

266/3744

Thursday, August 01, 2019

1:46 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 4743 दिनांक: 01/08/2019

गावाचे नाव: मानेवाडा

दस्तावेजाचा अनुक्रमांक: नगन3-3744-2019

दस्तावेजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे. कल्याणी डेव्हलपर्स तर्फे भागीदार श्री. कमलेश श्रीकृष्ण खानोरकर - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 560.00

पृष्ठांची संख्या: 28

DELIVERED

एकूण:

रु. 30560.00

आपणास मूळ दस्त, यंबनेस प्रिंट, सूची-२ अंदाजे

2:06 PM ह्या वेळेस मिळेल.

NGP3

बाजार मूल्य: रु. 3512000/-

मोबदला रु. 5398000/-

भरलेले मुद्रांक शुल्क : रु. 269900/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

टीडी/घनादेश/पे ऑर्डर क्रमांक: MH004751450201920E दिनांक: 01/08/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 560/-

टीडी/घनादेश/पे ऑर्डर क्रमांक: 3107201908886 दिनांक: 01/08/2019

बँकेचे नाव व पत्ता:

3m

CHALLAN  
MTR Form Number-6

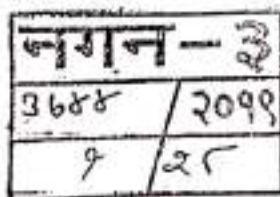
|                                               |                     |         |                     |               |                                                    |                     |                                                        |                       |  |
|-----------------------------------------------|---------------------|---------|---------------------|---------------|----------------------------------------------------|---------------------|--------------------------------------------------------|-----------------------|--|
| LRN                                           | MIH004751450201020E | BARCODE | MIH004751450201020E |               | Date                                               | 31/07/2019-18:43:58 | Form ID                                                | 25.2                  |  |
| Department Inspector General Of Registration  |                     |         |                     |               | Payer Details                                      |                     |                                                        |                       |  |
| Stamp Duty                                    |                     |         |                     |               | TAX ID (If Any)                                    |                     |                                                        |                       |  |
| Type of Payment Registration Fee              |                     |         |                     |               | PAN No.(If Applicable)                             |                     | AAMFK1005P                                             |                       |  |
| Office Name NGP3_JT NAGPUR NO 3 SUB REGISTRAR |                     |         |                     |               | Full Name                                          |                     | MS KALYANI DEVELOPERS                                  |                       |  |
| Location NAGPUR                               |                     |         |                     |               | Flat/Block No.                                     |                     | FLOT NOS. 12, 13                                       |                       |  |
| Year 2019-2020 One Time                       |                     |         |                     |               | Premises/Building                                  |                     | MOUZA MANEWADA                                         |                       |  |
| Account Head Details                          |                     |         |                     | Amount in Rs. | Road/Street                                        |                     |                                                        |                       |  |
| 0030046401 Stamp Duty                         |                     |         |                     | 269900.00     | Area/Locality                                      |                     | NAGPUR                                                 |                       |  |
| 0030063301 Registration Fee                   |                     |         |                     | 30000.00      | Town/City/District                                 |                     |                                                        |                       |  |
|                                               |                     |         |                     |               | PIN                                                |                     | 4 4 0 0 2 4                                            |                       |  |
|                                               |                     |         |                     |               | Remarks (If Any)                                   |                     |                                                        |                       |  |
|                                               |                     |         |                     |               | PAN2=ABEPD6373C-SecondPartyName=SMT ASHA PRADHAKAR |                     |                                                        |                       |  |
|                                               |                     |         |                     |               | DIWAN-                                             |                     |                                                        |                       |  |
|                                               |                     |         |                     |               |                                                    |                     |                                                        |                       |  |
|                                               |                     |         |                     |               |                                                    |                     |                                                        |                       |  |
|                                               |                     |         |                     |               |                                                    |                     |                                                        |                       |  |
|                                               |                     |         |                     |               |                                                    |                     |                                                        |                       |  |
| Total                                         |                     |         |                     | 2,99,900.00   | Amount in Words                                    |                     | Two Lakh Ninety Nine Thousand Nine Hundred Rupees Only |                       |  |
| Payment Details BANK OF INDIA                 |                     |         |                     |               | FOR USE IN RECEIVING BANK                          |                     |                                                        |                       |  |
| Cheque/DD Details                             |                     |         |                     |               | Bank CIN                                           | Ref. No.            | 02202262019073106991                                   | 65705022              |  |
| Cheque/DD No.                                 |                     |         |                     |               | Bank Date                                          | RBI Date            | 31/07/2019-18:43:58                                    | Not Verified with RBI |  |
| Name of Bank                                  |                     |         |                     |               | Bank-Branch                                        |                     | BANK OF INDIA                                          |                       |  |
| Name of Branch                                |                     |         |                     |               | Scroll No. , Date                                  |                     | Not Verified with Scroll                               |                       |  |

