Receipt (pavti)

268/1220
Wednesday,February 22 ,2023
1:33 PM

पावती

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

पावती क्रं.: 1967 दिनांक: 22/02/2023

गावाचे नाव: **नागपूर (खास)**
दस्तऐवजाचा अनुक्रमांक: **नगन5-1220-2023**
दस्तऐवजाचा प्रकार : **विकसनकरारनामा**
सादर करणाऱ्याचे नाव: **मेसर्स सफायर इंन्फ्राव्हेंचर्स तर्फे भागीदार जानक किशोर पटेल**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1040.00
पृष्ठांची संख्या: 52	
एकूण:	रु. 31040.00

DELETED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:50 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग-२ NGP5
नागपूर शहर क्र. ५

बाजार मुल्य: रु.56574500 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 2828725/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1040/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2102202314358 दिनांक: 22/02/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015604038202223E दिनांक: 22/02/2023
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN - MH015604038202223E	BARCODE	Date 20/02/2023-16:43:35	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP5_JT NAGPUR NO 5 SUB REGISTRAR	Full Name	MS SAPPHIRE INFRAVENTURES
Location	NAGPUR		
Year	2022-2023 One Time	Flat/Block No.	MZ NAGPUR
- Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	NAGPUR
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 0 2
		Remarks (If Any)	SecondPartyName=SHRI KISHOR DEOSI PATEL AND OTHERS~
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.	00040672023022073613	CKW2143171
Cheque/DD No.		Bank Date	RBI Date	20/02/2023-16:24:45	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No., Date		Not Verified with Scroll	

Department ID :
Mobile No. : 7122767995

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

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

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Print Date 20-02-2023 04:45:02

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	21022023143S8	Date	21/02/2023
Received from MS SAPPHIRE INFRAVENTURES, Mobile number 7122767995, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nagpur 5 of the District Nagpur.			
Payment Details			
Bank Name	SBIN	Date	21/02/2023
Bank CIN	10004152023022113276	REF No.	CHL8255472
This is computer generated receipt, hence no signature is required.			

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Certificate u/s 32(1) (b) of the Maharashtra Stamp Act, 1958
(ADJ)

Office of the 4600901
Collector of Stamps, Nagpur City
Adj. Case No. 144/2022
Date 14/11/2022

Received From Shri/Smt./M/s. SAPPHIRE INFRAVENTURES
Residing at NAGPUR
Market Value Rs. 565,74,500/-
Stamps duty of Rs. 28,28,725/- in words Rs. Twenty eight lakh twenty eight thousand seven hundred twenty five only.
Paid vide e-Challan No. MH015070180202223E date 13/2/2023

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 28,28,725/- in words Rs. Twenty eight lakh Twenty eight thousand - Seven hundred twenty five only with which instrument is chargeal le has been paid as per Article 5(g-a) of Schedule-I.

This certificate is subject to the provision of Section 53-A of Maharashtra Stamp Act, 1958.

Nagpur
Date 14.2.23

Collector of Stamps
Nagpur City

हा आदेश नागपूर मुद्रांक अधिनियम, १९५८ अन्वये आकारलेल्या शिक्षामाफीचे निर्णयित केलेले आहे. परंतु उक्त जमा नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८ च्या अधिनियमातील तरतूदी नुसार नोंदणी अधिकारी वरील नोंदणीची कार्यवाही करतील

मुद्रांक जिल्हाधिकारी
नागपूर शहर

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

AGREEMENT FOR DEVELOPMENT AND SALE

THIS AGREEMENT TO SELL is made at Nagpur on this 22nd day of FEBRUARY 2023 BY AND BETWEEN :

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THE JOINT SUB-REGISTRAR CLASS-I NAGPUR

01. **SHRI NARSHI S/O DEOSI PATEL,** {PAN : AAOPP5328A} {UID : 6845 6945 4102} aged about 68 years, Occupation : Business,

02. **SMT. NARMADABEN S/O NARSHI PATEL,** {PAN : AAOPP5308E} {UID : 2156 7726 0864} aged about 63 years, Occupation : Housewife,

Both Resident of 1094, 10TH, Main Road, R P C Lay Out, Bangalore North - 560040, at present at Lakadganj, Nagpur - 440008

