267327
Thursday,August 01 ,2019
11:44 AM

पावती

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

पावती क्रं.: 6537 दिनांक: 01/08/2019

गावाचे नाव: अंबाझरी
दस्तऐवजाचा अनुक्रमांक: नगन4-5327-2019
दस्तऐवजाचा प्रकार : बिक्रीनपत्रारनामा
सादर करणाऱ्याचे नाव: थी होम मेकर्स तर्फे प्रोप्रा. स्वाती आशुतोष नाईक . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 640.00
पृष्ठांची संख्या: 32	
एकूण:	रु. 30640.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
12:04 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, NGP-4
नागपूर शहर क्र. ४

बाजार मुल्य: रु.90365500 /-
मोबदला रु.90000000/-
भरलेले मुद्रांक शुल्क : रु. 4518275/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 40/-
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004751669201920E दिनांक: 01/08/2019
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.600/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0108201900270 दिनांक: 01/08/2019
बँकेचे नाव व पत्ता:

A. Jaiswal.

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CHALLAN
MTR Form Number-6

GRN MH004751669201920E	BARCODE	Date 31/07/2019-18:48:20	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections (GR	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	SHREE HOME MAKERS
Location	NAGPUR		
Year	2019-2020 One Time	Flat/Block No.	PLOT NO. 129
		Premises/Building	
Account Head Details	Amount in Rs.	Road/Street	SHIVAJI NAGAR
0030063301 Amount of Tax	30000.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 1 0
		Remarks (If Any)	SecondPartyName=SUDHINDRANATH MITRA~
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.	00040572019073140514	IK0ADWSVK9
Cheque/DD No.		Bank Date	RBI Date	31/07/2019-18:24:49	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. : 9822697172

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

सदर चालन फक्त दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चालन लागू नाही.

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THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR-4

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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0108201900270	Date	01/08/2019
Received from Shree Home Makers, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nagpur 4 of the District Nagpur.			
Payment Details			
Bank Name	BKID	Date	01/08/2019
Bank CIN	10004152019080100225	REF No.	85716697
This is computer generated receipt, hence no signature is required.			

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

Office of the 4660901
Collector of Stamp Nagpur City
Case No. Adj. 113/2019
Dated: 31/07/2019

Received from Shri / Smt / M/s Shree Home Makers Through Prop. Mrs. Swati A. Naik.
Residing at Nagpur
Market Value Rs. 9,00,00,000/- in words Forty five lakh Paid eighteen lakh two hundred seventy five only.
Stamp duty of Rs. 45,18,275 in words Forty five lakh eighteen lakh two hundred seventy five only.
Vide Claim No MH004600544962019020E Dated 30/07/2019 MH004600544962019020E dt: 30/07/19

Certified under Section 32 (1) (b) of the Bombay Act 1958 that the full duty of Rs (45,18,275) Forty five lakh eighteen thousand two hundred seventy five only with which Instrument is chargeable has been paid vide Article No. 5(1)(a) of Schedule I This Certificate is subject to the provision of section 53 (A) of Bombay Stamp Act. 1958

Collector of Stamps
Nagpur City

Place: NAGPUR
Dated:- 31/7/19

आदेश मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नॉंदणीसाठी नॉंदणी अधिकाऱ्यासमोर सादर झाल्यास, नॉंदणी अधिनियम १९०८ च्या अधिनियमातील तरतुदी नुसार नॉंदणी अधिकारी दस्त नॉंदणीची कार्यवाही करतील.

मुद्रांक जिल्हाधिकारी
नागपूर शहर

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

AGREEMENT OF DEVELOPMENT AND SALE

FOR RS. 9,00,00,000.00 ONLY

MARKET VALUE RS. 3,81,66,487/- ONLY

Item No. 23.365/33 Page No. 744 Rate @ Rs. 41,100/- Per Sq. Mtr.

THIS AGREEMENT OF DEVELOPMENT AND SALE is made on this 01 Day of August, 2019 BETWEEN **SHRI. SUDHINDRA NATH MITRA S/o LATE SHRI. MANINDRA NATH MITRA**, Aged 84 Years, Occupation - Retired, Resident of Plot No. 129, Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur-440010, Tahsil and District - NAGPUR **(PAN ABVPM6447M)**, hereinafter called the **OWNER**, which expression shall unless repugnant to the context or meaning thereof always mean and include his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART

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AND

M/S. SHREE HOME MAKERS, A Proprietary Concern having its Office at M-8, Vasant Nagar, S. A. Road, Nagpur and acting through its Sole Proprietress **MRS. SWATI W/o ASHUTOSH NAIK**, Aged 43 Years, Occupation - Business, Resident of M/8, Vasant Nagar, South Ambazari Road, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AFYPN6465P & AADHAR 6497 4465 2069)**, hereinafter called the **DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PROPRIETARY CONCERN and its PROPRIETRESS, as well as, her heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 129 in Dharampeth Expansion Scheme containing by admeasurement 7400 Sq. Ft. (OR 687.46 Sq. Mtrs.) (As per City Survey Records the area is 742.9 Sq. Mtrs.), Together with the existing Residential House standing thereon, bearing Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza - AMBAZARI, situate at Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District - NAGPUR, Originally belonged to Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra, having been acquired the same by him from the Erstwhile Government for a term ending on 31-3-1975; AND

WHEREAS the said Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra lateron constructed a Residential House on the said Plot No. 129, bearing Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza – AMBAZARI in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/5609/744 Dated 26-5-1965; AND

WHEREAS on expiration of Original term of Lease the Governor of Maharashtra later on extended the term of Lease for a period commencing from 1-4-1975 and ending on 31-3-2005 by executing a Renewed Indenture of Lease regarding the said Plot of land in favour of Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra; AND

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WHEREAS the said Shri. Manindra Nath Mitra S/o Jatindra Nath Mitra breathed his last on 15-4-1986 and consequent upon his death/demise the aforesaid entire property devolved upon his 3 sons namely Shri. Sudhindra Nath Mitra, Shri. Dwijendra Nath Mitra and Shri. Samrendra Nath Mitra, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Samrendra Nath Mitra S/o Late Shri. Manindra Nath Mitra lateron relinquished his Undivided 1/3rd share and interest in the said property in favour of his brother namely Shri. Sudhindra Nath Mitra S/o Late Shri. Manindra Nath Mitra, the Owner hereinabovenamed, by a Deed of Release Dated 28-1-2016, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1257 on 29-2-2016; AND

WHEREAS in the like manner the said Shri. Dwijendra Nath Mitra S/o Late Shri. Manindra Nath Mitra also relinquished his Undivided 1/3rd share and interest in the said property in favour of his brother namely Shri. Sudhindra Nath Mitra S/o Late Shri. Manindra Nath Mitra, the Owner hereinabovenamed, by a Deed of Release Dated 28-1-2016, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1258 on 29-2-2016. As a result therefore the Owner hereinabovenamed has now become an exclusive, absolute and full Owner of the said Plot No. 129 with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records; AND

WHEREAS on expiration of Second term of Lease the Governor of Maharashtra lateron extended the same for a period commencing from 1-4-2005 and ending on 31-3-2035 by executing a Renewed Indenture of Lease regarding the said Plot of land in favour of the Owner on 30-6-2017, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 4099 on even date vide Revenue Case No. 11/NAA-48/2016-2017 of Mouza – AMBAZARI; AND

WHEREAS the Owner has now decided to develop the aforesaid Plot No. 129 into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein; 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 of the said property, 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.

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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 and the DEVELOPER hereby agrees to DEVELOP ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 129 in Dharampeth Expansion Scheme containing by admeasurement 7400 Sq. Ft. (OR 687.46 Sq. Mtrs.) (As per City Survey Records the area is 742.9 Sq. Mtrs.), bearing Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza - AMBAZARI, situate at Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. 9,00,00,000/- (Rupees Nine Crore) Only which the Developer has specifically agreed to pay to the Owner in the following manner :-

MANNER OF PAYMENT :-

Rs. 1,28,00,000.00	(Rupees One Crore Twenty Eight Lac) Only paid by the Developer to the Owner by Cheque No. ——— Dated 19.07.2019 Drawn on IDBI Bank Limited, Laxmi Nagar Branch, Nagpur, at the time of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Owner.
Rs. 38,46,000.00	(Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.09.2019.
Rs. 38,46,000.00	(Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.10.2019.
Rs. 38,46,000.00	(Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.11.2019.

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Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.12.2019.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.01.2020.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.02.2020.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.03.2020.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.04.2020.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.05.2020

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.06.2020.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.07.2020.

Rs. 38,46,000.00 (Rupees Thirty Eight Lac Forty Six Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.08.2020.

Rs. 38,48,000.00 (Rupees Thirty Eight Lac Forty Eight Thousand) Only agreed to be paid by the Developer to the Owner on or before 19.09.2020.

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Rs. 6,28,00,000.00 (TOTAL RUPEES SIX CRORE TWENTY EIGHT Lac ONLY).

*THAT if the Developer fails or neglects to pay the aforesaid installments strictly within the time stipulated hereinabove, then in such event the Developer shall be liable to pay an interest @ 10% (TEN PERCENT) Per Annum to the Owner on the defaulted installments from the date of default till the date of actual payment thereof. However such grace period with interest shall not exceed more than 30 (THIRTY) days and such default(s) shall not exceed more than 2 (TWO) occasion during the period of the entire transaction.

