

266/6813

गावती

Original/Duplicate

Monday, December 13, 2021

नोंदणी क्र.: 39M

1:09 PM

Regn.: 39M

गावती क्र.: 10672 दिनांक: 13/12/2021

गावाचे नाव: मानेवाडा

दस्तऐवजाचा अनुक्रमांक: नमन3-6813-2021

दस्तऐवजाचा प्रकार: डेव्हलपमेंट अॅग्रीमेंट

मादर करणाऱ्याचे नाव: एवरेस्ट बिल्डर्स तर्फे भागीदार श्री युसुफभाई नजमुद्दीन कोषवाला

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 600.00

पृष्ठांची संख्या: 30

एकूण:

रु. 30600.00

DELIVERED

आपणास घळ दस्त, धबनेल प्रिंट, सूची-२ अंदाजे

1:29 PM ह्या वेळेस मिळेल,

NGR-2
 - दस्त निबंधक, ३
 गावती क्र. 3

बाजार मूल्य: रु. 8298000/-

मोबदला रु. 8850000/-

भरलेले मुद्रांक शुल्क: रु. 994500/-

1) देयकाचा प्रकार: DHC रकम: रु. 800/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 1112202101798 दिनांक: 13/12/2021

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH009987356202122E दिनांक: 13/12/2021

बँकेचे नाव व पत्ता:

NGR-2
 - दस्त निबंधक, ३



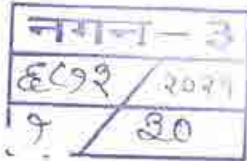
CHALLAN
MTR Form Number-6



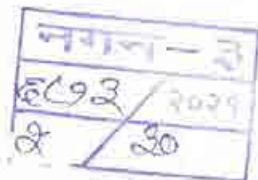
GRN	MH009987356202122E	BARCODE	Date		11/12/2021-11:53:18	Form ID	25.2
Department				Inspector General Of Registration			
Stamp Duty				Payer Details			
Type of Payment				Registration Fee			
TAX ID / TAN (if Any)							
PAN No.(if Applicable)				AAGFE2756H			
Office Name				NGP3_JT NAGPUR NO 3 SUB REGISTRAR			
Location				NAGPUR			
Year				2021-2022 One Time			
Full Name				EVEREST BUILDERS			
Flat/Block No.				PLOT NO 22 AND 23			
Premises/Building							
Account Head Details				Amount In Rs.			
0030046401 Stamp Duty				994500.00			
0030063301 Registration Fee				30000.00			
Road/Street				MOUZA-MANEWADA			
Area/Locality				NAGPUR			
Town/City/District							
PIN				4 4 0 0 2 7			
Remarks (if Any)							
PAN2=ACUPP8528J-SecondPartyName=PRAKASH				WAMANRAO			
PAPADKAR~							
Amount In				Ten Lakh Twenty Four Thousand Five Hundred Rupees			
Words				Only			
Total				10,24,500.00			
Payment Details				FOR USE IN RECEIVING BANK			
UNION BANK OF INDIA							
Cheque-DD Details							
Bank CIN				Ref. No.			
02901792021121117481				507225494			
Cheque/DD No.				Bank Date			
				RBI Date			
11/12/2021-11:54:01				Not Verified with RBI			
Name of Bank				Bank-Branch			
UNION 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. : 9922802852
संदर्भ चालन केवल दुर्यम निबंधक कार्यालयों नोदणी करावयाच्या दस्तावेजासाठी लागू आहे. नोदणी न करावयाच्या दस्तावेजासाठी संदर्भ चालन लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1112202101798	Date 11/12/2021
Received from EVEREST BUILDERS, 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 3 of the District Nagpur.	
Payment Details	
Bank Name UBIN	Date 11/12/2021
Bank CIN 10004152021121101301	REF No. 534663622
This is computer generated receipt, hence no signature is required.	



