Receipt (pavti)

267/1617 **पावती** Original/Duplicate

Thursday,February 17 ,2022 नोंदणी क्रं. :39म

4:27 PM Regn.:39M

पावती क्रं.: 2101 दिनांक: 17/02/2022

गावाचे नाव: **अंबाझरी**

दस्तऐवजाचा अनुक्रमांक: **नगन4-1617-2022**

दस्तऐवजाचा प्रकार : **विकसनकरारनामा**

सादर करणाऱ्याचे नाव: **मेसर्स रघुकुल कंस्ट्रक्शन प्रा. लि. तर्फे संचालक श्री. दिलीप रघुनाथ भराडे , .**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 560.00
पृष्ठांची संख्या: 28	
एकूण:	रु. 30560.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:26 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४

बाजार मुल्य: रु.18665000 /-

मोबदला रु.20103000/-

भरलेले मुद्रांक शुल्क : रु. 1005200/-

1) देयकाचा प्रकार: DHC रक्कम: रु.560/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1702202209931 दिनांक: 17/02/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013236010202122M दिनांक: 17/02/2022
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH013236010202122M	BARCODE		Date	16/02/2022-20:41:46	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	MS RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	
		Premises/Building	
Road/Street	MOUZA AMBAZARI		
Area/Locality	NAGPUR		
Town/City/District			
PIN	4 4 0 0 1 0		

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	1005200.00
0030063301 Registration Fee	30000.00
Total	10,35,200.00

Remarks (If Any)

SecondPartyName=ANANTA DIGAMBAR DIWANJI~

Amount In Words: Ten Lakh Thirty Five Thousand Two Hundred Rupees O nly

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022021792507	CPABKOTXR3
Cheque/DD No.		Bank Date	RBI Date	16/02/2022-20:41:48	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 :

Mobile No. : 9028013287

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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Print Date 17-02-2022 10:50:45


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I9-2122-1469

AGREEMENT OF DEVELOPMENT

VALUED AT RS. 2,01,03,000.00 ONLY

MARKET VALUE RS. 1,86,65,000.00 ONLY

Zone/Item No. 23.365/32 Page 615 @ Rs. 41,100/- Per Sq. Mtrs. (ASR 2021-22)

THIS AGREEMENT OF DEVELOPMENT is made at NAGPUR on this 17th Day of FEBRUARY, 2022 BETWEEN **SHRI. ANANTA S/o LATE SHRI. DIGAMBAR DIWANJI, Aged 53 Years, Occupation – Business, PAN AALPD3159N & AADHAR UID 7516 9990 2093**, Resident of Plot No. 81, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR, hereafter called the OWNER, which expression shall, unless repugnant to the context or meaning thereof always mean and include the said OWNER as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, bearing Incorporation Certificate No. U45202MH2009PTC197303, having its registered Office at Bajaj Nagar, Nagpur, PAN AAECR5597C and represented through it's Authorised Director SHRI. DILIP S/o RAGHUNATH BHARADE, Aged about 57 Years, Occupation – Business, PAN ABNPB8017G & AADHAR UID 3190 4615 7588, Resident of Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR, hereinafter called the **DEVELOPER,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"COMPANY** and its **DIRECTORS",** as well as, its legal representatives, executors, administrators, liquidators, and assigns of OTHER PART.

WHEREAS the Owner named hereinabove own and possess the property comprising THE UNDIVIDED 1/3rd share and interest (i.e. 297.29 Sq. Mtrs.) in in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 81 in Civil Station Expansion Scheme, containing by admeasurement 891.870 Sq. Mtrs. (OR 9600 Sq. Ft.), being a portion of the entire land bearing Kh. No. 75 of MOUZA -AMBAZARI, TOGETHERWITH the existing Residential House standing thereon covering a total Built-up area of 510.96 Sq. Mtrs., including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 104, City Survey No. 501 and Sheet No. 32 of Mouza – Ambazari, situated at Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR and more particularly described schedule hereinunder written; AND

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WHEREAS ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 81 in Civil Station Expansion Scheme, containing by admeasurement 891.870 Sq. Mtrs. (OR 9600 Sq. Ft.), being a portion of the entire land bearing Kh. No. 75 of MOUZA -AMBAZARI, bearing Corporation House No. 104, City Survey No. 501 and Sheet No. 32 of Mouza – Ambazari, situated at Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR, Originally belonged to Shri. Gangadhar Telang, having acquired the same by him from the Nagpur Improvement Trust on Leasehold Rights for a term/period 30 Years by an Indenture of Lease Dated 18-09-1972, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 on Pages 43 to 45 at Sr. No. 1399(P) on 22-02-1979; AND

WHEREAS the said Shri. Gangadhar Telang later on constructed a Residential House on the said Nagpur Improvement Trust Leasehold Plot No. 81 covering a total Built-up area of 510.96 Sq. Mtrs. in accordance with the Plan duly sanctioned and approved by the Nagpur Municipal Corporation vide his Building Permit No. 19306/CS/1005 dated 18-06-1955, bearing Corporation House No. 104, City Survey No. 501 and Sheet No. 32 of Mouza – Ambazari; AND