03. **SHRI RATANSHI S/O DEOSI PATEL,** {PAN : ADApp7086l} {UID : 4506 4604 2024} aged about 71 years, Occupation : Business,

04. **SMT. GANGABEN W/O RATANSHI PATEL,** {PAN : ABZPP1585D} {UID : 7614 0552 3558} aged about 68 years, Occupation : Housewife,

Both Resident of 3, 14th Main Road, Alliguppa, Vijayanagar 2nd State, Bangalore North - 560040, at present at Lakadganj, Nagpur - 440008

05. **SMT. VASANTIBEN WD/O MANILAL PATEL,** {PAN : AEOPP6770J} {UID : 2298 8193 3452} aged about 75 years, Occupation Housewife,

06. **SHRI MAHESH S/O MANILAL PATEL,** {PAN ACOPP0292M} {UID : 6113 1340 6700} aged about 58 years, Occupation : Business,

07. **SHRI AJAY S/O MANILAL PATEL,** {PAN : ACOPP0291J} {UID : 4449 4237 4475} aged about 53 years, Occupation : Business,

All 05 to 07 Resident of 1048, 10TH Main Road, Umiya Bhawan, Hampi Nagar, R P C Lay Out, Vijay Nagar, 2nd Stage, Bangalore North - 560040, at present at Lakadganj, Nagpur - 440008

08. **SMT. JETHIBEN WD/O DEOSI PATEL,** {PAN : AAOPP2696M} {UID : 3123 2374 5373} aged about 91 years, Occupation : Housewife, Resident of 86, Umiya Bhawan, Near Jalaram Mandir, Quetta Colony, Nagpur - 440008,

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09. **SHRI KISHOR S/O DEOSI PATEL,** {PAN : AAOPP5309F} {UID : 5886 8853 1015} aged about 60 years, Occupation : Business, Resident of 86, Umiya Bhawan, Near Jalaram Mandir, Quetta Colony, Nagpur - 440008,

All acting through constituted attorney one of the owner **SHRI KISHOR S/O DEOSI PATEL,** here-in-after referred to as the **"OWNERS"** which expression wherever it appears in this Deed here-in-after shall, unless repugnant to the context or meaning thereof, shall always mean and include their heirs, representatives, nominees, agents, assignees or any other person or institution claiming for or through her all of THE PARTIES OF THE FIRST PART, AND;

10. **M/S SAPPHIRE INFRAVENTURES,** {PAN : AELFS9137B} a Partnership Firm having its Office at 210, Timber Bhawan Road, Lakadganj, Nagpur acting through its Partner **SHRI JANAK S/O KISHOR PATEL,** {PAN : CXMPP6125L} {UID : 4936 1796 4267} aged about 27 years, Resident of 86, Umiya Bhawan, Near Jalaram Mandir, Quetta Colony, Nagpur - 440008, here-in-after known and referred to the **"DEVELOPER"** which expression shall unless repugnant to the context or meaning thereof shall always mean and include the DEVELOPER as well as its partners, their heirs, representatives, nominees, agents, assignees or any other person or institution claiming for or through them all of THE PARTIES OF THE SECOND PART, AND;

WHEREAS, the OWNERS are the co-owners of ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold land bearing Plot No. 86, admeasuring about 873.93 Sq. Mtrs. i.e. 9407.003 Sq. Ft. (as per City Survey Records 873.40 Sq. Mtrs.) in Central Road Section III Scheme of Nagpur Improvement Trust, Lakadganj Lay Out, Circle No. 11/16, Division 3, bearing City Survey No. 213, Sheet No. 177, Mauza : NAGPUR, bearing Municipal House No. 53, 53/A, 53/1, 53/B, 53/A/1, 53/B/1, Ward No. 23, situated at Lakadganj, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and more particularly described in the Schedule hereunder written, AND;

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WHEREAS, originally the said plot was allotted by Nagpur Improvement Trust, Nagpur to Shri Panchan Narayan Ramani and Nagpur Improvement Trust, Nagpur executed lease of the said plot of land for a term commencing from 24.12.1957 and ending on 31.03.2057 by Indenture of Lease dt. 21.11.1964 registered with Joint Sub Registrar, Nagpur City at Doc. Sr. No. 2912 at Book No. 1, Volume No. 17 at pages 16 to 18 at Sr. No. 2912 dt. 25.11.1964, AND;

