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पावती

Original/Duplicate

Wednesday, January 20, 2016

नोंदणी क्र.: 39म

2:04 PM

Regn.: 39M

पावती क्र.: 468 दिनांक: 20/01/2016

गावाचे नाव: वर्धा

दस्तऐवजाचा अनुक्रमांक: वरद-216-2016

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: श्री नाथ डेव्हलपर्स तर्फे श्री ईश्वर बल्लभदास गांधी - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 400.00

दस्त परत दिले

पृष्ठांची संख्या: 20

एकूण:

रु. 30400.00

आपणास मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे
2:24 PM ह्या वेळेस मिळेल.

Sub-Registrar Vardha

वाजार मूल्य: रु. 6150000/-

मोबदला: रु. 6150000/-

भरलेले मुद्रांक शुल्क: रु. 246000/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006572307201516E दिनांक: 18/01/2016

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 400/-

AGREEMENT OF DEVELOPMENT

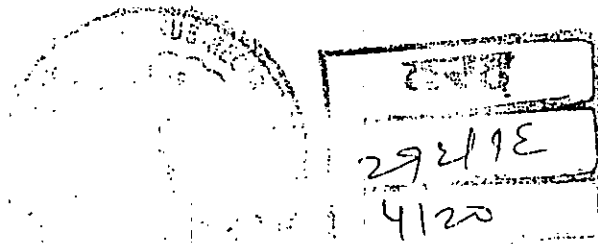
*For Rs. 61,50,000/-
(Rs. Sixty One Lacs Fifty Thousand Only)*

MOUZA-WARDHA (PALAKWADI)

Sheet No.66, City Survey No. 1673

**Stamps Rs. 2,46,000 /-
Before Sub. Registrar Wardha**

THIS AGREEMENT OF DEVELOPMENT and Sale is made on
this 20th day of Jan. 2016.



BETWEEN

PARTY NO. 1A:- SHRI ALOK MAHENDRA BISANI

Aged about - 30 yrs., occu. - Business PAN-AJBPB6552G
R/o 101, "A' Wing First Floor, KENMORE
Building, Lokhandwala Complex, Anderi (W),
Mumbai-400053.

1B:- SHRI DHIRAJ SUBHASHCHANDRA LAHOTI

Aged about - 35 yrs., occu. - Business PAN-ACIPL5357M
R/o "SAI DHAM", Flat No 401, Mahlgi Nagar,
Hudakeshwar Road, Nagpur.

Hereinafter referred to as The "**OWNER/PARTY NO.1**" (which expression shall unless repugnant to the context or meaning thereof always mean and include the said owners, their legal heirs, successors, executors, legal representatives, administrators, agents, assigns) on the **ONE PART, AND**

PARTY NO. 2:- SHREE NATH DEVELOPERS, PAN - ACYFS1579C
having it's office at "Nalwadi", Nagpur Road, Wardha, Tah. Dist. Wardha,
Acting through its Partners,

A. SHRI ISHWAR BALLABHADAS GANDHI

Aged about 46 yrs., Occu. - Business PAN- AAPPG6759H
R/o Nirmala, Agaram Devi Square,
Ganeshpeth, Nagpur-18.

B. SHRI HEMANT JAMNADAS BISANI

Aged about - 54 yrs, occu. - Business PAN- ANAPB5478J
R/o Plot No. 15, "Braj kunj",
Mohan Nagar, Wardha-442001.

Hereinafter called as **Builders & Developers/ PARTY NO.2** (which expression shall unless repugnant to the context or meaning thereof always mean and include the said Partnership Firm, its Partners, their legal heirs, successors, executors, administrators, agents, officers and assigns) of the **SECOND PART, AND**

WHEREAS the Party No.1/OWNER abovenamed is the possessor and absolute owner of the all that piece and parcel of land within the limits of Wardha Municipal Council, bearing Council House No. New 405/437 (old 392), admeasuring about 510.20 Sq. Mtr. (5491.79 Sq. Ft.), situated at Mouza-Wardha (Palakwadi), Ward No. New17 (old 33), Sheet No.66, City Survey No. (Plot No.) 1673, Tal. Dist. Wardha. which is more particularly described in the schedule hereunder written.