WHEREAS consequent upon the death of the aforesaid Shri. Gangadhar Telang leaving behind him, the said Shri. Laxman Gangadhar Telang, Shri. Ramchandra Gangadhar Telang, Shri. Krishnanand Gangadhar Telang, Smt. Kusum Govardhan Sharma, Smt. Shardadevi Gajanan Telang, Shri. Ashok Kumar Gajanan Telang and Smt. Madhuri L.R. Telang, as his only legal heirs of the deceased; AND

WHEREAS the aforesaid Shri. Laxman Gangadhar Telang, Shri. Ramchandra Gangadhar Telang, Shri. Krishnanand Gangadhar Telang, Smt. Kusum Govardhan Sharma, Smt. Shardadevi Gajanan Telang, Shri. Ashok Kumar Gajanan Telang and Smt. Madhuri L.R. Telang lateron transferred the aforesaid entire property by way of Sale to Shri. Digambar Keshaorao Diwanji, by a Sale Deed Dated 29-05-1978, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2282 on even date; AND

WHEREAS on expiration of the Original term of Lease, the Nagpur Improvement Trust, Nagpur lateron extended the same for a further term/period commencing from 01-04-1975 and ending on 31-3-2005 by executing a Renewed Indenture of Lease regarding the said property in favour of Shri. Digambar Keshaorao Diwanji on 02-04-1996; AND

WHEREAS on expiration of the Original term of Lease, the Nagpur Improvement Trust, Nagpur lateron extended the same for a further term/period commencing from 01-

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04-2005 and ending on 31-03-2035 by executing a Renewed Indenture of Lease regarding the said property in favour of Shri. Digambar Keshaorao Diwanji on 22-08-2006, which is duly Registered at the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 5542 on 20-09-2006; AND

WHEREAS during his life time the said Shri. Digambar Keshaorao Diwanji executed her LAST WILL AND TESTAMENT on 12-03-2013 and thereby he bequeathed his aforesaid entire property to his son Shri. Ananta Digambar Diwanji and 2 daughters namely, Mrs. Radha Milind Chimurkar and Mrs. Vaishali Umesh Pusadkar, the Vendors abovenamed absolutely forever with heritable and transferable rights therein. The said Will is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 3 at Sr. No. 1362 on even date; AND

WHEREAS the said Shri. Digambar Keshaorao Diwanji left for heavenly abode on 04-11-2016 and consequent upon his death/demise the aforesaid Shri. Ananta Digambar Diwanji, the Owner named hereinabove, Mrs. Radha Milind Chimurkar and Mrs. Vaishali Umesh Pusadkar, became the Owners of the aforesaid property in terms of the aforesaid Will Dated 12-03-2013. As a result therefore Owner alongwith the said Mrs. Radha Milind Chimurkar and Mrs. Vaishali Umesh Pusadkar have now become the Joint/Co-owners of the aforesaid property (1/3rd share and interest each of them) with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS for cogent reasons and good causes the Owner has now decided to develop his 1/3rd share and interest in the aforesaid property into a RESIDENTIAL ESTATE by constructing a Multistoreyed building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS having no experience about the building construction activities, the Owner has now decided to entrust the entire work of Development of the said property to any well experienced builder of the City; AND

WHEREAS the Owner being thus desirous of developing the said property and the Developer hereinabovenamed having expressed its desire, readiness and willingness to undertake the proposed work of Development the Owner after detailed negotiations has now agreed to entrust the entire work of development of the aforesaid 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 FOLLOWS :-

(1) THAT the OWNER does hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER hereby agrees to DEVELOP THE UNDIVIDED 1/3rd(i.e. 297.29 Sq. Mtrs.) share and interest in in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 81 in Civil Station Expansion Scheme, containing by admeasurement 891.870 Sq. Mtrs. (OR 9600 Sq. Ft.), being a portion of the entire land bearing Kh. No. 75 of MOUZA -AMBAZARI, including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 104, City Survey No. 501 and Sheet No. 32 of Mouza – Ambazari, situated at Shivaji Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 73 in Tahsil and District – NAGPUR, which is more particularly described in the Schedule hereunder written.

(2) THAT the monetary consideration agreed is Rs. 1,00,00,000/- (Rupees One Crore) only, which the Developer has specifically agreed to pay and adjust to the Owner in the following manner:-

MANNER OF PAYMEMENT:-

Rs. 10,00,000/-	(Rupees Ten lakh) Only paid by the Developer to the Owner by RTGS Dated 28-10-2021 to Union Bank Of India, West High Court Road, Nagpur, the receipt whereof is hereby acknowledged by the Owner.
Rs. 15,00,000/-	(Rupees Fifteen lakh) Only paid by the Developer to the Owner by Cheque No. 601958 Dated 17-02-2022 Drawn on State Bank Of India Ambazari Nagpur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Owner.
Rs. 15,00,000/	(Rupees Fifteen Lakh) Only agreed to be paid by the Developer to the Owner within a period of Six Months from the date of execution of this Agreement.
Rs. 15,00,000/	(Rupees Fifteen lakh) Only agreed to be paid by the Developer to the Owner within a period of Nine Months from the date of execution of this Agreement.