*THAT the Developer has further specifically agreed to construct at its own costs a residential unit comprising of Two Apartments each covering a Super Built-up area of about 1750 Sq. Ft. (162.578 Sq.Mtrs) on FIFTH FLOOR of a Multistoreyed Building proposed to be constructed on the said Plot No. 129 in accordance with the Plans and specifications appended hereto as ANNEXURE-A and to give, grant and convey the same to the Owner in duly finished and completed condition and ready for occupation strictly within 18 (EIGHTEEN) Months along with occupancy certificate from the date of commencement of work. The cost of the Apartments chosen to be retained by the Owner is fixed at Rs. 2,72,00,000/- (Rupees Two Crore Seventy Two Lac) Only and the same is not subject to any increase inspite of rise in prices of various building materials over the basic rates. It is specifically understood and agreed by the Owner that it shall be his sole liability and responsibility to pay the Stamp Duty, Registration Fees, Goods and Services Tax etc. payable on the Apartment Deeds in respect of the aforesaid Apartments chosen to be retained by him. However the Developer at its own cost and expenses shall install Electric and Water Meters in the said Apartments chosen to be retained by the Owner. The Developer has further specifically agreed to provide the allotted Covered Parking space for 2 Cars on the Ground Floor and the same shall be exclusively used by the Owner and his successors-in-title.

That Developer have verified the title of the Owner and after being satisfied have agreed to develop the said property and shall not hold Owner responsible for any claim of whatsoever nature. That Developer shall execute the project under RERA and it should be reflected in all communications.

*THAT the Owner does hereby allow and permit the Developer to demolish the existing Structure standing on the said Plot of land exclusively at its own costs and expenses. All the old building materials taken out after such demolition shall always belong to the Developer with a right of disposal upon the same.

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*THAT the Owner does hereby allow and permit the Developer to use and consume the Water and Electricity from the existing connections for carrying out building construction activities. However the Developer shall punctually pay the Departmental Bills for the actual units consumed by it and shall always indemnify the Owner against such payments.

THAT if the Developer fails or neglects to handover the actual physical possession of the said Apartments chosen to be retained by the Owner in duly completed and finished condition strictly within the time stipulated hereinabove, then in such event the Developer shall be liable to pay a sum of Rs. 40,000/- Only per month to the Owner towards the liquidated damages from the date of default till the date of actual delivery of possession of the said Apartment to the Owner.

(3) THAT the development will be free from encumbrances of all kinds whatsoever and also free from payment of Nazul Rent/Non-Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. levied on the property hereby agreed to be developed and payable by the Owner upto the date of Registration of this Agreement.

(4) THAT the Owner further assures the Developer that the property hereby agreed to be developed is his separate property belonging to him alone and that none except him has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

(5) THAT the Owner shall answer all 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.

(6) THAT the Owner shall obtain a No Objection Certificate/Consent Letter from the Nazul Department exclusively at his own costs and expenses and shall produce the same at the time of Registration of the Sale Deed(s).

(7) THAT the property hereby agreed to be developed 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.

(8) THAT on receipt of the balance consideration and possession of the chosen Apartments from the Developer, the Owner shall deliver the actual physical

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possession of the property hereby agreed to be developed 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. That Developer shall also save harmless and indemnify and keep indemnified Owner against any claim that may be made by any one against Owner on account of Development work carried out the on the abovesaid property. That the Developers shall be solely responsible for payment of tax under the Goods & Service Tax, Development Tax, Betterment Tax, Turnover Tax or any other legitimate taxes, cess, levies, that may be liable to be paid on account of the transaction countenanced by this Agreement

(9) THAT it is clearly understood and agreed by the Owner that pending Registration of the Sale Deed(s) the Developer intends to develop the said property into a Residential Estate by constructing a Multistoreyed Building thereon 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 the Nagpur Improvement Trust/Nagpur Municipal Corporation/Nazul Department for securing sanction to such plans. He 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/Nazul Department in the name of the Owner who in his turn agrees to return back to the Developer such sums as may be refunded to him by such local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation.

(10) THAT it is clearly understood and agreed by the Owner that he shall deliver a vacant and peaceful possession of the aforesaid property to the Developer or its nominee(s).

(11) THAT the Owner shall in no way obstruct or interfere in the building construction activities as may be undertaken by the Developer after getting the Plans sanctioned from the Nagpur Improvement Trust/Nagpur Municipal Corporation/Nazul Department. However the Owner shall have every right to enter into the said Premises and to inspect the construction and quality of materials to be used in the Apartments chosen to be retained by him.

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

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(13) THAT the Developer shall have full liberty to advertise for the sale of the proposed Built-up spaces (excluding the Apartments chosen to be retained by the Owner) Togetherwith the Undivided proportionate share and interest in the said Plot of land to the intending buyers and it shall also have absolute right, power and authority to receive all money from such buyers being the agreed sale price therefor and to retain and appropriate the same in it's absolute discretion. The Owner shall not be entitled to share any part of the same, nor shall he question the accountability thereof in any manner whatsoever.