WHEREAS, said Shri Pachan Narayan Ramani and brothers constructed a house property on the said Plot of land in accordance with the Building Plan sanctioned by the Building Engineer, Nagpur Improvement Trust, Nagpur and the said property is known as Ramani Bhavan, AND;

WHEREAS, though the lease of the said plot was executed in favour of Shri Panchan Narayan Ramani, but the said property alongwith construction was owned by Shri Panchan Narayan Ramani alongwith brothers Ratansi Narayan Patel and Ramji Narayan Patel, and they divided the construction between themsleves, AND;

WHEREAS, said Shri Pachan Narayan Ramani sold the said Ground Floor Eastern Block to Shri Jivraj Ramji Ramani by Sale Deed dt. 24.01.1974 registered with Joint Sub Registrar, Nagpur - II at Book No. I at Sr. No. 188 dt. 24.01.1974, AND;

WHEREAS, said Shri Jivraj Ramji Ramani sold Ground Floor Eastern Block alongwith 1/6th undivided share in Plot No. 86 to Shri Kishor Deosi Patel by Sale Deed dt. 03.10.1981 registered with Joint Sub Registrar - III, Nagpur at Book No. I at Sr. No. 4951 dt. 03.10.1981, AND;

WHEREAS, said Shri Panchan Narayan Patel sold First Floor Eastern Block alongwith 1/6th undivided share in Plot No. 86 to Smt. Jethiben Deosi Patel by Sale Deed dt. 03.10.1981 registered with Joint Sub Registrar - III, Nagpur at Book No. I at Sr. No. 4952 dt. 03.10.1981, AND;

WHEREAS, said Shri Ramji Narayan Patel sold Ground Floor Western Block alongwith 1/6th undivided share in Plot No. 86 to Shri Deosi Kanji Patel by Sale Deed dt. 31.01.1984 registered with Joint Sub Registrar - III, Nagpur at Book No. 1 at Sr. No. 479 dt. 11.06.1984, AND;

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WHEREAS, said Shri Ratanshi Narayan Patel sold Ground Floor Middle Block alongwith 1/6th undivided share in Plot No. 86 to Shri Manilal Kanji Patel by Sale Deed dt. 31.01.1984 registered with Joint Sub Registrar - III, Nagpur at Book No. 1 at Sr. No. 480 dt. 11.06.1984, AND;

WHEREAS, said Shri Ramji Narayan Patel sold First Floor Western Block alongwith 1/6th undivided share in Plot No. 86 to Shri Narsi Deosi Patel and Smt. Narmadaben Narsi Patel by Sale Deed dt. 31.01.1984 registered with Joint Sub Registrar - III, Nagpur at Book No. 1 at Sr. No. 481 dt. 11.06.1984, AND;

WHEREAS, said Shri Ratanshi Narayan Patel sold First Floor Middle Block alongwith 1/6th undivided share in Plot No. 86 to Shri Ratanshi Deoshi Patel and Smt. Gangaben Ratanshi Patel by Sale Deed dt. 31.01.1984 registered with Joint Sub Registrar - III, Nagpur at Book No. 1 at Sr. No. 482 dt. 11.06.1984, AND;

WHEREAS, one of the co-owner Shri Deosi Kanji Patel expired on 18.08.2008 and said Shri Deosi Kanji Patel executed his Last Will & Testament dt. 05.02.2005 registered with Sub Registrar, Nagpur – 2 at Book No. 3 at Sr. No. 782 dt. 05.02.2005 wherein he bequeathed his share in the said property to his four sons Shri Manilal Deosi Patel, Shri Ratanshi Deosi Patel, Shri Narsi Deosi Patel and Shri Kishor Deosi Patel, and accordingly his share in the said property was devolved on the said co-owners, AND;

WHEREAS, one of the co-owner Shri Manilal Deosi Patel expired on 05.09.2010 and on his death his share in the said property was devolved on the legal heirs, viz. Smt. Vasantiben Manilal Patel, Shri Mahesh Manilal Patel and Shri Ajay Manilal Patel, AND;

WHEREAS, the OWNERS decided to develop the said land from the DEVELOPER here-in in accordance with the Building Plan sanctioned by Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide Building Permit No. 77/BP/Nagpur/TP/NMC/1764 dt. 10.05.2022, AND;

WHEREAS, the Developer agreed to develop the said property on the certain terms and conditions agreed herein this agreement, AND;

WHEREAS, it has now became necessary to reduce to writing the terms and conditions of Development arrived at between the Parties and agreed which are as under.