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Rs. 20,00,000/	(Rupees Twenty lakh) Only agreed to be paid by the Developer to the Owner within a period of Twelve Months from the date of execution of this Agreement.
Rs. 15,00,000/	(Rupees Fifteen lakh) Only agreed to be paid by the Developer to the Owner within a period of Fifteen Months from the date of execution of this Agreement.
Rs. 10,00,000/-	(Rupees Ten lakh) Only deducted by the Purchaser from the Sale Consideration payable to Vendors towards Tax Deducted at Source (TDS) @ 10% and undertaken to credit the same in the appropriate account of Income Tax Department.
Rs.1,00,00,000/-	**(TOTAL RUPEES ONE CRORE ONLY)**

*THAT the Developer has specifically agreed to construct at its own costs 2 (TWO) Apartments bearing no. 502 on FIFTH FLOOR and 602 on the SIXTH FLOOR covering RERA carpet area of 167.22 sqm (1800.00 Sq.ft.) each on the FIFTH FLOOR & SIXTH FLOOR in favour of the Owner named hereinabove of a Multistoreyed Building proposed to be constructed on the said plot of land and to give, grant and convey the same to the Owner in duly finished and completed within 24 (TWENTY FOUR) Months from the date of commencement of work and as per the specifications annexed herewith. The plan for the said two apartments would be finalized by the developer in consultation with the Owner. The value of the 2 (TWO) Apartments chosen to be retained by the Owner is fixed at Rs.98,00,000/- (Rupees Ninety Eight Lakh) Only. i.e. Rs 49,00,000/ (Rs. Forty Nine lakh) each. That the Stamp Duty, Registration Charges, Legal Expenses, Electric Meter Charges, Water Meter charges, Goods & Service Tax (GST) shall be borne and paid by the Developer. The Developer hereby agrees to keep space reserved on top of overhead tank for installation of Solar electric panels for flat no. 502 retained by the owner.

That, The developer agrees to strictly adhere to the schedule of payment as mentioned above and shall make payment of instalment as and when falls due. However, in case of delay in any making payment of any of the instalments mentioned above, the developer agrees to pay interest @ 12% p.a for period of delay excluding the grace period of fifteen days.

*THAT, it is specifically understood and agreed by the Developer that on completion of the said Apartments chosen to be retained by Owner, it shall execute the separate Deeds of Apartment for the same in favour of Owner. However, the expenses

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required for Registration of such documents (i.e. Stamp Duty/Registration Fees/Misc. Expenses/Legal Charges, Goods & Service Tax, Electric/Water Meter etc.) shall be borne and paid by the Developer.

* THAT the Owner do hereby allow and permit the Developer to demolish the existing Structures 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. The vacant possession of the plot is hereby handed over to the developer at the time of this agreement.

*THAT the Owner hereby allows and permits the Developer to obtain/borrow the Project Finance for the aforesaid proposed scheme from any Financial Institution and to mortgage the said property or any part thereof (excluding the Apartments to be retained by the Owner) to it by way of security for the repayment of loan, if desired. However the responsibility of repayment of the said loan shall be of the Developer alone and the Owner at any cost or in any way, shall not be responsible for the aforesaid loan amount outstanding at any time.

(3) THAT the Developer hereby assures the Owner that it shall obtain all the necessary Permissions/No Objection Certificates/Documents/Papers required for the proposed transaction of Development and Sale from various Government and Semi-Government Departments and Offices exclusively from and out of its own costs and expenses and the Owner assures it that he shall sign all the necessary documents/papers required for such permission and shall always co-operate it in this behalf.

(4) THAT the Owner hereby assure the Developer that the property under this agreement hereby agreed to be developed/sold is the ancestral property belonging to him alone having devolved the same upon him consequent upon the death of his father Shri. Digambar Keshaorao Diwanji in terms of his last WILL Dated 12-03-2013 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 has permitted the Developer to utilize entire permissible FSI including that available due to TOD regulations and ancillary FSI upon payment of premium at the cost of developer.

(6) THAT the development/sale will be free from encumbrances of all kinds whatsoever and also free from payment of Ground Rent/Non Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. if any levied on the property hereby agreed to be developed/sold and payable by the Owner up-to the date of execution of this Agreement.

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(7) 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/sold.

(8) THAT the property hereby agreed to be developed/sold is believed and shall be taken to be correctly described in the Schedule hereunder written and, in the event, if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(9) THAT on receipt of the balance sale consideration and possession of the chosen Apartments by the Owner from the Developer as stated hereinabove, the Owner shall deliver the actual physical possession of the property hereby agreed to be developed/sold 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.

(10) 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 do hereby agrees 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 such Plans. He also agree 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, Nagpur in the names of the Owner who in his turn agree to return back to the Developer such sums as may be refunded to him by such Local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(11) 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) at the time of Registration of the Sale Deed(s).

(12) 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 plan sanctioned from the Nagpur Improvement Trust/ Nagpur Municipal Corporation.

(13) THAT the Owner does hereby allows and permits the Developer to display its board at site at any time after execution of this Agreement.

(14) 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 as

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mentioned above) 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 moneys from such buyers being the agreed sale price there for 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 they question the accountability thereof in any manner whatsoever.

