantor is the absolute owner of the above said land bearing Kh. No. 65/2 (Old), 65/4 (new) of mouza Gadga, Nagpur admeasuring about 30939 Sft. (2874.327 Sqm.), hereinafter shortly called as "THE PLOT OF LAND". The grantor got the building plans sanctioned for the scheme of apartments as per the building permit no. CS/520/16587 dt. 24-11-88 from the Nagpur Improvement Trust.

As per the sanctioned plans the apartment scheme with group of three buildings totally consists of Forty three residential apartments and two shops/apartments containing in all Forty five apartments and the said plot of land is bounded as follows :

C s e s a p i n d e

ON THE EAST	FOOTBALL GROUND
ON THE WEST	LINK ROAD & NAGPUR AMRAVATI ROAD
ON THE NORTH	SARVODAYA ASHRAM
ON THE SOUTH	NALLAH

SECOND :

THAT the Grantor has proposed to develop an apartment scheme on the above said plot of land and had constructed an ownership apartment scheme known as VRUTTA-SRUSHTI SANKUL APARTMENTS on the said plot as per the sanctioned building plans bearing building permit no. CS/520/16587 dated 24-11-1988 attached hereto as Exhibit 'A'. The municipal ward no. and the house nos. are as follows:

Corporation Ward No. - 71

Corporation house no. - 51

The Postal address of the building is :

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VRUTTA-SRUSHTI SANKUL
Near Dharampeth Petrol Pump,
Dharampeth, Nagpur-10.

THIRD :

THAT as per the sanctioned plans, the group of three buildings consists of shops and the apartments of type A, B, C & D on the Ground, First, Second, Third, Fourth and Fifth Floor as per the sanctioned plans. The total scheme consists of Building Nos. I, II and III. The building no. I consists of two shops and thirteen residential apartments of type "C". The building no. II consists of six residential apartments of type "A" and twelve residential apartments of type "B". The building no. III consists of twelve residential apartments of type "D" in all comprising of 45 apartments. The Ground floor and upper floors will be used for residential and/or commercial use as per the sanctioned plans. The Ground floor apartments and the Upper floor apartments are all capable of individual utilisation on account of having their own exit to a common area and facility of the building and the apartment will be sold to one or more owners each obtaining a particular and exclusive property right thereto and each apartment consisting a heritable and transferable

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immovable property right within the meaning of law for the time being in force in the state of Maharashtra (hereinafter referred to as "Family unit") and also an undivided interest in the general and/or restricted common areas and facilities of the building as listed hereinafter in this deed, necessary, for their adequate use and enjoyment and hereafter referred to as "General and/or restricted common areas and facilities", all of the above is in accordance with the Maharashtra Apartment Ownership Act 1970.

FOURTH :

THAT the aforesaid building has a total built up area of 3233.073 Sqm. as per the sanctioned building plan. Ground floor has a built up area. and the built up area of each apartment and balcony area as given in para fifth below.

FIFTH :

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THAT this condominium shall be known as "VRUTIA-SRUSHTI SANKUL" Ownership apartment Condominium and the family units, common areas and facilities of building will be as follows:-

BUILDING NO. I -

- 1) GROUND FLOOR : There are Four apartments on Ground floor bearing nos. C001, C002, Shop no. 1 and Shop no. 2.
- 2) FIRST FLOOR : There are Three apartments on First floor bearing nos. C01, C02 and C03.
- 3) SECOND FLOOR : There are Three apartments on Second floor bearing nos. C1, C2 and C3.
- 4) THIRD FLOOR : There are Two apartments on Third floor bearing nos. C4, and C5.
- 5) FOURTH FLOOR : There are Two apartments on Third floor bearing nos. C6, and C7.
- 6) FIFTH FLOOR : There is one apartment on Fifth floor bearing no. C-8.

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BUILDING NO. II -

- 1) GROUND FLOOR : There are Four apartments on Ground floor bearing nos. A001, A002, B001 and B002.
- 2) FIRST FLOOR : There are Four apartments on First floor bearing nos. A01, A02, B01 and B02.
- 3) SECOND FLOOR : There are Four apartments on Second floor bearing nos. A1, A2, B1 and B2.
- 4) THIRD FLOOR : There are Two apartments on Third floor bearing nos. A3 and A4.
- 5) FOURTH FLOOR : There are Two apartments on ^{Fourth} ~~Third~~ floor bearing nos. A5 and A6.
- 6) FIFTH FLOOR : There are Two apartments on Fifth floor bearing nos. A7 and A8.

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BUILDING NO. III -

- 1) FIRST FLOOR : There are Two apartments on First floor bearing nos. D1 and D2.
- 2) SECOND FLOOR : There are Two apartments on Second floor bearing nos. D3 and D4.
- 3) THIRD FLOOR : There are Two apartments on Third floor bearing nos. D5 and D6.
- 4) FOURTH FLOOR : There are Two apartments on ^{Fourth} ~~Third~~ floor bearing nos. D7 and D8.
- 5) FIFTH FLOOR : There are Two apartments on Fifth floor bearing nos. D9 and D10.
- 6) SIXTH FLOOR : There are Two apartments on Sixth floor bearing nos. D11 and D12.

THUS the total no. of units in the entire building will be Forty five apartments.

