**ONE SHOP BEARING NO. 02**, to be constructed on the **GROUND FLOOR** covering a **CARPET AREA OF 13.195 SQ. MTRS AND BUILT UP AREA OF 14.611 SQ. MTRS** facing **NORTH DIRECTION** on the **FRONT SIDE** of the building.

out of a Multistoreyed Building proposed to be constructed on the said Plot No. 14 (Fourteen) in accordance with the Plan and Specifications appended hereto as "ANNEXURE-A" and to give, grant and convey the same to the Owner No. 1 (B) & 2 jointly in duly finished and completed condition within a period of 24 (TWENTY FOUR) Months from the date of commencement of work. The cost of construction of the said Shops chosen to be retained by the Owner No. 1(B) & 2 JOINTLY is evaluated at Rs. 4,94,300/- (Rupees Four Lacks Ninety Four Thousand Three Hundred Only) and the same shall be adjusted by the Developer towards land cost in respect share of Owner No. 1(B) & 2 jointly co-owners in the said Plot of land hereby developed to be paid by the Developer to them.

THAT the Developer hereby agreed and understood that it shall execute separate Deed of Apartments in respect of the Shops/Apartments chosen to be retained by the Owners as mentioned hereinabovenamed for their exclusive use and occupation either in their favour or the nominee(s) appointed by them. The expenses required for Registration of such Apartment Deeds viz. Stamp Duty, Registration Fees, Lawyer's Fees and other Misc. Expenses shall be borne and paid by the Developer.

THAT the Owners hereby allow and permit the Developer to obtain/borrow the Project Finance for the aforesaid proposed scheme from any Financial Institution and mortgaged the said property or any part thereof (Excluding the 5 Shops and 4 Apartments chosen to be retained by the Owners as mentioned hereinabove) to it by way of security for the repayment of loan, if desired. The responsibility of repayment of the said loan shall be the Developer alone and the Owners at any cost shall not be responsible for the aforesaid loan amount Togetherwith an interest accrued thereon.

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

(4) THAT the development/sale will be free from encumbrances of all kinds whatsoever and also free from payment of Non Agricultural Assessment, Corporation Taxes, Cesses and all other outgoings etc. if any levied on the property hereby agreed to be developed/sold and payable by the Owners only up-to the date of execution of this Development Agreement.

(5) 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/sold.

For Shreyashwa Developers

Proprietor

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THE SEAL OF THE JOINT SUB-REGISTRAR WARDHA

(6) THAT the Owners shall also obtain all the necessary No Objections Certificates/Consent Letters/Papers/Documents required in respect of the said proposed transaction of Development from various Government and/or Semi-Government Departments and Offices and shall deliver the same in original to the Developer on its receipt. The expenses required for procuring such Documents/Certificate/papers shall be borne and paid by the Developer.

(7) THAT the property hereby agreed to be developed/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.

(8) THAT on receipt of the possession of the chosen Shops/Apartments to the Owners from the Developer as stated hereinabove, the Owners shall deliver the actual physical possession of the property hereby agreed to be developed/sold to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s). Till then the factual and legal possession shall always be with the Owners.

(9) 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 COMMERCIAL/RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various Shops and self contained separate Apartments therein. The Owners do hereby agree to sign the proposed/revised Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications 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 pays/deposits necessary sums in the Office of the Nagar Parishad Wardha or the Competent Authority empowered in this behalf 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 Parishad Wardha or the Competent Authority empowered in this behalf.

(10) THAT it is clearly understood and agreed by the Owners that they shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or its nominee(s) at the time of Registration of the Sale Deed(s).

(11) 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 Plans sanctioned from the Nagar Parishad Wardha or the Competent Authority empowered in this behalf after the entire realisation is done.

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

(13) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (excluding the Shops & Apartments chosen to be retained by the Owners abovenamed) as

For Vastushree Developers

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mentioned above Togetherwith 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 moneys from such buyers being the agreed sale price therefor and to retain and appropriate the same in it's absolute discretion. The Owners shall not be entitled to share any part of the same, nor shall they question the accountability thereof in any manner whatsoever.

(14) 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 and on receiving any such objections the Developer shall be entitled to call upon the Owners to give his/her/their replies, explanations with reference 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 agree with the Developer and/or the prospective buyers to get the same freed and discharged from all such burdens.