(15) 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.

(16) THAT the Owner do hereby allows and permits the Developer to commence, carry on and complete the construction of the proposed Multistoreyed Building upon the said Plot of land hereby agreed to be developed/sold strictly as per the sanctioned Building Plans and it shall have absolute right and full authority and power to develop the said Plot of land in accordance with the Plans as may be sanctioned by the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur 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 Owneras mentioned above) in the said proposed Multistoreyed Building alongwith the Undivided proportionate share and interest in the said Plot of land to the prospective buyers for such price as it may fix or agree upon in its absolute discretion.

(17) THAT the Owner shall on receipt of the balance sale consideration and possession of the chosen Apartments on the fifth and sixth floor by the Owner from the Developer as stated above execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of the respective individual prospective buyers as may be nominated by the Developer, as and when may be called upon by it, for the proportionate price therefor and it shall also get the same duly registered in accordance with the law in force.

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

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(19) 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 Prospective Buyers.

(20) THAT the Owner shall execute a General Power of Attorney empowering and authorizing any person to be nominated by the Developer to sign/execute various Agreements to Sell, Sale Deeds, Deed of Declaration, various Apartment Deeds, Correction Deeds, Supplementary Agreement 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 be developed/sold and this power will not be withdrawn or revoked by the Owner until the transactions 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(s) for and on behalf of the Owner unless he confirms from him (Owner) that he has already received the balance sale consideration and possession of the Apartment as mentioned above from the Developer.

(21) THAT in case the 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 its favour or in favour of its nominee(s), being the prospective buyers.

(22) THAT the permission to commence and carry on the construction of the proposed Multistoreyed Building hereby granted by the Owner is merely in the nature of a LICENCE 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 this Agreement is subject to Jurisdiction of the Competent Civil Court at NAGPUR.

(24) THAT on registration of the Sale Deed(s), the Owner agree to render necessary assistance in obtaining the mutation of the respective undivided proportionate share and

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interest in the said Plot of land in favour of each such individual prospective buyer in all relevant records. The Developer hereby agreed that it shall pay all the expenses required for mutation of Owner on the Built-up Premises retained by him in City Survey Office/Nagpur Municipal Corporation Office and other Office where necessary.

(25) THAT the Owner do hereby allows and permits the Developer to install a Transformer for supply of Electricity to the Owner of the proposed Multistoreyed building as per the Rules and Regulations of the MSEDCL, Nagpur. However the expenses required for such installation shall be borne and paid by the Developer to the concerned Department.

(26) THAT the Developer also agrees to pay Goods & Service Tax (GST) and/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 therefore and shall always keep the Owner indemnified against the same.

(27) THAT the Developer shall be liable to pay all charges and deposits for obtaining Sewer, Water and Electricity connections and meters in the proposed building. However the expenses required for Electric Meter to be installed in the Apartments chosen to be retained by the Owner shall be borne and paid by him to the Developer.

(28) THAT the Owner do hereby assures/confirms to the Developer that he has not created any mortgage, lien, charge or interfere over the said property hereby agreed to be developed/sold and it is free from encumbrances of all kinds whatsoever in respect of the same.

(29) THAT the Developer hereby assures that it shall always indemnify the Owner against any monetary liability in respect of any Agreement(s) that may be entered into by the Developer with prospective buyers and also in respect of violation of Building rules and Regulations for the time being in force and including also any Civil/Criminal liabilities or in respect of labour laws etc. arising out of this transaction.

(30) THAT if the F.S.I. in relation to the said Nagpur Improvement Trust Leasehold Plot No. 81 is increased or due to modification in UDCPR, the developer has right to consume the same in the said proposed building till the completion of the said building and obtaining occupancy certificate for the same. However, any such increase in FSI in future shall belong to the apartment owners of the building. Similarly the Developer shall have absolute right to purchase and utilise the Additional FSI available due to TOD regulations / Transferable Development Rights (TDR) for construction on the said plot of land and the Owner shall have no claims in any respect of said TDR. This agreement supersedes all previous documents/MOU signed by the Owner.

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(31) THAT all expenses on account of preparation of this Agreement/Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Developer.

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

THE UNDIVIDED 1/3rd(i.e. 297.29 Sq. Mtrs.) share and interest in in ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 81 in Civil Station Expansion Scheme, containing by admeasurement 891.870 Sq. Mtrs. (OR 9600 Sq. Ft.), being a portion of the entire land bearing Kh. No. 75 of MOUZA -AMBAZARI, including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 104, City Survey No. 501 and Sheet No. 32 of Mouza – Ambazari, situated at 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	-	**BY PLOT NO. 82,**
ON THE WEST	-	**BY PLOT NO. 80/B,**
ON THE NORTH	-	**BY 9 MTRS. WIDE ROAD,**
ON THE SOUTH	-	**BY CONSERVANCY LANE.**

IN WITNESS WHEREOF the OWNER and the DEVELOPER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT OF DEVELOPMENT before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Sandeep Shastri, Advocate, at the instruction of parties to this Deed.

Contd. . . .