Department ID :

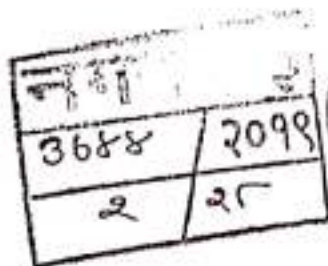
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

यह चालन केवल मुख्य न्यायाधीश कार्यालय में ही मान्यता प्राप्त है। नोटरी या अनपंजीकृत दस्तावेजों के लिए यह चालन वैध नहीं है।

मार्गदर्शक



|                                                                                                                                                                                                                                |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Department of Stamp &amp; Registration, Maharashtra</b>                                                                                                                                                                     |                            |
| <b>Receipt of Document Handling Charges</b>                                                                                                                                                                                    |                            |
| PRN            3107201808886                                                                                                                                                                                                   | Date            31/07/2019 |
| <p>Received from o, Mobile number 9373534477, an amount of Rs.560/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nagpur 3 of the District Nagpur.</p> |                            |
| <b>Payment Details</b>                                                                                                                                                                                                         |                            |
| Bank Name    IBKL                                                                                                                                                                                                              | Date            31/07/2019 |
| Bank CIN      10004152019073107531                                                                                                                                                                                             | REF No.       225563384    |
| <p>This is computer generated receipt, hence no signature is required.</p>                                                                                                                                                     |                            |



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| नगन  |      |
| 3688 | 2098 |
| 3    | 25   |



WITHIN THE JURISDICTION OF SUB REGISTRAR NAGPUR (CITY)

MOUZA - MANEWADA

## AGREEMENT OF DEVELOPMENT

PLOT NOS. 12 & 13, FOR RS. 53,98,000/-  
(Rupees Fifty Three Lac Ninety Eight Thousand Only)

Sheet No. 40, City Survey No. 398.

Item No. 54.604/40, @ Rs. 12,600/-

MARKET VALUE RS. 35,12,000/- , STAMPS RS. 2,69,900/-

THIS AGREEMENT OF DEVELOPMENT is made and executed at Nagpur Tah. And Dist. Nagpur on this 01<sup>st</sup> day of August, 2019.

### B E T W E E N

- 1) SMT. ASHA Wd/O PRABHAKAR DIWAN,  
aged 78 years, occ. Household, PAN. ABGPD 6373 C
- 2) SHRI RAJESH S/O PRABHAKAR DIWAN,  
aged 50 years, occ. Private, PAN. AIPPD 9753 L
- 3) SHRI SACHIN S/O PRABHAKAR DIWAN,  
aged 46 years, occ. Private, PAN. AKCPD 8178 J
- 4) SMT. RAJSHREE D/O PRABHAKAR DIWAN,  
Married Name

SMT. RAJSHREE W/O MADHAV KANAG0  
aged 49 years, occ. Household, PAN. CPKPK 1902 E  
All R/o Plot No. 105, Bank Colony, Bhagwan Nagar, Nagpur - 440 027

*Say. R. Kanungo*

hereinafter referred to as "THE OWNERS" which expression whereas it appears in this deed hereinafter shall, unless repugnant to the context or meaning thereof, shall always mean and include their legal heirs, successors, legal representatives, administrators, agents, assignees or any other person or institution claiming for or through it all of THE ONE PART.