AND under the said scheme the undivided shares in the said plot of land corresponding to the area of the apartments will be as follows :

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S.No.	Apartment No.	Floor	Size/Built up Area Sqm.	Share in Land %
BUILDING NO. - I				
1	C001	Ground Floor	70.0080	1.9485
2	C002	Ground Floor	70.0080	1.9485
3	Shop No. 1	Ground Floor	39.7850	1.1073
4	Shop No. 2	Ground Floor	30.2230	0.8412
5	C01	First Floor	70.0080	1.9485
6	C02	First Floor	70.0080	1.9485
7	C03	First Floor	70.0080	1.9485
8	C1	Second Floor	70.0080	1.9485
9	C2	Second Floor	70.0080	1.9485
10	C3	Second Floor	70.0080	1.9485
11	C4	Third Floor	70.0080	1.9485
12	C5	Third Floor	70.0080	1.9485
13	C6	Fourth Floor	70.0080	1.9485
14	C7	Fourth Floor	70.0080	1.9485
15	C8	Fifth Floor	70.0080	1.9485
BUILDING NO. - II				
1	A001	Ground Floor	89.5750	2.4931
2	A002	Ground Floor	89.5750	2.4931
3	B001	Ground Floor	63.3125	1.7622
4	B002	Ground Floor	63.3125	1.7622
5	A01	First Floor	89.5750	2.4931
6	A02	First Floor	89.5750	2.4931
7	B01	First Floor	63.3125	1.7622
8	B02	First Floor	63.3125	1.7622

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S.No.	Apartment No.	Floor	Size/Built up Area Sqm.	Share in Land %
9	A1	Second Floor	89.5750	2.4931
10	A2	Second Floor	89.5750	2.4931
11	B1	Second Floor	63.3125	1.7622
12	B2	Second Floor	63.3125	1.7622
13	A3	Third Floor	89.5750	2.4931
14	A4	Third Floor	89.5750	2.4931
15	A5	Fourth Floor	89.5750	2.4931
16	A6	Fourth Floor	89.5750	2.4931
17	A7	Fifth Floor	89.5750	2.4931
18	AB	Fifth Floor	89.5750	2.4931
BUILDING NO. - III				
1	D1	First Floor	66.5195	1.8514
2	D2	First Floor	66.5195	1.8514
3	D3	Second Floor	66.5195	1.8514
4	D4	Second Floor	66.5195	1.8514
5	D5	Third Floor	66.5195	1.8514
6	D6	Third Floor	66.5195	1.8514
7	D7	Fourth Floor	66.5195	1.8514
8	D8	Fourth Floor	66.5195	1.8514
9	D9	Fifth Floor	66.5195	1.8514
10	D10	Fifth Floor	66.5195	1.8514
11	D11	Sixth Floor	66.5195	1.8514
12	D12	Sixth Floor	66.5195	1.8514

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The family units are described herein below. The measures of the family units include all the outside walls and half of the block partitions and the share in staircase. The areas of the apartments will be finally as per the sanctioned plan by the N.I.T.

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All the family units are regular shaped apartments having an area as shown below. The size and dimensions of those units are shown in Exhibit-A of this deed. Main door of the units on the upper floors has access to the stairs of the respective floor. The total built up areas of the family units are as under :

S.No.	Apartment No.	Floor	Size/Built up Area Sqm.	Balcony Area Sqm.
BUILDING NO. - I				
1	C001	Ground Floor	70.0080	---
2	C002	Ground Floor	70.0080	---
3	Shop No. 1	Ground Floor	39.7850	---
4	Shop No. 2	Ground Floor	30.2230	---
5	C01	First Floor	70.0080	---
6	C02	First Floor	70.0080	---
7	C03	First Floor	70.0080	---
8	C1	Second Floor	70.0080	23.54
9	C2	Second Floor	70.0080	23.54
10	C3	Second Floor	70.0080	23.54
11	C4	Third Floor	70.0080	23.54
12	C5	Third Floor	70.0080	23.54
13	C6	Fourth Floor	70.0080	23.54
14	C7	Fourth Floor	70.0080	23.54
15	C8	Fifth Floor	70.0080	23.54
BUILDING NO. - II -				
1	A001	Ground Floor	89.5750	---
2	A002	Ground Floor	89.5750	---
3	B001	Ground Floor	63.3125	---
4	B002	Ground Floor	63.3125	---

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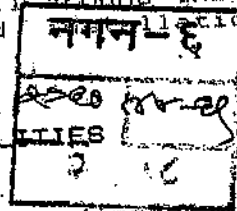
As per the existing building bye-laws, the above said plot has balance floor space corresponding to the balance undivided share of about 10.013 % of the above said plot of land which is under the ownership of M/S Srushti Developers as per the agreement of development dt. 13-12-1988 with the Grantor and is also covered under the Apartment ownership Act 1970. An amendment to this deed of declaration will be made and the apartments corresponding to this above undivided share will be accommodated in the VRUTTA-SRUSHTI SANKUL Apartment Scheme. M/S Srushti Developers has full right and authority to build the apartments corresponding to the balance 10.013% undivided share in above said plot of land. The apartments corresponding to the undivided 10.013 % share as per the sanctioned building plans will have a full right and share in the existing common areas and facilities of the VRUTTA-SRUSHTI SANKUL Apartment Scheme.

2. A) COMMON AREAS AND FACILITIES :

- i. The parcel of the land described as per para first of this form - A
- ii. Well and sump on ground floor.
- iii. Plumbing network throughout the building.
- iv. Electric network throughout the building & Electric Cabin.
- v. Foundations, main walls, columns, beams etc.
- vi. Sanitary network throughout the building.
- vii. Open parking facilities all around the building.
- viii. Stair case & Lift upto the terrace from ground.
- ix. Terraces on the topmost floor of each building after consumption of allowable full built-up area.
- x. Water tanks on terraces.
- xi. Pump, motor, electric lights all around the building.
- xii. In general all apparatus and common use.

B) RESTRICTED AREAS & FACILITIES

- i) The right of use for the terrace adjacent to the apartment nos. A3 and A4 in the building no. II is exclusively to the respective owners of the apartment nos. A3 and A4 and no one else will have any right to use the terrace adjacent to the apartment nos. A3 or A4 without prior permission of the owners of the apartment nos. A3 or A4.
- ii) The right of use for the terrace adjacent to the apartment no. C4 in the building no. I is exclusively to the owner of the apartment no. C4 and no one else will have any right to use the terrace adjacent to the apartment no. C4 without prior permission of the owner of the apartment no. C4.
- iii) The right of use of covered Parking area below all the buildings is exclusively to the M/S Srushti Developers. No one else will have any right to use the covered Parking area without prior written permission from M/S Srushti Developers.