(14) 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 his 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.

(15) THAT the Owner does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land 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/Nazul Department 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 Apartments chosen to be retained by the Owner and without any reduction in carpet area) in the proposed building alongwith the Undivided proportionate share and interest in the said land to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(16) THAT the Owner shall on receipt of the balance consideration 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 land in favour of the respective individual buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefor and he shall also get the same duly registered in accordance with the law in force at cost of developers and/or intending buyers.

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(17) THAT the draft Sale Deed(s) or any other documents necessary to complete the transfer of the property hereby agreed to be developed 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.

(18) 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.

(19) 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 and all other kinds of documents on his behalf and also to carry out and observe all the obligations on his part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to developed and this power will not be withdrawn or revoked by the Owner until the transaction 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 for and on behalf of the Owner unless it confirms from Owner that he has already received the balance sale consideration and possession of the chosen Apartments from the Developer.

(20) THAT in case of Owner fails or neglects to fulfill and observe all or any of the obligations on his 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 it's favour or in favour of it's nominee(s), being the prospective buyers.

(21) THAT in the like manner if the Developer fails or neglects to fulfill and observe all or any of the obligations on its part as hereinabove contained or

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otherwise required by law, then in such event the Owner shall be fully entitled to claim the liquidated damages from the Developer by instituting legal proceedings in the Court of Law. The Developer hereby undertakes to indemnify the Owner against all claims, suits, litigation, damages, accident on site etc. arising out of this transaction of Development and Sale. The Developer shall construct the proposed Multistoreyed Building strictly as per the Plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation/Nazul Department and shall not deviate from the same. The Developer shall always indemnify the Owner against any claims, litigation both Civil and Criminal, Penalties, Damages etc., if any, arising out of the transaction of sale of Apartments between the Developer and the Prospective Buyers and for any deviation in the sanctioned plan.

(22) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owner is merely in the nature of a LICENSE 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.

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

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

(25) THAT all disputes arising out of this Agreement or regarding any matter connected with this Agreement shall be settled by negotiations. If no settlement can be arrived at as a result of these negotiations the dispute shall be referred to the Arbitration of Two 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 and Conciliation Act, 1996 as modified from time to time and in force shall apply to such Arbitration.

(26) THAT the Developer shall start the construction of the proposed building within 2 (TWO) Months from the date of sanction of Plans from the Nagpur Improvement Trust/Nagpur Municipal Corporation/Nazul Department.

(27) 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 land in favour of each such individual

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prospective buyers in all relevant records. That the entire cost for the said mutat
work will be borne and be paid by prospective buyers.

(28) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connection and meters in the proposed building.

(29) THAT the Developer also agrees to pay GST, 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 therefor and shall always keep the Owner indemnified against the same.

(30) The Developer shall be entitled to use the entire FSI to the maximum /fullest potential of the said Plot as permissible under the Law inter alia, permissible TDR, FSI permissible on payment of costs under the prescribed rules, Fungible FSI /TDR or any other additional benefits which may be available as on date and till the handing over the possession of the apartment to the prospective purchaser.

(31) THAT the Owner shall not have any objection of any kind whatsoever for using and consuming the T D R by the Developer on the proposed Multistoreyed Building over and above the permissible F S I, as on completion of the scheme and handing over the possession of the apartment to the prospective purcahser.

(32) The parties hereto further agreed that either of the parties i.e. Party of the First and the Second Part, shall have a right of specific performance to execute the agreed terms of this Agreement against the defaulting party.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL THAT Piece and Parcel of land beanng Nazul Leasehold Plot No. 129 in Dharampeth Expansion Scheme containing by admeasurement 7400 Sq. Ft. (OR 687.46 Sq. Mtrs.) (As per City Survey Records the area is 742.9 Sq. Mtrs.), beanng Corporation House No. 156, City Survey No. 394 and Sheet No. 33 of Mouza - AMBAZARI, situate at Pandit Taranekar Lane, Near Zenith Hospital, Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR and bounded as under :-

ON THE EAST - 9' ROAD.

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ON THE WEST	-	9' ROAD.
ON THE NORTH	-	CONSERVANCY LANE.
ON THE SOUTH	-	PLOT NO. 125.

