

267/12085

पावती

Original/Duplicate

Tuesday, November 26, 2024

नोंदणी क्र.: 39म

5:05 PM

Regn.: 39M

पावती क्र.: 18692 दिनांक: 26/11/2024

गावाचे नाव: बेलतरोडी

दस्तऐवजाचा अनुक्रमांक: नगन4-12085-2024

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: राज लक्ष्मी इन्फ्रा तर्फे भागीदार राजेश रमेश राठी . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 920.00

पृष्ठांची संख्या: 46

एकूण:

रु. 30920.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाज

5:24 PM ह्या वेळेस मिळेल.

DELIVERED

ह दुय्यम निबंधक, वर्ग-२, NGP4

नागपूर क्र. ४

वाजार मुल्य: रु. 78600000 /-

मोबदला रु. 78600000/-

भरलेले मुद्रांक शुल्क : रु. 3930000/-

1) देयकाचा प्रकार: DHC रकम: रु. 920/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1124263306832 दिनांक: 26/11/2024

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011565893202425E दिनांक: 26/11/2024

वँकेचे नाव व पत्ता:

[Handwritten signature]



CHALLAN
MTR Form Number-6



GRN - MH011565893202425E		BARCODE		Date 26/11/2024-12:18:54		Form ID	
Department Inspector General Of Registration				Payer Details			
Registration Fee				TAX ID / TAN (If Any)			
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)			
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR				Full Name		RAJ LAXMI INFRA	
Location NAGPUR							
Year 2024-2025 One Time				Flat/Block No.			
Account Head Details			Amount In Rs.	Premises/Building			
0030063301 Amount of Tax			30000.00	Road/Street		MOUZA BELTARODI	
				Area/Locality		NAGPUR	
				Town/City/District			
				PIN		4 4 0 0 3 4	
				Remarks (If Any)			
				SecondPartyName=BHAJANLAL BHIMANDAS KEWALRAMANI~			
Total			30,000.00	Amount In	Thirty Thousand Rupees Only		
				Words			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69103332024112613010	2900999654
Cheque/DD No.				Bank Date	RBI Date	26/11/2024-12:29:03	Not Verified with RBI
Name of Bank				Bank-Branch		IDBI BANK	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID :

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

Mobile No. :

9422103735

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

नगन-४
१२६८७/२०२४
१/१६



नगन-४
१२०५/२०२४
२/४६





Office of the Collector of Stamp, NagpurCity
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958



Received Adjudication Fee RS.
100/- vide e-Challan GRN No.
MH010644896202425E Dated
04-11-2024.

Tanaji Lahu
Gangavane

**Collector of Stamps
NagpurCity**

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम
अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त
नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल
झाल्यास, नोंदणी अधिनियम, १९०८, च्या
तरतुदीनुसार नोंदणी अधिकारी दस्त
नोंदणीची कार्यवाही करतील.

Tanaji Lahu
Gangavane

**मुद्रांक जिल्हाधिकारी
NagpurCity**



Case No. **Adj/IGR377/178/2024**

Certificate Number: **CER-NAG-ADJ-IGR377-178-2024**

Market Value/Value (if any): **Rs. 78600000**

Consideration Amount (if any): **Rs. 78600000**

Received from **RAJ LAXMI INFRA** Residing at **S-01,
YASHODA APARTMENTS, DHARAMPETH,
NAGPUR**. Stamp duty of **Rs. 3930000/- (Rs. Thirty
Nine Lakh Thirty Thousand only)**. Vide e-Challan
GRN No **MH011261548202425E** Dated :- **18-11-2024**
The defacement number is **0006342406202425**.

Certified Under Section 32 of the Maharashtra Stamp
Act, that the full duty of **Rs. 3930000/- (Rs. Thirty Nine
Lakh Thirty Thousand only)** with which this
instrument is chargeable under Article 5- 5(ga)
Development Agreement of Schedule I of the said
Act, has been paid.

This Certificate is subject to the provisions of section
53(A) of the said Act.

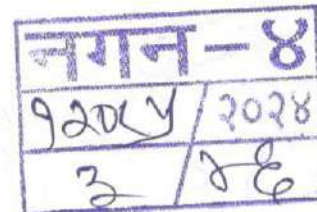


Tanaji Lahu
Gangavane

Place: **NagpurCity**

Date: **25/11/2024**

**Collector of Stamps
NagpurCity**





नगन-४
१२०८५ २०२४
४४६



AGREEMENT OF DEVELOPMENT**OWNER'S SHARE VALUED AT RS. 7,86,00,000/-ONLY****DEVELOPER'S SHARE VALUED AT RS. 7,86,00,000/-ONLY**