(15) THAT the Owners do hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed Multistoreyed Building upon the said Plot of land hereby agreed to be developed/sold and it shall have absolute right and full authority and power to develop the said Plot of Land in accordance with the Plans as may be sanctioned by the Nagar Parishad Wardha or the Competent Authority empowered in this behalf 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 Shops/Apartments chosen to be retained by the Owners) as mentioned above in the proposed building alongwith the Undivided proportionate share and interest in the said Plot of land to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(16) THAT the Owners shall on receipt of possession of the chosen Shops / Apartments from the Developer as stated above execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of the respective individual prospective buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefore and she/he/it shall also get the same duly registered in accordance with the law in force.

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

(18) 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 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 Buyers.

For Vaishnavi Developers

Proprietor

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THE SEAL OF THE JOINT SUB REGISTRAR WARDHA

29/2/21

(19) THAT the Owners shall execute an Irrevocable General Power of Attorney in respect of the said property hereby agreed to be developed and 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, Correction Deeds, Supplementary Agreement and all other kinds of documents on their behalf and also to carry out and observe all the obligations 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/sold and this power will not be withdrawn or revoked by the Owners until the transactions envisaged herein is completed in all respects.

(20) THAT in case the Owners fail or neglect to fulfill and observe all or any of the obligations on their part as hereinabove contained or otherwise required by law and also to execute various Agreements 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 of depositing the balance sale price in court of law and get the Sale Deed(s) executed in its favour or in favour of its nominee(s), being the prospective buyers.

(21) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owners 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.

(22) THAT the Owners agree to pay and discharge all her/his/their Income Tax, Wealth Tax and Capital Gain Tax liabilities if any, arising out of this transaction.

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

(24) 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 Plot of land in favour of each such individual prospective buyer in all relevant records.

(25) THAT the Owners do hereby allow and permit the Developer to install a Transformer for supply of Electricity to the owners of the proposed Multistoreyed building as per the Rules and Regulations of the M.S.E.D.C.L., Wardha. However the expenses required for such installation shall be borne and paid by the Developer to the concerned Department.

(26) THAT the Developer also agrees to pay GST (Goods & Service Tax) and/or any other tax as may be levied by the Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid therefore and shall always keep the Owners indemnified against the same.

For Vastuvishwa Developers

Proprietor

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(27) 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.

(28) THAT if the F.S.I. in relation to the said Plot No. 14 (FOURTEEN) is increased at any time in future, then in such event such increased F.S.I. shall always belongs to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion.

(29) THAT the Owners do hereby assure/confirm to the Developer that they have not created any mortgage, lien, charge or interfere over the said property hereby agreed to be developed/sold and it is free from encumbrances of all kinds whatsoever in respect of the same.

(30) THAT the Developer hereby assures that it shall always indemnify the Owners against any monitory liability in respect of any Agreement(s) that may be entered into by the Developer with prospective buyers and also in respect of violation of Building rules and Regulations for the time being in force and including also any Civil/Criminal liabilities or in respect of labour laws etc. arising out of this transaction.

(31) THAT all expenses on account of preparation of this Agreement/Deed 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**
**(COMMERCIAL / RESIDENTIAL)**

ALL THAT Piece and Parcel of land bearing Plot No. 14 (FOURTEEN), containing by admeasurement 483.27 Sq. Mtrs. (OR 5201.91 Sq. Ft.), being a portion of the entire land bearing Kh. No. 51/14 (Old Kh. No. 6/3) of Mouza - NALWADI, P.S.K. 73/22, including all other easementary rights appurtenant and belonging thereto, bearing Plot No. 51/14, Revenue Survey No. 51/14, City Survey No. 51, situated at Village – Nalwadi within the limits of the Nagar Parishad Wardha, Ward No. 2 in Tahsil and District – WARDHA and bounded as under :-

| | | |
|---|---|---|
| **ON THE EAST** | - | **PLOT NO. 15.** |
| **ON THE WEST** | - | **PLOT NO. 13.** |
| **ON THE NORTH** | - | **ROAD.** |
| **ON THE SOUTH** | - | **PORTION OF PLOT NOS. 20 & 19.** |

IN WITNESS WHEREOF the OWNERS and the DEVELOPER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT OF DEVELOPMENT AND SALE 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 WARDHA in presence of the attesting witnesses signing as such on the day first above written.

