

00000000

ग्राहकी

Original/Duplicate

Thursday, January 07, 2016

संख्या नं. 300

1:24 PM

Page: 1/1

संख्या नं. 201 दिनांक: 02/01/2016

ग्राहकी नं. 1000000

ग्राहकी नं. 1000000 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

1:24 PM नं. 1000000 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

1) ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

2) ग्राहकी नं. 1000000 नं. 145-3016 नं. 145-3016 नं. 145-3016

DELIVERED

[Handwritten Signature]

महाराष्ट्र शासन
 GOVERNMENT OF MAHARASHTRA
 ई-सुरक्षित बँक व कोषागार पावती
 SECURED BANK & TREASURY RECEIPT (e-SBTR)

14066459213281

प्राप्तकर्ता: महाराष्ट्र शासन, कोषागार, मुंबई
 जारीकर्ता: कोषागार, मुंबई
 जारी तारीख: 28/07/2015
 जारी स्थान: कोषागार, मुंबई

राशि: ₹ 10,00,000/- (दस लाख रुपये)
 उद्देश्य: कोषागार, मुंबई
 जारीकर्ता का हस्ताक्षर: [Signature]
 जारीकर्ता का पद: [Title]

CHAITALI KHASANI
 EMI - 1.127



कोषागार, मुंबई
 जारीकर्ता का हस्ताक्षर: [Signature]
 जारीकर्ता का पद: [Title]

नगन-४
 282/2095
 7/25



श्री/श्रीमती/श्री जन मोदरा सर
 श्री/श्रीमती/श्री Builder's Dev
 प्लॉट नं. 07/100626534/05/165
 वि.सं. 6.1.15
 दिनांक 6.1.15
 भा.सं. 000368991220116
 दिनांक 7.1.16

(संयोजक)
 (संयोजक)
 (संयोजक)
 (संयोजक)

नगन-४
 १४२/२०१६
 ३/१६



AGREEMENT OF DEVELOPMENT

VALUED AT RS. 1,33,84,000.00 ONLY

MARKET VALUE RS. 1,14,24,000.00 ONLY

THIS AGREEMENT OF DEVELOPMENT is made and executed at NAGPUR on
 this 07th Day of JANUARY, 2016, BETWEEN M/s. VIJAY CONSTRUCTIONS, A
 Partnership Firm, having its Office at BO-1, Plot No. 8/19-B, 'Silver Palace', Dhantoli,
 Nagpur, (Permanent Account No. AACPV-9551-B) and acting through its Authorized
 Partner SHRI. PRAVIN S/o DAYABHAI PATEL, Aged about 56 Years, Occupation -
 Business, (Aadhar Unique Identity No. 647942108312), Resident of 8, S.P.T. Market
 Ghat Road, Nagpur, Tahsil and District - NAGPUR, hereinafter called the OWNER,
 whose expression shall unless repugnant to the context or meaning thereof, always mean
 and include the said PARTNERSHIP FIRM and its PARTNERS, as well as their
 respective heirs, legal representatives, executors, administrators, successors and assigns
 of the ONE PART.

AND

Contd.

Mrs. SHRI GAJANAN BUILDERS & DEVELOPERS, A Partnership Firm, having its Office at Plot No. 81A, "Shree Gajanan Apartments", Gokul Housing Society, Gorewada Road, Borgeon, Nagpur-440 013. (Permanent Account No. ACJPS5818F), acting through its Authorised Partner SHRI DEEPAK S/o BHOLANATH SAHU, Aged about 29 years, Occupation - Business, (Permanent Account No. BKJPS4684C Unique Identity No. 425855179702), Resident of 13, Patel Nagar, Gorewada Road, Borgeon, Gokhaden, Nagpur-13, 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 their respective heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS the Owner hereinabove named owns and possess ALL THAT Piece and parcel of land bearing Plot No. 51 (FIFTY ONE), out of the lay-out of Gokul Co-operative Housing Society Limited, Nagpur, containing by admeasurement 1088.1700 Square Meters (OR 11713.13 Square Feet), being a portion of the entire land bearing Khassa Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82 of MOUZA - BORGAEON, P.S.K. 8, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 808/C/51, City Survey No. 11 and Sheet No. 14, 22 & 23, situated at Katol Road, Borgeon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 61 in Tahsil and District - NAGPUR and Nagpur Improvement Trust, Nagpur and more particularly described schedule hereunder written; AND

WHEREAS ALL THAT Piece and parcel of land bearing Plot No. 51 (Fifty One), out of the lay-out of Gokul Co-operative Housing Society Limited, Nagpur, containing by admeasurement 1128.7350 Square Meters (OR 12149.70 Square Feet), being a portion of the entire land bearing Khassa Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82 of MOUZA - BORGAEON, P.S.K. 8, bearing Corporation House No. 808/C/51, City Survey No. 11 and Sheet No. 14, 22 & 23, situated at Katol Road, Borgeon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 61 and Nagpur Improvement Trust in Tahsil and District - NAGPUR, Originally belonged to Shri. Latchand S/o Harichand Madhwa, being his separate and self acquired property, having purchased the same by him from Gokul Co-operative Housing Society Limited, Nagpur, by a Sale Deed Dated 30-05-1990, which is duly registered at the Office of the Sub-Registrar, Nagpur, in Addl. Book No. 1 at Sr. No. 5333 on even date; AND