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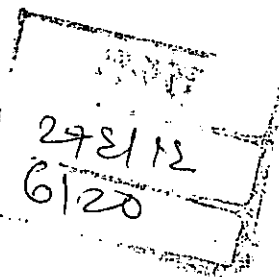
That the present owner acquired the title of this property from Sau. Manjusha Gunvantrao Uppalwar, Sau. Sanjivani Hemantrao Kumarle & Sau. Alka alias Anjali Mukundrao Uppalwar, on dtd. 9/3/2011 by virtue of Regd. Sale Deed, which is registered in the office of Sub. Reg. Wardha at serial No. 1970. As such the present owners became the absolute owner of abovesaid property.

AND WHEREAS the present owners desirous to develop the said property by constructing thereon a multistoried building consisting of various self contained Commercial/Residential Apartments therein by utilizing and consuming the available permissible F.S.I. but as the Owner have no experience of such development/construction activity and the developer is reputed and well experienced builder as such owners/Party No-1 approached and requested the Developer to undertake the same.

AND WHEREAS after detailed negotiations between the Party No. 1 and 2, the Builder/Developer agreed to undertake the work and parties hereto arrived at an agreement which is reduced in writing as under-

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. THAT, the owners hereby allow to develop and the Developer hereby agrees to undertake to develop the property i.e. all that piece and parcel of land within the limits of Wardha Municipal Council, bearing Council House No. New 405/437 (old 392), admeasuring about 510.20 Sq. Mtr. (5491.79 Sq. Ft.), situated at Mauza-Wardha (Palakwadi), ward No. New 17 (old 33), Sheet No.66, City Survey No. (Plot No.) 1673, Tal. Dist. Wardha. Which is more particularly described in the schedule hereunder written.
2. THAT, the Owners/Party No-1 agrees to entrust and accordingly authorized the Party No. 2/ Developer to prepare the building plan of the proposed building to be constructed over the said plot of land. And Party No. 2/ Developer agrees to undertake the work of development of the said plot of land and to prepare and further agrees to submit the same to the competent authority for obtaining the necessary sanction to the said building plan.
3. THAT, the Owners/Party No1 have entrusted the development work to the Builder/Developer for the total consideration of Rs. 61,50,000/- (Rs. Sixty One Lacs Fifty Thousand Only) to be paid by the Developer to the Owners and payment of the consideration is agreed to be made as follows :-



MODE OF PAYMENT

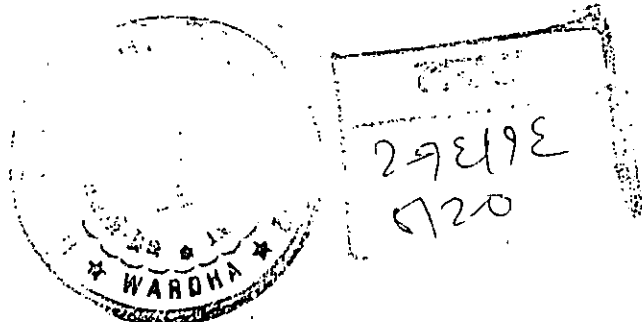
- i) Rs.21,000/- (Rs. Twenty One Thousand Only) Paid to Shri Alok M. Bisani by Cheque No.769002, Drawn on Vijaya Bank, Wardha, dtd. 24/11/2015.
- ii) Rs.21,000/- (Rs. Twenty One Thousand Only) Paid to Shri Dhiraj S. Lahoti by Cheque No.769003, Drawn on Vijaya Bank, Wardha, dtd. on 24/11/2015.
- iii) Rs.10,00,000/- (Rs. Ten Lacs Only) Paid to Shri Alok M. Bisani by Cheque No.769020, Drawn on Vijaya Bank, Wardha.
- iv) Rs.10,00,000/- (Rs. Ten Lacs Only) Paid to Shri Dhiraj S. Lahoti by Cheque No.769021, Drawn on Vijaya Bank, Wardha.
- v) Rs.10,00,000/- (Rs. Ten Lacs Only) Paid to Shri Alok M. Bisani by Cheque No.769022, Drawn on Vijaya Bank, Wardha.
- vi) Rs.10,00,000/- (Rs. Ten Lacs Only) Paid to Shri Dhiraj S. Lahoti by Cheque No.769023, Drawn on Vijaya Bank, Wardha.
- vii) Rs. 10,54,000/- (Rs. Ten Lacs Fifty Four Thousand Only) Paid to Shri Alok M. Bisani by Cheque No.769024, Drawn on Vijaya Bank, Wardha.
- vii) Rs. 10,54,000/- (Rs. Ten Lacs Fifty Four Thousand Only) Paid to Shri Dhiraj S. Lahoti by Cheque No.769025, Drawn on Vijaya Bank, Wardha.