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 THIS AGREEMENT OF DEVELOPMENT is made on this 26th Day of NOVEMBER, 2024 BETWEEN: (1) **SHRI. BHAJANLAL S/o BHIMANDAS KEWALRAMANI**, Aged 49 Years, Occupation - Business, PAN ADOPK0143K, AADHAR UID 5699 6991 9054; (2) **SMT. VANDANA BHAJANLAL KEWALRAMANI**, Aged 48 Years, Occupation - Business, PAN AJIPK6802B, AADHAR UID 6964 1348 3472; (3) **SHRI. YOGESHKUMAR BHIMANDAS KEWALRAMANI**, Aged 42 Years, Occupation - Business, PAN AIIPK8883B, AADHAR UID 6764 7933 2382; AND (4) **SMT. BINDIYA YOGESHKUMAR KEWALRAMANI**, Aged 42 Years, Occupation - Business, PAN ATFPK4004J, AADHAR UID 7812 7137 5428, the aforesaid Nos. 1 to 4 all Residents of Block 9B, Behind Mahatma Gandhi School, Jaripatka, Nagpur-440014, Tahsil and District - NAGPUR, hereafter all jointly called the **OWNERS**, which expression shall, Unless repugnant to the context or meaning thereof always mean and include the said **OWNERS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

RAJ LAXMI INFRA, A Partnership Firm, having its Office at S-01, Yashoda Apartment, Dharampeth, Nagpur-440010 (PAN ABJFR9135K), acting through its Partners, (1) **SHRI. RAJESH S/o RAMESH RATHI**, Aged 51 Years, Occupation - Business, PAN ABGPV3870N & AADHAR UID 2241 2535 9130, Resident of Plot No. 20, Yashoda Mata Mandir Road, Dharampeth, Nagpur-440010, Tahsil and District - NAGPUR, AND (2) **SHREE LAXMI VENTURE PRIVATE LIMITED**, having Company Incorporation No. U45209MH2012PTC236287, PAN No - AASCS2883G, having its registered office at Plot No.14/A, Shop No.1, Taj Vaibhav Complex, Dighori Square, Umred Road, Nagpur, 440024, representing through its Director **MR. RAJESH HOMRAJ ROKADE** (DIN No. 06361743), Aged 49 Years, Occupation - Business, PAN AEPPR5540F, AADHAR UID 3069 3708 1105, Resident of Plot No. 40, Kharbi Road, Kharbi Chowk, Bhagyashree Nagar, Nagpur-440024, Tahsil and District - NAGPUR, hereinafter called the **DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said "**PARTNERSHIP FIRM and its Partners**", as well as, its heirs, legal representatives, executors, administrators, successors and assigns of **OTHER PART**.

WHEREAS the Owners named hereinabove jointly own and possess ALL THAT Piece and parcel of land bearing Amalgamated Plot No. 1, 2 containing by admeasurement 2547.06 Sq. Mtrs. out of the sanctioned layout being a portion of the entire land bearing Khasra No. 42/A/6 (plots identified as Kh. Nos. 42/A/6/1 & 42/A/6/2)



of MOUZA – BELTARODI, P.S.K. 38, including all other easementary rights appurtenant belonging thereto, situated at Village – Beltarodi, within the limits of Nagar Panchayat Besa-Pipla Ward No. 2 in Tahsil – Nagpur (Rural) and District – NAGPUR, and more particularly “**Schedule**” hereunder written; AND

WHEREAS ALL THAT Piece and parcel of Agricultural land containing by admeasurement 0.80 Hectare out of the land bearing Khasra No. 42/A/1 of MOUZA – BELTARODI, P.S.K 38 having an area of 1.51 Hectare, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Beltarodi, within the limits of Grampanchayat Besa in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Vijay Ramkisan Zanwar, having purchased the same by him from Shri. Narayan Ramchandra Banait, by a Sale Deed Dated 17-01-2000, which is duly registered at the office of Sub-Registrar, Nagpur -1 in Book No. 1 at Sr. No. 476 on even date; AND

WHEREAS ALL THAT Piece and parcel of Agricultural land containing by admeasurement 0.30 Hectare out of the land bearing Khasra No. 42/A/1 of MOUZA – BELTARODI, P.S.K 38 having an area of 1.51 Hectare, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Beltarodi, within the limits of Grampanchayat Besa in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Vijay Ramkisan Zanwar, having purchased the same by him from Shri. Narayan Ramchandra Banait, by a Sale Deed Dated 21-12-2001, which is duly registered at the office of Sub-Registrar, Nagpur -1 in Book No. 1 at Sr. No. 4844 on even date; AND

WHEREAS, Shri. Vijay Ramkisan Zanwar got the aforesaid land having an area of 0.80 Hectares out of Kh. No. 42/A/6 (Old No. 42/A/1) of MOUZA – BELTARODI is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide his Order Dated 20-10-2003 passed in Revenue Case No. 42/NAP-34/2003-2004; AND