WHEREAS the said property is covered under the Scheme of 1900 Lay-outs being regularized and developed by Nagpur Improvement Trust, Nagpur; AND

WHEREAS while regularization of the said Plot of land its area came to be revised by the Nagpur Improvement Trust and consequently in accordance with the



Contd

revised plan approved by the Nagpur Improvement Trust the said Plot No. 51 (Fifty One) is now admeasures 1088.1760 Square Meters (OR 11713.13 Square Feet); AND

WHEREAS the aforesaid Shri. Lalchand Harichand Madane having paid the necessary regularization/development charges to the Nagpur Improvement Trust, the Executive Engineer of the Nagpur Improvement Trust regularised the said Plot No. 51 (Fifty One) vide his Regularisation Permit No. BE(NE)1900(U/NY)1036 Dated 15-09-2005. As per the said Regularisation letter the area of the said Plot No. 51 (Fifty One) is shown and declared as 1088.1760 Square Meters instead of 1128.7350 Square Meters. Thus the area of the said Plot No. 51 (Fifty One) is at present 1088.1760 Square Meters (OR 11713.13 Square Feet); AND

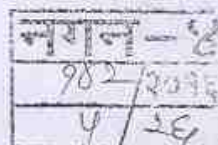
WHEREAS the said Plot No. 51 (Fifty One) is converted for Non Agricultural (Residential) Use by the Tahsildar, Nagpur vide its Order Dated 25-01-2006 passed in Revenue Case No. 1425/NAP-34/2004-2005 Dated 15-01-2006 of Mouza - Borgaon; AND

WHEREAS the aforesaid Shri. Lalchand Harichand Madane through his duly Constituted Attorney Shri. Ravindra Virendra Lashkare later on transferred the aforesaid property comprising Plot No. 51 (Fifty One) by way of sale to M/s. Greenwood Agro Forestry Private Limited, a Company duly incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Business Plaza, Ramdaspath, Nagpur, by a Sale Deed dated 08-04-2005, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 1210 on even date; AND

WHEREAS the aforesaid M/s Greenwood Agro Forestry Private Limited later on in its turn transferred the aforesaid property in favour of M/s Muniraj Developers, a Registered Partnership Firm, bearing Registration No. NGP/9465/06, having its Office at 75, Gokul/Joras Housing Society, Gorewada Road, Borgaon, Nagpur by a Sale Deed dated 21-11-2009, which is duly Registered at the Office of the Sub-Registrar, Nagpur-8 in Book No. 1 at Sr. No. 6309 on even date; AND

WHEREAS the said M/s Muniraj Developers later on in its turn transferred/sold the said Plot No. 51 (Fifty One), situated at Borgaon, Nagpur in Tahsil and District - Nagpur by way of sale to M/s. Vijay Constructions, the Owner hereinabovenamed by a Sale Deed Dated 30-08-2011, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City No. 4, in Book No. 1 at Sr. No. 4819 on even date. As a result therefore the said M/s. Vijay Constructions has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records; AND

WHEREAS the Owner abovenamed later on decided to develop the said property comprising Plot No. 51 (Fifty One) into a Residential Estate by constructing a



Multistoreyed Building thereon consisting of various self contained separate Apartments therein, AND

WHEREAS accordingly it has prepared the Plan of the Multistoreyed Building proposed to be constructed on the said Plot No. 51 (Fifty One) and the same is duly sanctioned and approved by the Building Engineer (W) of Nagpur Improvement Trust Nagpur vide its Building Permit No. B.E.(WEST)/Case No. 2714/Tracking No. 2012062593/7506/2440 Dated 02-07-2013, AND

WHEREAS the Owner hereinabovenamed has now dropped the idea of developing the said property and it has now decided to develop the said property comprising Plot No. 51 (Fifty One) containing by admeasurement 1088 1750 Square Meters (OR 11713.13 Square Feet) into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein through any well experienced Builder of the City, AND

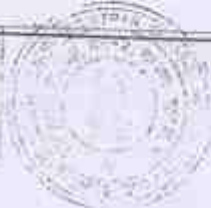
WHEREAS the Owner being thus desirous of developing the said property and the Developer hereinabovenamed, who is a reputed and well experienced Builder of the City, having expressed its desire, readiness and willingness to undertake the proposed work of Development, the Owner after detailed negotiations has now decided to entrust the entire work of Development of the said property to the Developer abovenamed upon the following terms and conditions

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

(1) THAT the OWNER does hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to DEVELOP ALL THAT Piece and parcel of land bearing Plot No. 51 (FIFTY ONE) out of the lay-out of Gokul Co-operative Housing Society Limited, Nagpur, containing by admeasurement 1088 1750 Square Meters (OR 11713.13 Square Feet), being a portion of the entire land bearing Khassra Nos. 72/1, 73/1, 75/1, 77/1, 78/1, 81 and 82 of MOUZA - BORGAON, P.S.K. & including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No 806/C/51 City Survey No. 11 and Sheet No. 14, 22 & 23, situated at Kator Road, Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 61 in Tahsil and District - NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. 1,33,84,000/- (Rupees One Crore Thirty Three Lacs Eighty Four Thousand) Only, which the Developer has specifically agreed to pay to the Owner and to adjust in the following manner

नगन-४
१०२/२०१३
६/२६



Contd.