For Vastuvishwa Developers

Proprietor

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THE SEAL OF THE JOINT SUB-REGISTRAR WARDHA

सह. दु. नि. वर्धा १

| SL. NO. | FINGER PRINT (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH | SIGNATURE & FULL NAME |
|---|---|---|---|
| 01 | | | 1-A) (GUNWANT MAHADEORAO GHUMDE) |
| 02 | | | 1-B) (GANGADHAR MAHADEORAO GHUMDE) |
| 03 | | | 2) (SMT. RUKHAMA SHANKARRAO MOKADAM) OWNERS |
| 04 | | | FOR M/s. VASTUVISHWA DEVELOPERS (SAJU ANAPARA JOSEPH VERGHESE) Proprietor DEVELOPER |

WITNESSES :-

(1) P.V.K
(PRAKASH VASANTRAO KAHURKAR)

(2)
(SANJAY NAGAYYA SHUKLA)



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9810

SUB-REGISTRAR WARDHA

महाराष्ट्र शासन

गाव नमुना सात

अधिकार अभिलेख पत्रक

[ महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१ यातील नियम ३,५,६ आणि ७]

गाव :- पालखाडी तालुका :- वर्धा जिल्हा :- वर्धा

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| भूमापन क्रमांक व उपविभाग १५/१८ | | | भोगवटादाराचे नाव | क्षेत्र | आकार | पो.ख. | फेरफार क्र. | खाते क्रमांक |
| शेताचे स्थानीक नाव | | | गुणवंत महादेवराव धुमडे | | | | (७६५९) | १२७७, ४९२२ |
| क्षेत्र एकक | आर.चौ.मी | | गंगाधर महादेवराव धुमडे | | | | (७६५९) | भुधारी नाव |
| बिन शेती | ४-८३.२७ | | ------सालाईक क्षेत्र------ | २.४९.६४ | २४.१६ | | | इतर अधिकार |
| बिन शेती आकारणी | ४८.३२ | | | | | | | |
| जिरायत | - | | | | | | | |
| बागायत | - | | लक्ष्मीबाई शंकर गुजरकर | २.४९.६३ | २४.१६ | | (७६५९) | |
| तरी | - | | | | | | | |
| वरकस | - | | | | | | | |
| इतर | - | | | | | | | |
| ---------- | ---------- | | | | | | | |
| एकुण क्षेत्र | - | | | | | | | |
| ---------- | ---------- | | | | | | | |
| पोट-खराब (लगतचील असेल) | | | | | | | | |
| वर्ग (अ) | - | | | | | | | |
| वर्ग (ब) | - | | | | | | | |
| एकुण पो ख | ०.००.०० | | | | | | | |
| ---------- | ---------- | | | | | | | |
| आकारणी | ०.०० | | | | | | | |
| ---------- | ---------- | | | | | | | |
| जुडी किंवा विशेष आकारणी | - | | | | | | | |
| जुने फेरफार क्र | (७६५०) | | | | | | | सीमा आणि भूमापन चिन्हे |