WHEREAS the aforesaid Shri. Vijay Ramkisan Zanwar lateron sold the ALL THAT Piece and parcel of Agricultural land containing by admeasurement 0.30 Hectare out of the land bearing Khasra No. 42/A/1 of MOUZA – BELTARODI, to Shri. Ramnarayan Hiralal Upadhyay and Shri Anand Sunil Damani, by a Sale Deed Dated 30-03-2005, which is duly registered at the office of Sub-Registrar, Nagpur -___ in Book No. 1 at Sr. No. 2295 on even date. The said land was separately identified as Kh. No. 42/A/5 having an area of 0.30 Hectare; AND

WHEREAS the said Shri. Ramnarayan Hiralal Upadhyay and Shri Anand Sunil Damani having held and owned the properties with the limits of the Nagpur Urban/Rural Agglomeration and the Urban Land (Ceiling and Regulation) Act, 1976

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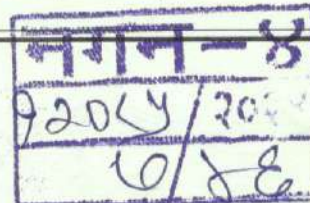
having come into force w.e.f. 17-2-1976, they had filed a Statement/Return Under Section 6(2) of the said Act before the Deputy Collector and Competent Authority, U.L.C., NAGPUR which was registered as ULC Case No. 116/2005 and on completion of his enquiry in respect of the aforesaid case the Competent Authority vide his Order Dated 10-05-2005 declared 3000.00 Sq. Mtrs. of land as Retainable i.e. non-actionable land; AND

WHEREAS the aforesaid to Shri. Ramnarayan Hiralal Upadhyay and Shri Anand Sunil Damani lateron jointly transferred ALL THAT Piece and parcel of Retainable land having an area of 0.30 Hectare out of Kh. No. 42/A/6 (Old No. 42/A/5) of MOUZA – BELTARODI, P.S.K. 38, held in Occupancy Class-1 Rights, including all other easementary rights appurtenant and belonging thereto, situated at Village – Beltarodi, within the limits of Grampanchayat Besa in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to Mrs. Rekha Vijay Zanwar and Mr. Vijay Ramkisan Zanwar jointly, by a Sale Deed Dated 31-12-2005, which is duly registered at the office of Sub-Registrar, Nagpur (Rural)-7 in Book No. 1 at Sr. No. 1957 on 29-04-2006 and the same is also accordingly mutated in their names in the Revenue Records; AND

WHEREAS the aforesaid Mr. Vijay Ramkisan Zanwar and others prepared a Plan of the layout for the said Kh. No. 42/A/6 (Old No. 42/A/5) consisting of 2 (TWO) separate Plots therein and the same is duly sanctioned and approved by the Assistant Director, Town Planning, Nagpur vide Permit No. Sasanag/1831 Dated 03-04-2007; AND

WHEREAS the aforesaid Shri. Vijay Ramkisan Zanwar and Mrs. Rekha Vijay Zanwar executed a Partition Deed on 19-05-2007 and divided their property between them and the said property i.e. Plot No. 1 out of the sanctioned layout admeasuring Length North-South (40.50 + 41.50)/2 Mtrs. and Breadth East-West (31.25 + 34.75)/2 Mtrs. thus, total area of 1353 Sq. Mtrs. being a portion of the entire land bearing Khasra No. 42/A/6 of Mouza – Beltarodi came to share of Shri. Vijay Ramkisan Zanwar and Plot No. 2 out of the sanctioned layout admeasuring Length North-South (40.50 + 39.50)/2 Mtrs. and Breadth East-West 33.75 Mtrs. thus, total area of 1350 Sq. Mtrs. being a portion of the entire land bearing Khasra No. 42/A/6 of Mouza – Beltarodi came to share of Mrs. Rakha Vijay Zanwar absolutely forever with heritable and transferable rights therein and the same Partition Deed is duly Registered at the Office of the Sub-Registrar, Nagpur-10 in Book No. 1 at Sr. No. 2570 on 11-06-2007; AND