Rs. 61,50,000/- (Rs. Sixty One Lacs Fifty Thousand Only)
Total consideration.

4. The Owner do hereby handing over the papers and physical possession of the said property to the developer for the development.

5. The DEVELOPER/Party No.2 shall be free to recover the amount of land agreed to be paid to the OWNER as stated hereinabove directly from the prospective purchaser in whatever amount and in the manner deems fit and proper. The OWNER shall not demand anything on that account except the payment as stated in Para 3 hereinabove from the DEVELOPER/Party No.2.

6. That it is understood by the Owner that the DEVELOPER intends to develop the said plot of land, into a residential estate and commercial chambers by constructing a multistoried building thereon, consisting of various self contained separate Apartments therein. It is therefore agreed by Vendor/owner that the DEVELOPER shall be entitled to utilize and exhaust the entire F.S.I. as may be available at present and that may hereinafter become available at any time in future due to increase in F.S.I.



7. That the owner hereby agree that they will sign the plans of the proposed building intended to be constructed by the DEVELOPER on the said plot of the land and shall also sign necessary forms/ applications indemnity bond and swear an affidavit to be submitted to the Nagar Parishad, Corporation, Town Planning for seeking sanction thereto and shall extend necessary co-operation to the DEVELOPER in this behalf. However, the DEVELOPER shall bear the costs and expenses required to be made on the account and without any risk or cost or liability on the part of the Owner.

8. That the owner shall on request of the Developer, execute agreement to sale, sale deed, deed of apartment in favour of prospective purchaser and get it registered before the sub registrar at Wardha.

9. That the owner shall answer all reasonable requisition on the title to be made by the Developer and shall establish good, valid and marketable title to the property hereby agreed to be developed. And from the date of this agreement, developer firm will be answerable and will be held liable for any transaction made by them in execution of the powers confirmed by the Owner by virtue of Power of Attorney and this agreement of development.

10. The property hereby agreed to be developed shall be taken to be correctly described in the schedule hereunder written and any misstatement error or omission if discovered the same shall not annul this agreement but the same is always subject to the corrections by the parties hereto.

11. THAT the Owner shall in no way obstruct or interfere in the building construction activities as may be undertaken by the developer after getting the plan sanctioned from Nagar Parishad/ Municipal Council.

12. That the DEVELOPER shall appoint his own Architect, Engineer and Supervisor for the purpose of abovesaid works, and Owner/ Party No 1 shall not interfere or obstruct the DEVELOPER in any manner, what so ever in this behalf.

13. That the owners agrees to transfer by way of Sale, the undivided proportionate, variable individual share and interest in the said plot of land to the respective individual Apartment owners as may be nominated by the DEVELOPER, in addition to the execution of registered General Power of Attorney by the Owner in favour of Party No. 2.

14. That the drafts of the Agreements to Sale, Sale Deed, Deed of Declaration, Apartment Deed, or any other documents necessary to complete the land hereby agreed to be sold shall be got prepared by the DEVELOPER at its own cost and the Owners agrees to execute the same and registered before Sub registrar's office, subject to such changes as the fact and events may warrant.

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15. THAT the Owners do hereby allow and permit the developer to purchase the T.D.R. in their name and add the same to the F.S.I, of the said Plot for construction of the proposed Multistoried Building. However the Owner hereby specifically declare the they will have no right, title and/or interest of any kind whatsoever in respect of the T.D.R. as purchased by the Developer.

16. The DEVELOPER shall have full liberty to advertise for Sell of Apartments and also to display the board for that purpose on the property or anywhere else.

17. That, on demolition of old structure existing on the said plot , all material thereof, i.e. wooden and iron , windows, doors, cupboard etc. will be the property of Developer and Owner shall not claim any right on it.

18. That, if any dispute with respect to the present agreement, arrises between the parties in future then it shall be referred to the Arbitration i.e. one Arbitrator appointed by each party, which will be final and binding on both the parties.

19. That the Vendor shall execute an Irrevocable General Power Of Attorney and get it registered before the sub registrar at Wardha, empowering and authorizing any person to be nominated by the DEVELOPER to sign/ execute various Agreements to Sell, Sale Deeds, Deed of Declaration, various Apartment Deeds and all other kinds of documents on their behalf and also to carry out and observe all the obligations on their part herein contained of otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be sold and this power will not be withdrawn or revoked by the Vendor until the transactions envisaged herein is completed in all respects. However the Vendor shall not incur any monetary responsibility arising out of the nomination of the attorney.

