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CHALLAN
MTR Form Number-6

GRN	MH001316262201819E	BARCODE		Date	08/05/2018-13:17:25	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP2_JT NAGPUR SUB REGISTRAR	Full Name	SUNRISE BUILDCON
Location	NAGPUR		
Year	2018-2019 One Time	Flat/Block No.	IOH NO 2/1 2/3 2/4 PLOT NO 16 AND 18 SHEET
		Premises/Building	NO 15 CTS NO 99

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	450000.00
0030063301 Registration Fee	30000.00
Total	4,80,000.00

Road/Street	ZINGABAI TAKLI
Area/Locality	607.24 SQ MT
Town/City/District	
PIN	4 4 0 0 0 9
Remarks (If Any)	SecondPartyName=MADHUSUDAN R TIWARI~
Amount In Words	Four Lakh Eighty Thousand Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	6810333201905012369	165437937
Cheque/DD No.		Bank Date	RBI Date	08/05/2018-13:18:02	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9834298918

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

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Print Date 08-05-2018 01:18:10

STAMP DUTY RS.4,50,000 /-

AGREEMENT OF DEVELOPMENT, PROMOTION, AND CONSTRUCTION

Mouza :- Zingabai Takli, City Survey No. 6, Sheet No.15
Item No.46.546C, Rate Rs.13,200/- Per Square Meter, Page No. 1052

MARKET VALUE RS. 80,16,000/-

(Rupees Eighty Lakh Sixteen Thousand Only)

CONSIDERATION RS. 90,00,000/-

(Rupees Ninety Lakh Only)

AGREEMENT OF DEVELOPMENT, PROMOTION & CONSTRUCTION is made and executed at Nagpur on this **09th day of May 2018**, by and between;

SHRI MADHUSUDAN RAMSEVAK TIWARI
Aged About : 65 Years, Occupation : Retired,
R/o Plot No.5-B, Forest Colony, Civil Lines, Nagpur - 440001.
P.A.N. :- AAQPT5936L
Adhar Card No. :- 7639 5502 4847
Hereinafter referred to as the Vendor/Owner, which term unless repugnant to the context or meaning thereof shall always mean and include the said Owner as well as their legal heirs, representatives, executors, administrators, successors, assignees, etc of the FIRST PART;

AND

M/S SUNRISE BUILDCON
Office at 401, Imperial Residency I, Plot No. 22, Jai Durga Society, Manish Nagar, Nagpur
Through its Partners
SHRI. SUNIL GANPATRAO KHADATKAR
Age 46 Years, Occu:- Business,

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R/o 401 – Imperial Residency – 1, Jai Durga Housing Society No.1, Near UCO Bank, Manish Nagar, Nagpur – 440015.
(Hereinafter referred to as the **DEVELOPER** which term unless repugnant to the context or meaning thereof shall always mean and include the said Developer / Partnership Firm as well as its Partners, representatives, administrators, assignees, etc of the **SECOND PART) P.A.N.:- ADNFS0561Q**

WHEREAS, "All That piece and parcel of land bearing **Plot No.16** admeasuring area about **454.8860 Square Meter (as per Regularization Permit of NIT), Plot No.18** admeasuring area about **152.3540 Square Meter(as per Regularization Permit of NIT), as such total area admeasuring about 607.24 Sq. Mtrs.** in **Kh. No. 2/1, 2/3, & 2/4**, P.H. No.11 of **Mauza Zingabai Takli**, bearing City Survey No.6, Sheet No.15 situated in the layout Motikrishna Co-operative Housing Society, Ltd, Nagpur, Ward No.61, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur" (which is fully and specifically described in the schedule written hereunder) is owned and possessed by the Owner / First Part,

WHEREAS above said Plot No. 16 originally belonged to the layout Motikrishna Gruhnirman Sahakari Sanstha Mydt, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/516. That said society has sold said plot No. 16 to Shri Madhusudan Ramsewak Tiwari i.e. Owner by way of registered Sale Deed Dt. 24/12/2013 which is duly registered in the office of Sub Registrar Nagpur-8 at serial No.3949.

WHEREAS the above said Plot No. 16 was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 16 is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. BE(N)/1308 Dt. 13/12/2016. As per the said permit regularized area of Plot No. 16 is admeasuring about 454.8860 Sq. Mtrs **AND**

LIKEWISE above said Plot No. 18 also belonged to the Motikrishna Gruhnirman Sahakari Sanstha Mydt, Nagpur bearing Registration No.NGP/(CTY)/HSG/TO/516. That said society has sold said plot No. 18 to



Shri Madhusudan Ramsewak Tiwari i.e. Owner by way of registered Sale Deed Dt. 29/11/2016 which is duly registered in the office of Sub Registrar Nagpur-2 at serial No.5164.

