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Saturday, April 01, 2017
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पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 2156 दिनांक: 01/04/2017

गावाचे नाव: [illegible]
दस्तऐवजाचा अनुक्रमांक: [illegible]-1235-2017
दस्तऐवजाचा प्रकार : [illegible]
सादर करणाऱ्याचे नाव: [illegible]

नोंदणी फी	₹ 30000.00
दस्त हाताळणी फी	₹ 540.00
पृष्ठांची संख्या: 27	
एकूण:	₹ 30540.00

[illegible]

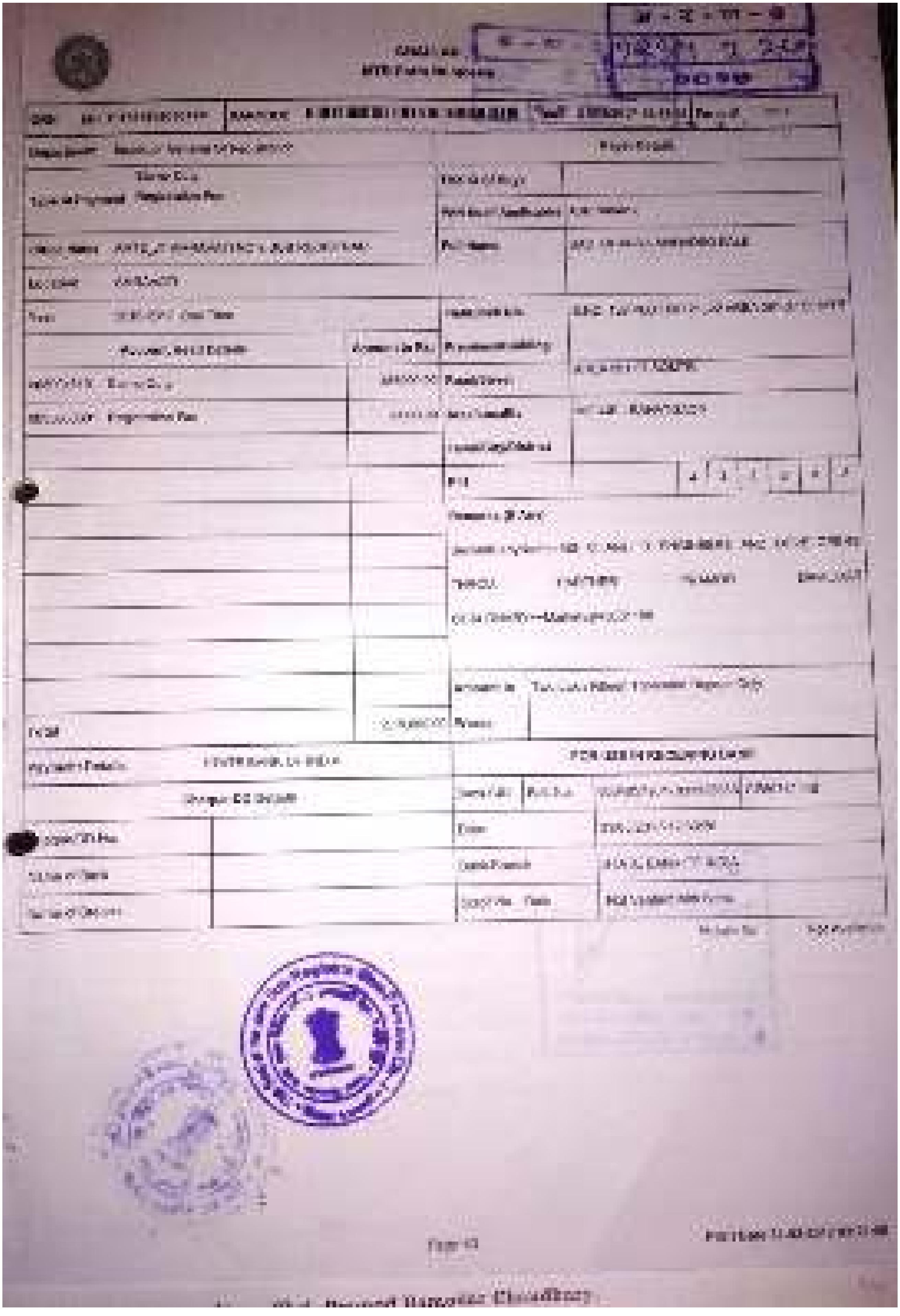
Joint Sub Registrar Amaravati 1

बाजार मूल्य: रु.3081180 /-
मोबदला रु.3081180/-
भरलेले मुद्रांक शुल्क : रु. 185000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010178156201617M दिनांक: 01/04/2017
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 540/-

4/1/2017

Name of Branch		Scroll No. , Date	Not Verified with S



[illegible]

AGREEMENT OF DEVELOPMENT AND BUILDING CONSTRUCTION WITH SPECIAL POWER OF ATTORNEY

Mouza - Shegaon, Plot No. 228 open plot @ Rs. [illegible] per sq.m.)
As per Govt. valuation open plot valued at Rs. 26,82,000/- [illegible] Flat @ Rs. 24,[illegible]/- per Sq. [illegible] office @ Rs. 30,[illegible]/- per sq. [illegible] Govt. [illegible] plot [illegible] Govt. [illegible] Flat & office [illegible] of Flat [illegible] 17,[illegible] @ Rs. [illegible] for this agreement date of this agreement.
As per these rates total Consideration cost of constructed flat & office is assessed at Rs. 36,81,[illegible]
Stamp duty Rs. 1,47,[illegible]/- + [illegible]/- & Registration charges of Rs. 30,[illegible]/- paid by challan;