MANNER OF PAYMENT :-

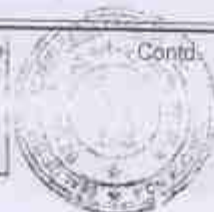
Rs. 35,00,000.00 (Rupees Thirty Five Lac) Only paid by the Developer to the Owner by Cheque No. 000247 Dated 07-01-2018 Drawn on Bank of Baroda Naggur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Owner.

Rs. 35,00,000.00 (TOTAL RUPEES THIRTY FIVE LAC ONLY).

THAT besides the aforesaid Cash consideration, the Developer has further specifically agreed to construct at its own costs 7 (SEVEN) Apartments bearing Nos. 101 on First Floor, 201, 204 on Second Floor, 301, 304 on Third Floor, 401, 404 on Fourth Floor, each covering a Built-up area of 70.60 Square Meters, thus total Built-up area of 494.20 Square Meters in the Multistoreyed Building propose to be constructed on the said Plot No. 51 (Fifty One) in accordance with the Plan and Specifications appended hereto as "ANNEXURE-A" and to give, grant and convey the same to the Owner in duly finished and completed condition within a period of 22 (Twenty Two) Months from the date of this Agreement. The cost of construction of the said Built-up Premises (i.e. Apartments) chosen to be retained by the Owner is fixed at Rs. 58,84,000/- (Rupees Ninety Eight Lac Eighty Four Thousand) Only, which is inclusive of Service Tax, VAT and/or any other Statutory Taxes payable, Electrical and Water Meter charges and Deposits and the same is not subject to any increase inspite of rise in prices of various building materials over the basic rates.

THAT it is specifically agreed and understood by the Developer that it shall execute Deed of Apartments (i.e. for 7 Apartments retained by the Owner either in its favour i.e. Owner hereinabovenamed or the nominee(s) appointed by it in respect of the Apartments chosen to be retained by it for its exclusive use as mentioned hereinabove. The expenses required for Registration of such Apartments Deeds, such as Stamp Duty, Registration Fees, Misc. Expenses, Lawyer's Fees have been agreed to be borne and paid by the Owner. However in case of transfer of such Apartments in favour of the nominees of the Owner or prospective buyers then all such expenses for Stamp Duty, Registration Fees, Misc. Expenses, Lawyer's Fees shall be borne and paid by the Prospective Buyer(s).

(3) THAT the Owner further assures the Developer that the property hereby agreed to be developed/sold is its separate and self acquired property belonging to it alone having purchased the same by it exclusively from and out of its own funds and that none except it 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 Owner only up-to the date of execution of this Agreement.

(5) THAT the Owner shall answer all the 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.

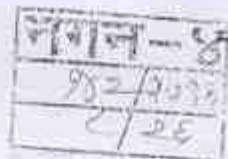
(6) THAT the property hereby agreed to be developed/sold is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement but all the same such mis-statement,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

(7) THAT on receipt of the balance sale consideration if any and possession of the chosen Apartments from the Developer as stated above, the Owner 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 Owner.

(8) THAT it is clearly agreed and understood by the Owner that pending Registration of the Sale Deed(s) the Developer intends to develop the said property bearing Plot No. 51 (Fifty One) into a RESIDENTIAL ESTATE by constructing a Multistored Building therein consisting of various self contained separate Apartments therein. The Owner does 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. It also agrees 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 Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur in the name of the Owner who in its turn agrees to return back to the Developer such sums as may be refunded to it by such Local Authorities/ Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(9) THAT the Owner shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer as per sanctioned Building Plan or after getting the Revised Building Plan(s) sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur after the entire realisation is done.

(10) THAT the Owner does hereby allow and permit the Developer to display its board at site at any time after execution of this Agreement.



Contd.

(11) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces (Excluding the 7 Apartments chosen to be retained by the Owner as mentioned hereinabove) proposed to be constructed thereon Together with the Undivided proportionate share and interest in the said Plot No. 51 (Fifty One) 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 its absolute discretion. The Owner shall not be entitled to share any part of the same, nor shall it question the accountability thereof in any manner whatsoever. That each of the aforesaid Apartments agreed to be retained by the Owner shall have one allotted Car Parking Area on the Ground Floor and the corresponding Super Built-up area of each of the said Apartments shall be 1380 Square Feet which is inclusive of Balcony, Premium and other common areas and facilities alongwith approximately 100 Square Feet attached Terrace.

(12) 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 Owner to give its 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 Owner agrees with the Developer and/or the prospective buyers to get the same freed and discharged from all such burdens.