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SIXTH :

a) THAT the right, title and interest of each owner of a family unit in the general common areas and facilities listed under letters (i) to (xii) and restricted areas & facilities listed under letters (i) to (iii) of sub paragraph (2A & 2B) of para FIFTH and their proportionate share in the profits and common expenses in the said general common areas and facilities, for voting purposes in the meeting of the Association of Apartment owners of VRUTTA-SRUSHTI SANKUL Apartment Condominium shall be undivided proportionate share relating to the permissible F.S.I. and built up area of the apartment owned by the respective owner.

(b) THE proportionate representation for voting purposes as provided in (a) hereof may be limited in accordance with the provisions of the Bye-Laws attached herewith as Exhibit-B.

(c) Apartment/ Apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the date of this declaration.

SEVENTH :

THAT the administration of "VRUTTA-SRUSHTI SANKUL APARTMENT CONDOMINIUM" consisting as aforesaid of the building and parcel of land described in paragraph first and fifth of this Deed shall be in accordance with the provisions of this deed and with the provisions of the Bye-laws which are made a part of this deed and are attached hereto as Exhibit C.

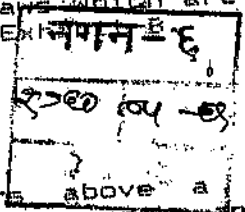
EIGHTH :

THAT as appears above a plot of land for apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970, so that the family units of the ground and four upper floors may be conveyed and registered as undivided properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition, the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH :

THAT for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of declaration and Deeds of apartment under section 13(5), the value of VRUTTA-SRUSHTI SANKUL APARTMENT CONDOMINIUM is described as follows :

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a) Parcel of land described in paragraph First hereof is valued at Rs. 47,651/-

b) The building described in paragraphs Second and Third hereof shall be valued on completion of entire work (Construction).

TENTH :

THAT so long as the Grantors own one or more of the family units, the Grantors shall be subject to the provisions of this deed and the Exhibit-A and B attached hereto, and the Grantors covenant to take no action which will adversely affect the rights of the Association of apartment owners with respect to assurances against latent defects in the building or other assigned to the Association by reason of the establishment of VRUTTA-SRUSHTI SANKUL APARTMENTS CONDOMINIUM.

ELEVENTH :

THAT the General common areas, facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

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TWELETH :

THAT the percentage of the undivided interest in the general common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment of this deed duly registered.

THIRTEENTH :

THAT the undivided interest in the general common areas and facilities shall not be separated from the family unit to which it appertains, and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH

THAT each apartment owner shall comply with the provisions of the deed, the Bye-laws, decisions and resolutions of the Association of Apartment owners or its representatives and failure to comply with any such provisions, decisions or resolution, shall be grounds for an action to recover some due for damages or for injunctive relief.

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FIFTEENTH :

THAT the dedication of the property to the plan of apartment ownership herein shall not be revoked or the property removed from the plan of the apartment ownership or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instrument.

SIXTEENTH :

THAT no apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment or any of the general common areas and facilities or by the abandonment or his family unit.

SEVENTEENTH :

ALL sums assessed by the association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or Municipal Taxes or both, and (2) all sums unpaid on a first mortgages of the apartment.

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EIGHTEENTH :

THAT all present or future owners, tenants, future tenants, or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental or any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on leave and licence or care taker basis by the Apartment owners thereof for transient or hotel purposes, which shall be defined as (1) rental compensation or compensation for any period less than thirty days, (2) any rental or if the occupants of the family units are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and licence or care-taker basis provided that said lease or leave and licence or care-taker basis is made subject to the covenants and restrictions contained in this declaration and further subject to the Bye-laws in Exhibit-B attached hereto.

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NINETEENTH :

THAT if the property, subject to the plan of apartment ownership is totally or substantially damaged or destroyed, the repairs reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

TWENTIETH :

THAT where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by Court in Execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit as such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of the title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment owners from filing and claiming charge for such assessment and enforcement of such charge, and that such charge shall be subordinated to such charge provided by law, and

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TWENTY FIRST :

THAT in voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessment by the association of Apartment owners against the later for his share of the common expenses upto the time of the grant of conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the manager or board of managers of the Association, as the case may be, setting for the amount of the unpaid assessment against the grantor due to the association and such grantee shall not be liable for nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the association of Apartment owners against the grantor in excess of the amount therein set forth.

TWENTY SECOND :

THAT the manager of Board or Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudice to the right of the owners of a family unit to obtain individual unit insurance.

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TWENTY THIRD :

THAT insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessment levied by the association of Apartment owners, and that such payment shall be held in separate account of the association and used solely for the payment of the blanket property insurance premium as such premium become due.

IN WITNESS WHEREOF the Grantor named above has hereto signed this Deed on the day, month and year first above written in presence of the attesting witnesses.

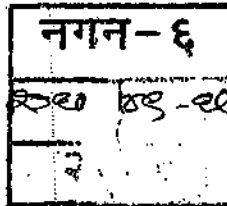
WITNESSES :

1. *M. C. Kale*
(M.C. Kale)

2. *S. Rajaram*
(Sanjay Rajaram Malkani)

Signed and delivered by

E. S. Kapande
Constituted attorney for
GRANTOR



① Mr. Nitin Chandant

व्यक्ति अधिवक्ता

पु. अ. टि. ड. नगर -

नाशिक.

② संजय राजाराम

मन्कात नाकटा

बजाजपुरा - 260

नाशिक.

