271/1455
Tuesday,June 13 ,2017
1:45 PM

पावती

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

पावती क्रं.: 2676 दिनांक: 13/06/2017

गावाचे नाव: मानेवाडा
दस्तऐवजाचा अनुक्रमांक: नगन8-1455-2017
दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट
सादर करणाऱ्याचे नाव: मॉ कौशल्या डेव्हलपर्स तर्फे पार्टनर श्री देवदत्त पुरुषोत्तम डेहनकर - -

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

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
2:01 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. -८

बाजार मुल्य: रु.12344000 /-
मोबदला रु.7375000/-
भरलेले मुद्रांक शुल्क : रु. 617200/-

DELIVERED

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002251646201718E दिनांक: 13/06/2017
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 540/-

Remarks

15

CHALLAN

MTR Form Number-6

GRN	MH002251646201718E	BARCODE		Date	12/06/2017-18:24:47	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)	ABDFM6271H
Office Name	NGP8_JT NAGPUR N0 8 SUB REGISTRAR	Full Name	Ms Maa Kaushalya Developers
Location	NAGPUR		
Year	2017-2018 One Time	Flat/Block No.	Plot No.6A
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	617200.00	Road/Street	Manewada
0030063301 Registration Fee	30000.00	Area/Locality	Nagpur
		Town/City/District	
		PIN	4 4 0 0 2 7
		Remarks (If Any)	PAN2=AFPPS7214A~SecondPartyName=Madhavi Arun Sawarkar~
		Amount In Words	Six Lakh Forty Seven Thousand Two Hundred Rupees O nly
Total	6,47,200.00		

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572017061261055	CKC7267187
Cheque/DD No.		Date		12/06/2017-18:25:16	
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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THE JOINT SUB-REGISTRAR CLASS-I NAGPUR

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AGREEMENT OF DEVELOPMENT

OF FLAT
IN
("MAA KAUSHALYA HEIGHTS")
MARKET VALUE RS.1,2343,548/-

(Stamp duty of RS. 6,17,200 /- And Registration fee of RS. 30,000 /-is paid on consideration/market value at the time of execution of this deed)

AS PER ITEM NO.54.603/44, PAGE NO.1193,@27,600/-

Situated within the limits of **N.I.T & N.M.C**

This **AGREEMENT OF DEVELOPMENTV AND SALE** is made and executed at Nagpur on this **13TH** day of **JUNE** 2017 **BETWEEN**

MADHAVI W/O ARUN SAWARKAR aged about 48 years, occupation-Business, R/o Plot No. 54, Rajiv nagar wardha Road, Somalwada, Nagpur-440025 **(PAN NO. AFPPS7214A).**Hereinafter referred/Called, to as the **PARTY NO.1(OWNER)** , which expression shall unless repugnant to the context or meaning thereof, shall always mean and include the said OWNER, as well as, their legal heirs, successors, legal

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JOINT SUB-REGISTRAR CLASS-I, NAGPUR CITY NO.1

representatives, administrators, executors, and assignee(s)of the **ONE PART**;

AND

M/s. MAA KAUSHALYA DEVELOPERS, A PARTNERSHIP FIRM, having its office at Plot No.13, Sumit nagar jaitala road Nagpur-440022 **(PAN NO. ABDFM6271H)** and acting through its partners (1) **Shri DEVDATTA S/O PURUSHOTTAM DEHANKAR** aged about 33 years, resident of Building no.2,flat no.6.Mig colony, Trimurti nagar nagpur-440022 **PAN NO.ANEPD2983Q AND (2) Shri. AMOL S/O TARASING RAJPUT** aged about 25 years ,occupation: Business ,resident Of Plot No 13 Sumit Nagar jaitala road Nagpur-440022 **PAN NO.CIMPR8067G (3) Shri. PIYUSH S/O ARUN SAWARKAR** aged about 20 years ,occupation: Business ,resident Of Plot No. 54,Rajiv nagar wardha Road, Somalwada, Nagpur-440025. **PAN NO.CQVPS5266B AND (4) SMT. MADHAVI W/O ARUN SAWARKAR** aged about 48 years, occupation-Business, resident Of Plot No. Plot No. 54,Rajiv nagar wardha Road, Somalwada, Nagpur-440025. **PAN NO PAN NO.AFPPS7214A**, Hereinafter called as the **PARTY NO.2(DEVELOPER/PROMOTORS) ,** which expression shall unless repugnant to the context or meaning thereof, shall always mean and include the said **PARTNERSHIP FIRM AND ITS PARTNERS** ,as well as, their legal heirs, successors, legal representatives, administrators, executors, and assignee(s).of the **OTHER PART.**