THIS **AGREEMENT OF DEVELOPMENT AND BUILDING CONSTRUCTION** is made and executed on this ___ Day of **March 2017** between :

1) **Mrs. Chanda Mahadeo Kale** (PAN [illegible])
Aged about 55 years, Occ. - Housewife,
R/o. [illegible] Colony, Amravati, Tq. & Dist. Amravati - [illegible]

2) **Mrs. [illegible] Pradip Chaudhary** (PAN [illegible])
Aged about 47 years, Occ. - Housewife,
R/o. Mahatma Fule Nagar, Amravati, Tq. & Dist. Amravati - [illegible]

(hereinafter referred to as the **"OWNER"** [which expression unless repugnant to the context, shall always mean and include its legal heirs, representatives, executors and assigns] being the party of **FIRST PART.**

AND

M/s. [illegible] Engineers & Developers, (PAN [illegible]),
through it's partners,

1) **Shri. Pramod [illegible] Chaudhary,**
Aged 47 Yrs, Occupation : [illegible],
R/o. [illegible] Colony, Amravati, Tq. & Dist. Amravati [illegible]

(3) **Smt. [illegible] Rajesh [illegible],**
Aged [illegible] years, Occupation: Business & Developer,
R/o. [illegible] Colony, Rahatgaon Chowk, Amravati,
Tq. & Dist. Amravati — [illegible]

Hereinafter referred to as the **"DEVELOPER"** (which term shall unless repugnant to the context shall always mean and include its legal heirs, [illegible] executors and assigns) being the party of **SECOND PART**.

WHEREAS the party of the first part No. 1 **Smt. [illegible]** is the sole and absolute owner of the immovable property, described hereinafter [illegible] hereinafter referred to as the "**Plot No. 21**".

DESCRIPTION OF THE PLOT No. 21

All that piece and parcel of land situated at **Mouje Rahatgaon**, Pragane Nandgaon Peth, Tq. & Dist. Amravati within the limits of Amravati Municipal Corporation of Amravati and within the jurisdiction of Sub-Registrar, Amravati [illegible] Out of **Field Survey No. 112**, out of which agricultural land converted [illegible] as per order passed in Rev. Case No. [illegible] dated 27.03.19[illegible] known as "**[illegible] Layout**", **Nagpur Road, Rahatgaon Chowk, Amravati**, out of which layout comprising plot No. 21, **having total admeasuring [illegible] sq.ft. (278.[illegible] sq.mtrs.)** which is [illegible] bounded as under:—

Towards East : Layout Plot No. 20,
Towards West : Layout Plot No. 22,
Towards North : Survey land, and
Towards South : Layout Road.

WHEREAS said property was purchased by the **owner No. 1** from [illegible] through its general power of attorney [illegible] vide Sale Deed dated [illegible], registered at Sr. No. [illegible]/20[illegible], with the office of Sub-Registrar, Amravati, and [illegible] the name of the owner is mutated in record of rights, and

WHEREAS the party of the first part No. 2 **Smt. [illegible]** is the sole and absolute owner of the immovable property described hereinafter [illegible] hereinafter referred to as the [illegible]

4) **Shri. [illegible] [illegible] Dangade,**

Aged 50 Years, Occupation: [illegible] Developer

R/o. [illegible] Vihar Colony, [illegible] Chowk, [illegible],

Tq. & Dist. Amravati [illegible]

(Hereinafter referred to as the **"DEVELOPER"** [illegible] [illegible] **SECOND PART**

WHEREAS the party of the first part No. 1 **Smt. Chanda [illegible]** is the sole and absolute owners of the immovable property, [illegible] which is hereinafter referred to as the "**Plot No. 21**".

DESCRIPTION OF THE PLOT No. 21

All the piece and parcel of land situated at **Mouje Rahatgaon**, [illegible] Tq. & Dist. Amravati, within the limit of Municipal Corporation of Amravati and within the jurisdiction of Sub-Registrar, Amravati, Out of **Field Survey No. 134** [illegible] dated 27.11.[illegible], known as "[illegible] Layout", **Nagpur Road, Rahatgaon Chowk, Amravati** [illegible] **plot No. 21, having total admeasuring 3000 sq.ft. (278.[illegible] sq.mtr.)** [illegible] bounded as under :

Towards East : Layout Plot No. 20,
Towards West : Layout Plot No. 22,
Towards North : Remaining land
Towards South : Layout Road.

WHEREAS said property was purchased by the owner No. 1 from [illegible] through his general power of attorney [illegible] vide Sale Deed dated [illegible] 2002, registered at Sr. No. 2607/2002, with the office Sub-Registrar, Amravati, [illegible] the name of the owner is recorded in revenue records.