श्री विठ्ठल राम देवघाट
30, आकाशी, रा. बजाजपुरा
नाशिक हे म. जमाखिस्त व. व.
जीप सर्विस सोसायटी लि.
नाशिक तर्फे
उ. म्हण

दस्तावेजावर करण देणार

.....

स्थापकित दाखल

दस्तऐवज करण दिल्याचे अर्थ
करनाम

हे वरिल दस्तऐवज करण देणाराच
स्वतः कोडव्या अस्तव्याचे सांगतात व
त्यांची ओळख देतात.

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दि. 1/8/2008

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सहायक निबंधक
नाशिक

Handwritten signature

249 नंबराचे बुकाचे 249
म्हणुमाचे 900 ते 290 पृष्ठाचे
9909 नंबरी नोंदना

सहायक निबंधक नाशिक

दि.

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Agreement
Between.

Journalists Co-operative Housing Society Nagpur.
and
Shushti Developers Nagpur.

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10549 - 13/12/58
Journalist Co-operative Housing Society

AGREEMENT
BETWEEN

JOURNALISTS' COOPERATIVE HOUSING SOCIETY LTD., NAGPUR,
a cooperative society duly registered under the provisions of the Maharashtra Cooperative Societies Act, 1960, (Registration No. NGP/HSG/146 of 1963) having its office at Patrakar Sahanivas, Near Maharajbag, Dharampath, Nagpur-10, hereinafter referred to as the 'SOCIETY', (which expression unless repugnant to the context and meaning thereof shall mean and include the society, its successors-in-interest, liquidators, administrators, assigns etc.) of the FIRST PART through its President Shri D.D. Purohit, aged about 43, resident of Kothi Road Mahal, Nagpur-2, and General Secretary Shri Prakash Deshpande, aged about 36 yrs, resident of 278 Bajaj Nagar, Nagpur-10,

AND

M/s SRUSHTI DEVELOPERS, a partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its office at Anand Mangal, 278, Bajaj Nagar, West High Court Road, Nagpur, hereinafter referred to in this AGREEMENT as the Developer/Builder, (which expression unless repugnant to the context and the meaning thereof shall mean and include the Developer/Builder firm, its partners, their respective legal heirs, successors-in-interest, executors, assigns etc.) of the OTHER PART, through its partners and Shri Girish Deshpande, aged about 33 yrs, resident of 4 Anand Mangal, 278 Bajaj Nagar, Nagpur-10 and Shri Ramesh Bidkar, aged about 37 yrs, resident of 3 Anand Mangal, 278 Bajaj Nagar, Nagpur-10.

ATTEST
DEVELOPERS
GPUR Ramesh Bidkar
S. S. Deshpande
Bajaj Nagar

WHEREAS, the society of the first part is a cooperative housing society duly registered under the provisions of the Maharashtra Cooperative Societies Act, 1960, and

WHEREAS, the society of the first part has been granted land bearing Khasra Nos. 65/2, 67/1 and 68/1 of Mouza-Gadga (Dharampeth) Tahsil and district - Nagpur together admeasuring 65383 sq. ft., except a portion admeasuring 990 sq. ft., which has been specifically allotted to Dalit Education Society for the School Building by Government Memorandum No. LGS-4983/3912/CR-272/G-4 Revenue and Forest Department, Mantralaya, Bombay-400 032, dated 22nd February, 1984, and

WHEREAS, the said grant of land to the society of the first part by the State of Maharashtra through its Collector, Nagpur is under rule 27 of the Maharashtra Land Revenue (Disposal of Government Lands Rules, 1971 read with Section 40 of the Maharashtra Land Revenue Code, 1966; and

WHEREAS, the said land out of Khasra Nos. 65/2, 67/1, and 68/1 of Mouza: Gadga, Tahsil and District Nagpur admeasuring 85373 sq. ft. is delineated in red lines in the site plan attached hereto and is more particularly described in the Schedule hereunder; and,

WHEREAS, consequent to the grant of the aforesaid land by the State of Maharashtra to the society of the first part, the society has made payment of Rs. 1,31,504/- towards occupancy price and the society has been put in possession of the said land for the purpose of utilising it for its bonafide purpose; and,

WHEREAS, in terms of the order granting the said land to the society of the first part, the society is under an obligation to use the entire land for meeting the basic needs of its members including housing need, and

WHEREAS, one of the conditions of the grant to the society of the first part that the society uses the entire floor space index of the land granted to the society; and,

WHEREAS, looking to the present number of members of the society of the first part and their financial capacity it is not possible for the society of the first part to utilise the entire floor space index of the land granted to the society; and

WHEREAS, looking to the present condition of the land, huge expenditure is called for, for filling and levelling the said land before it is actually put to use, and



WHEREAS the location of the land is such that extraordinary expenditure would be required to be incurred for approach roads etc., and

WHEREAS looking to the financial disability of the members of the society, huge expenditure is required to be incurred for pre-development and development work and to avoid the mischief of having to breach the condition that the entire F.S.I. is exhausted by the society, the society has thought of permitting development of part of the said land admeasuring about 30939 sq.ft. by a builder/developer at his own costs on terms and conditions mutually decided upon; and

WHEREAS, the society being desirous of constructing the work of construction of the Apartment Building on the land granted to it to some worthy Builder/Developer was approached by the Developer/Builder of the other part; and

WHEREAS, the matter of development of land granted to the society of the first part by the State of Maharashtra was extensively discussed between the society of the first part and the Developer/Builder of the other part as a result of which an arrangement was arrived at between them whereunder the society of the first part agreed to permit and the Developer/Builder of the other part agreed to carry out the work of construction and development on the said land granted to the society of the first part by the State of Maharashtra on terms and conditions mutually decided upon; and

WHEREAS it is agreed to between the parties that the said land shall be developed by them in such a fashion that an ideal and beautiful colony of residential apartments with a facility of garden, children's park, swimming pool, fountains, community hall, etc. is brought into being as per the guidance of landscape experts.