WHEREAS ALL that piece and parcel of the land bearing **Plot No.6A,** in the layout of raghavendra gruhnirman sahakari sanstha, Nagpur bearing a part or portion of the land bearing Khasara .No.62/1 situated at **Mouza-,Manewada**, P.H.N NO.39, Ward No.14,city survey No.589,sheet No.44/399, containing by admeasurement about 4753.76 sq. ft. (447.2300sq mtrs. As per N.I.T/ R.L LETTER) within the limits of Nagpur municipal corporation and Nagpur improvement trust, Tahsil and District Nagpur was owned/belongs and possessed by **SMT. MADHAVI W/O ARUN SAWARKAR**, The Vendor(FIRST PART) named hereinabove having purchased the same by her from **SMT. SANDHYA W/O VIJAYRAO CHINCHMALATPURE** by a Sale Deed dated 21/06/1993, which is duly registered in the office of the Joint Sub Registrar,Nagpur-11 at serial no: 3573 ; AND

WHEREAS, for the good and cogent reasons the PARTY NO-1 Hereto have now decided to Develop her property into a **RESIDENTIAL ESTATE** by constructing a Multistoried building thereon consisting of various self-contained separate Apartments/flats, shops etc therein; AND

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THE JOINT SUB-REGISTRAR CLASS-II, NAGPUR

WHEREAS PARTY NO-1 have no experience about the building construction activities, THE PARTY NO-1(owner)decided to entrust the entire work of Development of her property to any well experienced builder of the city; AND

WHEREAS PARTY NO-1(owner) being thus desirous of developing her property and the PARTY NO-2(Developers), herein above named having expressed its desire and willingness to undertake the proposed work of Development, the PARTY NO-1(owner) after detailed negotiations have now agreed to develop and sell the aforesaid property to the developer and its nominees upon the following terms and conditions.

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

1) THAT the PARTY NO. 1 (OWNER) do hereby allow and permit the DEVELOPER TO DEVELOP and the DEVELOPER here by agrees to DEVELOP the property comprising ALL that piece and parcel of the land bearing **Plot No.6A**, in the layout of raghavendra gruhnirman sahakari sanstha, Nagpur bearing a part or portion of the land bearing Khasara .No.62/1 situated at **Mouza-,Manewada**, P.H.N NO.39, Ward No.14,city survey No.589,sheet No.44/399, containing by admeasurement about 4753.76 sq. ft. (447.2300sq mtrs. As per N.I.T R.L LETTER) within the limits of Nagpur municipal corporation and Nagpur improvement trust, Tahsil and District Nagpur Which is more particularly described in the schedule of property hereunder written.
2) THAT the developer has specifically has agreed to construct at its own cost two (2) apartment/flat/block covering a built up area of first apartment/flat/block about 77.265 sq.mtr. and second apartment/flat/block about 71.194 on the first floor of the multistoried building proposed to be constructed on the said plot and give grant and convey same to the owner in finished & complete condition that beside the aforesaid the developer has further specifically agreed to pay or to give an amount of Rs. 20,00,000(RS. TWENTY LAKHS ONLY) to the party No.1(the owner)in the following manner.

MANNER OF PAYMENT : RS.20,00,000/-(Rs. twenty lakhs only)is agreed to be paid to the owner by postdated cheque dated 07/07/2017 bearing no 000001 of Indian overseas bank ,hingna branch Nagpur.

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NAGPUR CITY NO.8

3) THAT the PARTY NO. 1 (OWNER) assures the developer that the property hereby agreed to be sold is her separate property belonging to her having purchase the same by her out of her own earning and savings and that none expect her has acquired any manner of right title and or interest of any kind whatsoever in respect of the same.