BEFORE THE SUB-REGISTRAR OFFICE, NAGPUR
AGREEMENT OF DEVELOPMENT

Market Value Rs.82,98,000/-
Valued at Rs.88,50,000/-
Mouza- Manewada,
City Survey No.275, Sheet No.18 & 10

This **AGREEMENT OF DEVELOPMENT** is made and executed on 13th day of December 2021: By

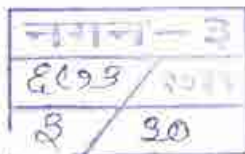
SHRI. PRAKASH S/O WAMANRAO PAPADKAR, aged about 55 years, Occupation - Service/Business, R/o- Plot No.189, "Papadkar Bhawan", Near Shiv Mandir, Ram Nagar, Nagpur - 440010, hereinafter referred to as **"THE OWNER"**, which expression whereas it appears in this deed hereinafter shall, unless repugnant to the context or meaning thereof, shall always mean and include the said Owner, his heirs, successors, legal representatives, administrators, agents, permitted assignees or any other person or institution claiming for or through his all assignees or through his all of **THE FIRST PART : [PAN : ACUPP 8528 J, AADHAR NO. 7463-2893-2632], Mobile No.9822231528**

IN FAVOUR OF

EVEREST BUILDERS, A Partnership Firm having its office at Plot No. 12, Shriram Nagar, Chikhali Layout, Ring Road, Nagpur-440024 acting through its Authorized Partners **(1) SHRI RAHUL LAHUJI DESHMUKH**, aged about 40 years, Occupation : Business, **[PAN : AKSPD 0095N, AADHAR NO.8967-8864-0751, Mobile No.9373010558]**, R/o 12, Shriram Nagar, Ring Road, Nagpur-440024 and **(2) SHRI YUSUFBHAI KANCHWALA**, aged about 40 years, Occupation-Business, **[PAN : AKFPK 9393K, AADHAR NO.5240-8332-9836, Mobile No.9922802852]**, R/o Itwari, Nagpur-440002, 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 said Partnership concern, its legal representatives, administrators, nominees, agents, assignees or any other person claiming for or through its of **THE SECOND PART :**

WHEREAS, the Owner above named are sufficiently entitled to the Plots and are exclusive and joint and absolute Owner and in possession of property, which are more particularly described in the Schedule of Property hereunder written (hereinafter referred to as the "said property").

WHEREAS, originally land bearing Plot No. 22, admeasuring 1762.50 Sq. Ft. and Plot No. 23, admeasuring 1625.00 Sq. Ft. of Mouza Manewada had purchased by Shri Prakash Wamanrao Papadkar from Smt. Usha Ambadas Patil by virtue of Sale Deed dated



18.08.1986, which is duly registered with the Sub-Registrar Office, Nagpur-2, in Book. No.1 at Sr. No. 2042. It is submitted that, name of Shri. Prakash Wamanrao Papadkar has been duly mutated in the record of rights.

WHEREAS, thereafter, the said Plot No. 22 and 23 comes under the 1900 layouts and on application of the owner, the Nagpur Improvement Trust, Nagpur on receipt of the regularization and development charges, regularized the said Plot of land under the provisions of the Maharashtra Gunthewari Development (Regularization, Up gradation and Control) Act, 2001 vide its Permit No. 1064 Case No. 201512076 & 201512077 dated 17.12.2015 and thereby the NIT has regularized plot area admeasuring 140.0530 Sq. Mtrs. and 128.4020 Sq. Mtrs. respectively.

WHEREAS, thus by virtue of aforesaid, the Party of the First Part become joint Owner of the said property. It is submitted that the present Owner here-in-above being interested in putting the said entire property for more beneficial use so as to get substantial return from this property have decided to develop the said properties by constructing multifamily family dwelling units over the said plots of land.

WHEREAS, it is submitted that, Owner is not aware about the construction and development work, therefore, he has decided to entrust the development work to the present Developer for construction of multistoried buildings over the said entire plots of land as per sanctioned building plan by virtue of present deed and also he has given full authority to the Developer to sell the said land along with construction thereon to the prospective buyer and utilize the sale proceeds thereof for the best interest, AND;

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

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS :-

1. THAT, it is agreed that the Developer shall develop the said entire land/Plot owned by the Owner, more particularly described in Schedule of Property hereunder written into a building/complex in accordance with the proposed sanctioned building plan subject to such variation and modifications as the Developer may requires and think proper under the circumstances and may be approved by the Building Engineer of NIT/NMC/NMRDA and/or any other competent authority as prescribed by the provisions of law.