WHEREAS, the parties desire that the Agreement between them be reduced to writing,

NOW THIS DEED OF AGREEMENT BY AND BETWEEN
THE SOCIETY OF THE FIRST PART & DEVELOPER/
BUILDER OF THE OTHER PART IS EXECUTED ON
THIS 13 DAY OF DECEMBER, 1988, AT NAGPUR
AS UNDER:

1. The society hereby permits and the Developer/ builder hereby undertakes to develop the entire land being part of Khasra Nos. 65/2, 67/1 and 68/1 of Mouza-Gadga (Dharampath) tahsil and Distt - Nagpur together admeasuring 85383 sq. ft. delineated in red lines in the site plan and more particularly described in the schedule hereunder, hereinafter referred to as 'the said ~~sakky~~ property' on terms and conditions mutually decided upon and appearing hereinafter.



OFFICE
R. P. D. Pillar
S. S. Pawde

2.

The Developer/Builder of the other part undertakes to construct 103 apartments in 3 Apartment Building on a portion of the said property admeasuring 54444 sq. ft., specifically shown in the site plan in green colour in consideration of an amount of Rs. 77,81,000/- to be paid by the society to the Developer/Builder as per schedule of payment at Annexure-A to this Agreement.

Ann 'A'

It is specifically understood between the parties that the builder shall not be entitled to anything over and above the said amount of Rs. 77,81,000/- from the society of the other part for constructing 103 apartments in the said three Apartment Buildings and the Developer/Builder shall not be entitled to escalation in the amount agreed to between the parties on any count, including the count of escalation.

3.

The Developer/Builder further agrees to construct for the society one additional apartment for being used as a guest house by the society for the said amount of Rs. 77,81,000 without any additional payment for such guest house. The part of the Scheme consisting of 103 apartments and a guest house shall be known as 'Patrakar Sahaniwas'.

4.

Ann 'B'

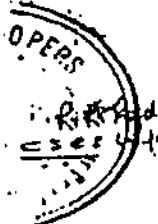
Each apartment of the said 103 apartments shall be of 630 sq. ft. built up area and 756 sq. ft. super built up area and shall be constructed by the Developer/Builder as per the specifications at Annexure-B to this agreement. Likewise the guest house apartment shall be of 450 sq. ft. built up area and 540 sq. ft. super built up area with specifications as per Annexure-B to this agreement. It is expressly understood between the parties that no deviation from Ann-B should be permitted by the society to the Developer/Builder.

5.

It is further understood between the parties that the society shall strictly adhere to the Schedule of payment at Annexure-A time being of the essence of the contract in this behalf. The society, however, shall be entitled to extension of time of 30 days for making payment of any instalment subject, however, to the condition that the total extension which may be permitted to the society shall not be exceeded the period of three months subject further to the condition that the society shall pay to the Developer/Builder interest on the amount of instalment at the rate of 12% per annum for the period between the day on which the instalment becomes due and the day on which it is actually paid.

6.

If the Developer/Builder is required to make additional work or construction by the society over and above the specifications at Ann-B & C, cost thereof shall be borne by the society as



may be decided by the parties mutually. In case of dispute in quantification of such costs, the decision of the Architect in that behalf shall be final.

7.

The Developer/Builder undertakes to make quality construction while constructing the said 103 apartments and a guest house apartment in 3 apartment building/s and to use all material of good quality for the said construction. The Developer/Builder further undertakes to have the work supervised by a team of qualified persons. Plans for the said three apartment buildings have been sanctioned by the Nagpur Improvement Trust, Nagpur vide its permit No.C./266/16313, dated 1-8-98 and the Developer/Builder of the other part hereby undertakes to strictly adhere to the sanctioned plans and not to make any deviation therefrom.

8.

The Developer/Builder undertakes to complete the work of construction of all the apartments as aforesaid within the period of 15 months upon the society of the first part, making prompt and punctual payments as per Schedule of payment at Annexure-A and to hand over possession of the same to the society on or before 30th May, 1990. If the Developer/Builder neglects or omits to deliver possession of the completed flats in all respects within the period of 15 months, the Developer/Builder shall be liable to pay to the society an amount of Rs.25,000/- per month for the period by which the delivery of possession of the flats is delayed by the Developer/Builder. The Developer/Builder shall, however, not be responsible for any delay which is attributable to defaults on the part of the society.

9.

The society shall have the right to visit the site of the work at all reasonable hours and to personally ensure through its representatives that the work is being carried on by the Developer/Builder as per the sanctioned plan and that quality material is being used by the Developer/Builder.

10.

The Developer/Builder shall make purchases of all materials himself without the society being responsible for such purchases in any manner and it shall be no ground for the Developer/Builder not to deliver all the flats to the society within the time stipulated that the required material was not available in the market. Cases of situations totally beyond the control of the Developer/Builder for unforeseen circumstances always being excluded.

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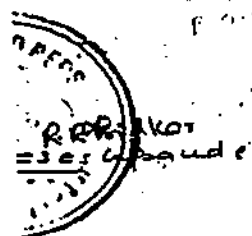
11. The Society hereby permits the Developer/Builder to make construction on the portion of the land admeasuring 30939 sq.ft., specifically shown in blue colour, in the site plan attached hereunder as per the plans which have been got sanctioned by the society from the Nagpur Improvement Trust, Nagpur for that part of the land. The society shall be in no way responsible to make contribution to the cost of such construction. This part of the Development scheme shall be called 'VRUTTASRUSHTI SANKALP'

12. The society hereby permits the Developer/Builder to allot various parts of the said construction to be made by the Developer/Builder at his own cost to willing persons on such terms and conditions, including the term of consideration as the Developer/Builder may deem fit. The society hereby further permits the Developer/Builder to enter into agreement/s of allotment with such person or persons of such part or parts of the construction to be made by the Developer/Builder at his own costs such terms and conditions and to receive under such agreements, payments and to pass receipts therefor. The society shall have no share or interest in the amounts received by the Developer/Builder from such persons. The Developer/Builder shall however stipulate in all such agreements entered into by him that no portion of the premises allotted in pursuance of the power conferred by this clause for Beer bar, Liquor Shop, Casino, Permit room, Cabaret, Alcoholic drinks. Every agreement shall be according to the model agreement approved by the society.