4) THAT the sale/development shall be free from encumbrances of all kinds whatsoever and also free from payment of NON-Agricultural assessments and Cesses etc levied on the property hereby agreed to be sold and payable by the PARTY NO. 1 (OWNER) up to the date of execution of this agreement.

5) THAT the PARTY NO. 1 (OWNER) hereinabove named shall answer all reasonable requisitions on the title to be made by the Developer and shall established good, valid and marketable title to the property hereby agreed to be sold/developed. The PARTY NO. 1 (OWNER) have today handed over to the developer relevant documents of title in respect of the aforesaid property.

6) THAT the owner/developer shall obtain a No-objection Certificate Under Section 22- A of the Registration Act,1908 from the Nagpur Improvement Trust/Nagpur Municipal Corporation and deliver the same Original to the Developer well before the Registration of the Sale Deed(s).

7) 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 annual this contract /agreement but all the same such mis-stamen, error or omission will always be subject to correction by the parties hereto.

8) THAT the PARTY NO. 1 (OWNER) have delivered the actual physical possession of the property to the developer in vacant condition at the time of execution of this agreement. It is specifically understood and agreed by the developer that developer shall complete the said scheme within 18 months from the date of sanctioning of building plan and it is further specifically agreed that if the developer fails to deliver the physical and vacant possession of the aforesaid

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THE JOINT SUB-REGISTRAR CLASS-2 NAGPUR CITY NO. 2

Apartment to the owners chosen to be retain by the owner hereinabove than the

9) Developer shall be liable to pay Rs 5000/-per month to the owner towards the damages till the possession or execution of registered of Sale Deed of the said Apartment/flat which chosen to retain by owner.

10) THAT it is clearly understood and agreed by the PARTY NO. 1 (OWNER) that pending Registration of 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. PARTY NO. 1 (OWNER) does hereby agrees to sign proposed/revised plan, 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 agrees to extend all the necessary co-operations and render all assistance to the developer in the matter of securing sanctioned to be proposed/revised plan provided the developer pay /deposit necessary sums in the concerned office in the name of the owner who in his term to agrees to return back to the developer such sums as may be refunded by him to him by such local authorities.

11) THAT the PARTY NO. 1 (OWNER) shall in no way obstruct or interfere in the building construction activities as may be undertaken be the developer, after getting the plan sanctioned from N.I.T AND N.M.C.

12) THAT the PARTY NO. 1 (OWNER) hereby allow and permit the developer to display its board or sign at any appoint after execution of this agreement.

13) THAT the developer shall have full liberty and authority to prepare proposed building plan, to prepare a revised building plan to utilize the F.S.I OR TO CONSTRUCT APARTMENTS SCHEME AND TO ADVERTIESED FOR THE SELL of the proposed built-up spaces together to the undivided proportionate share and interest in the said plots. Of lands to the intending buyer and it shall also have absolute right, power and authority to receive all moneys from such buyer being the agreed sell price therefore and to retain and appropriate the same in its absolute discretion PARTY NO. 1 (OWNER) shall not be entitled to share any part of the same, nor shall they question the accountability in any manner whatsoever.

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OFFICE OF THE JOINT SUB-REGISTRAR CLASS-2

14) That THE developer shall be entitled to call for any objection from the person concerned or claiming to be concerned in the said property by issuing a public notice in the newspaper or any other manner as the developer may be fit in due consultation with the party no 1(owner) and on receiving any such objection the developer shall be entitled to be call upon the PARTY NO. 1 (OWNER) to give their reply's, explanations with references to the same duly supported documentary proof as far as possible and tin the event of their appearing any dispute, charge, burden ,encumbrance, claim ,demand etc. the PARTY NO. 1 (OWNER) agrees with the developer /or the prospective buyer to get the same freed and discharged from all such burdens

15) THAT the PARTY NO. 1 (OWNER) does hereby allows and permit the developer to commence and carry on to complete the construction of the proposed building upon the said land hereby agreed to be sold/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 N.I.T,N.M.C and also have absolute authority and power and right to retain and deal with and transfer by way of sale the various built up spaces in the proposed building along with the undivided proportionate share and interest in the said land to the prospective buyers as such price fixed or agrees upon its absolute discretion.