WHEREAS the aforesaid Mrs. Rekha Vijay Zanwar lateron in her turn transferred ALL THAT Piece and parcel of land bearing Plot No. 2 out of sanctioned layout Length North-South (40.50 + 39.50)/2 Mtrs. and Breadth East-West 33.75 Mtrs. thus, total area of 1350 Sq. Mtrs. being a portion of the entire land bearing Khasra No. 42/A/6 of MOUZA – BELTARODI, P.S.K. 38, including all other easementary rights



appurtenant belonging thereto, situated at Village – Beltarodi, within the limits of Nagar Panchayat Besa-Pipla in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to Shri. Bhajanlal Bhimandas Kewalramani, Smt. Vandana Bhajanlal Kewalramani, Shri. Yogeshkumar Bhimandas Kewalramani and Smt. Bindiya Yogeshkumar Kewalramani, the Owners named hereinabove by a Sale Deed Dated 22-09-2020, which is duly registered at the office of Joint Sub-Registrar, Nagpur (Rural)-10 in Book No. 1 at Sr. No. 7029 on even date; AND

WHEREAS the aforesaid Shri. Vijay Ramkisan Zanwar lateron in his turn transferred ALL THAT Piece and parcel of land bearing Plot No. 1 out of sanctioned layout admeasuring Length North-South $(40.50 + 41.50)/2$ Mtrs. and Breadth East-West $(31.25 + 34.75)/2$ Mtrs. thus, total area of 1353 Sq. Mtrs., being a portion of the entire land bearing Khasra No. 42/A/6 of MOUZA – BELTARODI, P.S.K. 38, including all other easementary rights appurtenant belonging thereto, situated at Village – Beltarodi, within the limits of Nagar Panchayat Besa-Pipla in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to Shri. Bhajanlal Bhimandas Kewalramani, Smt. Vandana Bhajanlal Kewalramani, Shri. Yogeshkumar Bhimandas Kewalramani and Smt. Bindiya Yogeshkumar Kewalramani, the Owners named hereinabove, by a Sale Deed Dated 22-09-2020, which is duly registered at the office of Joint Sub-Registrar, Nagpur (Rural)-10 in Book No. 1 at Sr. No. 7030 on even date. As a result, therefore, the Owners have now become the Joint/Co-owners of the aforesaid Plot Nos. 1 and 2 (as per Identified Plot Nos. 42/A/6/1 & 42/A/6/2) with heritable and transferable rights therein and the same is also accordingly mutated in their names in all relevant records; AND

WHEREAS the aforesaid Plot Nos. 1 and 2 are covered under the jurisdiction of the Besa-Pipla Nagar Panchayat, Nagpur; AND

WHEREAS for Regularisation and Development of the said Plot Nos. 1 and 2 from the Besa-Pipla Nagar Panchayat, Nagpur under the Provisions of Maharashtra Gunthewari Developments (Regularisation, Upgradation and Control) Act, 2001, the Owners had applied to the Besa-Pipla Nagar Panchayat, Nagpur for the same. They also paid/deposited the Development Charges for Regularisation and Development of the said Plots of land in the Office of the Besa-Pipla Nagar Panchayat, Nagpur as demanded by it; AND

WHEREAS consideration the application of the Owners and also on receipt of the Development charges as demanded by it from them, the Besa-Pipla Nagar Panchayat, Nagpur lateron regularized the said Plot Nos. 1 and 2 and accordingly a Regularization Letter to that effect is also issued by the Administrator, Besa-Pipla Nagar Panchayat, Nagpur vide his Permit No. 701 Dated 18-08-2023 for Plot No. 1 and Permit No. 702 Dated 18-08-2023 for Plot No. 2. As per both the regularization Letters Dated

Contd. . .



18-08-2023, the areas of the said Plot Nos. 1 and 2 are shown and declared as 1226.6970 Sq. Mtrs. and 1320.3630 Sq. Mtrs. respectively; AND

WHEREAS the said Owners namely, Shri. Bhajanlal Bhimandas Kewalramani, Smt. Vandana Bhajanlal Kewalramani, Shri. Yogeshkumar Bhimandas Kewalramani and Smt. Bindiya Yogeshkumar Kewalramani got the said Plot Nos. 1 & 2 amalgamated from the Besa-Pipla Nagar Panchayat, Nagpur vide the Approval No. BPNM/SA/2024/APL/00009 Dated 30/05/2024 bearing Proposal Number 58918 and Proposal Code BPNM-24-31994; AND

WHEREAS for cogent reasons and good causes the Owners have now jointly decided to develop the aforesaid property into a COMMERCIAL-CUM-RESIDENTIAL ESTATE by constructing a Multistoried building thereon consisting of various Commercial Units and self-contained separate Apartments therein; AND

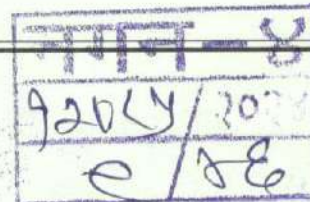
WHEREAS having no experience about the building construction activities, the Owners have now jointly decided to entrust the entire work of Development of the said property to any well experienced builder of the City; AND

WHEREAS the Owners being thus desirous of developing the said property and the Developer hereinabovenamed having expressed its desire and willingness to undertake the proposed work of Development the Owners after detailed negotiations have now jointly agreed to develop & sell the aforesaid property to the Developer and/or its nominees upon the following terms and conditions.