13. The Developer/Builder shall inform the society the names of the persons to whom it has agreed to allot the portion or portions of the said construction whereupon the society of the first part shall admit such persons to its nominal membership upon such persons making payment of the amounts prescribed by the society in that behalf and shall confirm the allotment made by the Developer/Builder.

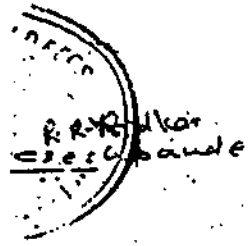
14. The society and the allottee of the Developer/Builder of the part or parts of the construction to be made by the Developer/Builder on the portion of the land shown in blue colour shall have no privity of contract between them and the society shall in no way be responsible to such prospectively allottees of the Developer/Builder for anything, except the responsibility to admit such allottees to the nominal membership of the society.

15. The construction to be made by the Builder/Developer at his own cost on the portion of the land in blue colour shall be strictly as per the plans sanctioned by the Nagpur Improvement Trust, Nagpur vide permission No. CS/520/16587, dated 24-11-88 and no deviation therefrom by the Developer/Builder shall be permitted.



16. It is specifically understood between the society and the Developer/Builder that the Developer/Builder is being permitted to develop the portion of the land admeasuring 30939 sq.ft. with a right to allot the construction made in parts solely on account of the fact that the society on account of the financial stringency is not in a position to otherwise consume the entire floor space index available on the land which is one of the terms for grant of land by the State of Maharashtra to the society and that the Developer/Builder has taken the responsibility of bearing the entire cost of public utility items such as roads, gardens, children's park, swimming pool, community hall etc.
17. It is specifically understood between the society and the Developer/Builder that all the sub-contractors engaged or to be engaged by the Developer/Builder of the other part of the labour working on the site shall have no privity of contract with the society and the society shall not be answerable to them in any manner. It shall suffer from no obligation ~~xxxx~~ towards these persons. The society shall be under no obligation under the agreement except that of making payment of the amounts agreed upon in this agreement as per the schedule of payment at Annexure-A. In addition to the construction hereinbefore expressly provided in the complex general amenities free of cost as per specifications in Annexure-C to this agreement.
18. The Developer/Builder shall comply with all statutory requirements governing the field and any default on the part of the Developer/Builder in that behalf shall be his sole responsibility. Should, however, the society suffer any loss on account of non-compliance of statutory requirements by the Developer/Builder, the Developer/Builder shall compensate the society for every such loss..
19. All taxes leviable on the activity of the construction or allotment of apartments shall be borne by the Developer/Builder including the ~~xxxx~~ turn over tax, the society not being responsible for the same in any manner.
20. Expenses relating to preparation of plan, designs, drawings and supervision etc. shall be borne by the Developer/Builder, including Architect's fee which have been quantified at Rs.1,60,000/- (Rs.One Lac sixty thousand only).
21. The possession of the said land has been delivered by the society to the Developer/Builder today for construction and development simultaneously with the execution of the present agreement.

8650
Ann. C



22.

In case of any dispute between the parties regarding this Agreement, of its interpretation or with regard to anything in the agreement by this Agreement or incidental thereto, the parties hereto agree to refer such dispute or disputes to the arbitration of the panel of Shri Prathakar C. Marpakwar, r/o 296 Shankarnagar, Nagpur-10 and Shri S.P. Dharmadhikari, r/o 92 Sajaj Nagar, Nagpur-10, whose decision shall be binding on the parties. The parties hereby stipulate that this clause be treated as arbitration clause agreement within the meaning of the Indian Arbitration Act, 1940. The Two Arbitrators named herein shall appoint an umpire before entering upon any reference when made.

SCHEDULE OF PROPERTY

All that piece and parcel of land bearing Khasra Nos. 67/1 and 68/1 of Mouza-Gadga (Dharampeth) Tahsil and Distt - Nagpur admeasuring 54444 Sq. ft. and Khasra No. 65/2 admeasuring 30939 together admeasuring 85383 sq. ft. granted by Government Memorandum No. LCS-4983/3912/CR-272/G-4 Revenue and Forest Department, Mantralaya, Bombay-400 032, dated 22-2-1984 -

Khasra No. 67/1, 68/1 bounded on -
 East - Agricultural college.
 West - Football ground, Sarvodaya Ashram,
 North - Hockey ground.
 South - Nallah

and
 Khasra No. 65/2 bounded on -
 East - Football ground.
 West - Link Road joining North Ambazari Road,
 and Nagpur Amaravati Road.
 North - Sarvodaya Ashram.
 South - Nallah.

IN WITNESS WHEREOF, the parties to this AGREEMENT have subscribed their respective signatures to this Agreement on this day, month and year hereinabove mentioned.

WITNESSES:

1. [Signature]
 (L. T. Joshi)

2. [Signature]
 (Ahal Bahadur Singh)

SOCIETY

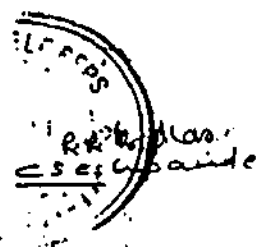
1. [Signature]
 (D.D. PURCHIT, PRESIDENT)

2. [Signature]
 (PRAKASH DESHPANDE)
 GENERAL SECRETARY.