16) That the developer shall indemnify and keep indemnified against all damages, losses, charges, expenses .all actions , suits proceeding, fine, penalty, charges, expenses, damages in respect of development that may be incurred by the owner on amount of any breach of any law or regulations or due to accident all due to any claim made by third party.

17) That the developer shall construct the scheme on the said plot of land as per the specification and amenities given by the developer to the owner, that the expenses in respect of the stamp duty ,registration charge in respect of apartment chosen to be retained by the owner shall liable to pay equally to the owner and developer.

18) That the PARTY NO. 1 (OWNER) shall execute various sale deed each relating to the undivided proportionate share and interest in the said land in the favour of

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the respective individual prospective buyer as may be nominated by the developer, as and when may be called upon by it , for the proportionate price therefore ,and he shall also get the same duly registered in the law in force.

19) That the draft sale deed(s) or any other documents necessary complete the transfer of the property hereby agreed to be sold shall be got prepared by the developer at its own cost PARTY NO. 1 (OWNER) agreed to execute to same subject to such actual changes as the facts and events may warrant.

20) THAT the PARTY NO. 1 (OWNER) 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 as may be nominated by the developer, provide however that the entire cost of stamp duty, registration feeds etc. Payable thereon is born and paid by the developer or prospective buyer

21) THAT the PARTY NO. 1 (OWNER) is separately executing an irrevocable general power of attorney empowering and authorizing any person nominated by the developer-to sign to execute various agreement to sell , sale deed, deed of declaration. Various apartment deed and other kind of documents and on his behalf and also to carry out and observe all the obligation on his part herein continued or otherwise required by law and to do all thighs necessary to complete the transfer the property herby agreed to developed and sold and this power will withdraw or revoke by the PARTY NO. 1 (OWNER) until the transaction envisaged herein is complete in all respect. However the PARTY NO. 1 (OWNER) shall not incur any monetary responsibility arising out of the nomination of the attorney.

22) That in case the PARTY NO. 1 (OWNER) fails or neglect to fulfill or observe all any of the observation on her part as herein above contained or otherwise required by the law and also to execute various agreements to sell ,sale deed, deed of declaration. Various apartment deed etc.as stipulated above , the developer shall be entitled to enforce specific performance of this contract by instituting legal proceeding against the PARTY NO. 1 (OWNER)and in such event the PARTY NO. 1 (OWNER)shall be liable to reimburse or cost and damages to the developer and the developer shall also have the choice to get the sale deed(s) executed in its

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-1

Favour or in favour of its nominee(s) being the prospective buyers.

23) That the PARTY NO. 1 (OWNER)shall deliver all the original documents relating to the aforesaid property to the developer at the time of execution of this agreement

24) That the PARTY NO. 1 (OWNER)agrees pay and discharge all income tax, wealth tax and capital gain tax liabilities if any , arising out of this transaction that this agreement is subject to this jurisdiction of the competent civil court at Nagpur .

25) That the developer hereby undertakes to indemnify the owner from any violation of development control rules or the orders of government or any civil criminal case or consumer case that may be filled by prospective purchaser(s)and shall be responsible for the same and the prospective purchaser(s) shall not do any violation of the development control rules or order of government

26) That the PARTY NO. 1 (OWNER)specifically agrees that in the case developer is required to reinforced this agreement then this agreement will be specifically enforceable under the relevant provision of the specific relief act 1963 and the PARTY NO. 1 (OWNER)will not be entitled to raise any plea, as to its non-enforcement. It is further specifically agreed that in case any such plea is raised then this agreement will be deemed to be an agreement of sale coupled with transfer of possession, in part performance of the terms and conditions of this agreements, as envisaged by the provision of section 53(A) OF THE TRANSFER OF PROPERTY ACT 1882.

27) That all dispute arising out of this agreement or regarding any matter connected with this agreement shall be settled by the negotiation(s) if no settlement can be arrived at as a result of this negotiation the dispute shall be refer to the arbitration of 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 the registration of the sale deed(s) the PARTY NO. 1 (OWNER)agrees to

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JOINT SUB-REGISTRAR CLASS-2 NAGPUR

render necessary assistance in obtaining the mutation of the respective undivided proportionate share and interest in the said lands in favour of each individual prospective buyers in all relevant records .

