AGREEMENT OF DEVLOPMENT

OWNERS : KISHOR HANSRAJ JHAM

DEVDLOPERS : M/S ATHARVA INFRASTRUCTURES

EXECUTED ON : 05/07/2019

REGISTERED ON : 05/07/2019

d k

M/S DWIVEDI & KHEDKAR ADVOCATES
"SHRINIWAS", WARDHAMAN NAGAR SQ.
CENTRAL AVENUE, NAGPUR – 440 008.
PH. NO. 2767995, FAX 0712-2762645
email: msdkadvocates@gmail.com

270/6276
Friday,July 05 ,2019
4:42 PM

पावती

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

पावती क्रं.: 7219 दिनांक: 05/07/2019

गावाचे नाव: पिपळा
दस्तऐवजाचा अनुक्रमांक: नगन7-6276-2019
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: मेसर्स अथर्व ईन्फ्रास्ट्रक्चर्स तर्फे भागिदार चंद्रकांत बाबुराव सुरमवार - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 960.00
पृष्ठांची संख्या: 48	
एकूण:	रु. 30960.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ वाजे 5:02 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग २
नागपूर ग्रामिण क्रं. ७

DELIVERED

बाजार मुल्य: रु.71175000 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 3558750/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003672098201920[illegible] दिनांक: 05/07/2019
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.960/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0507201903022 दिनांक: 05/07/2019
बँकेचे नाव व पत्ता:

270/6276

Saturday,06 July 2019 2:51 PM

इतर पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 7242 दिनांक: 06/07/2019

गावाचे नाव: -पिपळा

दस्तऐवजाचा अनुक्रमांक: नगन7-6276-2019

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स अथर्व ईन्फ्रास्ट्रक्चर्स तर्फे भागिदार चंद्रकांत बाबुराव सुरमवार - -

वर्णन

दस्त हाताळणी फी	रु. 20.00
पृष्ठांची संख्या: 1	
एकूण:	रु. 20.00

सह दुय्यम निबंधक वर्ग-२

नागपूर ग्रामिण क्र. १७

1): देयकाचा प्रकार: DHC रक्कम: रु.20/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0607201903661 दिनांक: 06/07/2019

बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN	MH003672098201920E	BARCODE		Date	05/07/2019-11:55:04	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR	Full Name	MS ATHARVA INFRASTRUCTURES
Location	NAGPUR		
Year	2019-2020 One Time	Flat/Block No.	MZ PIPLA
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	NAGPUR
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 0 2
		Remarks (If Any)	
		SecondPartyName=SHRI KISHORE H JHAM~	
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572019070543253	CKJ9020811
Cheque/DD No.		Bank Date	RBI Date	05/07/2019-11:55:57	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 7122767995

* 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 दस्तांसाठी सदर चलन लागू नाही.

नगन - ७
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Print Date 05-07-2019 11:55:54

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0507201903022	**Date**	05/07/2019
Received from MS ATHARVA INFRASTRUCTURES, Mobile number 7122767995, an amount of Rs.960/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Nagpur 7 of the District Nagpur.			
Payment Details			
Bank Name	SBIN	**Date**	05/07/2019
Bank CIN	10004152019070502492	**REF No.**	CHB2611854
This is computer generated receipt, hence no signature is required.			

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Final.

Certificate u/s 32 (1) (b) of the Bombay Stamp Act. 1958

Office of the 4600901
Collector of Stamp Nagpur City
Case No. Adj. 107/2019
Dated: 12/06/2019

Received from Shri / Smt./ M/s. Atharva Infrastructures.
Residing at Nagpur.
Market Value Rs. 7117500/- fifty eight thousand seven hundred fifty only.
Stams duty of Rs. (3558750) in words Thirty Five Lakh Paid
Vide Claim No. MH003577997201920E Dated. 4/07/2019

Certified under Section 32 (I) (b) of the Bombay Act 1958 that the full duty of Rs. (3558750) Thirty five Lakh fifty eight thousand seven hundred fifty only. with which instrument is chargeable has been paid vide Article No. 5(B)(a) of Schedule I This Certificate is subject to the provision of section 53 (A) of Bombay Stamp Act. 1958