WHEREAS the party of the first part No. 2 **Smt. [illegible] Pradip Chaudhari** is the sole and absolute owners of the immovable property, [illegible] which is hereinafter referred to as the "[illegible]"

DESCRIPTION OF THE PLOT No. 22

All the piece and parcel of land situated at Mouje Rahatgaon, Pragane Nandgaon Peth, Tq. & Dist. Amravati, within the limits of Municipal Corporation of Amravati and within the jurisdiction of Sub-Registrar Amravati. Out of **Final survey No. [illegible]**, out of which agricultural land converted into layout as per order passed in Rev. Case No. NAP-[illegible]/Rahatgaon/[illegible]/1995-96 order dated 27.03.1996 known as **"[illegible] Layout", Nagpur Road, Rahatgaon Chowk, Amravati** out of which non agricultural **plot No. 22, having total admeasuring [illegible] sq.ft. [illegible] sq.mtrs.** which is more clearly bounded as under:

Towards East : Layout Plot No. [illegible]
Towards West : Layout Road,
Towards North : [illegible]
Towards South : Layout Road

WHEREAS said property was purchased by the **owner No. 2** from [illegible] vide sale deed dated [illegible].07.2002, registered at Sr. No. [illegible]/2002, with the office of sub registrar Amravati and accordingly the name of the owner is mutated in record of rights, and,

WHEREAS the party of the first part No. 1 and 2 amalgamate the said plot vide Rev. C. No. [illegible]/Rahatgaon/[illegible]/2016-17 order dated 17.02.2017 and after amalgamation of plots having total admeasuring [illegible] sq. mtrs.

WHEREAS the owners have no experience in development and construction, as such it is not possible for the owners to get the said property developed and hence the owners have agreed to enter into this agreement on following terms and conditions:

NOW THEREFORE THIS DEED OF AGREEMENT OF DEVELOPMENT WITNESSETH AS UNDER:-

1. That in pursuance of the mutual agreement between the parties of First and Second Part, and in consideration of the said [illegible], that the party of Second Part shall allot/grant [illegible] possession to the party of **First Part No. 1 of One Flat on First floor approximately super built up area of [illegible] sq. mt. and 1 Shop on ground floor approximately**

super building area of 18 sq. mt. [illegible] **(i) One Flat on first floor approximately super building area of** [illegible] **mt. and 1 Shop on ground floor approximately super building area of** [illegible] sq. mt. [illegible] **Property"** including [illegible] as per the norms of the Jammu Municipal Corporation.

2. That the owner has delivered the [illegible] of the said property to the Developer [illegible] possession [illegible] execution of this agreement.

3. The Developer shall be entitled to develop the said property by raising construction of commercial/residential complex [illegible] said property at his own cost [illegible] in accordance with the sanctioned map [illegible]

4. That the Developer [illegible] to make the construction [illegible] the plan and map [illegible] Jammu Municipal Corporation [illegible] to get [illegible] from the Jammu Municipal Corporation [illegible] undertake to construct the building [illegible] said property [illegible] plot [illegible] property [illegible] be made by the Developer [illegible]

That all the expenses for preparing the [illegible] plans [illegible] developing the said property, cost of entire construction [illegible] building [illegible] and all other expenses which will be required for construction and completion of the said construction [illegible] shall be borne and paid by the developer and the owner shall not be liable to share any contribution for the same.

5. The developer shall book the office and [illegible] in the said property at his own [illegible]

6. The title deed of the said property [illegible] by the owner in favour of developer [illegible] by the developer to [illegible] the owner [illegible] to execute the sale deeds, the developer shall be entitled to take the sale deed through Court by filing a suit for specific performance of contract at the cost and consequences of the owner [illegible] the developer shall be entitled to [illegible] the sale deed by the owner [illegible] construction and quality of the building [illegible] and the owner will not [illegible] in any manner whatsoever, as the owner [illegible] and [illegible] agree.

7. The said property is fully owned by the owner and [illegible] from all the encumbrances, liens, charges, mortgage and owner is [illegible] to possess and occupy the said property [illegible] person excepting the owner has any right, title, interest [illegible] in the said property. The owner shall [illegible] any nature whatsoever [illegible] the said property [illegible] clear and marketable title of the said property [illegible] the developer.

8. That before the execution of this deed, the owner shall furnish the P.R. Card [illegible] documents of title to the developer.

9. The developer shall [illegible] the entire [illegible] possession of the said property [illegible] of [illegible] for which the owner shall have no objection whatsoever.

10. That the said [illegible] the developer will be entitled to develop the said property by adding any [illegible] construction of [illegible] the said property [illegible] of developer [illegible] the owner having [illegible] the owner [illegible] developer and the owner [illegible] development agreement in favour of the developer and the owner [illegible] to cancel or revoke this development agreement [illegible] with interest, subject to penalty.

[illegible] The said property shall be quietly [illegible] held and enjoyed by the developer without any [illegible] by the owner or any person claiming through or under him [illegible] disturbance or interruption by any other person [illegible] right to rent [illegible]. The developer [illegible]

12. The Owner hereby agrees to [illegible] to the developer all rights [illegible] hereby agreed to be developed and every part thereof including [illegible] right of access and other rights [illegible] appertaining to the said property [illegible]

13. The developer shall be entitled to [illegible] development [illegible] construction [illegible] on the said property at its cost.

14. The owner hereby agrees and undertakes to indemnify and keep indemnified the developer from all actions, charges, claims, demands, proceeding [illegible] by any person [illegible] The owner further agrees [illegible] that he will from time to time [illegible] do and execute or cause to be done, executed and given [illegible] deeds, acts and things and do every such [illegible] for further more perfectly assuring the said property [illegible] developer [illegible] time [illegible] for all wrongs done by him [illegible]

15. The developer shall be entitled to avail all the benefits [illegible] annexed to the said property. The owner [illegible] any obstacles [illegible] in the development of the said property and in the [illegible] owner [illegible] by this agreement to the developer [illegible] the owner would be liable for any damages [illegible] parties shall [illegible] responsible [illegible] severally to each other.