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

(1) THAT the OWNERS does hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to DEVELOP the property comprising ALL THAT Piece and parcel of land bearing Amalgamated Plot No. 1, 2 containing by admeasurement 2547.06 Sq. Mtrs. out of the sanctioned layout being a portion of the entire land bearing Khasra No. 42/A/6 (plots identified as Kh. Nos. 42/A/6/1 & 42/A/6/2) of MOUZA – BELTARODI, P.S.K. 38, including all other easementary rights appurtenant belonging thereto, situated at Village – Beltarodi, within the limits of Nagar Panchayat Besa-Pipla Ward No. 2 in Tahsil – Nagpur (Rural) and District – NAGPUR, which is more particularly described in the Schedule hereunder written.

(2) THAT the proposed building to be constructed shall consist of Lower ground Floor for Parking; Upper Ground and First Floor being Commercial Premises and Second Floor to Ninth Floor being Residential Premises consisting of 60 (SIXTY) Apartments therein.



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THAT the Developer has agreed to provide for the Owners, Commercial Premises on Upper Ground and First Floor covering a total P-line area of 1858.04 Sq. Mtrs. (Super Built-up area of 2322.55 Sq. Mtrs.) in the Multistoried Building proposed to be constructed on the said land strictly in accordance with the Plans and specifications appended hereto as ANNEXURE-A and to give, grant and convey the same to the Owners in duly finished and completed condition and ready for occupation within 24 (TWENTY-FOUR) Months from the date of commencement of work. The cost of construction of the Premises chosen to be retained by the Owners is fixed at Rs.

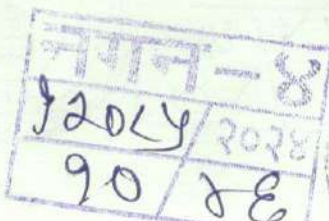
Only. That the Stamp Duty, Registration Charges, Legal Expenses shall be borne and paid by the Developer.

(3) THAT the Developer shall at its own cost and expenses provide following specifications/amenities/facilities :

- i) RCC Frame structure.
- ii) Flooring Pac concreting.
- iii) Funty inner Plaster with all required area waterproofing.
- iv) Concealed electrical fittings with necessary electrical points.
- v) Underground bore well and water storage Tank for drinking and domestic use.
- vi) The Parking space in front of Commercial Premises in Front Margin and Right hand-side Margin till Inner Road shall be available for the Owners.
- vii) It is specifically understood and agreed by the Developer that it shall be sole liability and responsibility to pay the stamp Duty and Registration Fees etc. payable on the Apartment Deeds in respect of the aforesaid Apartments chosen to be retained by the Owners.
- viii) The Parking, all Common utilities and accesses for Residential Apartments and Commercial Premises shall be separate.
- ix) All Common utilities Separate provision for the Hydraulic Lift with Ultra luxury elevation for commercial shops shall be made for Commercial Premises.
- x) Shutter for Ground floor premises and glass Elevation shall be provided for First Floor. The Fire NOC renewal charges shall be paid by the commercial and residential Unit Owners separately every year.
- xi) The Commercial Unit Owners shall have No access in residential amenity area.
- xii) There shall be Separate W/C and Urinals, Storage tank, Generator placement and services for Commercial Premises with necessary points and plumbing.
- xiii) Electrical and water meter shall be provided by the Developer subject to Landowner providing security deposit.



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(4) THAT the cost of additional FSI to be used in the construction shall be borne and paid by the Developer.

(5) THAT the Developer shall keep deposited with the Developer a sum of Rs. 1,00,00,000/- (Rupees One Crore) Only being the "Refundable Security Deposit", which the Developer has specifically agreed to pay to the Owners in the following manner :-

MANNER OF PAYMENT:-

Rs. 25,00,000=00 (Rupees Twenty-Five Lakh) Only paid by the Developer to the Owners by Cheque No. RTGS Dated 25-10-2024 Drawn on State Bank of India, _____ Branch, Nagpur, the receipt whereof is hereby acknowledged by the Owners.

UTR NO. SBINR52024102558029002

Rs. 75,00,000=00 (Rupees Seventy-Five Lakh). Only agreed to be paid by the Developer to the Owners after obtaining a Sanction Plan from the competent authority.

Rs. 1,00,00,000=00 (TOTAL RUPEES ONE CRORE ONLY)

(6) THAT the said amount of Rs. 1,00,00,000/- (Rupees One Crore Only) to be paid by the Developer to the Owners shall remain deposited with them till delivery of possession of the Commercial Premises by the Developer to the Owners. Out of the said Security Deposit a sum of Rs. 50,00,000/- shall be refunded without any interest to the Developer after the completion of Plinth level and balance Rs. 50,00,000/- shall be refunded without any interest to the Developer at the time of possession of the Units retained by the Land Owners.