नागपूर-४
९९१६ / २०२२
९३ / २८

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			(ANANTA DIGAMBAR DIWANJI) **OWNER**
02			FOR M/S. RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED (DILIP RAGHUNATH BHARADE) Authorised Director **DEVELOPER**

WITNESSES :The Executants hereto have read the contents appearing in this Agreement of Development in our presence and have stated that they have understood the terms and conditions enumerated herein which is correct and binding on them and have signed in our presence.

I			**WITNESS NO. 1**
II			**WITNESS NO. 2**

Contd. . .

नगद - ४
१६९६ / २०२२
९८ / २८

Specifications

Structure

*RCC framed structure with 6" thick brick masonary external walls. *Internal walls of 4 ½" thick brick masonry.

Plaster

*12 mm thick plain funty finish plaster for internal walls. *Decorative (Combination of sponge & funty finish) for exterior surfaces.

Doors & windows

*Doors- Main entrance door shall be decorative flush door with veneer & jambs with paneling. Good quality brass fixtures shall be provided. All other doors shall be laminated flush doors with paneling for jambs. Good quality S.S. fixtures shall be provided. *Windows –UPVC sliding windows/doors with Mosquito net.

Flooring

*Fully vitrified floor tiles 800 x 800 mm in size to all rooms with 75 mm skirting. (RAK / Nitco / Somani or equivalent make). Balconies & terraces shall have 450 x 450 mm nonskid tiles. *Coloured Ceramic / Glazed tiles for dado up to lintel height for toilets. Toilet floors shall be nonskid ceramic tiles. *Non-skid tiles / Granite stone in common areas & staircase.

Kitchen

*Kitchen platform (otta) with granite stone top & stainless steel sink of 24" x 18" size.*Ceramic tiles dado upto lintel level.*Granite otta with stainless steel sink of 24" x 18" size for washing utensils & Glazed tiles upto 1.00 mt for wash balcony.

Sanitary & Plumbing fitting

*White commode & wash basin of Jaquar / Somani / Parryware or equivalent make for all toilets. *Basin of Jaquar / Somani / Parryware or equivalent make for hand wash in passage. *Jaquar or equivalent make standard quality single lever diverter in two toilets and body shower and shower panel with glass cubicals in children & master bedroom toilet. *Common basin shall have hot& cold mixer arrangement. *SWR pipes & fittings for sanitation & CPVC pipes of standard make for plumbing. *Water proofing treatment to all toilets.

Electrical

*Power points in kitchen for microwave, aqua guard, fridge etc. *Provision for water heater power point in each bathrooms.*Provision for A.C. point in all bedrooms.*Telephone point in drawing room. *Invertor wiring for one light & one fan point in each room & toilet.*Modular switches Legrand or equivalent of standard make.*TV wiring points in hall or living.*Three phase wiring with standard make distribution panel for each flat.*M.C.B of standard make for each flat.

Water Supply

*Well water for utility purpose.*Underground and overhead water tanks with necessary water pumps.*Pressure pump for plumbing line.

Paints

*Acrylic Emulsion Paint of Asian / Berger or equivalent make with necessary putty finish for all rooms internally. *Parking, staircase, compound wall & common areas shall be neatly finished



surfaces. *Oil paint for M.S. Grills, M.S. Gates &M.S. Railings etc. Asian/Berger or equivalent make.

Parking

*One allotted car parking area for each flat. *Properly designed & finished parking area. Good quality paver block flooring for plot margin areas.