(13) THAT the Owner does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed Multistoreyed building upon the said Plot No. 51 (Fifty One) 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 sanctioned Plan or the Revised Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur 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 7 Apartments chosen to be retained by the Owner as mentioned hereinabove) in the proposed Multistoreyed Building alongwith the Undivided proportionate share and interest in the said Plot No. 51 (Fifty One) to the prospective buyers for such price as it may fix or agree upon in their absolute discretion.

(14) THAT the Owner shall on receipt of the balance sale consideration if any and possession of the chosen Apartments from the Developer as stated above execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot No. 51 (Fifty One) 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 therefor and they shall also get the same duly registered in accordance with the law in force.



(15) 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 Owner agrees to execute the same subject to such actual changes as the facts and events may warrant.

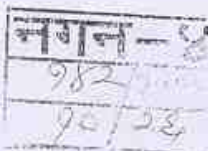
(16) THAT the Owner shall sign and execute a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 and also various Apartment Deeds in favour of each such prospective individual buyer(s) as may be nominated by the Developer, provided however that the entire cost of Stamp Duty and Registration Fees etc. payable thereon is borne and paid by the Developer/Prospective Buyers.

(17) THAT the Owner shall execute an Irrevocable General Power of Attorney empowering and authorising 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 Agreements and all other kinds of documents on its behalf and also to carry out and observe all the obligations on its 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 Owner until the transactions envisaged herein is completed in all respects. However the Owner shall not incur any monetary responsibility arising out of the nomination of the Attorney. Notwithstanding anything herein contained the Attorney to be so appointed shall in no case however sign and execute any such Sale Deed(s) for and on behalf of the Owner unless completion of the said Building and delivery of the chosen Apartments to the Owners.

(18) THAT in case the Owner fails or neglects to fulfill and observe all or any of the obligations on its 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 Owner and in such event the Owner 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.

(19) THAT the permission to commence and carry on the works of construction of the proposed Multistoreyed 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.

(20) THAT the Owner agrees to pay and discharge all its Income Tax, Wealth Tax and Capital Gain Tax liabilities if any, arising out of this transaction.



Contd...

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

(22) 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 Plot No. 51 (Fifty One) in favour of each such individual prospective buyer(s) in all relevant records.

(23) THAT the Owner does hereby allow and permit the Developer to install a Transformer for supply of Electricity to the owners of the proposed Complex/Scheme/Multistoreyed building as per the Rules and Regulations of the M.S.E.D.C. Ltd./SPANCO, Nagpur. However the expenses required for such installation shall be borne and paid by the Developer to the concerned Department.

(24) THAT the Developer also agrees to pay Sales Tax 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 thereto and shall always keep the Owner indemnified against the same.

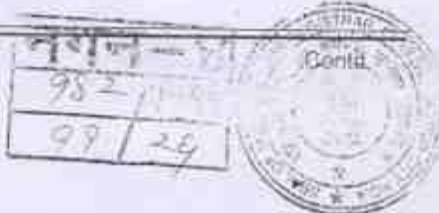
(25) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connections and meters in the proposed Complex/Scheme/Multistoreyed building.

(26) THAT the Owner does hereby assure/confirm to the Developer that it has not created any mortgage, lien, charge or interfere over the said property hereby agreed to be developed/sold and it has absolutely free from encumbrances of all kinds whatsoever in respect of the same.

(27) THAT the Developer hereby assures that it shall always indemnify the Owner against any monetary liability in respect of any Agreement 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.

(28) THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

(29) THAT if the F.S.I. in relation to the said Plot No. 51 (Fifty One) 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. Similarly the Developer shall have absolute right to purchase and utilise the Transferable Development Rights (T.D.R.) for construction on



the said Plot No. 51 (Fifty One) and the Owner shall have no claims in any respect of said Transferable Development Rights (T.D.R.).

(30) 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

(RESIDENTIAL)

ALL THAT Piece and parcel of land bearing Plot No. 51 (FIFTY ONE) out of the lay-out of Gokul Co-operative Housing Society Limited, Nagpur, containing by admeasurement 1088.1760 Square Meters (OR 11713.13 Square Feet), being a portion of the entire land bearing Khasra Nos. 72/1, 73/1, 76/1, 77/1, 78/1, 81 and 82 of MOUZA - BORGADON, P.S.K. 8, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 803/C/51 City Survey No. 11 and Sheet No. 14 22 & 23, situated at Katol Road, Borgadon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 51 in Tahsil and District - NAGPUR and bounded as under:

ON THE EAST	-	PLTO NO. 44,
ON THE WEST	-	ROAD,
ON THE NORTH	-	PLOT NO. 52,
ON THE SOUTH	-	PLOT NO. 50.

IN WITNESS WHEREOF the OWNER and the DEVELOPER hereinabove named 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:

SL. NO. FINGER PRINT (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH

SIGNATURE & FULL NAME

01

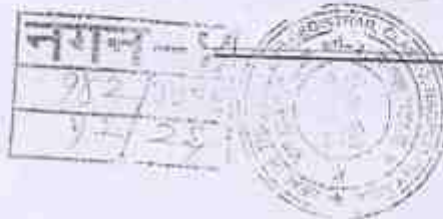


FOR M/S. VIJAY CONSTRUCTIONS

(PRAVIN DAYABHAI PATEL)

Authorised Partner

OWNER



Contd

02



FOR M/S. SHRI GAJANAN BUILDERS &
DEVELOPERS

(DEEPAK BHOLANATH SAHU)

Authorised Partner
DEVELOPER

WITNESSES :

(1)



(2)



SPECIFICATIONS
"ANNEXURE-A"

Structural System : R.C.C. Frame Structure, Internal Wall 115 mm thick with fluffy plaster and external wall 150 thick masonry with sand face plaster.