20. That the owner shall sign and execute a deed of declaration u/s 2 of Maharashtra Apartment Ownership Act, 1970 and also various Apartment deeds in favour of each such prospective individual buyer(s) as may be nominated by the Developer, provided however that the entire cost of stamp duty and registration fees etc. payable thereon is borne and paid by the developer/ prospective purchaser.

21. THAT in case the owner fails or neglects to fulfil and observe all or any of the obligations on his part as hereinabove contained or otherwise required by law and also to execute various Agreements to Sale , Sale Deeds, Deed of Declaration and various Apartment Deeds etc. As stipulated above, the developer shall be entitled to enforce specific performance of these contract by instituting legal proceedings against the owner and in such event the owner shall be liable to reimburse all cost and damages caused to the developer and the developer shall also have the choice of depositing the balance sale price in court of law and get the sale deed(s) executed in it's favour or in favour of it's nominee (s) being the prospective buyers.



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22. THAT the owner agrees to pay and discharge all his income Tax, wealth Tax and Capital gain Tax liabilities if any, arising out of this transaction.

23. THAT, this agreement/contract is subject to the jurisdiction of the Competent Civil Court at Wardha.

24. It is hereby agreed between the parties that the Council Taxes, ground rent, N.A. Tax, electric meter bill, water works Dept. and any other Govt. Dues/ Taxes and revenue, till the date of possession will be borne by the Owner/Party No.1.

25. THAT on registration of the sale deed(s), the owner agrees to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said land in favour of each such individual prospective buyers in all relevant records.

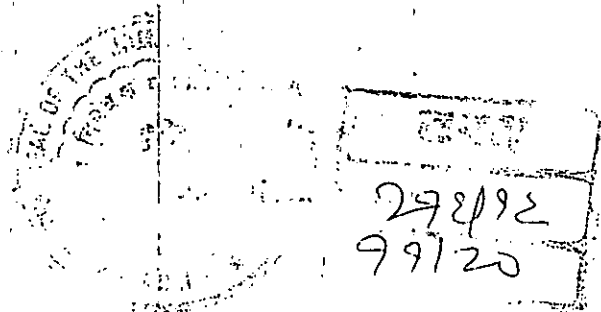
26. THAT the developer shall be liable to pay all charges and deposits for obtaining sewer, water and electricity connections and meters in the proposed building.

27. THAT the developer agrees to pay Sales Tax, VAT or any other tax as may be levied by the Govt. of Maharashtra or Union Govt. on transfer of land, cost of construction and/or wages paid therefore and shall always keep the owner indemnified against the same.

That the Party No. 2 / Developer is Partnership Firm and all the Partners are signing this Agreement of Development. But it is agreed and decided between Partners that the eighter of the partner will solely execute and present all further documents like, Agreement to Sale of Flats and/or Sale Deeds of Flat before Sub. Registrar, in favour of Perspective Purchasers and all other documents.

28. All the expenses on account of the stamp duties, registration charges payable thereon shall be borne and paid the DEVELOPER and the prospective buyers.

THAT the Owner hereby assures that the said plot is free from all encumbrances, claims, liens, demands, taxes, non agricultural assessments etc. It is further made clear that the said plot is neither mortgaged nor the owner has entered in to any agreement for Sale/ Development. If anything found wrong with the title relating to this plot, Owner shall be fully responsible for that and will make it clear with it's own cost.



SCHEDULE OF PROPERTY

All that piece and parcel of land within the limits of Wardha Municipal Council, bearing Council House No. 405/437 (old 392), admeasuring about 510.20 Sq. Mtr. (5491.79 Sq. Ft.), situated at Malgajari Pura, Namdev Math Road, Mauza-Wardha (Palakwadi), Ward No. New 17 (old 33), Sheet No. 66, City Survey No. (Plot No.) 1673, Tal. Dist. Wardha and bounded as under :-

On East by	-	City Survey No. 1659, 1660, 1661
On West by	-	Nagar Parishad Road & City Survey No. 1674, 1675
On North by	-	Nali and thereafter House
On South by	-	City Survey No. 1658

In witness whereof the Owner/Party No. 1 and Developer/Party No. 2 hereinabove mentioned have hereto set their respective hands and sign this Agreement of Development at Wardha in presence of attesting witness, on the day mentioned hereinbefore.