M/S KALYANI DEVELOPERS, a partnership firm having its office at 66, Banerjee Layout, Bhagwan Nagar, Nagpur - 440 027, PAN. AAMFK 1895 P acting through its Partners ;

**1) SHRI KAMLESH S/O SHRIKRISHNA KHANORKAR,**

aged about 50 years, Occ. Business,  
R/o. Ekdant Apartment, Flat No. G-1, Shriram Wada,  
Ayodhya Nagar, Nagpur - 440 024

**2) SHRI NITIN S/O EKNATHRAO BHALEY,**

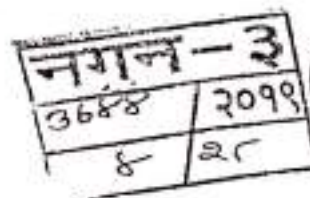
aged about 51 years, Occ. Business,  
R/o. 101, Kalyani Apartment, Plot No. 66,  
Banerjee Layout, Bhagwan Nagar, Nagpur - 440 027

hereinafter referred to as "THE DEVELOPER" which expression whereas it appears in this Deed hereinafter shall, unless repugnant to the context or meaning thereof, shall always mean and include The Developer, legal representatives, administrators, nominees, agents, assignees or any other person claiming for or through it of **THE OTHER PART, AND**

WHEREAS, the Owners above mentioned are sufficiently entitled to the Plot and is the exclusive and absolute Owners and in possession of all that piece and parcel of land bearing Plot No. 12 admeasuring 139.354 Sq. Mtrs. & Plot No. 13 admeasuring 139.354 Sq. Mtrs., total admeasuring 278.708 Sq. Mtrs. of Khasara No. 99, P.S.K. No. 39 A, Mouza - Manewada, Sheet No. 40, City Survey No. 398, Ward No. 14, situated in the layout of Shri Geeta Gruh Nirman Sahakari Sanstha, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur and Nagpur Improvement Trust, Nagpur, Tah. and Dist. Nagpur more particularly described in the schedule here under written hereinafter called as "Property" AND,

WHEREAS Originally the said Khasara No. 99 was belonged to Shri Geeta Gruh Nirman Sahakari Sanstha, Nagpur. After the purchase of the aforesaid land the said Society has put a layout with various sizes of plots for selling to it's members.

WHEREAS thereafter Shri Geeta Gruh Nirman Sahakari Sanstha, Nagpur sold the aforesaid property to 1) Shri Prabhakar S/o Ganpatrao Diwan, 2) Smt. Asha W/o Prabhakar Diwan & 3) Shri Rajesh S/o Prabhakar Diwan, by virtue of registered Sale Deed dated 16/06/1993 which is registered on the same date in the office of Sub-Registrar Nagpur No. 11 having Registration No. 3317 (P).



AND WHEREAS, thereafter Shri Prabhakar S/o Ganpatrao Diwan expired on 28/10/2004 leaving behind his legal heirs namely 1) Smt. Asha Wd/o Prabhakar Diwan, 2) Shri Rajesh S/o Prabhakar Diwan, 3) Shri Sachin S/o Prabhakar Diwan & 4) Smt. Rajshree D/o Prabhakar Diwan Married Name Smt. Rajshree W/o Madhav Kango, who are the vendors herein became sole and absolute owners of the aforesaid property.

AND WHEREAS the said property came under the unauthorized layout Govt. namely as 1900 layout and the Govt. has handing over the development activities through Nagpur Improvement Trust as per Maharashtra Gunthewari Developements (Regulations, Upgradation and Control) Act, 2001 and Board Resolution No. 15 dated 27/01/2001 and B. R. No. 10/977 dated 28/05/2001 and B. R. No. 8/1003 dated 02/04/2003.