POP : In Drawing and Dining.

Painting : Internal : 3 coat emulsion paint on cement based putty finish. External : Water Proof paint of premium rand.

Flooring : Votified tiles in complete Apartment and anti skid tiles in Bathroom and terrace.

Door/Window : Main Door : Besecure Branded Steel Door. Internal Door : R.C.C. Frame with Laminated Flush Doors. **Windows :** Aluminium Powder coated sliding window with mosquito net and M.S. Grill.

Kitchen : Black Granite Platform. Stainless Steel Sink with provision of water purifier and ceramic tile Dado up to Lintel Level.

Toilet : Sanitary Wear - Hindware / Equivalent. Fitting : Jaguar / Prayag / Equivalent.

Wall Cladding : Glossy Ceramic Tile up to lintal level.

नगन-४
१०२/२५
१३/२६



Site : M.S. Main Gate, Compound Wall complete brick masonry and cement concrete.

Water Supply : A common overhead water tank for domestic use and a sump for corporation water.

Electric Work : Concealed copper wiring with separate meter. PVC conduit pipe in wall with ISI fittings of standard quality. Concealed inverter wiring in every room. Modular Switches of Anchor / Equivalent, TV Cable and AC Point in 2 Bedrooms.

Amenities : Common Solar water heater for all bathrooms.
CCTV Camera.

Elevator : 6 passengers V3F Elevator KONE / Equivalent.

-000-



मालमत्ता पत्रक

विभाग/कोड :- **बोरगांव** तालुका/पु.सं.क्र. :- **म. ४८.४.३८८-३** पिन :- **४०१०१८**
 नगर/ग्राम :- **बोर** पोस्ट :- **बोर** तालुका/पु.सं.क्र. :- **म. ४८.४.३८८-३** पिन :- **४०१०१८**
 राज्य :- **महाराष्ट्र**

दिनांक :- **१३/०८/२०१८** (मो.)
 क

पुनर्विभाग :-
 इच्छित पुनर्विभाग :-
 पुराना :-
 इच्छित नगर :-
 इच्छित पोस्ट :-

क्र.सं.	विवरण	संग्रहीत	पिन कोड (अ) पुराना (अ) नया (अ)	मालमत्ता
१८/०८/२०१८	बोरगांव तालुका बोर म. ४८.४.३८८-३ (अ) तालुका १८/०८/२०१८ दिनांक १८/०८/२०१८, तालुका १८/०८/२०१८ बोरगांव तालुका बोर पोस्ट "अ" बोर तालुका बोर, म. ४८.४.३८८-३ बोरगांव तालुका १८/०८/२०१८ बोरगांव तालुका १८/०८/२०१८		बोरगांव "अ" [बोरगांव तालुका बोर पोस्ट] म. ४८.४.३८८	बोरगांव, महाराष्ट्र म. ४८.४.३८८ म. ४८.४.३८८
१८/०८/२०१८	बोरगांव बोरगांव तालुका बोरगांव म. ४८.४.३८८ (अ) तालुका १८/०८/२०१८ बोरगांव तालुका बोरगांव बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका		बोरगांव "अ" [बोरगांव तालुका बोरगांव] म. ४८.४.३८८	बोरगांव, महाराष्ट्र म. ४८.४.३८८ म. ४८.४.३८८
१८/०८/२०१८	बोरगांव तालुका १८/०८/२०१८ बोरगांव तालुका बोरगांव तालुका म. ४८.४.३८८ (अ) तालुका १८/०८/२०१८ बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका		बोरगांव "अ" [बोरगांव तालुका बोरगांव] म. ४८.४.३८८	बोरगांव, महाराष्ट्र म. ४८.४.३८८ म. ४८.४.३८८
१८/०८/२०१८	बोरगांव तालुका १८/०८/२०१८ बोरगांव तालुका बोरगांव तालुका म. ४८.४.३८८ (अ) तालुका १८/०८/२०१८ बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका बोरगांव तालुका		बोरगांव "अ" [बोरगांव तालुका बोरगांव] म. ४८.४.३८८	बोरगांव, महाराष्ट्र म. ४८.४.३८८ म. ४८.४.३८८

नगर-४
 १८/०८/२०१८
 १८/०८/२०१८



Nagpur Improvement Trust

(Regularization of Unauthorised Construction/Plot/Layout)

Permit for Regularisation of Unauthorised construction of the House/Plot/Layout as per Maharashtra Gunthawari Developments (Regulation, Upgradation and Control) Act, 2001 and NIT Board Resolution No. 15, dated 27.1.2001 and B.R. No.10/977 dated 28.5.2001 and B.R. No.10/977 dated 28.5.2001 and B.R. No. 8/1003 dated 2.4.2003.