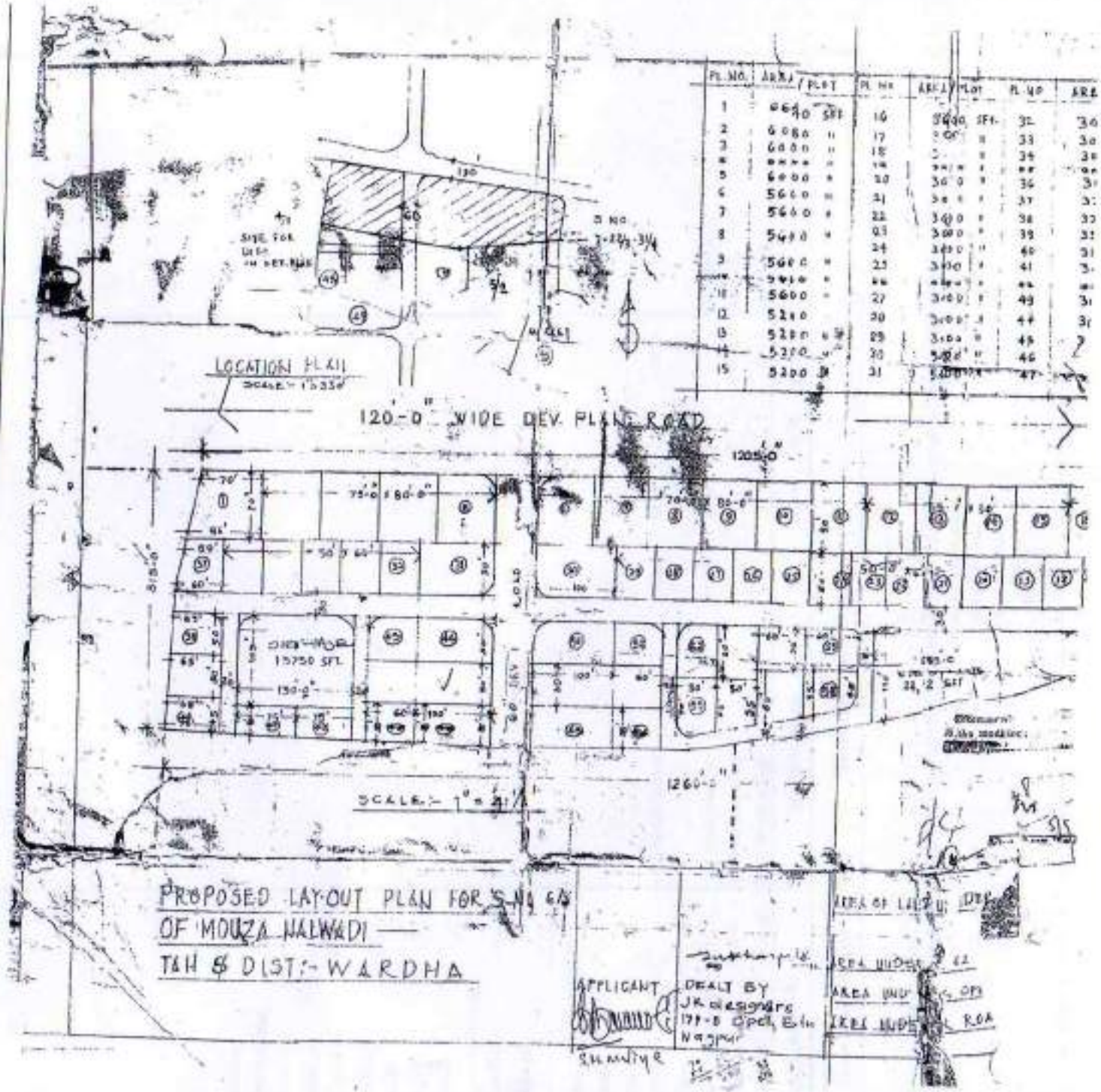
हा ७/१२ अभिलेख दि.२६/०९/२०१९ रोजी ३:०५:३५ PM रोजी डिजिटल स्वाक्षरीत केला असल्यामुळे त्यावर सोसायटी सही-शिक्क्याची आवश्यकता नाही.



७/१२ डाऊनलोड दि व वेळ दि. : ०२/०९/२०२० : १०:०६:३५ AM. पेजला पडताळणीसाठी https://digitalsatbara.mahabhumi.gov.in/das/ या संकेत स्थळावर पाहता ७७९१०७९७७७७३३ हा क्रमांक वापरावा.

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THE SEAL OF THE JOINT SUB-REGISTRAR


LOCATION PLAN
120'-0" WIDE DEV. PLAN ROAD
PROPOSED LAY-OUT PLAN FOR S.No 6/1
OF MOUZA NALWADI —
T&H & DIST:- WARDHA
APPLICANT
DEALT BY
JK designers

IN THE COURT OF SHRI B.A. BHAMGAONKAR, SUB DIVISIONAL OFFICER
WARDHA

Rev.Case-no. 5/NAP-34/79-80
of Mouza : Nalwadi
M.No.:195,
Tahsil and District Wardha.

Read : (1) Application dated 7.8.1980 from Smt. Shakuntala Hiralal Maliye (2) Rambhau Nandramji Bamnote, resident of Wardha, Tahsil and district Wardha.

ORDER

(Passed on this 12th day of February 1981)

The land comprised in survey number 6/3 belonging to Smt.Shakuntala wife of Hiralal Maliye and Shri Rambhau Nandramji Bamnote, both residents of Wardha. The land is of mouza Nalwadi, Mouza no. 195, Tahsil and district Wardha. The above mentioned applicants have applied for grant of permission for use of agricultural land S.no. 6/3 area 3.50 of Nalwadi to the non agricultural purpose i.e. for residential purpose.

2. i) The enquiries made into this application revealed that the applicants themselves are the co-occupant holders of the land and that no other persons have any interest of title therein.

ii) The land is not under acquisition and is not likely to be acquired in the near future for any Goverh-ment or public purpose.

iii) The land is not reserved for any specific purpose in the Govern Development plan or in the Town plan and concerned authorities have no objections to the land being used for the purpose of residential use vide it's letter no. TPW/DAL/WRD/1242 dated 5.9.1980.