IN WITNESS WHEREOF the OWNER and the DEVELOPER hereinabovenamed have hereto set their respective hands and signed this DEED OF AGREEMENT OF DEVELOPMENT AND SALE at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Prepared by: Adv-Iclerte

WITNESSES :



(1)





S. N. Mitra

(SUDHINDRA NATH MITRA)

OWNER



(2)



FOR M/s. SHREE HOME MAKERS



S. Naik

(MRS. SWATI ASHUTOSH NAIK)

Proprietress

DEVELOPER

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CHALLAN
MTR Form Number-6

	BARCODE	Date 29/07/2019-17:07:35	Form ID

Department

Type of Payment Deficit stamp duty brought for Adjd IGR Roll

Office Name

Location

Year

Account Head Details	Amount In Rs.
	2018275.00
Total	2018275.00

Payer Details

TAX ID (If Any)	
PAN No.(If Applicable)	
Full Name	SHREE HOME MAKERS THROUGH PROP MRS SWATI A NAIK
Flat/Block No.	
Premises/Building	
Road/Street	
Area/Locality	
Town/City/District	
PIN	
Remarks (If Any)	ADJUDICATION CASE NO. 113/2019
Amount In Words	Twenty Lakh Eighteen Thousand Two Hundred Seventy Five Rupees Only

₹ 2018275.00

Payment Details	BANK OF INDIA
Cheque/DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02202292019072906343	85589891
Bank Date	RBI Date	29/07/2019 17:08:04	Not Verified with RBI
Bank-Branch		BANK OF INDIA	
Scroll No. , Date		120 , 30/07/2019	

Department ID Mobile No. 9822697172

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

Challan Defacement Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		00074730/98201920	30/07/2019-18:03:06	IGR27	2018275.00
			Total Defacement Amount		2018,275.00

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Page 1/1

Print Date 30-07-2019 06:06:08

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CHALLAN

MTR Form Number-6

GRN	BARCODE	Date	Form ID
[illegible]		29/07/2019-17:02:50	

Department	Inspector General Of Registration
	Non-Judicial Stamps
Type of Payment	Duty on doc Voluntarily brought for Adjud IGR RoM
Office Name	NGP1 JT DISTRICT REGI NAGPUR URBAN
Location	NAGPUR
Year	2019-2020 One Time

Account Head Details	Amount In Rs.
0030051701 Amount of Tax	2500000.00
Total	25,00,000.00

Payer Details

TAX ID (If Any)	
PAN No.(If Applicable)	
Full Name	SHREE HOME MAKERS THROUGH PROP MRS SWATI A NAIK
Flat/Block No.	
Premises/Building	
Road/Street	
Area/Locality	
Town/City/District	
PIN	
Remarks (If Any)	ADJUDICATION CASE NO. 113/2019
Amount In Words	Twenty Five Lakh Rupees Only

₹2500000.00

Payment Details	BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02202292019072906324	85589251
Bank Date	RBI Date	29/07/2019-17:03:20	Not Verified with RBI
Bank-Branch		BANK OF INDIA	
Scroll No. , Date		120 , 30/07/2019	

Mobile No. : 9822697172

Department ID

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

दस्त नोंदणी करण्या करिता दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		0002402853701920	30/07/2019-11:59:34	IGR377	25,00,000.00
			Total Defacement Amount		25,00,000.00

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Print Date 30-07-2019 11:59:39

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सह जिल्हा निबंधक, वर्ग-१ (उच्च श्रेणी) तथा मुद्रांक जिल्हाधिकारी, नागपूर शहर यांचे कार्यालय.
नवीन प्रशासकीय इमारत क्र.२, ए-विंग, तिसरा माळा, सिव्हील लाईन्स, नागपूर-०१

दूरध्वनी क्रमांक ०७१२-२५३८५८० e-mail ID- jdr.nagpurcity@igrmaharashtra.gov.in

आ.क.का.७/अभि.प्र.क्र.११३/१९/२०१९ 2063

दि.24 /०७/२०१९.

अभिनिर्णय प्रकरण क्र. ११३/२०१९

अभिनिर्णय

****

विषय:- महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३१ खाली अभिनिर्णित करणेबाबत.

संदर्भ :- आपला दिनांक ०४/०७/२०१९ रोजीचा अभिनिर्णय मिळण्याबाबतचा अर्ज.

आपण विषयांकीत अर्जासोबत दाखल दस्ताचे प्रारुप / निष्पादित न केलेला दस्त, त्यासोबत दाखल केलेले पुरक कागदपत्रे व आपले म्हणणे याचे आधारे या प्रकरणात खालील प्रमाणे अभिनिर्णय कळविण्यात येत आहे.

अभिनिर्णय :-

अभिनिर्णयार्थकरिता या कार्यालयाकडे दाखल केलेले कागदपत्रे, पुरावे व दस्ताचा प्रारुप /निष्पादित केलेला मूळ दस्त हा महाराष्ट्र मुद्रांक अधिनियम १९५८ चे अनुसूची-१ चे अनुच्छेद-५(ग-अ) यात मोडतो.

सदरच्या संलेखातील मालमत्ता ही मौजा-अंबाझरी, तह. नागपूर शहर , जि. नागपूर, नगर भुमापन क्र.३१४, शिट नं. ३३, वार्ड नं.७३, मनपा घर क्र.१५६, येथील धरमपेठ विस्तार स्किम मधील प्लॉट क्र.१२९ हा असून, खुली जागा एकुण क्षेत्रफळ ६८७.४६ चौ.मी. (७४०० चौ.फु.) (नगर भुमापन अभिलेखानुसार ७४२.९ चौ.मी.) इतके आहे.