DEVELOPER/BUILDER

1. [Signature]
 (GIRISH DESHPANDE, PARTNER
 SRUSHTI DEVELOPERS)

2. [Signature]
 (RAMESH SIDKAR, PARTNER
 SRUSHTI DEVELOPERS.)



SCHEDULE OF SPECIFICATIONS FOR APARTMENT BUILDINGS.

GENERAL SPECIFICATIONS FOR FLATS.

1. R.C.C. frame structure.
2. Outer walls 14" thick as per Joshi Bond.
3. Box type steel doors frames of size 4"x2 1/2"
4. Novpan door shutters in teak wood frame.
5. Steel windows with glazing and fixtures.
6. Internal plaster complete with nitroo finish and painting with oil bound distemper.
7. Wash basin with two rows of glazed tiles.
8. Kitchen otta with Kudappa top and 2' height glazed tiles.
9. Glazed tiles in W/C 2' and bath 3'.
10. Kottah stone in bath room floor.
11. Kudappa stone for window seals.
12. Grey cement moziac tiles in rooms & balconies.
13. Power points in kitchen and bathroom.
14. Water supply through overhead water tanks.
15. R.C.C. lofts in Kitchen, one in each bedroom and toilet loft.
16. Cupboards one each in bedroom complete with shutters.
17. Three ceiling fans in each flat.
18. curtain rods for window and doors.
19. Sufficient electrical points for each flat.
20. Shower rose in bathroom.
21. Sand faced plaster for outer walls.
22. Painting with Snowcem.

WITNESSES:

1. [Signature]
(C. L. T. Joshi)

2. [Signature]
(A. Baladad Singh)

SOCIETY

1. [Signature]
(D. D. PUROHIT, PRESIDENT)
Journalist's Coop. Housing
Society.
2. [Signature]
(PRAKASH DESHPANDE)
General Secretary,
Journalist's Coop. Housing
Society.

DEVELOPER/BUILDER.

1. [Signature]
(GIRISH DESHPANDE)
Partner, SRUSHTI DEVELOPERS.
2. [Signature]
(RAMESH BIDKAR)
Partner, SHRUSHTI DEVELOPERS.



R. R. Bidkar
[Signature]

17. Dish Antenna including cabling work.
18. Rain water and sewerage disposals, wherever required.

WITNESSES:

1. (Signature)
(L. T. Joshi)

2. (Signature)
(Ajai Babarud Singh)

SOCIETY

1. (Signature)
(D. D. PURHIT.)
President, Journalist's
Coop. Housing Society.

2. (Signature)
(PRAKASH DESHPANDE)
General Secretary,
Journalist's Coop. Housing
Society.

DEVELOPER/BUILDER

1. (Signature)
(GIRISH DESHPANDE)
Partner, SRUSHTI DEVELOPERS.

2. (Signature)
(RAMESH BIDKAR)
Partner, SRUSHTI DEVELOPERS.



R. K. Bidkar.
Cserd punde

ANNEXURE-A.

SCHEDULE OF PAYMENTS.

1. At the time of agreement. -- Rs. 10,30,000-00
2. After completion of IInd slab-- Rs. 20,60,000-00
3. After completion of Vth slab -- Rs. 20,60,000-00
4. After completion of brickwork. Rs. 10,30,000-00
5. After completion of finishing work. Rs. 10,30,000-00
6. At the time of handing over. -- Rs. 5,71,000-00

Rs. 77,81,000-00

WITNESSES:

1. (Signature)
(L. T. Joshi)

2. (Signature)
(A. B. Badar Singh)

SOCIETY

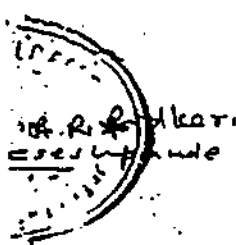
1. (Signature)
(D. D. PURCHIT, PRESIDENT
Journalist's Coop. Housing
Society.

2. (Signature)
(PRAKASH DESHPANDE)
General Secretary,
Journalist's Coop. Housing
Society.

DEVELOPER/BUILDER

1. (Signature)
(GIRISH DESHPANDE)
Partner, Srushti Developers.

2. (Signature)
(RAMESH BIDKAR, Partner
Srushti Developers,



Journalists Co-operative Housing Society Ltd.

Tilak Patrakar Bhavan,
Panchsheel Square, Nagpur-440 010.
(Regd. No. NGP/HSG/146 of 1983 Dated 22nd July 1983)



[Handwritten signature]

STAMPS OF Rs. ELEVEN
THOUSAND TWO HUNDRED
AND TWENTY ONLY

ए. प्रकाश दास
निर्वाहक सचिव

Additional Treasury Officer
NAGPUR

-1 JAN 1987

[Handwritten signature]

From XIII
(See Rule 42 (1) (b))

ए. प्रकाश दास
निर्वाहक सचिव

(Form of Agreement to be passed by persons intending to become occupants of Land Situated
in Urban Area included in a development scheme or in other special cases.)

AGREEMENT

(On the stamps of Rs. 11,220 i.e. at the rate of Rs. 85 per Thousand for the occupancy
price of Rs. 1,32,000/-)

To
The Collector of Nagpur District, Nagpur

the Journalists Co-operative Housing Society Ltd, Tilak Patrakar Bhavan, Nagpur-440 010.
through Shri D. D. Purohit, President & Shri Prakash Dashpande, General Secretary, on behalf of
ourselves, our heirs, executors, administrators and assigns agree to occupy the land specified in
Schedule hereto (hereinafter referred to the said land) on the Conditions stated below

1. **LAND REVENUE.** We will pay the land revenue from time to time lawfully due in respect of the said land at assessment, the sum of Rs. 2458=90. (being at the rate per N.A.A. or at such lower rate as is leviable under the rules for the time being in force and applicable to such land) for the period of fifteen years. Thereafter, we will pay such assessment for such further period as may from time to time be fixed by lawful authority.