Permit No. : BE(NIT)190004/1036

Case No. : 200303274856

Name of Individual : LALCHAND HARICHAND MADANE
Address : KHATIK PURA NEHARU CHOWK NAGPUR

Dated : 15/06/2003
Layout No. : 1900/NAG/1208
982/303
96/24



Application No. & Date : Application No.32075 dt. Jun 28,2002
Mouza & Khasra : Borgaon-72/1,73/2,78/1,77,78/1,81,82-79/1
Name of Layout : Gokul/Joras Housing Society
Plot Number : 51
Plot Area : 1,128.7350 (Sq.m)
Regularized Area : 1,088.1760 (Sq.m)
Built up Area : 0.0000 (Sq.m)
Regularised : 0.0000 (Sq.m)

Details of Development Charges/Percol Amount paid in Cash/Cheque/D.D. INITIAL DEPOSIT 28-JUN-2002 = Rs. 1000.00 16-AUG-2002 = Rs. 186410.00

User for which the plot is regularised : Residential
Regularisation of this plot Subject to
1) Demarcation of plot by city survey deptt.
availability of plot at site as per ownership documents and approved layout plan.
2) ... orders if any

This Regularisation letter is subjected to following Terms & Conditions

1. Regularisation is accorded on the conditions enumerated in the plan enclosed.
2. This regularisation will neither establish the Ownership nor affect the Ownership over the land
3. This regularisation will not bar the application of provisions of Urban Land (Ceiling & Regulation) Act, 1976, and N.A. assessment charges
4. No compensation/TDR will be given for land taken for road or any D.P. reservation.
5. The applicant should remove the construction shown in yellow colour which is not sanctioned within 30 days.
6. NIT has every right to take up the demolition of affected structures and/or take possession of the affected portion of site as and when required by NIT in future.
7. The applicant should not make any construction without obtaining sanctioned plan from the NIT in future.
8. The applicant should not sale/mortgage/transfer the plot without N.O.C. from NIT.
9. The applicant should not sub-divide the plot without prior sanction of NIT for the same.
10. Ground Rent is applicable to land plots owned by the NIT and the plots which are vested in the NIT under the Urban Land Ceiling Act.
11. The applicant has to pay N.A. assessment tax as asked by the Collector, Nagpur.

Enclosure : 1. One copy/one set of sanctioned plan, copy of undertaking (Hammatra)
2. Copy of Part Layout plan.



200303274856

Building Engineer (N-E / W / S)
1900 Layouts
Nagpur Improvement Trust

Copy to

1. The Assessor Nagpur Municipal Corporation for information. The estimated cost of proposed/existing building as per party's statement Rs. _____
2. The Divisional officer _____ Division _____ Nagpur Improvement Trust for information with a copy of sanctioned (enclosed herewith) for record.
3. Executive officer, Nagpur Improvement Trust
4. The Collector, Nagpur
5. Tahsildar, Nagpur, for non agricultural assessment plan.

नगपूर - ४
१५/०६/२००३
९२/२४



Valuing hours for any enquiry are 3.00 PM to 4.30 PM on all working days



२०१४ - २०१५

नागपुर महानगरपालिका
कर व कर आकारणी विभाग नागपुर

(हि गाईड १/४/२०१४ लागू ३१.३.२०१५ पर्यंत प्रचलित रहेको तराई कम्प्लायर्स को बाहेर सम्झौता)

रसीद युक्त क्र. Y-3

रसीद नं. ८४ ०८०५६७

दिनांक क्र.

८०८८/५१

पार्सल नं. ६२

ईडेक्स क्र.

६२००६७७१९९०१

संलग्नको नाम

प्रमाणित नाम

तारीख

११/०१/२०१५ ३१/३/२०१५

(If payment is made by cheque, this receipt is valid subject to realization of cheque.)

Details of Taxes / करको नाम	Amount / रकमा	Current / हाल	Remarks / टिप्पणी
सामान्य कर (General Tax)		८६६२.५०	०१४-०१५
पानी कर (Water Tax)			A.P.O.R
सफाई कर (Sewerage Tax)		३९४८.५०	२०.३/६२२
प्रकाश कर (Light Tax)		३२९.००	
अग्नि सेवा कर (Fire S. Tax)		३२९.००	१७/१/०१५
सफाई सेवा कर (Sewerage Bene. Tax)			B. ३५२५३
पानी सेवा कर (Water Bene. Tax)			
सडक कर (Street Tax)			२००६३९५६३
नोटिफिकेसन फी (Notice Fee)			१३-२५/१/१५
वार्न्ट फी (Warrant Fee)			१३-२५/१/१५
मिटर फी (Meter)	२११०००	९२८०.००	B. १६३९०
शिक्षण कर (Educ. cess)		१९७५.००	
रोडगाभ इन्दी कर (EGS cess)			
महानगर निगमको लागि कर (Tax on Larger Residential Properties)			
कुल (Grand Total)		१६३९०.५०	१६३९०.५०

कुल रकमा जसरी नं. In words total Rs. Sixteen thousand three hundred and ninety only.
Handwritten Amount Rs. Only.