(7) THAT the Owners assure the Developer that the property hereby agreed to be developed is the self acquired property belonging to them alone having purchased the same by them exclusively out of their own earnings and savings and that none except them has any manner of right, title and/or interest whatsoever in respect of the same.

(8) THAT the development shall be free from encumbrance of all kinds what so ever and also free from payment of Non-Agriculture Assessment, Nagar Panchayat Taxes, Cesses, etc. levied on the property hereby agreed to be sold and payable by the Owners up to the date of execution of this Agreement.

(9) THAT the Owners shall answer all reasonable requisitions 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.



(10) THAT the property hereby agreed to be developed and sold is believed and shall be taken to be correctly described in the Schedule hereunder written and, in the event, if any mis-statement, error or omission shall be discovered the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(11) THAT it is clearly understood and agreed by the Owners that pending Registration of the sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoried building thereon consisting of various self-contained separate Apartments therein. The Owners does hereby agree to sign the proposed/revised Plans, execute indemnity bond(s), swears an Affidavit and also to sign necessary form and application etc. required to be submitted to such plans. They also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to the proposed/revised plans provided the Developer pay /deposits necessary sums in the office of the Nagar Panchayat/Planning Authority in the names of the Owners who in their turn agree to return back to the Developer such sums as may be refunded to them by such local authorities / Nagar Panchayat/Planning Authority.

(12) THAT the Owners 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 the Nagar Panchayat. However, the Owners shall have every right to enter into the said Premises and to inspect the construction and quality of materials to be used in the Apartment chosen to be retained by them.

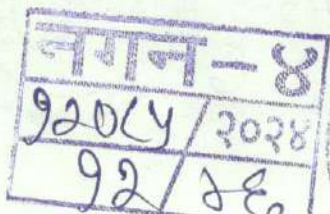
(13) THAT the Owners do hereby allow and permit the Developer to display its board at site at any time after execution of this Agreement.

(14) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (excluding the Commercial Premises agreed to be retained the Owners) together with the Undivided proportionate share and interest in the said plot of land to the intending buyers and it shall also have absolute right, power and authority to receive all money from such buyers being the agreed sale price thereof and to retain and appropriate the same in its absolute discretion, and the Developer can mortgage the shares of the interested buyer(s) to the Financial Institutions. The Owners shall not be entitled to share any part of the same, nor shall she question the accountability thereof in any manner whatsoever.

(15) THAT the Developer shall be entitled to call for any objections from the persons concerned or claiming to be concerned in the said property by issuing a Public Notice in the News papers or by any other manner as the Developer may deem fit in due consultation with the Owners and on receiving any such objection the Developer shall be entitled to call upon the Owner to give their replies, explanations with reference



Contd. . .



to the same duly supported by documentary proof as far as possible and in the event of there appearing to be any dispute, burden, charge, encumbrance, claim, demand etc. the Owners agrees with the Developer and/or the prospective buyers, to get the same freed and discharged from all such burdens.

(16) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land hereby agreed to be developed and it shall have absolute right and full authority and power to develop the said land in accordance with the plans as may be sanctioned by the Nagar Panchayat and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces (excluding the Commercial Premises agreed to be retained the Owners) in the proposed building alongwith the undivided proportionate share and interest in the said land to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(17) THAT the Owners shall execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said land in favour of the respective individual prospective buyers as may be nominated by the Developer excluding the Commercial Premises to be retained by the Owners for their exclusive use and occupation as mentioned hereinabove, as and when may be called upon by it, for the proportionate price therefor, and he shall also get the same duly registered in accordance with the law in force.

(18) THAT the draft Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be develop shall be got prepared by the Developer at its own costs and the Owners agreed to execute the same subject to such actual changes as the facts and events may warrant.

(19) THAT the Owners shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and also various Apartment Deed 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, Registration fees etc. payable thereon is borne and paid by the Prospective Buyers.

(20) THAT a Co-operative Housing Society shall be formed for residential Apartments.

(21) THAT the Owners are separately executing an Irrevocable General Power of Attorney empowering and authorizing any person nominated by the Developer to sign/execute various Agreement to sell, Sale Deeds, Deed of Declaration, various Apartment Deed and all other kinds of documents on his behalf and also to carry out and observe all the obligation on their part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby



agreed to be developed and this power will not be withdrawn or revoked by the Owners until the transaction envisaged herein is completed in all respects. However, the Owners shall not incur any monetary responsibility arising out of the nomination of the Attorney.