2. THAT, the Developer has agreed to undertake the entire construction of the Residential Complex on the said piece of land/Plots in accordance with the plan as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation 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 intending buyers for the Apartments/Flats in the proposed building to be constructed there on and it shall be entitled to make construction of the respective Apartments and shops 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 Owner having permitted and allowed the Developer to develop the said property into a Residential Estate as herein above stated by demolishing the old construction and to utilize the entire F.S.I. as may be permissible at present and future in relation to the said plot of land, Further Owners hereby permitted to the Developer to develop said plot by amalgamating other adjoining plots as per their desire and their requirements by loading all types of TDR. That the Developer agrees with the Owner as follows:
- a. That the Owner having allowed the Developer to develop the said plot of land in to residential estate in accordance with the proposed sanction building plan, the Developer will agreed to paid total amount of **Rs.88,50,000/- (Rupees Eighty Eight Lacs Fifty Thousand Only)** as the manner described in Manner of Payment.

MANNER OF PAYMENT**1st Installment**

Date Agreed to be paid	Total Consideration Amount	Amount Paid to the Owner after deduction of TDS	TDS
09.12.2021	Rs.26,55,000/-	Rs.23,89,500/- through Ch.No.000252	Rs.2,65,500/-

2nd Installment

Date Agreed to be paid	Total Consideration Amount	Amount Paid to the Owner after deduction of TDS	TDS
25.06.2022	Rs.19,47,000/-	Rs.17,52,300/- through Ch.No.000253	Rs.1,94,700/-



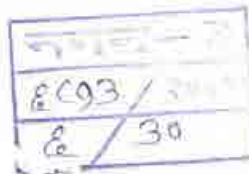
3rd Installment

Date Agreed to be paid	Total Consideration Amount	Amount Paid to the Owner after deduction of TDS	TDS
25.12.2022	Rs.19,47,000/-	Rs.17,52,300/- through Ch.No.000254	Rs.1,94,700/-

4th Installment

Date Agreed to be paid	Total Consideration Amount	Amount Paid to the Owner after deduction of TDS	TDS
25.05.2023	Rs.23,01,000/-	Rs.20,70,900/- Through Ch. No.000255	Rs.2,30,100/-
Total	Rs.88,50,000/-	Rs.79,65,000/-	Rs.8,85,000/-

- On default of payment as agreed above in Manner of Payment, the Developer is hereby agreed to pay said amount (i.e. amount which is not paid on stipulated date) within a period of three Month i.e. extension period from the respective payment dates along with 18% interest pa to the respective Owner as agreed in the Manner of Payment and if the Developer failed to Pay said amount with interest within extended time period as agreed above then the Owner is free to file Civil Suit or initiate legal proceeding against the Developer regarding recover of an said amount only which is entirely at the cost of the Developer which is subject to situation/circumstances which is beyond control of the Parties.
- b. The Developer shall be free to recover the amount of land agreed to the sell as stated herein above directly from the prospective purchaser/s in whatever amount and in whatever manner, they deems fit and proper.
- c. THAT, the Developer shall bear and pay all costs, charges for preparation of the plans including the Architects fee and other incidental expenses. Similarly the Developer agrees to pay all the Corporation Taxes, levied on the said plot from the date of this agreement or from the date of possession of the said land/plots whichever is earlier.
- d. THAT, the Developer shall appoint it's own Architect, Engineer and/or Supervisor for the purpose of the aforesaid construction works and the Owner shall not interfere or obstruct the Developer in any manner whatsoever in this behalf.
- 4. The Owner is going to executed registered General irrevocable Power of Attorney on the same day in favour of the Developer and its Partners to do all acts, deed and things in respect of the Development of the said plot and to sell the premises to be constructed on the said plot along with proportionate undivided share in land to the prospective Purchasers and to receive



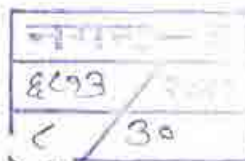
consideration, execute Agreement to Sell, sale deed, transfer deed, Deed of Declaration etc and for execution of all necessary documents in respect of the said scheme.