2. **USE.** We will not use or permit the use of the said land and the building erected or to be erected thereon for any purposes other than residential purpose without the previous sanction of the Collector. We will duly comply with the conditions contained in the second Schedule thereto.

3. **RESERVATION OF MARGIN.** If at any future date the Collector shall give us notice in writing that a strip from the margin of the said land not more than 15 metres in depth is required by the Government for the purpose of a road, we will at the expiration of one month after the receipt of such notice, quietly surrender and hand over the possession of such strip to the Collector in consideration of receiving from the Government in exchange and as full compensation thereof proportionately payable upon the strip so surrendered. Provided that where, the materials of any gate, wall, pavement of such other authorized erection or construction on such strip cannot in the opinion of the Collector be removed without appreciable loss, such further compensation on this account shall be paid to us as the Collector may deem fit.

4. **LIABILITY OF RATES** We will pay all taxes, rates, cesses leviable in respect of such land.

5. **TENURE.** a) We, our executors, administrators and approved assigns shall not at any time transfer the said land or any portion thereof or any interest therein without the previous written sanction of the Government.

b) We, our heirs, assigns, legal representatives shall not at any time by partition, inheritance, lease, mortgage or otherwise howsoever transfer the said land except as a whole or allow any portion of it to be cultivated, used or occupied by any other person so as to divide it.

6. **TRANSFER.** a) We will not dispose of the land except along with the constructions thereon and the factory plant installations. If any and the land so disposed off shall not be used for the purpose other than the purpose for which it was initially granted, without the permission of the state Government.

b) We will not sub-divide the land or dispose of any such sub-division without the permission of the state Government.

c) In case, we dispose off the land along with the factory, plant and other installations thereon by way of sale, the state Government shall be entitled to half the unearned increment and where such land is transferred without any construction aforesaid, the state government shall be entitled to unearned increment upto 80 percent.

7. **PROVISIONS OF CODE APPLICABLE.** The provisions of the said code and all rules and orders for the time being in force thereunder shall apply to our occupation of the said land so far as the same may be applicable.

8. The society shall get the land properly developed through the Nagpur Improvement Trust only.

9. The members of the applicant society shall firstly be approved by the Collector before they are considered for allotment of flats.

10. The society shall construct multi-storied building and each flat therein shall have carpet area as has been prescribed by Lawful Authority.

11. **PENALTY CLAUSE.** a) If we contravene any of the foregoing conditions or any rules made under the code and applicable in relation to any land aforesaid the Collector may without prejudice to any other penalty to which we may be liable under the provisions of the said Code, continue the said land in our occupation on payment of such fine and or assessment as he may direct, unless the land is resumed under rule 41 of the Maharashtra Land Revenue (Disposal of Government Land) Rules 1971.

b) Notwithstanding, anything contained in sub clause (a) above it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the Collector and on such removal or alteration being carried out within the prescribed period he may cause the same to be carried out and may recover the cost of such removal or alteration.

SCHEDULE-I

Khasara No.	Length & Breadth		Total Superficial Sq. Feet.	Boundaries			Remarks	
	North to South	East to West		North	South	East		West
1.	2.	3.	4.	5.	6.	7.	8.	
1. 67/1 B 68/1 of Mauza Gadga Dharampath, Nagpur.	As shown in the map.		85,383 Sq. Feet.	Hockey Ground	Nallah	Agri. College	Sarvodaya Ashram & Chaurasia Plot	Boundaries as shown in the map attached herewith as Annexature I
2. 65/2 of Mauza Gadga Dharampath, Nagpur.	As shown in the map.			Sarvodaya Ashram	Nallah	Football ground	Link Road, Joining North Ambazari Rd. & Nagpur-Amravati Rd.	

SCHEDULE-II

1. The applicant shall build on the plot in accordance with the building bye-laws framed by the Municipal Council/Corporation.
2. The grant shall be subject to the following special conditions.
 - a) That on the said land buildings of a substantial and permanent character shall be built within a period of two years from the date hereof or within such period as may be fixed by lawful authority.

Dated: day of

at Nagpur
(Signature)
 President
 (D. D. Purohit)
(Signature)
 General Secretary
 (Prakash Deshpande)

DECLARATION

We declare that D. D. Purohit, President and Prakash Deshpande, General Secretary of the Nagnallata Co-operative Housing Society, Nagpur who have signed this agreement are to our personal knowledge the persons who represent themselves to be and that they have affixed their signature thereto in our presence.

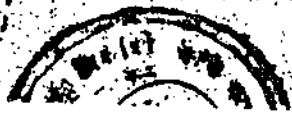
Dated

Signed Witness No. 1
(Signature)

Witness No. 2
(Signature)

ACCEPTED

Signed
(Signature)



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Handwritten text in the lower left section, possibly a name or title.

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Handwritten text below the signature at the bottom left.

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Large handwritten text on the right side, possibly a name or title.

Small printed text block on the right side, containing a few lines of text.

Circular stamp at the bottom right corner.

(1)

प्रमाणपत्र

२०४

ज. सा. क्र. ८ कडून प्रमाणपत्र
 देण्यात येत आहे. सरचिटणीस जनरल
 जो. डॉ. होसिंग कोम्पायटी नागपूर यांना
 सरकारी आदेशाप्रमाणे मोजर जाडगा
 येथील रपाकडे प्रमाणे जमिनी देण्यात आले

मुख. ख. नं.	दिलेली जागा	नसित खसरा नं.
६५/२ पैकी	०.२८ आर	६५/६
६७/१ पैकी	०.१४ आर	६७/३
६८/१ पैकी	०.३६ आर	६८/५
	<u>०.७८</u>	(८३३८३ चौ. फूट)

सर्व प्रमाणपत्र सादर



R. B. Singh

P. C. No. 8

16/9/91