सदर प्रकरणी दाखल दस्त हा विकसन करारनाम्याचा आहे. त्यातील मिळकतीचे योग्य मुल्यांकन करुन मिळणेबाबत अर्जदार यांनी विनंती केलेली आहे.

या कार्यालयाने सन-२०१७-१८/२०१८-१९ चे बाजारमुल्य दर तक्त्यातील दर / अंमलबजावणी सूचना गृहीत धरुन उक्त मिळकतीचे मूल्य रुपये ३,८१,६६,४८७/- निश्चित केलेले आहे.

सदर संलेखान्वये लिहुण देणार हे लिहुण घेणार यांना त्यांचे मालकीच्या उक्त जागेचा विकास करण्याचे अधिकार देत असून, त्यामोबदल्यात विकासक हे जागा मालक यांना रु.६,२८,००,०००/- रोखीने प्रदान करीता आहे व उक्त मिळकतीवर बांधण्यात येणाऱ्या इमारतीमधील पाचव्या माळ्यावरील प्रत्येकी १६२.५७८ चौ.मी. क्षेत्राच्या दोन सदनिका व २ कार पार्कीग जागा मालक यांना देणार आहेत. सन २०१७-१८/२०१८-१९/२०१९-२० चे बाजारमुल्य दर तक्त्यानुसार सदर सदनिकांचे मूल्य रु.७८,६८,७७५/- इतके व कार पार्कीग चे मूल्य रु.३,६५,५००/- इतके येते. परंतु दस्तात सदर वरील दोन सदनिकेचे मूल्य रु.२,७२,००,०००/- इतके नमूद केले असल्याने विकासक यांचेकडून जागा मालक यांना देण्यात येणारा एकुण मोबदला (सदनिकेचा मोबदला २,७२,००,०००+ कार पार्कीग मूल्य ३,६५,५००+ रोख रक्कम रु.६,२८,००,००० = ९,०३,६५,५००/-) रु.९,०३,६५,५००/- इतका होतो.

त्यानुसार सदरचा संलेखामध्ये मोबदला रक्कम रुपये ९,००,००,०००/- इतका असल्याचे दिसून येते. म्हणून महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम २(na) अन्वये उक्त मिळकतीचे बाजारमुल्य रु.९,०३,६५,५००/- इतके निश्चित करण्यात येत आहे.

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वरील प्रमाणे स्थावर मालमत्तेचे निश्चित केलेले बाजारमुल्य रुपये ९,०३,६५,५००/- एवढया मुल्यावर महाराष्ट्र मुद्रांक अधिनियम १९५८ अनुच्छेद-५(ग-अ) [धारा-२५(ब)(१)] मध्ये मोडत असल्याने त्यास ५% प्रमाणे रुपये ४५,१८,२७५/- चा मुद्रांक शुल्क देय आहे. मूळ संलेखास रु.निरंक चे मुद्रांक शुल्क दिलेला असल्याने आता अभिनिर्णयाकरिता दाखल विकसन करारनाम्याच्या संलेखास रु.४५,१८,२७५/- चा मुद्रांक शुल्क देय ठरतो. सबब, अभिनिर्णय देण्यात येत आहे.

१) हा निर्णय महाराष्ट्र मुद्रांक अधिनियम-१९५८ चे कलम-५३ (अ) खालील तरतुदीचे अधिन राहून देण्यात येत आहे.

२) महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम २८ मध्ये नमूद केल्याप्रमाणे मुद्रांक शुल्क/मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्ण पुर्ण व खरेपणाने नमूद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करुन दिली आहे. कलम २८ चे तरतुद संबधी अर्जदार यांनी अनुपालन न केल्यास कलम ६२ अन्वये शास्तीची कार्यवाही करणेचे अधिन राहून आदेश देण्यात येत आहे.

३) कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ४६ व महाराष्ट्र जमिन महसुल-संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे अधिन राहून आदेश देण्यात येत आहे.

४) उपरोक्त आदेश मान्य नसल्यास आदेश मिळाल्याचे दिनांकापासुन ६० दिवसांमध्ये रक्कम रु.३००/- भरुन मा. नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक, नागपूर विभाग, नागपूर यांचेकडे महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३३(ब) अन्वये अपिल दाखल करता येईल.

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

मुद्रांक जिल्हाधिकारी,
नागपूर शहर.

प्रति.