16. That any increase in the Floor Space Index (FSI) in future shall be utilised by the developer with owner in equal share.

17. That all the expenses for preparation, documentation and registration of the [illegible] shall be borne by the developer. However the owner shall be under obligation to sign various applications, forms, consent plans, notes, affidavit and to execute all other deeds, documents, papers, necessary if the said property [illegible] required to be executed for the said property by the developer, as and when required by the developer, in favour of any person nominated by the developer.

18. That the [illegible] hereby [illegible] until the owner has given power to sell the same.

19. The owner hereby gives warranty of title and in case of any claim by any person in respect of the said property or any portion thereof, the owner shall be responsible for the same and shall compensate and indemnify the developer. The owner has passed a clear and marketable title of the said property to and in favour of the developer.

20. The developer shall not commence any work of development on the said property, unless the [illegible] and commencement certificate is issued by the [illegible] Government/Municipal Corporation in favour of the developer.

21. From the date of possession, the developers shall be entitled to commence the construction of the new building at their own costs and responsibility and also entitled to enter into agreement for sale of units/flats etc. to any of their choice [illegible] on ownership basis.

The Owner has executed/shall execute by separate document in favour of developer for submitting the applications, representations to various authorities for obtaining permission, approval, sanction and execute other matters required incidentally to be done and required in connection with the construction and completion of the said dwelling units/floors on the said property. However the developer undertakes not to cause to be done any act, deed or thing which may [illegible] any rule, law or regulation those in addition the owner [illegible] the developer [illegible] constructed [illegible] between the said buildings as per agreement. The [illegible] shall [illegible] additional FSI in respect of the property [illegible]

23. This agreement shall not be deemed to constitute a partnership between the owner and developer and shall not be deemed [illegible] except as specifically provided herein. The developer shall be solely liable and responsible for any liability in connection with [illegible] of dwelling units on the land [illegible] there is any accident [illegible] the developer shall be fully responsible for all the consequences of the workmen's compensation act or any other act in force.

24. During the course of construction of building [illegible] shall not be subject to any compensation [illegible] loss [illegible] construction [illegible] employees [illegible] any cause whatsoever. Until the completion of building [illegible] of harm [illegible] adjoining properties, [illegible] the developer [illegible] fully responsible for all the consequences.

25. That any error or omission in description of the said property [illegible] shall not affect the validity and authority of [illegible] deed.

26. This agreement has been executed by the owner and developer of their free will and voluntarily after understanding the contents [illegible] of the same.

27. **PROVIDED ALWAYS** and it is hereby agreed that [illegible] interpretation would be required to give [illegible] possible [illegible] the contract [illegible] herein contained, the expression [illegible] the Developer [illegible] used, shall include their [illegible] representatives, executors and assigns [illegible] shall be [illegible]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT OF DEVELOPMENT ON THIS DAY OF MARCH 2017.

WITNESSES **SIGNATURE OF PARTIES**

1)

Name : Pradip D. Choudhary

2)

Name : R. S. Dongre

"Owner" OF the party of FIRST PART.

1) Smt. Chanda Mahadeo Kale

2) Smt. Nalini Pandu Choudhary

"Developer" OF the party of the SECOND PART

M/s. C & D Engineers & Developers,
through its partners.

1) Shri. Pramod Damodhar Choudhary

2) Shri. [illegible] Rajaram Dongare

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that we,

1) **Smt. Chanda Mahadeo Hale**
Aged about 55 years, Occ. – Household,
R/o. [illegible] Colony, Amravati,
Tq. and Dist. Amravati 444[illegible]

2) **Smt. [illegible] Pradip Chaudhary**
Aged about [illegible] years, Occ. – Household,
R/o. [illegible] Nagar, Amravati,
Tq. & Dist. Amravati 444[illegible]

Do hereby appoint :

M/s. C & P Engineers & Developers, through Partners,

1) **Shri. Pramod Damodar Chaudhary,**
Aged 47 Yrs, Occupation – Business,
R/o. [illegible] Colony, Amravati, Tq. & Dist. Amravati 444[illegible]

2) **Shri. [illegible] Gangalya,**
Aged 52 Years, Occupation – Business,
R/o. [illegible] Colony, Amravati, Tq. & Dist. Amravati 444[illegible]

as our attorney in our name and on our behalf

WHEREAS the **Smt. Chanda Mahadeo Hale** is the sole and absolute owner of the immovable property described hereinbelow which is hereinafter referred to as the "**Plot No. 21**")

DESCRIPTION OF THE PLOT No. 21

"All that piece and parcel of land situated at **Mouza Rahatgaon** [illegible] Nandgaon Peth, Tq. & Dist. Amravati within the limit of [illegible] of Amravati and within the jurisdiction of Sub-Registrar, Amravati, Out of **Field Survey No.** [illegible] out of which agricultural land [illegible] as per order passed in Rev. Case No. [illegible] dated 27/07/1984, known as "[illegible] Layout", [illegible] **Rahatgaon Chowk, Amravati**, out of which layout [illegible]

having total admeasuring 3000 sq.ft. (278.87 sq.mtrs) which is bounded as under :

Towards East : Layout Plot No. [illegible]

Towards West : Layout Plot No. [illegible]

Towards North : [illegible]

Towards South : Layout Road.