5. The Developer will prepare a plan for proposed construction of the plot which will be submitted to the concerned authority for sanction in the name of and under the signatures of the Owner who will fully extend the necessary help and co-operation in getting the same sanctioned from concerned authority and the Developer has/have full right to start construction and development work of said plots.
6. THAT, on completion of the construction, the Owner shall execute the Sale Deed (s) of variable proportionate undivided shares of land or shall execute under the Maharashtra Apartments Ownership Act, 1970 of each Family units pertaining to each of prospective purchaser/s along with Developer being confirming party and during construction work, the Developer having right to execute agreement to Sale in respect of individual flats in favour of the prospective buyers.
7. THAT, all the taxes, Development charges, Society dues, Corporation charges, charges of NIT cesses, State Govt. M.S.E.B or any other authority or Department in respect of the said plot have paid up to date. All the taxes and dues over the said property till the date of this Agreement shall be paid by the Owner and there after the same shall be borne and paid by the Developer or prospective purchaser/s of /Apartments/family units etc. However if any arrears shall be found or noticed at any time in future in that event either Owner shall pay the same to the concerned authority or it will be paid by the Developer and shall be reimbursed or adjusted in the payment to be paid to the Owner by the Developer.
8. The Owner hereby authorized the Developer to select the prospective purchaser/s and also permit and authorized the Developer to receive the consideration or any part thereof, proportionate variable undivided share of land, to enter in to an agreement and accept booking of Apartments/Family Units and accept advances from the prospective buyers.
9. It is explicitly made clear that the Owner shall not claim or share in the profit that will accrue to the Developer in execution of the said scheme and have no right to call for the accounts of the construction work and the sale proceeds of the Apartments/Family Units.
10. THAT, the Owner hereby convey that the plot is free from all encumbrances, claims, liens, demands, taxes, no-agricultural



assessment etc and they have got absolute power and authority to dispose of the said plot. It is further made clear that the said plots are neither mortgaged nor the Owner has entered in to any agreement for Sale/Development. In case the prospective purchaser/s and/or the Developer find anything wrong with the title or other things related to the said plots, the Owner shall be fully responsible to make good of all such losses or damages suffered and expenses incurred by the Developer or the prospective Purchasers. The Owner also assures on reasonable time and on demand to deliver or produce for inspection and perusal of the Developer or his/their legal advisers, all the necessary original title deeds and papers relating to the said plot and also agreed to provide all original title deeds in respect of the subject properties to the Developer.

11. That, the Owner has given expressed permission to the Developer to affix its boards free of cost and also to advertise the scheme in news paper or periodicals at the cost and risk of the Developer for which the Owner shall not raise any objection at any time.
12. THAT, all the expenses, deposits required to be made and any other charges for obtaining water, drainage, electricity connection to the plot shall be borne by the Developer but the Owner shall sign all the necessary papers required to be signed in this connection and shall co-operated the Developer to obtain the connections.
13. That, the Developer through their power of attorney holder agrees to execute Agreement to sell and sale deed of the variable undivided proportionate share in land in favour of prospective purchasers together with the respective apartment of the prospective purchasers and to execute any tripartite agreement, documents or other writing as may be considered necessary to convey and transfer all apartments in the said apartment building which shall be owned by the Developer or its nominees or incorporate body, at the cost and expenditure of the Developer or it's prospective purchaser/s.
14. THAT, the plot hereby agreed to be develop shall be taken to be correctly described in the schedule here under written and if any miss-statement, error or omission shall be discovered the same shall not annul this Agreement nor shall any compensation be allowed in respect thereof but the same such misstatement, error or omission will always be subject to correction by the Parties hereto.
15. The said scheme shall under control and in supervision of the Developer. It is understood that the Owner shall liable and responsible for damages losses, liabilities, etc, if the Owner



interfere or obstruct by any means or acts through them/him or by any other agency till hand over the said scheme of apartment to the prospective purchasers. If during construction work of the subject scheme if any labour will injure or death due to any accident then in that circumstances the Developer is solely responsible for the same and the Owner is not responsible under this circumstances. That the Developer is hereby agreed not employ any child labour over the Site of the said proposed Scheme. That the Developer agreed to get insured site and all labour who will be employed by them over subject site or engage contractor for the same.