Elevator

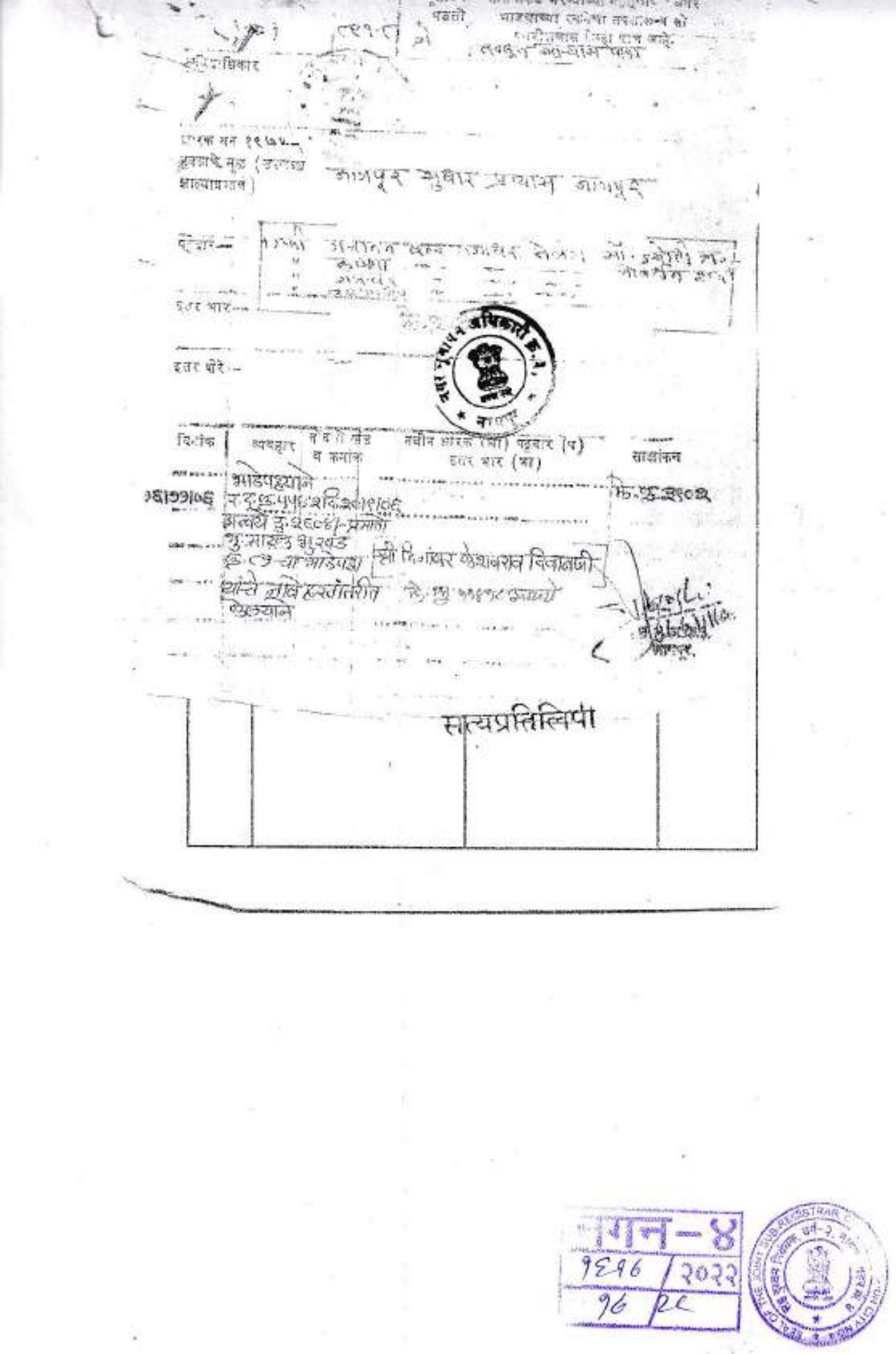
* Two numbers Johnson / Kone / Schindler or equivalent make automatic MRL elevators with Diesel generator backup.

Amenities

*Plaster of Paris false ceiling to all rooms except kitchen & balconies. *Anti-termite treatment to ground floor area.*Rain water harvesting. *Well-designed compound wall with two numbers compound gates. *Cabin for security guard. *Intercom facility from guard room to each flat. *Firefighting arrangement as per N.M.C. requirement.*Arrangement of solar panel for electricity supply to common utility area. *CCTV surveillance for ground floor common area. *Video door phone arrangement for each flat.

Note :- The specification mentioned above are subject to modifications for up gradation.





सत्यप्रतिलिपी

कार्यालय :- नगर भूमापन अधिकारी क्र. ३ नागपूर

मौजा :- अंबाझरी म.का.नं.

न.भू.क्र. :- ५०१ पु.भि.प.नं.

दिनांक	व्यवहार नोंदणी खंड व क्रमांक	नवीनधारक (धा) इतर हार (धा)	शेरा
१७/१२/१८	मूलमुखत्यारपत्र नोंद. दु.नि. पु. ९३९२ दि. २२/१२/२०१३ अन्वये श्री दिगांबर विठोबा राव दिवानजी यांनी आजच्या स्थितीमध्ये मे. ए.८१ चे मालमत्ता संबंधी विक्रयपत्रे व ते R.H.O.A. २०१६ रोजी सदरहू मालमत्ता यांचे नावे फर्म व त्यामध्ये भागीदार नावे दर्ज.	मूलमुखत्यारधारी श्री- अकोला दिगांबर दिवानजी तर्फे. मुखत्यार श्री. प्रदीप सिताराम पिंपरकर तर्फे. वैद्यकीय उपेक्षा मुखत्यारधार	मे. ए ९१६१८

सत्यप्रतिलिपी

Pwl; 27/09/19

उतारा लिपीक
न. भू. अ.,
क्र. ३, नागपूर.

वर प्रमाणित नक्कल बाबत पावती क्रं. 6950882

दिनांक 27/09/19 अन्वये रक्कम रु. 50/-

(अक्षरी रक्कम रुपये पन्नास फक्त)

प्राप्त झाले.

नगन - ४
९६१६ / २०२२
१८ / २८

2021-22

नागपूर महानगरपालिका

कर व कर आकारणी विभाग नागपूर

(हि रसिद 01/04/2021 पासून 31/03/2022 पावेतो वापरली जाईल. त्यापुढे वापरल्यास ती खोटी समजावी)

रसीद क्रमांक : 12/2021-22/0266104 मोहल्ल्याचे नांव : 104, ANJBAZARI BLOCK 1 - 440001

घर क्रमांक : 104

इंडेक्स क्रमांक : 73000873 **(Zone:2 Ward:73)**

घर मालकाचे नांव : SHRI D.K.DIWANJI

वहिवाटदाराचे नांव

तारीख पासून : 01-04-2021 ता 31-03-2022 पावेतो.