WHEREAS I/we **Smt. [illegible] Chaudhary** is the sole and absolute owner of the hereunder property, more fully described in schedule which is hereinafter referred to as the **"Plot No. 23"**;

DESCRIPTION OF THE PLOT No. 23

"All the piece and parcel of land situated at **Mauje [illegible]**, [illegible] Tq. & Dist. Amravati, within the limits of [illegible] of Amravati and within the jurisdiction of Sub-Registrar, Amravati, bearing **Field Survey No. 152**, [illegible] layout as per order passed in Rev. Case No. [illegible], order dated [illegible]/1964, known as **"[illegible] Layout", Rajpur Road, [illegible] Chowk, Amravati**, [illegible] **plot No. 23 having total admeasuring 3000 sq.ft. (278.87 sq.mtrs)** which is more [illegible] as under :

Towards East : Layout Plot No. [illegible]

Towards West : Layout Road

Towards North : [illegible]

Towards South : Layout Road.

WHEREAS it is not possible for me to get the said property developed, hence I/we hereby appoint **M/s. C & D Engineers & Developers**, through its partner **Shri. Pramod [illegible] Chaudhary** and **Shri. [illegible] Dangaita**, [illegible] as my true and lawful attorney, to do all or any of the following acts, deeds and things, [illegible] say :-

1. To develop the said property by making construction of any nature [illegible] by taking permission from Municipal Corporation, Amravati and [illegible] the CDR [illegible] permission to the Municipal Corporation [illegible] [illegible].

2. To make construction on the said property and on the said property [illegible] Engineers, Architects, Labours, [illegible]

for the purpose of completion of construction and other [illegible] approval on the said property and [illegible].

3. To make necessary deposits with the Municipal Corporation [illegible] and other concerned authorities as may be necessary for the [illegible] on the said property [illegible] and to claim refund of such deposits as made [illegible] and [illegible] dealing with the refund of such deposits.

4. To execute, sign [illegible] agreement of sale, sale deed [illegible] thereof [illegible] including [illegible] sale deed, gift deed [illegible] deed or document necessary for completion of sale [illegible] property of any [illegible] in several parts [illegible] purpose [illegible] before the Sub-Registrar or any other [illegible] the [illegible] sale deeds or agreements of sales and to [illegible] thereof, to do any act that may be necessary [illegible] documents [illegible] thereof.

5. To appear and represent us before all the Government [illegible] municipal authority, any Corporate Body [illegible] said property or any part thereof.

6. To make any applications [illegible] may be necessary for [illegible] or any purpose [illegible] in favour of purchasers which [illegible] sale deed or any other deed or document which may be [illegible] and to deliver possession, receive and accept the [illegible] consideration and acknowledge the receipt thereof [illegible] appear before all the authorities including [illegible] District Collector, [illegible] Municipal Corporation, Town Planning Authority, Sub-Registrar [illegible] full and to do all or any of the acts and things which [illegible] the above said property.

8. To prepare plans, maps, designs etc. and submit [illegible]

Municipal Corporation for obtaining sanction and permission [illegible] of Building [illegible] Bank [illegible] mortgage deed, [illegible] thereof, [illegible] property [illegible] directed on [illegible] said property and [illegible] agreement [illegible] other agreements and [illegible] purchasers [illegible] with the said property [illegible] develop-ment agreement [illegible] date of execution of power of attorney [illegible] the consideration which will be received by [illegible] be [illegible] property [illegible] construction thereof to be made by [illegible] said property.

8. To register agreement [illegible] the said property under the provisions of the Maharashtra [illegible] Act [illegible]

9. To enter into agreement of sale, to sell any portion of the said property with or without construction, to give [illegible] receipts and discharge for the same, to deliver possession of the said property or any portion thereof and to execute sale deed [illegible] completion of sale and further to appear before the Sub Registrar [illegible] and to present for registration the agreement of sale or sale deed or any other deed of [illegible] Maharashtra Apartment Ownership Act or [illegible] Sub-Registrar [illegible] and to admit execution thereof and to do any [illegible] may be necessary for execution and registration of the said deed or any other documents [illegible] deeds, and to [illegible] all the courts, civil, Revenue, [illegible] registration office, Income tax, [illegible] office, Municipal Council, Municipal Corporation, [illegible] Electricity board, Water supply board or any other office of the Gov- [illegible] Semi-Govt. Body [illegible] Board [illegible] Plaints, Written Statement, petitions [illegible] appeals and objection, Affidavit, applications of all kinds [illegible]

[illegible]

10. [illegible]

11. [illegible]

12. [illegible]

AND we hereby agree [illegible]

[illegible]

AND we hereby [illegible]

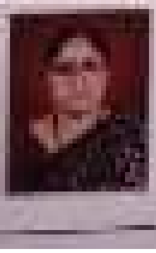
[illegible]

IN WITNESS WE HAVE HEREUNTO SET OUR HANDS AT AMRAVATI ON THIS ......DAY OF MARCH 2017.