मेसर्स श्री होम मेकर्स
तर्फे प्रोप्रा श्रीमती स्वाती अशुतोष नाईक,
पत्ता- नागपूर

सह दुय्यम निबंधक, वर्ग-२, नागपूर शहर ★ JOINT SUB-REGISTRAR CLASS-II ★ SEAL OF OFFICE

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394 न. मु. भा. २. न. O. T. B. 20 m.

मोजा — आळंदी आळंदी पत्रिका

भूमापन क्रमांक	क्षेत्र	भूमापन पोटहिस्सा	आकारणी पडती
३९४	०४२·९	—	भाडपाच्या रकमेचा तपशील व ही पुनरीक्षणात केला गेला आहे.

(८८-ब) 21-3-64

भूमिनिधारक

गाव नमुना नं. १२ (जमाबंदी)

शेतसारा मूळ (जमाबंदी आयुक्तांचे)

२१·८०

२६६·०० 39-3-2007

धारक — श्री गोविंदनाथ अतींद्रनाथ मित्र

दिनांक	आकार	दोषी असल्यास त्याचे नाव व कलम	सवलत आकार (आ) पट्टेदार (इ) इतर आकार (आ)	शेरा
28/6/67				

मा. जमाबंदी आयुक्त आणि संचालक भूमी अभिलेख पुणे

अन्वये पत्रक क्र./मा. भू. १/वि. क. 'अहरी नॉंद'

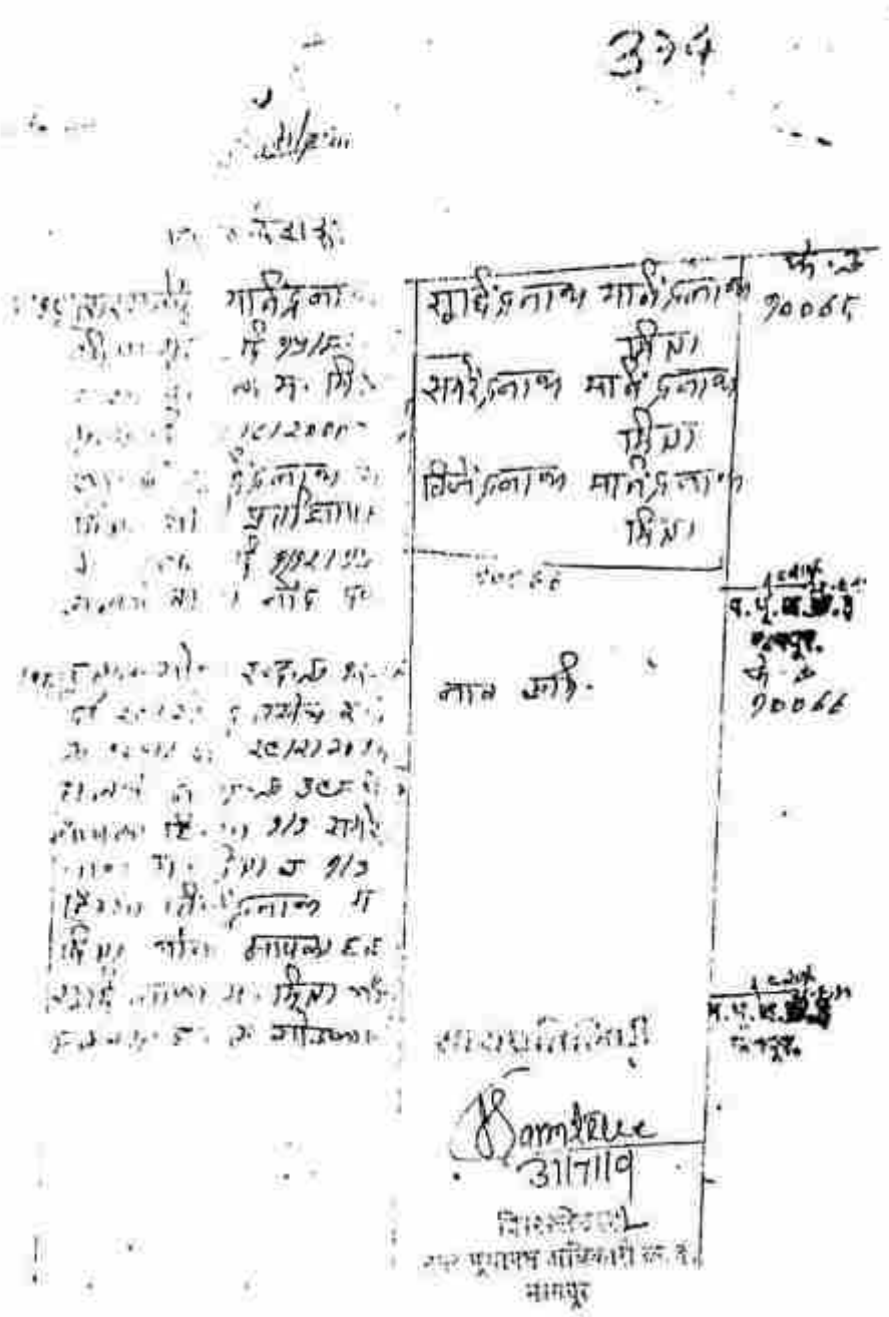
/21 १५ अन्वये दि. ८२/१५ जानेवार शिक्षण-दक्षिणेचे अंकी

क्षेत्र ०.५२·६ चौ. मीटर अहरी आणि २ ...न.भू.क्र.३ नागपूर.