(22) THAT in case the Owners fail or neglect to fulfill and observe all or any of the obligation on their part as hereinabove contained or otherwise required by the law and also to execute various Agreement to sell, Sale Deeds, Deed of Declaration and various Apartment Deeds etc. as stipulated above, the Developer shall be entitled to enforce specific performance of this contract by instituting legal proceedings against the Owners and in such event the Owners shall be liable to reimburse all costs and damages to the Developer and the Developer shall also have the choice to get the Sale Deed(s) executed in its favour or in favour of its nominee(s) being the prospective buyers.

(23) THAT the permission to commence and carry on the construction of the proposed Multistoried Building hereby granted by the Owner is merely in the nature of a LICENCE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53(A) of the Transfer of Property Act, 1882.

(24) THAT the Owners shall deliver all the Original Documents relating to the aforesaid property to the Developer at the time of execution of this Agreement.

(25) THAT the Developer and the Owners agree of pay and discharge all Goods Service Tax (GST) leviable on the transactions of proposed Project in the ratio of 50:50 (i.e., 9% GST is agreed to paid by the Owners & 9% GST is agreed to paid by the Developer).

(26) THAT this Agreement is subject to Jurisdiction of the Competent Civil Court at NAGPUR.

(27) THAT all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two Arbitrators one to be appointed by each party. The decision of the Arbitrators shall be final and binding upon both the parties. The provisions of the Arbitration Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(28) THAT on registration of the Sale Deed(s) the Owners agree to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said land in favour of each individual prospective buyer in all relevant records.

Contd. . .



(29) THAT the Owners hereby allows and permits the Developer to purchase the TDR (Transferable Development Rights) and to use and utilize the same in construction to be carried out on the said Plot of land and the Owner at all not acquired any right, title and/or interest of any kind whatsoever in respect of the said TDR (Transferable Development Rights).

(30) THAT the Developer shall be liable to pay all charges and deposits for obtaining Electrical Transformer, Sewer, Water and Electric connections and meters for the Apartments in the proposed building. However, the Electrical Meter Demand for the Commercial Premises to be retained by the Owners shall be paid by them on their own funds.

(31) THAT, the Owners shall not be responsible for the financial implications and dispute if arises between Developer and prospective Purchasers during construction of entire scheme and the developer shall indemnify the owners from such liabilities.

(32) THAT if the F.S.I. in relation to the said Plot Nos. 1 & 2 is increased at any time in future, then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion. Similarly, the Developer shall have absolute right to purchase and utilise the Transferable Development Rights (TDR) for construction on the said plot of land and the Owner shall have no claims in any respect of said TDR.

(33) THAT all expenses on account of preparation of this Agreement including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Developer.

SCHEDULE REFERRED TO ABOVE

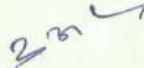
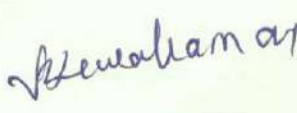
ALL THAT Piece and parcel of land bearing Amalgamated Plot No. 1, 2 containing by admeasurement 2547.06 Sq. Mtrs. out of the sanctioned layout being a portion of the entire land bearing Khasra No. 42/A/6 (plots identified as Kh. Nos. 42/A/6/1 & 42/A/6/2) of MOUZA – BELTARODI, P.S.K. 38, including all other easementary rights appurtenant belonging thereto, situated at Village – Beltarodi, within the limits of Nagar Panchayat Besa-Pipla Ward No. 2 in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :

ON THE EAST	-	BY 9.00 MTRS. WIDE ROAD,
ON THE WEST	-	BY 24.00 MTRS. D.P. ROAD,
ON THE NORTH	-	BY KH. NO. 42/A/5,
ON THE SOUTH	-	BY KH. NO. 42/A PART.



IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT OF DEVELOPMENT before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Sandeep Shastri, Advocate, at the instruction of parties to this Deed.

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			1)  (BHAJANLAL BHIMANDAS KEWALRAMANI)
02			2)  (SMT. VANDANA BHAJANLAL KEWALRAMANI)
03			3)  (YOGESHKUMAR BHIMANDAS KEWALRAMANI)
04			4)  (SMT. BINDIYA YOGESHKUMAR KEWALRAMANI) <u>OWNERS</u>



Contd. . .