1) **Smt. Chanda Mahadeo Kale (Executant)**

Photo	Signature	Thumb

2) **Smt. Nalini Pradip Chaudhary (Executant)**

Photo	Signature	Thumb
		

Through the above

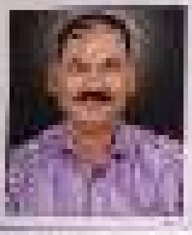
Power of Attorney Holder

M/s. C & D Engineers & Developers, through its partners,

1. **Shri. Pradeep Damodar Chaudhary**

Photo	Signature	Thumb

2. **Shri. Ramesh Rajaram Dongare**

Photo	Signature	Thumb
		

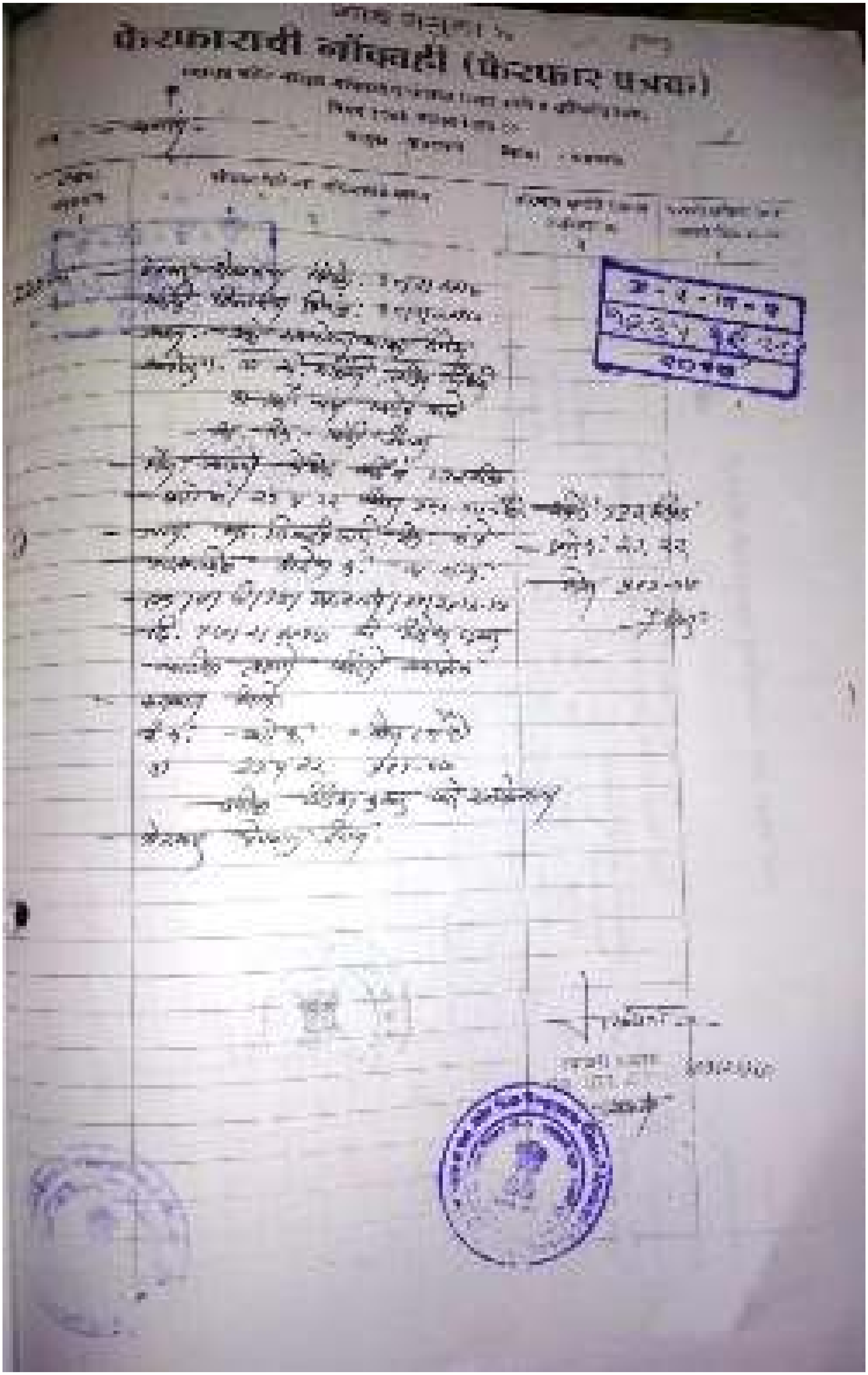
WITNESSES

1)