(If payment is made by cheque this receipt is valid subject to realization of cheque)

करापे नांव / **Details of Tax**	थकाया / **Arrears**	चालू / Current	शेरा / Remarks
सामान्य कर **(General Tax)**	0.00	10,594.00	
पाणी कर **(Water Tax)**	0.00	0.00	
मलप्रवाह कर **(Sewerage Tax)**	0.00	6,618.00	
प्रकाश कर व वृ **(Light Tax/Tree Tax)**	0.00	551.00	
अग्नी सेवा कर **(Fire Service Tax)**	0.00	551.00	
मलजल लाभ कर **(Sewerage Bene. Tax)**	0.00	551.00	
पाणी लाभ कर **(Water Bene. Tax)**	0.00	551.00	
पथ कर **(Street Tax)**	0.00	551.00	
विशेष सफाई कर **(Special Conservancy Tax)**	0.00	0.00	
मनपा शिक्षण उपकर **(Municipal Education Tax)**	0.00	551.00	
सेवा शुल्क **(Service Charge)**	0.00	0.00	
नोटिस फी **(Notice Fee)**		0.00	
वारंट फी **(Warrant Fee)**		0.00	
किरकोळ **(Misc.)**	1,000.00	0.00	
प्रा.स.शि.कर **(Educn. Cess)**	0.00	5,070.00	
रोजगार हमी कर **(E.G.S. Cess)**	0.00	1,095.00	
मोठ्या निवासी ईमारतीवरील शासनाचा कर **(Tax on Larger Residential Properties)**	0.00	0.00	
सुट **(Rebate)**		1,026.00	
एकूण(Grand Total)	1,000.00	25,655.00	26,655.00

एकूण रक्कम अक्षरी रू (In words total Rs.) Rupees Twenty Six Thousands Six Hundred Fifty Five Only

Received Cash: 26655

दिनांक : 23/12/2021

Generated By: Prashant

वसूल करणाऱ्याची पूर्ण सही

This is a computer generated receipt, signature is not required.
Please visit website http://www.nmcnagpur.gov.in

Full Signature of the Official




नगन-४
९६१६ / २०२२
२० / २८

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANANTA DIWANJI

DIGAMBAR KESHAORAO DIWANJI

18/09/1968

Permanent Account Number

AALPD3159N



14082014

भारत सरकार
GOVERNMENT OF INDIA



अनंता दिगांबर दिवाणजी
Ananta Digamberrao Diwanji
जन्म तारीख/ DOB: 18/09/1968
पुरुष / MALE

7516 9990 2093

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
प्लॉट नं ८१, एच.डी..एफ सी. बँक समोर, शिवाजी नगर, शंकर नगर स.ओ, नागपूर, महाराष्ट्र - 440010

Address:
Plot NO 81, Opp. H.D.F.C. Bank, Shivaji Nagar, Shankar Nagar S.O. Nagpur, Maharashtra - 440010

7516 9990 2093

आधार-सामान्य माणसाचा अधिकार

Aadhaar-Aam Admi ka Adhikar

नगन – ४
९९१६ / २०२२
२९ / २८

INCOME TAX DEPARTMENT GOVT. OF INDIA

RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED

Permanent Account Number

AAECR[illegible]



आधार

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदणी क्रमांक/Enrolment No.: 0000/00360/92852

To

दिलीप रघुनाथ भरादे

Dilip Raghunath Bharade

S/O,Dilip Raghunath Bharade

501,shivranjani Apartments, Plot No 28,

Cement Road

Shivaji Nagar

Opposite Indian Bank

Shankar Nagar

Nagpur Shankar Nagar

Maharashtra - 440010

9028013267

Download Date : 02/04/2017 Generation Date : 02/03/2017

Validity unknown

आपला आधार क्रमांक / Your Aadhaar No. :

3190 4615 7588

माझे आधार, माझी ओळख

भारत सरकार

Government of India



दिलीप रघुनाथ भरादे

Dilip Raghunath Bharade

जन्म तारीख/ DOB: 22/11/1960

पुरुष / MALE

3190 4615 7588

माझे आधार, माझी ओळख

नगन-४

१६९६/२०२२

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AARPC1522A



नाम /NAME

RADHA MILIND CHIMURKAR

पिता का नाम /FATHER'S NAME

DIGAMBER KESHAVRAO DIWANJI

जन्म तिथि /DATE OF BIRTH

11-07-1969

हस्ताक्षर /SIGNATURE

Chimurkar

COMMISSIONER OF INCOME-TAX, VIDARBH



भारत सरकार

Radha Milind Chimurkar

जन्म वर्ष / Year of Birth : 1969

मादी / Female

9794 7098 4938

आधार – सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण

Address: Plot NO 900, Chimurkar Niwas, Near Laxminarayan Mandir, Khare Town Dharampeth, Nagpur, Maharashtra, 440010