१२०५
१६ ०६



05



1)

For RAJ LAXM INFRA,

(RAJESH RAMESH RATHI)

Partner

05



2)

(MR. RAJESH HOMRAJ ROKADE)

Director of SHREE LAXMI VENTURE
PRIVATE LIMITED

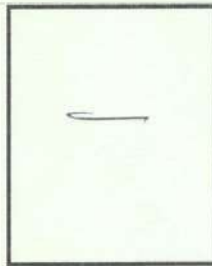
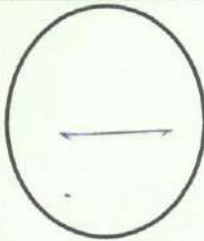
Partner

DEVELOPERWITNESSES :-

I

WITNESS NO. 1

II



ADV. TULCHAR S. BHARTI
WITNESS NO. 2





महाराष्ट्र शासन

गाव नमुना सात (अधिकार अमिलेख पत्रक)

[महाराष्ट्र जमीन महसुल अधिकार अमिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३.५.६ आणि ७]

गाव :- बेलतरोडी (५३५८६७)

तालुका :- नागपूर (ग्रामीण)

जिल्हा :- नागपूर



PU-ID : 34601383547

भुमापन क्रमांक व उपविभाग ४२/अ/६/१

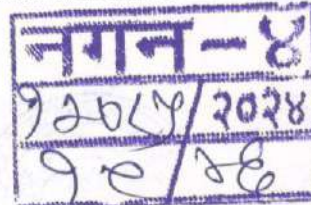
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भुधारणा पद्धती		भोगवटादार वर्ग - १		शेताचे स्थानीक नाव :				कुळ, खंड व इतर अधिकार	
क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटादाराचे नाव	क्षेत्र	आकार	पो.ख.	फेरफार क्र			
क्षेत्राचे एकक आर.ची.मी	१०१८	[<u>विजय रामकिशन खंडर</u>]	१३.५३.००	६८.००	]	(३१०४)		कुळाचे नाव व खंड	
अकृषिक क्षेत्र	२२४१	बिंदीया योगेश केवलरामानी				(३१०४)		इतर अधिकार	
बिन शेती १३.५३.००		भजनलाल भिमनदास केवलरामानी				(३१०४)		अकृषिक वापर - रहिवास (गावठाणाबाहेरील)	
		योगेशकुमार भिमनदास केवलरामानी				(३१०४)		मा. जिल्हाधिकारी नागपूर यांचे आदेश	
बिन शेती ६८.००		वंदना भजनलाल केवलरामानी				(३१०४)		रा.मा.क्र.४२/एन.ए.पी.३४/०३-०४ आ.	
आकारणी		सामाईक क्षेत्र	१३.५३.००	६८.००				दि.२०/१०/२००४ अन्वये निवासी अकृषिक	
								करण यात आली. फे.क्र.१३ दि.०३/११/२००४ (४९३)	
								इतर	
								वाटणीपत्र ७८७ दि.२९/७/२००७ (७८७)	
								इतर	
								खरेदी नोंद १२६१ दि.१२/०२/२००७ (१२६१)	
								इतर	
								खरेदी नोंद दि.२२/०१/२०२१ (३१०४)	
								प्रलंबित फेरफार : नाही.	
								शेवटचा फेरफार क्रमांक : ३१०४ व दिनांक : ०४/०३/२०२१	
जुने फेरफार क्र : (४९३) (७८७) (१२६१) (२९२०)								सीमा आणि भुमापन चिन्हे :	



हा गाव नमुना क्रमांक ७ दिनांक ०४/०३/२०२१-१२:२४:०० AM रोजी डिजिटल स्वाक्षरीत केला आहे व मान नमुना क्रमांक १२ चा डेटा स्वयंप्रमाणित असल्यामुळे ७/१२ अभिलेखावर बर कोणत्याही सही शिक्क्याची आवश्यकता नाही.

७/१२ डाउनलोड दि. : २६-१०-२०२४ : १६:३२:३८ PM. वैधता पडताळणीसाठी <https://digitalsatbara.mahabhumi.gov.in/dsl/> या संकेत स्थळावर जाऊन <https://digitalsatbara.mahabhumi.gov.in/dsl/> हा क्रमांक वापरावा.



पृष्ठ क्र. १/२

16 Dec Registrar Clk

नगन-४
१२०८५ २०२४
२०४६



गाव नमुना बारा (पिकांची नोंदवही) [महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवही (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम २९]										
गाव :- बेलतरोडी (५३५८६७)			तालुका :- नागपूर (ग्रामीण)					जिल्हा :- नागपूर		
भूमापन क्रमांक व उपविभाग			४२/अ/६/१							
			पिकाखालील क्षेत्राचा तपशील					लागवडीसाठी उपलब्ध नसलेली जमीन		शेरा
वर्ष	हंगाम	खाते क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
					आर.चौ.मी	आर.चौ.मी			आर.चौ.मी	

टीप : ** सदरची नोंद मोबाइल ॲप द्वारे घेणेत आलेली आहे



नगन-४
 १२०८५/२०२४
 २१/१६



K. D. B. Registrar, C. P.

नगन-४
१२०६५/२०१५
२२/१६