Name: Pradip D. Chaudhary

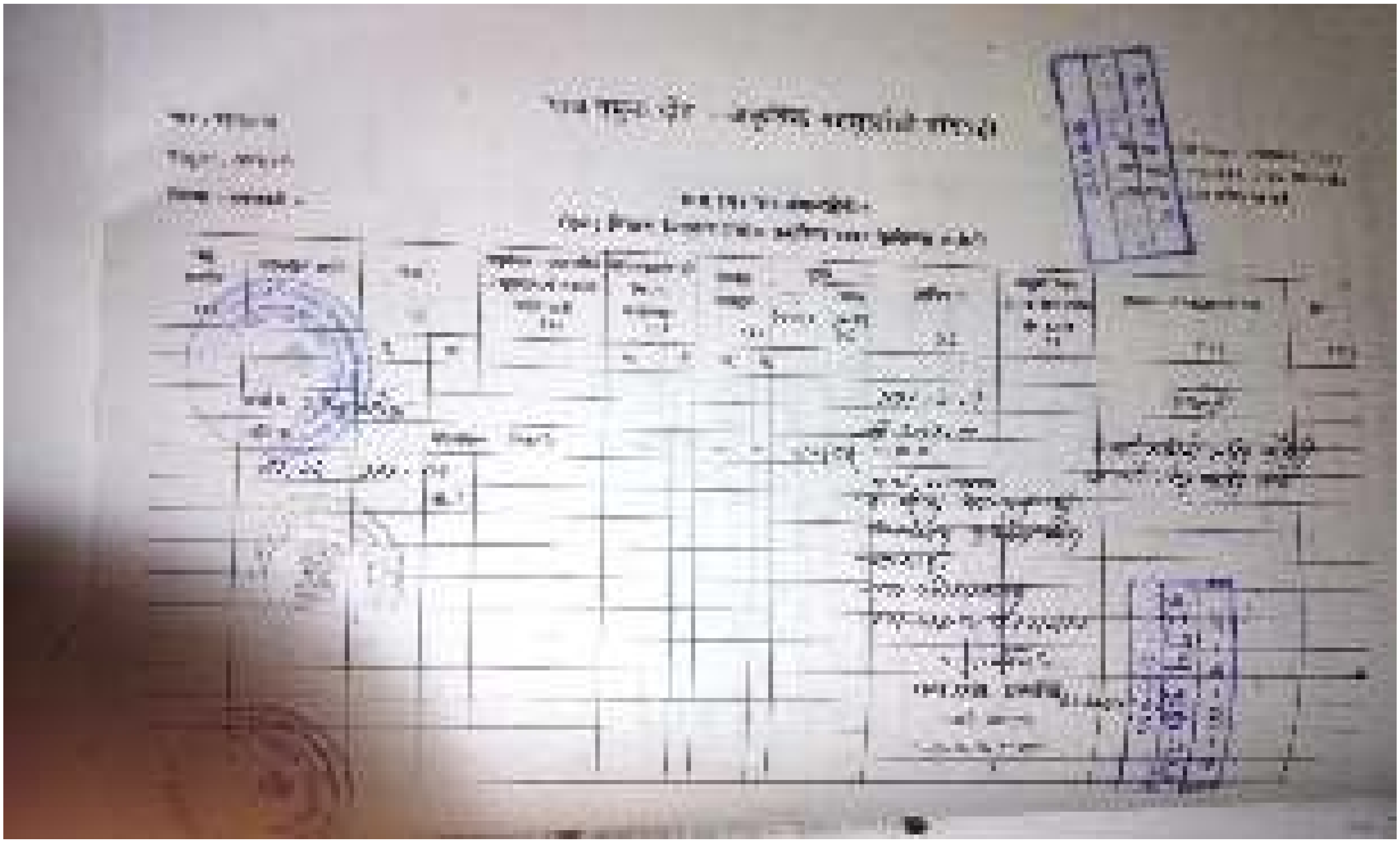
2)