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THE SEAL OF THE JOINT ... WARDHA

iv) The land is suitable for the purpose for which it is proposed to be used from the sanitary and public health point of view. The District Health Officer, Wardha has communicated this opinion vide letter no. DHO/EPD/Site/WS-2047/80 dated 13.10.1980.

v) The applicants have produced the layout plan which is technically examined by the Town Planning authorities and they have submitted their opinion as mentioned above vide letter number mentioned in para (iv).

vi) The layout plans produced by the applicants are in confirmity with the provision in Schedule-II and III appended to the Maharashtra Land Revenue (Conversion of use of Land and Non-agricultural Assessment) Rules,1968.

vii) The applicants have to observe the building regulations and prevention of Rural Development Rules as prescribed.

viii) There is also no objection to the Municipal Council subject to the maintenance of service lanes to be kept between the plots $\frac{5}{31-32}$ $\frac{1}{37}$ , $\frac{6}{30-29}$ $\frac{11-12}{17}$ . But for the same point Town Planning Department has been consulted who have opined that such lanes are not necessary according to the new standardised Bye-Laws and D.C.Rules of Wardha which are in force according to which no service lanes are prescribed vide his letter no. TPW/DAL/WRD/1879 dated 10.12.1980.

ix) The applicants have agreed to abide by the conditions subject to which the non-agricultural permission would be granted to them.

On consideration of the above points, there seems no objection to grant the non-agricultural permission as applied for the residential purpose.

3. In exercise of the powers vested under section 44 of the Maharashtra Land Revenue Code 1966,I Sub Divisional Officer, Wardha am pleased to grant permission to use an

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area admeasuring 3.50 HR. of survey no. 6/3 of Village Nalwadi, H.No.295, Tahsil and district Wardha for non-agricultural purpose for residential use subject to the following conditions :-

I. The grant of permission shall be subject to the provisions of the Code and Rules made thereunder.

II. That the grantee shall use the land togetherwith the building/and or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part thereof or building thereon for any other purpose without obtaining the previous written permission to that effect from the Collector, Wardha/Sub Divisional officer, Wardha.

III. That all the plots shall be exclusively used for residential purpose except the open space area.

IV. That no plot shall be further sub divided.

V. That the grantee shall construct all the roads, drains and necessary culverts if any before disposing off the plots to the satisfaction of competent authority.

VI. The marginal open space to be left around the buildings shall be as follows :

(a) Plots fronting on 120 ' Road :

| Front | Side | Rear |
|---|---|---|
| 4.57 mtr. (15') | 3.05 mtr. (10') | 4.57 mtr. (15') |

or as per Prevention of Ribon Development Rules.-

(b) Plots having area 5000 sq. ft. or above :

| | | |
|---|---|---|
| 4.57 mtr. (15') | 3.05 mtr. (10') | 4.57 mtr. (10') |

(c) Plots having area 3000 sq. ft. to 5000 sq.ft.

| | | |
|---|---|---|
| 4.57 mtr. (15') | 2.29 mtr. (7.6') | 3.05 mtr. (10') |

VII. That the builtup area of the plot shall not exceed 1/3 or the total plot area.

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VIII. That ground plus, two upper floors shall be permissible.

IX. That the site reserved as open space shall be vested to the competent authority for maintenance.

X. That in all other respects the development/ construction shall be in accordance with the Maharashtra Land Revenue Rules 1969 under Maharashtra Land Revenue Code and the Development Control Rules under the Development Plan of Wardha.

XI. That the grantee shall develop the land strictly in accordance with the sanctioned layout plan within a period of one year from the date of this order, within a period of one year from the date of this order, by (a) constructing roads, drains etc. to the satisfaction of the collector, Wardha / Sub Divisional Officer, Wardha and the concerned Municipal Authority. (b) by measuring and demarking the plots by the Survey Department and untill the land is so developed, no plots therein shall be disposed of by them in any manner.

XII. That after development of roads, lanes and drains, the grantee shall take steps to deliver the possession of the site to the Municipal Council Wardha/Gram Panchyat concerned as the case may be and thereafter, the site shall be vested in Municipal council/Gram Panchyat for the purpose of roads, lanes, drains and open spaces.

XIII. That it shall be the duty of the grantee to mention the conditions of this order in the sale deed to be executed at the time of sale of plots to individuals.

XIV. That, the grantee shall be bound to obtain the requisite building permission from the Municipal Council, Wardha before starting construction of the proposed buildings or other structure if any.

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