WHEREAS the above said Plot No. 18 was covered under the 1900 Unauthorized Layout Scheme of Nagpur Improvement Trust and said Plot No. 18 is Regularized by the Nagpur Improvement Trust as per the Permit for Regularization of Unauthorized construction of the House/Plot/Layout as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 bearing Permit No. BE(N)/1309 Dt. 13/12/2016. As per the said permit regularized area of Plot No. 18 is admeasuring about 152.3540 Sq. Mtrs **AND**

WHEREAS the name of the Owner is duly recorded in the records of City Survey, Nagpur Improvement Trust and Nagpur Municipal Corporation as owners, **AND**

WHAREAS the Owner is desirous to develop said property by constructing a Multi - Storied Building consisting of independent Residential Apartments therein of the proposed Building on his land bearing **Plot No.16** admeasuring area about **454.8860 Square Meter (as per Regularization Permit of NIT), Plot No.18** admeasuring area about **152.3540 Square Meter(as per Regularization Permit of NIT), as such total area admeasuring about 607.24 Sq. Mtrs.** in **Kh. No. 2/1, 2/3, & 2/4**, P.H. No.11 of **Mauza Zingabai Takli**, bearing City Survey No.6, Sheet No.15 situated in the layout Motikrishna Co-operative Housing Society, Ltd, Nagpur, Ward No.61, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur". (hereinafter referred to as "the said Property") **AND**

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

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



1. **THAT** the Owner do 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.16** admeasuring area about **454.8860 Square Meter (as per Regularization Permit of NIT), Plot No.18** admeasuring area about **152.3540 Square Meter(as per Regularization Permit of NIT), as such total area admeasuring about 607.24 Sq. Mtrs.** in **Kh. No. 2/1, 2/3, & 2/4**, P.H. No.11 of **Mauza Zingabai Takli**, bearing City Survey No.6, Sheet No.15 situated in the layout Motikrishna Co-operative Housing Society, Ltd, Nagpur, Ward No.61, within the local limits of N.M.C. & N.I.T., Tahasil & District- Nagpur,

2. **THAT** the total price/consideration agreed is **Rs.90,00,000/- { Rupees Ninety Lakh Only}**, out of which Developer has agreed to pay **Rs.65,00,000/- (Rupees Sixty Five Lakh Only)** and **Rs.25,00,000/- (Rupees Twenty Five Lakh Only)** Developer has specifically agreed to adjust in the following manner

MANNER OF PAYMENT :-

1 **Rs.64,10,000/-** **(Rupees Sixty Four Lakh Ten Thousand Only)** agreed to be paid by the Developer to the Owner within 24 months from the date of Sanctioned of the Building Map

2 **Rs. 90,000/-** **(Rupees Ninety Thousand Only)** shall be paid by the Developers as TDS amount as required by the provisions of Income Tax Act and the certificate of the same shall be handed over the Owner after payment of the TDS amount.

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Rs.65,00,000/- { Rupees Sixty Five Lakh Only}

THAT apart from the above amount of Sale Consideration, the Owner is retaining 1 Apartment in exchange of his property and the Developer shall construct and provide **One (1) Apartment on the Third Floor of the Building covering Built-Up area of about 52.363 Sq. Mtrs** and the total cost of said Apartment of the Building to be constructed on the referred property chosen to be retained by the Owner is mutually fixed by the Owner and Developer @ **Rs. 25,00,000/- (Rupees Twenty Five Lakh Only).** It is undertakes by the Developer that he shall not

handed over the possession of any Apartment in the said building to be constructed on the below mentioned plots to the prospective buyers before payment of above said consideration amount to the owner.

That Owner is agreed to pay the difference for the extra / additional facilities / amenities and specification, to the Developer before taking over the actual physical possession of the said Apartment and shall always indemnify the Developer against such payments.

That the Developer shall deliver the possession of said Apartment chosen to be retained by the Owner within 30 months from sanction of Building Map.