दोषारोप पत्रक पाणी, झाले

नागपूर - ४	
4326	2099
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PERMANENT ACCOUNT NUMBER

ABVPM6447M



नाम /NAME

SUDHINDRA NATH MITRA

पिता का नाम /FATHER'S NAME

MANINDAR NATH MITRA

जन्म तिथि /DATE OF BIRTH

01-07-1934

हस्ताक्षर /SIGNATURE

S.N. Mitra

आयकर आयुक्त, विदर्भ

COMMISSIONER OF INCOME-TAX, VIDARBH

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

SWATI ASHUTOSH NAIK

VILASRAO DHONDOPANT DESHMUKH

18/05/1975

Permanent Account Number

AFYPN6465P



Signature

आयकर विभाग

INCOME TAX DEPARTMENT

BINA SUDHINDRANATH MITRA

SUDHINDRANATH MITRA

25/09/1974

Permanent Account Number

BWPM4854H

भारत सरकार

GOVT. OF INDIA





स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAWPB8271C



नाम /NAME

VIVEK GAJANANRAO BAPORIKAR

पिता का नाम /FATHER'S NAME

GAJANANRAO RAMBHAU BAPORIKAR

जन्म तिथि /DATE OF BIRTH

16-06-1959

हस्ताक्षर /SIGNATURE

Baporikar

COMMISSIONER OF INCOME-TAX, VIDARBH

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CHALLAN

MTR Form Number-6

GRN	MH004751669201920I	BARCODE	Date	31/07/2019-18:46:20	Form ID

Department	Inspector General Of Registration	Payer Details	
	Registration Fee		
Type of Payment	Ordinary Collections IGR	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP4 JT NAGPUR NO 4 SUB REGISTRAR	Full Name	SHREE HOME MAKERS
Location	NAGPUR		
Year	2019-2020 One Time	Flat/Block No.	PLOT NO 129
		Premises/Building	
Account Head Details	Amount in Rs.	Road/Street	SHIVAJI NAGAR
0030063301 Amount of Tax	30000.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 1 0
		Remarks (If Any)	
		SecondPartyName-SUDHINDRANATH MITRA-	
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

DEFACED ₹ 30000.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572019073140514	IK0ADWSVK9
Cheque/DD No.		Bank Date	RBI Date	31/07/2019-18:24:48	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
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9822697172

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(03)-267-5327	0002402013201920	01/08/2019-11:44:48	IGR386	30000.00
			Total Defacement Amount		30,000.00

Print Date 01/08/2019 11:44:48

4321 2099

26 32

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Document Handling Charges

Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0108201900270	**Receipt Date**	01/08/2019

Received from Shree Home Makers, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 5327 dated 01/08/2019 at the Sub Registrar office Joint S.R. Nagpur 4 of the District Nagpur.

DEFACED
₹ 600
DEFACED

Payment Details

Bank Name	BKID	**Payment Date**	01/08/2019
Bank CIN	10004152019080100225	**REF No.**	85716697
Deface No	0108201900270D	**Deface Date**	01/08/2019

This is computer generated receipt, hence no signature is required.

नगन-४
5326 / 2019
2C / 32

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(... भाग - २)

दस्त गोषवारा भाग-1

नगन4	39/32
दस्त क्रमांक: 5327/2019	

दस्त क्रमांक: नगन4 /5327/2019

बाजार मुल्य: रु. 9,03,65,500/- मोबदला: रु. 9,00,00,000/-

भरलेले मुद्रांक शुल्क: रु 45,18,275/-

दु. नि. सह. दु. नि. नगन4 यांचे कार्यालयात

अ. क्र. 5327 वर दि.01-08-2019

रोजी 11:42 म.पु. वा. हजर केला.

पावती:6537 पावती दिनांक: 01/08/2019

सादरकरणाराचे नाव: श्री होम मेकर्स तर्फे प्रोप्रा. स्वाती अशुतोष नाईक

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 640.00
पृष्ठांची संख्या: 32	
एकुण:	30640.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४

सह दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र. ४

दस्ताचा प्रकार: विकसनकरारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानिक अमलेन्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-पट (दोन) मध्ये समुद्र न फिलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 01 / 08 / 2019 11 : 42 : 26 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 01 / 08 / 2019 11 : 44 : 49 AM ची वेळ: (फी)

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.4

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