नगन – ४

१११६ / २०२२

२३ / २६

PERMANENT ACCOUNT NUMBER

AHXPP4144J



नाम /NAME

VAISHALI UMESH PUSADKAR

पिता का नाम /FATHER'S NAME

DIGAMBAR KESHAORAO DIWANJI

जन्म तिथि /DATE OF BIRTH

04-05-1972

हस्ताक्षर /SIGNATURE

V.U. Pusadkar

आयकर आयुक्त - I, नागपुर

COMMISSIONER OF INCOME-TAX - I, NAGPUR

भारत सरकार

Unique Identification Authority of India

Government of India

नोंदणीचा क्रमांक / Enrollment No.1104/10229/63053

To,
वैशाली उमेश पुसदकर
Vaishali Umesh Pushadkar
W/O: Umesh Pushadkar
Q.16
WHC ROAD
NEAR JAIN MANDIR LAXMI NAGAR
Ranapratap Nagar
Ranapratap Nagar Nagpur Nagpur
Maharashtra 440022
9975746151

05/08/2013

Ref: 363 / 12D / 441964 / 443228 / P

SE058720048FT

आपला आधार क्रमांक / Your Aadhaar No. :

4678 6494 6883

आधार - सामान्य माणसाचा अधिकार

भारत सरकार

Government of India



वैशाली उमेश पुसदकर
Vaishali Umesh Pushadkar
जन्म तारीख / DOB : 04/05/1972
स्त्री / Female

4678 6494 6883

आधार - सामान्य माणसाचा अधिकार

नगन-४
१९१६ | २०२२
२४ | २८

SEAL OF THE JOINT SUBAR REGISTRAR CLASS-II

CHALLAN

MTR Form Number-6

GRN	MH013236010202122M	BARCODE		Date	16/02/2022-20:41:46	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	MS RAGHUKUL CONSTRUCTIONS PRIVATE LIMITED
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	.
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	1005200.00	Road/Street	MOUZA AMBAZARI
0030063301 Registration Fee	30000.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 1 0
		Remarks (If Any)	SecondPartyName=ANANTA DIGAMBAR DIWANJI~
Total	10,35,200.00	Amount In Words	Ten Lakh Thirty Five Thousand Two Hundred Rupees O nly

DEFACED ₹1035200.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022021792507	CPABKOTXR3
Cheque/DD No.		Bank Date	RBI Date	16/02/2022-20:41:48	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 : Mobile No. : 9029013287

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

सदर चलन केवल 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	UserId	Defacement Amount
1	(IS)-267-1617	0006436187202122	17/02/2022-16:24:03	IGR386	30000.00

नागपूर-४ 9E16 / २०२२ 24 / 2C

Print Date 17-02-2022 04:24:18

GRN : MH013236010202122M Amount : 10,35,200.00 Bank : STATE BANK OF INDIA Date : 16/02/2022-20:41:46

2	(IS)-267-1617	0006436187202122	17/02/2022-16:24:03	IGR386	1005200.00
			Total Defacement Amount		10,35,200.00

नगन-४
१६१६/२०२२
२६/२८

Print Date 17-02-2022 04:24:18

दस्त क्रमांक: नगन4 /1617/2022

बाजार मुल्य: रु. 1,86,65,000/- मोबदला: रु. 2,01,03,000/-

भरलेले मुद्रांक शुल्क: रु.10,05,200/-

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

अ. क्रं. 1617 वर दि.17-02-2022

रोजी 4:02 म.नं. वा. हजर केला.

पावती:2101 पावती दिनांक: 17/02/2022

सादरकरणाराचे नाव: वैसर्स रघुकुल कंस्ट्रक्शन प्रा. लि. तर्फे संचालक श्री. दिलीप रघुनाथ भराडे . .

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 560.00
पृष्ठांची संख्या: 28	
एकुण:	30560.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक वर्ग-२
NGP4 नागपूर शहर क्र. ४

सह दुय्यम निबंधक वर्ग-२
नागपूर शहर क्र. ४ NGP4

दस्ताचा प्रकार: विकसनकरारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 17 / 02 / 2022 04 : 02 : 43 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 17 / 02 / 2022 04 : 06 : 58 PM ची वेळ: (फी)

दस्त क्रमांक :नगन4/1617/2022
दस्ताचा प्रकार :-विकसनकरारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स रघुकुल कन्स्ट्रक्शन प्रा. लि. तर्फे संचालक श्री. दिलीप रघुनाथ भगाडे . . पत्ता:प्लॉट नं: _ माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: प्लॉट नं. 28, शिव रेजनी अपार्टमेंट शिवाजी नगर नागपूर, महाराष्ट्र, नागपूर. पॅन नंबर:AAECR5597C	लिहून घेणार वय :-55 स्वाक्षरी:-		
2	नाव:श्री. अनंता तिमंबर दिवाणजी . . पत्ता:प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: ., ब्लॉक नं: ., रोड नं: प्लॉट नं. 81, शिवाजी नगर, नागपूर , महाराष्ट्र, नागपुर. पॅन नंबर:AALPD3159N	लिहून देणार वय :-53 स्वाक्षरी:-		

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2	नाव:राधा मिलींद चिमुरकर . . वय:51 पत्ता:घरे टाऊन धरमपेठ, नागपूर पिन कोड:440010	स्वाक्षरी		

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