Place: NAGPUR

Collector of Stamps
Nagpur City

Dated:- 4/7/19

आदेश मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर सादर झाल्यास, नोंदणी अधिनियम १९०८ च्या अधिनियमातील तरतूदी नुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

मुद्रांक जिल्हाधिकारी
नागपूर शहर

Jt. Dist. Registrar Cl-I & Collector of Stamps ★ NAGPUR CITY ★

AGREEMENT OF DEVELOPMENT

THIS AGREEMENT made at Nagpur this 05TH day of JULY 2019 BY AND BETWEEN :

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THE JOINT SUB-REGISTRAR CLASS-I NAGPUR

01. **SHRI KISHORE S/O HANSRAJ JHAM,** aged about 56 years, Occupation : Business, Resident of Rajabaxa, Medical Chowk, Nagpur – 440009, herein after referred to as **"THE OWNER"** which expression wherever it appears in this Deed herein after shall, unless repugnant to the context or meaning thereof, shall always mean and include his heirs, representatives, nominees, agents, assignees or any other person or institution claiming for or through him of the One Part; {PAN : AALPJ5623R} {UID :

AND

02. **M/S ATHARVA INFRASTRUCTURES,** a Partnership Firm having registered office at Shubham Tower, 1st Floor, Plot No. 6, R.P.T.S. Road, Ajani Square, Nagpur – 440025 {PAN : AARFA8819J} acting through Partners **(i) SHRI CHANDRAKANT S/O BABURAO SURAMWAR**, aged about 51 years, {UID : 2373 9770 9287}, **(ii) SHRI MANOJ S/O BABURAO SURAMWAR**, aged about 46 years, {UID : 3713 6565 2902} **(iii) SHRI RAJU S/O BALAJI CHANNAWAR**, aged about 50 years, {UID : 7264 0630 5060}, **(iv) SHRI NARENDRA S/O SHANKARRAO MALLELWAR**, aged about 50 years, {UID : 8471 9677 6966} **(v) SHRI RAHUL S/O BANDOPANT MALLELWAR**, aged about 32 years, {UID : 7634 9078 0821} and **(vi) SHRI GOPAL S/O MAROTI WAGHMARE**, aged about 47 years, {UID : 7695 9846 3945} all Occupation : Agriculturists/Business, hereinafter known and referred to **"THE DEVELOPER"** which expression shall, unless repugnant to the context or meaning, thereof shall always mean and include the developer as well as its Partners, their heirs, representatives, nominees, agents, assignees or any other person or institution claiming for or through them all) of the Other Part:

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WHEREAS :

A. The OWNER is seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land bearing Kh. Survey No. 155/1, admeasuring about 5161.86 Sq. Mtrs., Land Revenue Rs. 516.00, with Occupant Class 1 Bhumiswami Rights, situated at Mauza : PIPLA, P. H. No. 38, Tahsil : Nagpur (Rural) and District : Nagpur and more particularly described in the Schedule hereto (hereinafter called "the said Plot/Property").

B. That, the said land was purchased by the OWNER here-in and the name of the Owner herein was mutated in revenue records as the owner of the said land.

C. That the OWNER got the user of the said land converted from agricultural into non agricultural i.e. residential purposes from Collector, Nagpur in Rev. Case No. 214/NAP-34/2012-2013 by Order dt. 14.01.2013 wherein as per the Zone Plan approved by Nagpur Improvement Trust, Nagpur (Metro), the portion of land admeasuring about 850.09 Sq. Mtrs. is under the Open Space, land admeasuring about 1275.06 Sq. Mtrs. is under the Amenity Space, portion of land admeasuring about 1589.11 Sq. Mtrs. is under lay out Road and Plotable area is of 4794.14 Sq. Mtrs. which has sanctioned by the Nagpur Improvement Trust, Nagpur (Metro) and now the same was revised by the Nagpur Metropolitian Region Development Authority vide Building Permit & Commencement Certificate bearing No. BE(NMRDA)/B/P 170 dt. 24.05.2019 and under the same the Gross Plot area (after deduction of DP Road widening) is 8145.896 Sq. Mtrs., Recreational Open Space is 815.121 Sq. Mtrs., Amenity Space is 850.516 Sq. Mtrs., Internal Road area is 1373.997 Sq. Mtrs. and thus the net plotable area considered for FSI is 8024.918 Sq. Mtrs. and as per 7/12 abstract 5161.86 Sq. Mtrs.