दिनांक Date २५/३/१५

Signature

नगन-४
१४२/२०१४
२५/३५



मुद्रांकन पत्र (शहरी क्षेत्र-शहरी जमीन)					
Valuation ID : 20160107428	07 January 2016 11:21:38 AM				
मुद्रांकनार्थी का : 3084 जिला : जयपुर तालुका : जयपुर (शहरी), जिला : जयपुर (नगरपालिका) उपखण्ड : 1321/3-शहरी अधिनियमअन्तर्गत नगरपालिका प्रमाणित जमीन : जयपुर नगरपालिका इलाका नं. 1321/3-शहरी अधिनियम अन्तर्गत जमीन कागज शहरी क्षेत्र : Urban Municipal Commission					
वार्षिक मूल्य दर (सकल/मुद्रांकन) जमीन/घर					
शहरी जमीन	शहरी भूखण्ड	कारोबार	दुबान	औद्योगिक	मोड्युलर/गैर एकक
1000	24500	32500	37800	0	सी.टी.डी.
मिळकतीचे क्षेत्र : 1000.150 चौ. मीटर					
1. 1000.150 चौ. मीटर शहरी क्षेत्र वार्षिक मूल्य दराने 100% मूल्य दर = 100000					
1000.150 चौ. मीटर शहरी क्षेत्र मूल्यकर = 1000.150 * 100000					
100015000					
जमीन/घर एककित-अंतिम मूल्य = मिळकतीचे क्षेत्र * मूल्य + मिळकतीचे क्षेत्र * 2 मूल्य					
100015000 + 200030000					
300045000					

Contribution - 3500.000/-
 Cost of Rent - 9946.000
 134141.000/-

नगर दुय्यम निबंधक, खे-2
 जयपुर शहर डे. 8

नगर-8
 9/2/2016
 99/25



THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No. MH01 1833024331 DOB: 25-12-1948
 Valid Till: 25-12-2019 (MT) DLB: 24-12-2011

Authorisation to drive following class of vehicles throughout India
 COV: DO
 MOVS: 25-12-1999
 MAY: 18-03-1999

DOB: 25-11-1948 82

Name: **WASUDEO PATEL**
 S/O: **W. ANJUNSHAI PATEL**
 APT. PLOT NO. 3, MAHALAKSHI TRADER'S
 APT MARKET, GHAT ROAD,
 MADHUR,
 PUN. MADHUR
 Signature & ID of
 Issuing Authority: **MH01 2511115**

Signature of Holder
Inspector of Police

THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No. MH01 1833024331 DOB: 25-12-1948
 Valid Till: 25-12-2019 (MT) DLB: 24-12-2011

Authorisation to drive following class of vehicles throughout India
 COV: DO
 MOVS: 25-12-1999
 MAY: 18-03-1999

DOB: 25-11-1948 82

Name: **WASUDEO PATEL**
 S/O: **W. ANJUNSHAI PATEL**
 APT. PLOT NO. 3, MAHALAKSHI TRADER'S
 APT MARKET, GHAT ROAD,
 MADHUR,
 PUN. MADHUR
 Signature & ID of
 Issuing Authority: **MH01 2511115**

Signature of Holder
Inspector of Police

PERMANENT ACCOUNT NUMBER
AKNPS9570N

MR. NAME
BHOLENATH CHARAN SAHU

MR. MR. FATHER'S NAME
CHARAN BUDDHAN SAHU

MR. MR. DATE OF BIRTH
26-07-1954

EVENT SIGNATURE

Signature of Holder
COMMISSIONER OF INCOME TAX, VIJAYNAGAR

भारत सरकार
GOVERNMENT OF INDIA

एकमात्र पहचान प्रमाण
Unique Identification Authority of India

आधार कार्ड
Aadhaar Card

आधार नंबर
6479 4210 8312

एकमात्र पहचान प्रमाण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार नंबर
6479 4210 8312

PERMANENT ACCOUNT NUMBER
AACFV9551B

MR. NAME
VIJAY CONSTRUCTION

MR. MR. DATE OF INCORPORATION/FORMATION
25-12-1999

Signature of Holder
COMMISSIONER OF INCOME TAX, VIJAYNAGAR

Data of ESBTR for GRN MH006265341201516S

Bank - IDBI BANK

Bank/Branch	IBKL - 6910652/Nagpur - Trimurti Nagar	Stationary No	14066459213281
Print Txn Id	79917431	Print DTime	08/01/2016 12:05:56
Print DTime	08/01/2016 12:01:05	GRAS GRN	MH006265341201516S
ChallanIdNo	691003332916010950317	Office Name	IGN386 / NGP/ST NAGPUR NO 4 SUB REGISTRAR
District	4601 / NAGPUR		

StDuty Schm	0030046401-79/ Stamp Duty(Bank Portal)
StDuty Amt	Rs 6,69,200.00/- (Rs Six Lakh Sixty Nine Thousand Two Hundred Rupees Only)

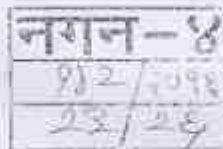
RgnFee Schm	0030063301-79 / Registration Fee
RgnFee Amt	Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Article	5(g)	Consideration	1,32,84,000.00/-
Prop Mvblty	Immovable		
Prop Descr	MOUZABORDAON Maharashtra 440013		

Duty Payer	PAN-ACJF58818F - MS SHRI GAJANAN BUILDERS AND DEVELOPERS
Other Party	PAN-AACFV9551B - MS VIJAY CONSTRUCTIONS

Bank Scroll No.	100
Bank Scroll Date	07/01/2016
RBI Credit Date	-
Mobile Number	910372691648

Only for verification-not to be printed and used



संकेत

गुगुनार, 07 जानेवारी 2016 1:05 म.सं.