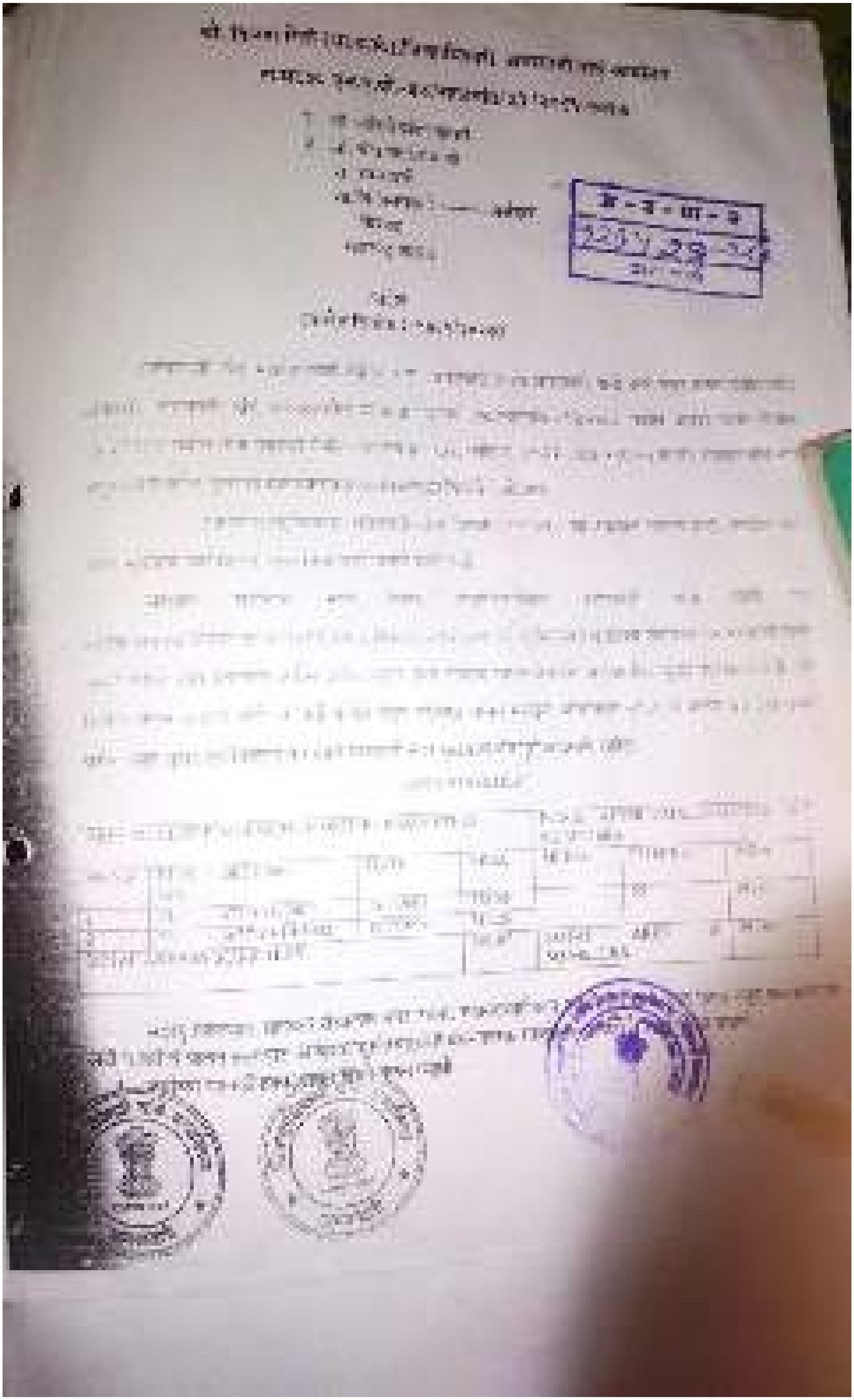
Name: R.S. Bhagat



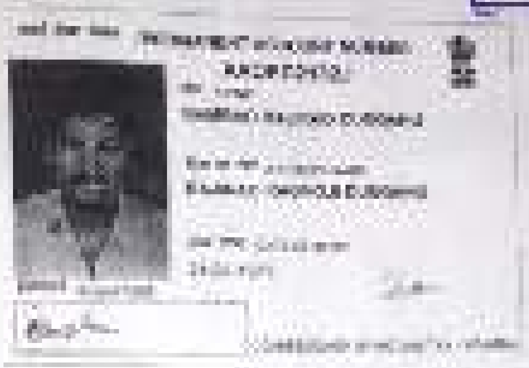
गाव नमुना ६

फेरफाराची नोंदवही (फेरफार पत्रक)





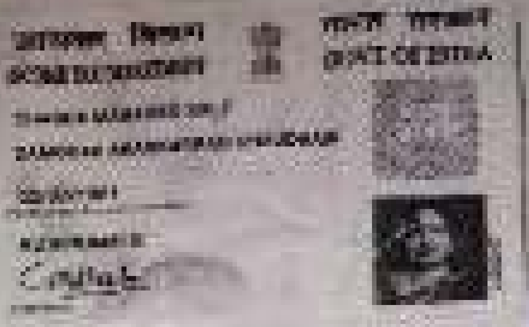
[illegible]



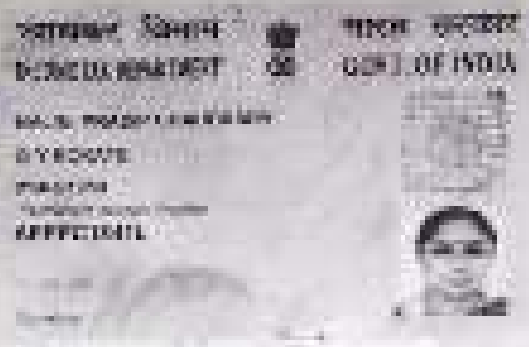
PERMANENT ACCOUNT NUMBER

INCOME TAX DEPARTMENT

GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA



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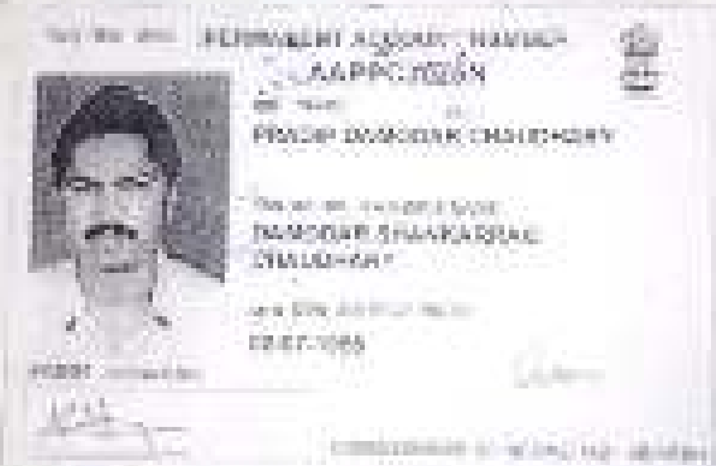

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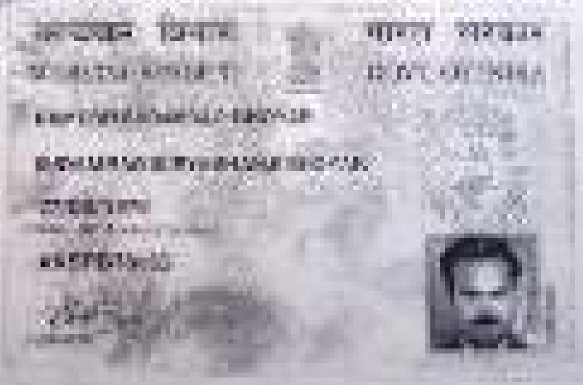
PRADIP DAMODAR CHAUDHARY
DAMODAR SHANKARRAO CHAUDHARY



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

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