That after completion of the construction of the said building on the property described in schedule, the Developer shall handover the physical possession of the Apartment to the Owner and shall execute the separate Deed of Apartment of the Apartment chosen to be retained by the Owner in favour of Owner within 30 months from the sanction of Building Map. That it is specifically agreed by the Owner that all the expenses required for the Registration of such documents, if any, (i.e. Stamp Duty / Registration Fee / Misc Expenses etc) shall be borne and paid by the Owner alone.

THAT, the DEVELOPER shall provide the M.S.E.B. Meter to the OWNER in respect of his apartment retained by him but the expenses for the same like meter deposit, laying of electricity line shall be borne by the OWNER only.

3. **THAT** the Owner hereby declares that the property agreed to be developed is free from all encumbrances, charges, claims, demands, liens, etc. and there is no cloud on the said property in any manner whatsoever. If anything found wrong with the title relating to said property, Owner shall be responsible for that and will make it clear with his own costs.

4. **THAT** the Developer shall be entitled to give a public notice in One or Two daily news paper thereby informing public at large about its intention to develop the referred property (Excluding the Apartments chosen to be retained by the Owner) and also calling upon the objections if any. That the Owner has accorded his consent for the publication of such notice and he further undertake to remove all objections on his own, raised if any after such publication.

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5. **THAT** the Owner do hereby handing over the possession of the said property to the Developer / Firm for the purpose of development at the time of registration of this Agreement of Development, Promotion, and Construction.

6. **THAT**, the OWNER is permitting the DEVELOPER to use and occupy the said plot/s for construction and development of plot/s and for the obtaining sanction of the building plan from the Nagpur Improvement Trust/ Nagpur Municipal Corporation or the competent authority as the case may be and permits the DEVELOPER to commence, carry on and to complete development in accordance with the building plan sanctioned on the said property by the sanctioning authority. The development of the property as per the development rules and byelaws shall be done by the DEVELOPER at the entire cost, risk and consequences of the DEVELOPER.

7. **THAT** the Developer/ Firm shall prepare proposed Building Plans and get the same approved and sanctioned by the Building Engineer of N.M.C. / N.I.T. as the case may be and all the expenses for sanctioning of the building plans shall be borne by the DEVELOPER only. THAT, the DEVELOPER shall indemnify and keep indemnified the OWNER against all losses, damages, cost, charges, expenses, all actions, suits, proceedings, fines, penalties, charges, expenses and damages in respect of development that will be incurred or suffered by the OWNER on account of or arising any breach of any law or regulations or due to accident or any mishap or due to any claim made by any third party.

8. **THAT** the Owner also agree to extend all the necessary co-operation and render all assistance to the Developer in the matter of securing sanction to proposed/revised plans, provided the Developer pays/deposits necessary sums/charges in the office of Nagpur Improvement Trust/Nagpur Municipal Corporation in the name of the Owner who in turn agree/undertake to return it back to the Developer as may be refunded by the office of Nagpur Improvement Trust/Nagpur Municipal Corporation and or such local authorities.

9. **THAT** the Owner do hereby agreed to sign the proposed/revised plans, execute Indemnity Bond(s), swear an Affidavit(s) and also to sign necessary forms, applications, etc. required to be so signed and submitted with such plans.

10. **THAT** the Owner do hereby allow and permit the Developer to commence, carry out and complete the construction of the proposed multistoried

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building upon the said property 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 Nagpur Improvement Trust / Nagpur Municipal Corporation and shall also have full authority to deal, retain and transfer by way of sale the various built-up spaces in the proposed building together-with proportionate undivided share and interest in the land hereby agreed to be developed to the proposed purchasers for such price as it may think fit and fix or agree upon in it's absolute desecration, and subsequently sell the same together with proportionate undivided land share in the said property to the prospective buyers / purchasers by joining itself as confirming / consenting party.

11. **THAT** the Developer / Firm shall also have absolute authority power and right to retain, deal with and transfer by way of sale all residential units and / or commercial shops, offices, chambers, hall etc., in the proposed building to the prospective buyers for such price as it may fix or agree upon in its absolute discretion. The Developer / Firm shall also have the right to deliver the actual physical possession of the constructed residential units and / or commercial shops, offices, chambers, hall etc., in the proposed building to the prospective buyers at its absolute discretion.

12. **THAT** the Owner hereby assures and agrees with the Developer / Firm that this agreement is exclusively between the Owner and the Developer / Firm and as such the Owner or his representative shall not be entitled to induct any third person or party as Developer / Firm for the purpose of the development of the aforesaid plot.