29) Notwithstanding anything content in this agreement every document relative to aforesaid property shall always singed by aforesaid developer and PARTY NO. 1 (OWNER)shall not be entitled for independent execution of any document in respect of aforesaid property .

30) That the developer shall be liable to pay all charges and deposits for obtaining sewer, water, and electric connection in meters in the proposed building.

31) That the developer also agrees to pay the taxes and outgoing that is I .e corporation charges ,electric bill, water charges and all other charges as may be levied by government of Maharashtra or union government on transfer of lands , cost of construction and /or wages paid thereof and shall always keep the PARTY NO. 1 (OWNER) indemnified against the same.

32) That if the F.S.I in relation to the aforesaid plot 6-A are increased at any time in the 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.

33) The stamp duty of RS.6,17,200 /- And registration fee of RS.30,000/- Is paid on the market value at/before the time of execution this deed.

SCHEDULE OF PROPERTY BELONGING

TO PARTY NO.1

(DISCRIPATON OF PROPERTY HEREBY DEVELOPED)

ALL that piece and parcel of the land bearing **Plot No.6A,** in the layout of raghavendra gruhnirman sahakari sanstha, Nagpur bearing a part or portion of the land bearing Khasara .No.62/1 situated at **Mouza-,Manewada**, P.H.N NO.39, Ward No.14,city survey No.589,sheet No.44/399, containing by admeasurement about 4753.76 sq. ft. (447.2300sq mtrs. As per N.I.T R.L LETTER) within the limits of Nagpur municipal corporation and Nagpur improvement trust, Tahsil and District Nagpur,

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OF THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR

AND BOUNDED AS UNDER:-

ON THE EAST	:	PLOT NO.17 & 18
ON THE WEST	:	18.28 mt. Wide Road
ON THE NORTH	:	PLOT NO.5-A
ON THE SOUTH	:	12.19 mt. Wide Road

IN WITNESS WHEREOF the **PARTY NO .1 (OWNER)** and the **PARTY NO.2(DEVELOPERS)**herein above named have hereto set their respective hands and signed this **AGREEMENT OF DEVELOPMENT AND SALE** at Nagpur of their free will and accord ,in the presence of attesting witnesses signing as such on the day and year first above written.

I ADVOCATE SUYOG H. Madavi, R/o 70, Bank Colony Bhagwan Nagar Nagpur, **REGSITATION NUMBER:MAH/391/2014** do hereby state that this **DEED OF DEVELOPMENT AND SALE** is drafted by me as per instruction and documents provided by VENDOR.

SR.NO	NAME	SIGN	PHOTO	LEFT THUMB IMPRESSION
1	**SMT. MADHAVI W/O ARUN SAWARKAR (PARTY NO .1 (OWNER)**			
2	**M/s. MAA KAUSHALYA DEVELOPERS, A PARTNERSHIP FIRM, through its partner Shri DEVDATTA S/O PURUSHOTTAM DEHANKAR (DEVELOPER/PROMOTOR)**			

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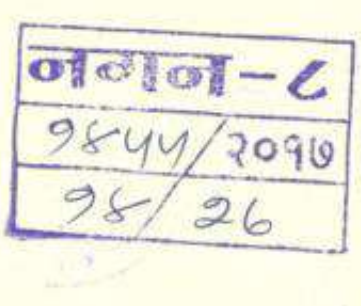
THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR NO.8

3	M/s. MAA KAUSHALYA DEVELOPERS, A PARTNERSHIP FIRM, through its partner Shri. AMOL S/O TARASING RAJPUT (DEVELOPER/PROMOTOR)		
4	M/s. MAA KAUSHALYA DEVELOPERS, A PARTNERSHIP FIRM, through its partner Shri. PIYUSH S/O ARUN SAWARKAR(DEVELOPER/ PROMOTOR)		
5	M/s. MAA KAUSHALYA DEVELOPERS, A PARTNERSHIP FIRM, through its partner SMT. MADHAVI W/O ARUN SAWARKAR(DEVELOPER/ PROMOTOR)		
6	SHRI.SUYOG H. MADAVI (WITNESS 1)		
7	SHRI.BHAIYALAL B RAJPUT (WITNESS 2)		

END.

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2


OF THE JOINT SUB-REGISTRAR CLASS-2, HAORA