D. That under the said sanctioned Plan, the FSI for area of D. P. Road Widening admeasuring about 552.232 Sq. Mtrs. and the FSI related to Amenity Space admeasuring 1701.032 Sq. Mtrs. has been sanctioned under the building plans approved by Nagpur Metropolitian Region Development Authority vide Building Permit & Commencement Certificate bearing No. BE(NMRDA)/B/P 170 dt. 24.05.2019. Thus the total Built up area as per sanctioned Plan is 10278.182 Sq. Mtrs.

E. WHEREAS, the OWNER herein have now decided to develop the said land into a scheme of residential building / Apartments and THE DEVELOPER having to come to know about the intention of the OWNER, approached the OWNER here-in and negotiated with him and the OWNER and DEVELPER decided to get the said property developed through the DEVELOPER

F. The OWNER is desirous of developing the said property and have been approached by the DEVELOPER who represent that it possess the necessary finance and technical expertise required for realising the maximum development potential of the said land by utilising the maximum primary FSI without deductions in relation to the said property together with the benefit of all concessions and amenity areas available thereto to the maximum extent permissible in respect of the said property.

G. The parties hereto have, in the circumstances, agreed to reduce to writing the terms and conditions on which the DEVELOPER shall construct a residential multi-storied building/s on the said property and other development work thereon as is hereinafter appearing.

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

01. The OWNER hereby authorise, permit and assign to the DEVELOPER the right to construct a multi-storied building and other structures on the said property and cause the development thereof realising the maximum development potential of the said property by utilising the maximum permitted FSI without deductions in relation to the said property, as well as the benefit of all concessions and amenity areas available thereto to the maximum extent permissible at the DEVELOPER's sole cost and expenses, and the DEVELOPER hereby agree and accept the rights to construct a multi-storied building and other structures on the said property in accordance with the building plans as approved by the Nagpur Metropolitian Region Development Authority vide Building Permit & Commencement Certificate bearing No. BE(NMRDA)/B/P 170 dt. 24.05.2019 with such modifications thereto as may from time to time be proposed by

the DEVELOPER and as may be approved by the Nagpur Metropolitian Region Development Authority. The name of the building Township project is mutually decided as "Atharva Nagari V".

02. It is hereby unequivocally agreed and understood that the DEVELOPER shall, at its own costs and expenses, develop the said property by utilizing the maximum permitted/ permissible FSI without deductions in relation to the said property as well as the benefit of all concessions and amenity areas available thereto in accordance with the development rules and regulations of the Nagpur Metropolitian Region Development Authority and other statutory local public bodies and authorities.

03. The OWNER doth hereby grant unto and in favour of the DEVELOPER the exclusive development rights and authority to develop the said property described in the schedule here-under-written and as shown on the plans annexed hereto and to utilize the FSI of the said property under the development control rules and regulation with right to construct buildings on the said property and allot and sell or dispose off in any manner the Apartments/ constructed premises and of the premises on ownership basis or otherwise and appropriate the sale proceeds by the DEVELOPER for the consideration.



04. In consideration of the OWNER agreeing to grant to the DEVELOPER the rights to develop the said property, the DEVELOPER shall handover the 35% of constructed premises (i.e. built up area of 3597.3637 Sq. Mtrs. as per sanctioned plan) and more particularly described in the Schedule here-under written to the OWNER for giving the development rights to the developer. The Developer shall provide the completed premises within a period of 36 (Thirty Six) months from the date of sanctioning of building plans by the competent authorities and the Stamp Duty, Registration Fees and other expenses for the same shall be borne by the Owner/Developer. It is clarified that the OWNER shall not be required to contribute any costs, charges or expenses for the development of the entire said property i.e. the primary FSI and/or the concessions and amenity areas. That the OWNER shall be liable to make the payment of Maintenance Charges as may be decided between the parties here-in in respect of Apartments/ constructed premises allotted to him as determined under this Agreement. That the