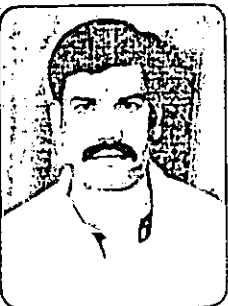
WITNESS:-



1. *Dr. R. P.*



A. *Alok Bisani*
SHRI ALOK M. BISANI



2. *Dr. R. P.*



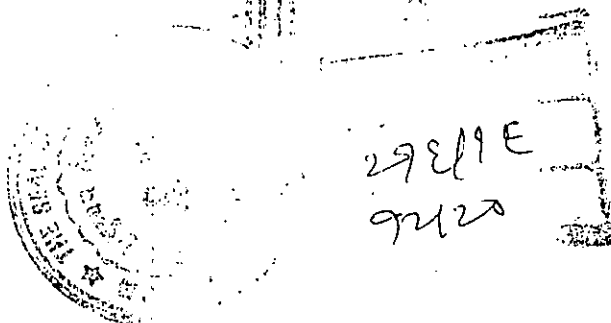
B. *Dr. R. P.*
SHRI DHIRAJ S LAHOTI
OWNERS/PARTY NO.1



A. *Ishwar B. Gandhi*
SHRI ISHWAR B. GANDHI



B. *Hemant J. Bisani*
SHRI HEMANT J. BISANI
Partners M/s Shree Nath Developers
DEVELOPERS/PARTY NO.2





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दस्त गोपवारा भाग-2

वरद

दस्त क्रमांक:216/2016

9/2/20

दस्त क्रमांक :वरद/216/2016

दस्ताचा प्रकार :-विकसनकरारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री अलोक महेंद्र विसानी - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: Adheri Vest, महाराष्ट्र, मुम्बई. पॅन नंबर:AJBPB6552G	लिहून देणार वय :-30 स्वाक्षरी:- <i>Alok Bisan</i>		
2	नाव:श्री धिरज सुभाषचंद्र लाहोटी - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: हुडकेश्वर रोड, नागपूर, महाराष्ट्र, नागपूर. पॅन नंबर:ACIPL5357M	लिहून देणार वय :-35 स्वाक्षरी:- <i>Dhiraj</i>		
3	नाव:श्री नाथ डेव्हलपर्स तर्फे श्री ईश्वर वल्लभदास गांधी - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: गणेशपेठ, नागपूर, महाराष्ट्र, नागपूर. पॅन नंबर:AAPPG6759H	लिहून देणार वय :-46 स्वाक्षरी:- <i>Nath</i>		
4	नाव:श्री नाथ डेव्हलपर्स तर्फे श्री हेमंत जमनादास विसानी - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: मोहन नगर, वर्धा, महाराष्ट्र, वर्धा. पॅन नंबर:ANAPB5478J	लिहून देणार वय :-54 स्वाक्षरी:- <i>Hemant</i>		

वरील दस्तऐवज करून देणार तथाकथीत विकसनकरारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:20 / 01 / 2016 02 : 06 : 48 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री हरिष वल्लभदास गांधी - वय:42 पत्ता:नानवाडी, वर्धा पिन कोड:442001		
2	नाव:कु. योगिता भाउराव ढोके - वय:26 पत्ता:हुडकेश्वर रोड, नागपूर पिन कोड:440034		

शिक्का क्र.4 ची वेळ:20 / 01 / 2016 02 : 07 : 44 PM

शिक्का क्र.5 ची वेळ:20 / 01 / 2016 02 : 08 : 08 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrār Vardha

EPayment Details.

1 MH005934812201516E
2 MH006572307201516E

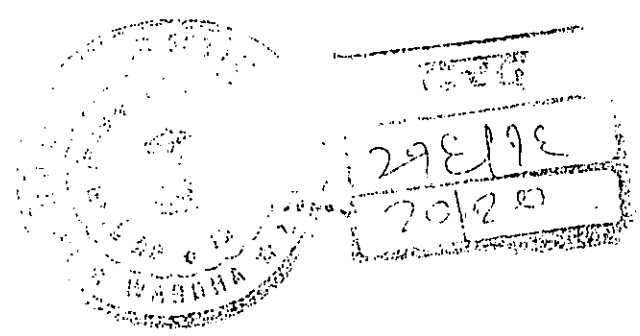
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216 /2016

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- 2. Get print immediately after registration

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..... १ प्रकाश
..... 298 बीर
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सहस्र वधा
सु. 20. न. १ 92

..... बी, या
..... 20 जाने आहे
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क-कुलन विनयक नं. १, वधा

Carpet

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Per Sqmt.