16. That if the said plot comes under any acquisition or litigation from any authority or person the Owner will refund the amount/ consideration along with interest and damages to the Developer.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land bearing Plot Nos. 22 and 23 admeasuring 140.0530 Sq. Mtr. and 128.4020 Sq. Mtrs. as per Regularization Letter of the NIT being a part and portion of the entire land bearing Khasra No.35 of MOUZA-MANEWADA, P.H. No.39, Ward No. 14, City Survey No. 275, Sheet No.18 & 10, together with all easementary rights appurtenant and belonging thereto situated within the limits of Nagpur Municipal Corporation Nagpur and the Nagpur Improvement Trust, Nagpur in Tahsil and Dist. Nagpur and the same is bounded as under:-

Towards East	:	30 Ft. Wide Road
Towards West	:	Plot No.21 & 24
Towards North	:	20 Ft. wide Road
Towards South	:	20 Ft. wide Road

Boundaries as per NIT Regularization Letter (Plot No. 22) :-

Towards East	:	9.14 Mtrs. Road
Towards West	:	Plot No.21
Towards North	:	Plot No.23
Towards South	:	9.14 Mtr. wide Road

Boundaries as per NIT Regularization Letter (Plot No. 23) :-

Towards East	:	Plot No.24
Towards West	:	9.14 Mtr. wide Road
Towards North	:	Plot No.22
Towards South	:	9.14 Mtr. wide Road

IN WITNESS WHEREOF the parties hereto have set their respective hands signed this **AGREEMENT OF DEVELOPMENT** on the date first above written in the presence of the attesting witness.



This Document is drafted as per the instructions of and information given by the parties hereto. In case any defect in title of the Parties is found, the Parties will be responsible for the same & not advocate and Sub-Registrar.

		 SHRI. PRAKASH S/O WAMANRAO PAPADKAR OWNER
		M/S EVEREST BUILDERS through their Authorized Partners  SHRI RAHUL LAHUJI DESHMUKH
		 SHRI YUSUFBHAI KANCHWALA DEVELOPER
WITNESSES: - The contents of this deed are read over and explained to the parties in our presences and the Parties have signed this Deed in our presences. The Parties say that the Deed is drafted as per their say and instructions.		
		1.  Rahul D. Pathi
		2.  Rohanay

नक्का - 3	2029
8093	30



धार्मिक चिह्न / PERMANENT ACCOUNT NUMBER
ACUPP8628J

नाम / NAME
PRAKASH WAMANRAO PAPADKAR

पिता का नाम / FATHER'S NAME
WAMANRAO UDAYBHAN PAPADKAR

जन्म तिथि / DATE OF BIRTH
26-05-1966

हस्ताक्षर / SIGNATURE
P.W. Papadkar

आयकर आयुक्त, विभाग
(COMMISSIONER OF INCOME TAX, VIGARSH)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card
AAGFE2765H

पति / Spouse
EVEREST BUILDERS

संलग्न / जॉइंट खाता
Date of Account Opening: 16/02/2011

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RAHUL LALU DESHMUKH
LAHUJI VENKATRAO DESHMUKH

27/10/1981

Permanent Account Number
AKSPD0095N

हस्ताक्षर / Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card
AKFPK9393K

पति / Spouse
YUSUF KAMUDDIN KANDHAWAL

पिता का नाम (Father's Name)
RAHIMUDDIN KAMUDDIN KANDHAWALA

जन्म तिथि / Date of Birth
16/07/1960

हस्ताक्षर / Signature

भारत सरकार
GOVERNMENT OF INDIA

युसुफ भाई मजमुदीन कान्धवाली
Yusuf Bhai Majumuddin Kandhawali

जन्म तिथि / DOB : 16-07-1980

पुरुष / MALE

Mobile No. 9922802852

5240 8332 9836

VID : 9130 0413 0434 6292

मेरा आधार, मेरी पहचान

भारत सरकार
GOVERNMENT OF INDIA

राहुल लालू देसमुख
Rahul Lalaji Deshmukh

जन्म तिथि / DOB : 27/10/1981

पुरुष / Male

8967 8864 0751

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Government of India

प्राहुल दंडोल पाहल
Prahlad Dandol Pathi

जन्म तिथि / DOB : 09/10/1980

पुरुष / MALE

6299 1211 3981

VID : 9193 4959 0483 8153

माझा आधार, माझी ओळख

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

पते :
प्लॉट नं. 23, रामेश्वरी रोड, नजद अरिफ, खिरना स्टोर्स, जोशम नगर, रांगोला, नागपूर, महाराष्ट्र - 440027

6299 1211 3981

VID : 9193 4959 0483 8153

नगरपालिका - ३
६९३/२०२१
२९/३०