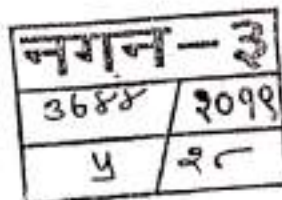
AND WHEREAS on the basis of the aforesaid development act, Nagpur Improvement Trust has issued a demand of Rs. 83,752/- for Plot No. 12 and Rs. 83,752/- for Plot No. 13 infavour of 1) Shri Prabhakar S/o Ganpatrao Diwan, 2) Smt. Asha W/o Prabhakar Diwan & 3) Shri Rajesh S/o Prabhakar Diwan.

AND WHEREAS thereafter Nagpur Improvement Trust duly issued a Regularization Letter of Plot No. 12 in favour of 1) Shri Prabhakar S/o Ganpatrao Diwan, 2) Smt. Asha W/o Prabhakar Diwan & 3) Shri Rajesh S/o Prabhakar Diwan vide Permit No. 1647 dated 19/07/2019.

AND WHEREAS Nagpur Improvement Trust duly issued a Regularization Letter of Plot No. 13 in favour of 1) Shri Prabhakar S/o Ganpatrao Diwan, 2) Smt. Asha W/o Prabhakar Diwan & 3) Shri Rajesh S/o Prabhakar Diwan vide Permit No. 1659 dated 24/07/2019.

WHEREAS for cogent reasons and good causes the Owners have now decided to develop the aforesaid property in a RESIDENTIAL ESTATE by constructing a Multi-storied building thereon consisting of various self contained separate Apartment therein. AND

WHEREAS having no experience about the building construction activities, the Owners has now decided to entrust the entire work of Development of the said property to any well experienced builder of the City and it is specifically made clear that the entire FSI sanctioned or to be sanctioned by the appropriate authority will

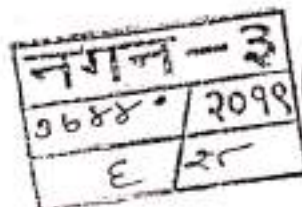


be exclusively held by the Developer being the subject matter of the Agreement and on being mutually agreed to the proposal, both the parties referred above have entered in to this Agreement. AND.

WHEREAS, it has become necessary to reduce to writing the terms and conditions of development of the said plot agreed to between the parties.

**NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:**

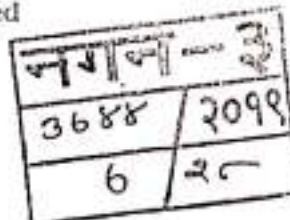
1. THAT, it is agreed between the Parties that the Developer shall develop the plot owned by the Owners bearing Plot Nos. 12 admeasuring 139.354 Sq. Mtrs. & Plot No. 13 admeasuring 139.354 Sq. Mtrs., total admeasuring 278.708 Sq. Mtrs. of Khasara No. 99, P.S.K. No. 39 A, Mouza - Manewada, Sheet No. 40, City Survey No. 398, Ward No. 14, situated in the layout of Shri Geeta Gruh Nirman Sahakari Sanstha, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur and Nagpur Improvement Trust, Nagpur, Tah. and Dist. Nagpur together with the present and future FSI into a building complex at his own cost in accordance with the proposed sanctioned building plan subject to such variation and modifications as the Developer may require and think proper under the circumstances and may be approved by the Building Engineer of the concerning Authority.
2. The Developer has agreed to undertakes the entire construction of the Residential Complex on the said piece of land in accordance with the plan as may be sanctioned by the NMC/Nagpur Improvement Trust and it shall invest and / or arrange for all moneys that may be required for the construction of the proposed building and for this proposed building and for this purpose the Developer shall also arrange to procure intending buyers for the Apartments in the proposed building to be constructed there on and it shall be entitled to make construction of the respective Apartments at the cost and on account of and on behalf of the respective intending buyers and such intending buyers shall be nominated by the Developer for the purpose of acquiring proportionate undivided variable and indivisible share in the said land.
3. That the OWNERS having permitted and allowed the Developer to develop the said property into a Residential Estate as herein above stated and to utilize the entire F.S.I as may be permissible at present or as may hereinafter become permissible at any future date in relation to the said plot of land, the Developer agrees with the Owners as follows:



- i) That the Owners having allowed the Developer to develop on the said plot of land in to residential estate in accordance with the proposed sanction building plan, the Developer agrees to pay total amount of Rs. 38,00,000/- (Rupees Thirty Eight Lac Only) and 1 (One) Flat situated on Second Floor having Built-up area of 66.00 Sq. Mtrs. approximately. As such the total market value of the aforesaid apartments is calculated of Rs. 15,98,000/- (Rupees Fifteen Lac Ninety Eight Thousand Only). The Developer shall pay the said amount to the Owner in following manner :

#### MODE OF PAYMENT

- a) Rs. 2,13,750/- Rupees Two Lac Thirteen Thousand Seven Hundred Fifty Only  
Paid by Cheque No. 531701, Dt. 01/08/2019.  
Drawn on Indian Bank  
To the Owner No. 1 at the time of this agreement
- b) Rs. 2,13,750/- Rupees Two Lac Thirteen Thousand Seven Hundred Fifty Only  
Paid by Cheque No. 531702, Dt. 01/08/2019.  
Drawn on Indian Bank  
To the Owner No. 2 at the time of this agreement
- c) Rs. 2,13,750/- Rupees Two Lac Thirteen Thousand Seven Hundred Fifty Only  
Paid by Cheque No. 531703, Dt. 01/08/2019.  
Drawn on Indian Bank  
To the Owner No. 3 at the time of this agreement
- d) Rs. 2,13,750/- Rupees Two Lac Thirteen Thousand Seven Hundred Fifty Only  
Paid by Cheque No. 531704, Dt. 01/08/2019.  
Drawn on Indian Bank  
To the Owner No. 4 at the time of this agreement
- e) Rs. 95,000/- Rupees Ninety Five Thousand Only  
TDS Deduction
- f) Rs. 8,55,000/- Rupees Eight Lac Fifty Five Thousand Only  
shall be paid within Three months from the date of obtaining mutated Akhiv Patrika
- g) Rs. 8,55,000/- Rupees Eight Lac Fifty Five Thousand Only  
shall be paid within Three months from the date of payment of "f" installment
- h) Rs. 8,55,000/- Rupees Eight Lac Fifty Five Thousand Only  
shall be paid within Six months from the date of payment of "g" installment
- i) Rs. 2,85,000/- Rupees Two Lac Eighty Five Thousand Only  
TDS to be deducted



j) Rs. 15,98,000/- Rupees Fifteen Lac Ninety Eight Thousand Only  
shall be adjusted in the terms of 1 (One) Flat situated on the  
Second Floor having Built-up area of 66.00 Sq. Mtrs. approx.  
retained by the Owners.

Rs. 53,98,000/- (Rupees Fifty Three Lac Ninety Eight Thousand Only)  
TOTAL CONSIDERATION

- ii) As such the Developer has paid an amount of Rs. 9,50,000/- (Rupees Nine Lac Fifty Thousand Only) by Cheques which includes TDS deduction to the Owners time to time up to date of this agreement a receipt whereof the Owners do hereby acknowledge.
- iii) That the said flats shall be completed and handover to the Owner within 24 months from the date of sanctioned building plan.
- iv) The time is essence of contract however the Owners shall grant a grace period of 30 days from the date of expiration of the stipulated time in case of the aforesaid payment. The Owners shall charge the interest at the Rate of 9 % per annum on the defaulted Payment from the end of the grace period of defaulted Payment till it is paid fully.
- v) The Developer shall be free to recover to the amount of land agreed to be paid to the Owners as stated herein above directly from the prospective purchasers in whatever amount and in whatever manner he deems fit and proper.
- vi) The Developer shall be free to enter in to Agreement or sale of flats along with the sale of undivided share in land relatable to the flat with the intending buyers at the price suitable to it and shall be free to recover the same directly from such buyers in such installments as it deems fit and proper.
- vii) The Developer shall bear and pay all costs, charges for preparation of the plans including the Architects fee and other incidental expenses.
- viii) That, after completion of the building, the owners shall retain One flat situated on the Second floor (Front Side) in the said multi storied building in their names. And the stamp duty, registration fees, and other expenses for