दस्त गोपबारा भाग-1

नएन4

दस्त क्रमांक: 142/2016

24-25

दस्त क्रमांक: नएन4/142/2016

वाजार मुल्य: रु. 1,14,24,000/- मोचदला: रु. 1,33,84,000/-

मरलेले मुद्रांक मुल्य: रु. 6,69,200/-

दु. नि. मह. दु. नि. नएन4 यांचे कार्यालयात

पावती: 201

पावती दिनांक: 07/01/2016

अ. क्र. 142 च. दि. 07-01-2016

मादरकरपारारेचे नाव: मे. श्री. गजानन वि. हर्षे अंनद डेव्हलपमें
तर्फे भागीदार दिपक श्रीलालाध साहु

गती 1:03 म.सं. वा हुदर केला.

मोचदी की रु. 30000.00

दस्त हाताळणी की रु. 520.00

गुवाची संख्या: 25

दस्त हुदर करवाऱ्याची गती:

एकूण: 30520.00

6-1
नएन4 निवडक, वर्ग-2
गगुनार शहर क्र. 4

NGP
नएन4 निवडक, वर्ग-2
गगुनार शहर क्र. 4

दस्ताचा प्रकार: डेव्हलपमेंट अॅप्रीमेंट

मुद्रांक मुल्य: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा म्हालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (डोन) मध्ये मूद म केलेल्या कोणत्याही नागरी क्षेत्रात

लिष्टा क्र. 1 07 / 01 / 2016 01 : 03 : 41 PM ची वेळ: (मादरीकरण)

लिष्टा क्र. 2 07 / 01 / 2016 01 : 04 : 40 PM ची वेळ: (की)





2015-16

19016

नागपूर महानगरपालिका
कर व कर आकारणी विभाग नागपूर

(हि रसिद 01/04/2015 पासून 31/03/2016 पावेतो वापरली जाईल. त्यापुढे वापरल्यास ती खोटी समजावी)

रसीद क्रमांक : 12/2015-16/0307172

मोहल्याचे नांव : 808/C/51, BORGAON

घर क्रमांक : 808/C/51

इडेक्स क्रमांक : 62006771A901 (Zone:10 Ward:62)

घर मालकाचे नांव : M/S VIJAY CONSTRUCTION THROUGH SHRI PRAVIN S/O DAYABHAI PATEL

वहिवाटदाराचे नांव

तारीख पासून : 01-04-2015 ता 31-03-2016 पावेतो.

(If payment is made by cheque this receipt is valid subject to realization of cheque)

कराचे नाव / Details of Tax	अकारण / Arrears	वात / Current	शेरा / Remarks
सामान्य कर (General Tax)	0.00	8,553.00	
पाणी कर (Water Tax)	0.00	0.00	
नसजल कर (Sewerage Tax)	0.00	3,948.00	
प्रकाश कर (Light Tax)	0.00	0.00	
अग्नी सेवा कर (Fire Service Tax)	0.00	329.00	
नसजल लाभ कर (Sewerage Bene. Tax)	0.00	329.00	
पाणी लाभ कर (Water Bene. Tax)	0.00	329.00	
पथ कर (Street Tax)	0.00	329.00	
विशेष सफाई कर (Special Conservancy Tax)	0.00	0.00	
नगर शिक्षण संपर्क (Municipal Education Tax)	0.00	329.00	
सेवा शुल्क (Service Charge)	0.00	0.00	
नोटिस फी (Notice Fee)		0.00	
वॉरंट फी (Warrant Fee)		0.00	
किरकोळ (Misc.)	0.00	0.00	
रासशिक्षण (Educn. Cess)	0.00	1,974.00	
तेजगार इन्टी कर (E.G.S. Cess)	0.00	0.00	
मोठ्या निवासी इमारतीवरील शासनाचा कर (Tax on Larger Residential Properties)	0.00	0.00	
रुट (Rebate)		0.00	
एकूण (Grand Total)	0.00	16,120.00	16,120.00

एकूण रक्कम अक्षरी रु. (In words total Rs.) Rupees Sixteen Thousands One Hundred Twenty Only

Cheque # 412384 Drawn on The Akola Janta Commercial Co-Op Bank, NAGPUR

दिनांक 2015

31/12/2015

Generated By: Rupesh

This is a computer generated receipt, signature is not required.
Please visit website <http://www.nmcnagpur.gov.in>

Full S.

Official

-12-