13. **THAT** Owner agrees to provide all original documents and information and answer all queries in respect of the aforesaid plot to the Developer / Firm and he further assures and affirms the Developer / Firm that the aforesaid plot is lawfully owned by the Owner and none except him has any right, title, claim or interest in the aforesaid Plots.

14. **THAT**, the DEVELOPER hereby undertakes to indemnify the OWNER from any violation of Development Control Rules or the order of Govt. or from any order or Civil or Criminal or Consumer court / forum / Regulatory Authority that may be filed by prospective purchaser/s against the OWNER and DEVELOPER and for with DEVELOPER will be solely responsible to comply the said order/ orders. If the developer violates any provisions of the development

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control rules or not constructed as per the building plan sanctioned by the concerned authority and if any action taken by the concerned authority against the said scheme or in respect of the apartments retained by the OWNER then the Developer will be solely responsible for the same and losses suffered by the Owner will be compensated by the Developer to the Owner as will be decided by the parties mutually.

15. **THAT,** it is the responsibility of the DEVELOPER to get all necessary permissions /approvals /no objection certificate/s from the Nagpur Municipal Corporation / Nagpur Improvement Trust or concerned authority / department before execution of the Deed of Apartment/s. If the Developer fails to obtain the same then all the Developer will solely be responsible for the same.

16. **THAT** the Owner shall answer all reasonable requisitions on the title to be made by the Developer / Firm and he shall establish good, valid and marketable title to the property hereby agreed to be developed by the Developer / Firm.

17. **THAT** the Owner hereby permits the Developer / Firm to display its board on proposed construction site after registration of this agreement. The Developer / Firm shall have full liberty to advertise for sale of residential units, commercial shops, offices. Chambers, hall etc, in the proposed building s and the Developer / Firm shall have absolute right and authority to book / allot and sell residential units, commercial shops, offices. Chambers, hall etc in the proposed building.

18. **THAT** the Developer shall have full liberty, right, power, authority to receive all moneys/consideration amount/sale price from the intended purchasers in its name and to retain and appropriate the same in it's absolute discretion. The Owner shall not be entitled to share any part of such amount nor shall raise any question/claim regarding accountability thereof in any manner,

19. **THAT** it is specifically agreed by the Owner, that the Developer / Firm or its nominees or prospective purchasers / buyers of residential units, commercial shops, offices. Chambers, hall etc in the proposed building shall have right to mortgage their respective units for availing financial aid or loan from any bank or financial institute and for that no express permission or no objection shall be required to be obtained by them form the Owner and if required, the Owner shall unconditionally give the same to Developer / Firm or its nominees or prospective purchasers / buyers. However the liability for repaying such loan or aid shall be

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exclusively of the Developer / Firm or its nominees or prospective purchasers / buyers and it / they shall always indemnify the Owner against payment of the same, forever.

20. **THAT** it is specifically agreed by the Owner that, if requires, the Developer / Firm wants to raise loan for the purpose of amount for development/construction of said plots, in that event, Owner shall mortgage the said property with any Nationalized Bank, Co-op Bank, Co-op Society or Financial Institute and execute the registered mortgage deed or equitable mortgage deed as the case may be. However the liability for repaying such loan shall be exclusively of the Developer / Firm and it shall always indemnify the Owner against payment of the same.

21. **THAT** the Owner hereby agrees to sign all the proposed / revised building plans, indemnity bonds, swore affidavits, declarations, necessary forms, and application as may be desired by the Developer / Firm for obtaining necessary sanctions, approvals, no objection from the competent sanctioning authorities. However all expenses and charges for the same shall be exclusively borne and paid by the Developer / Firm.

22. **THAT** the Owner shall on the request of Developer / Firm sign and execute deed of agreement to sale, deed of sale, deed of apartment, mortgage, corrections of residential units, commercial shops, offices. Chambers, hall etc in the proposed building in favour of its nominees or prospective purchasers / buyer s and shall remain present in the office of Sub Registrar for the purpose of registration of deed of agreement to sale, deed of sale, deed of apartment mortgage, corrections of residential units, commercial shops, offices. Chambers, hall etc in the proposed building in favour of its nominees or prospective purchasers / buyer s.

23. **THAT** the Owner shall sign, execute and register the Deed of Declaration under section 2 of the "Maharashtra Apartment Ownership Act, 1970", however the entire cost of Stamp duty, Registration Fees etc., payable thereon shall be borne and paid by the Developer / Firm.

24. **THAT** it is specifically agreed by the Developer / Firm that after the registration of this agreement the liability of the payment of Electricity and Water

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