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WHEREAS, the OWNERS herein after negotiation with the DEVELOPER herein has agreed to develop the said property, AND;

WHEREAS, it has now become necessary to reduce to writing to terms and conditions of the sale agreed to between the parties which are as under :

NOW THEREFORE THIS AGREEMENT TO SELL AND DEVELOPMENT WITNESSETH AS FOLLOWS:

01. It is agreed that the DEVELOPER shall develop the entire land being ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold land bearing Plot No. 86, admeasuring about 873.93 Sq. Mtrs. i.e. 9407.003 Sq. Ft. (as per City Survey Records 873.40 Sq. Mtrs.) in Central Road Section III Scheme of Nagpur Improvement Trust, Lakadganj Lay Out, Circle No. 11/16, Division 3, bearing City Survey No. 213, Sheet No. 177, Mauza : NAGPUR, bearing Municipal House No. 53, 53/A, 53/1, 53/B, 53/A/1, 53/B/1, Ward No. 23, situated at Lakadganj, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur together with all the rights into a residential project at its own cost and consequences. It is agreed that the DEVELOPERS shall develop the said property in accordance with the Building Plan sanctioned by Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide Building Permit No. 77/BP/Nagpur/TP/NMC/1764 dt. 10.05.2022.

02. The DEVELOPER has agreed to undertake the entire work of development on the said property in accordance with the plan sanctioned by the Nagpur Municipal Corporation and it shall invest and/or arrange for all moneys that may be required for the development and for this purpose the DEVELOPER shall also arrange to procure intending buyers for the constructed premises to be developed thereon and it shall be entitled to develop the said plot of land 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 the ownership right in the said plot of land.

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03. That in consideration of the OWNER having permitted and allowed the DEVELOPER to develop the said property as stated here-in-above and to utilise the entire sale proceeds of the said building project as permitted at present in relation to the said property, the DEVELOPER agrees with the OWNERS as follows.

i] The DEVELOPER shall provide constructed residential premises of about 246.903 Sq. Mtrs. of built up area on the Fifth Floor of the proposed residential building to Shri Ratanshi Deoshi Patel and Smt. Gangaben Ratanshi Patel jointly.

ii] The DEVELOPER shall provide constructed residential premises about 246.903 Sq. Mtrs. of built up area on the Seventh Floor of the proposed residential building to Shri Narshi Deoshi Patel and Smt. Narmadaben Narshi Patel jointly.

iii] The DEVELOPER shall provide constructed residential premises as sanctioned on the Twelve and Thirteenth Floor in the proposed residential building admeasuring about 269.02 Sq. Mtrs. of built up area to Shri Kishor Deoshi Patel and Smt. Jethiben Deoshi Patel jointly.

iv] The DEVELOPER shall make the payment of Rs. 80,00,000/- to Smt. Vasantiben Manilal Patel, Shri Mahesh Manilal Patel and Shri Ajay Manilal Patel jointly time to time from the sale proceeds of other Flats / Apartments/ Constructed premises in the proposed building from the intending buyers.

The OWNERS have handed over the peaceful and vacant possession of the said entire property to the DEVELOPER for carrying on the development activities on the said piece of land. The DEVELOPER now onwards deal with the said entire land and shall utilise the said land and building for it's own use of benefit and shall be developing the land as per the scheme of development authorities for which the OWNERS now onwards shall not have any say whatsoever.

v] The DEVELOPER shall be free to recover the consideration of land agreed to be paid to the OWNERS as stated hereinabove directly from the prospective purchasers in whatever amount and in whatever manner it deems fit and proper. The OWNERS shall not demand anything on that account except the consideration as stated here-in-above from the DEVELOPER or from the prospective purchasers of family units.

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vi] The DEVELOPER shall be free to enter into Agreement for sale of the constructed Flats, Apartments, Tenements, builtup spaces etc. in the proposed building with the intending buyers at the price suitable to it and shall be free to recover the same directly from such buyers in such instalments as it deems fit and proper.

vii] The DEVELOPER shall bear and pay all costs and charges for preparation of the plans including the Architects fee and other incidental expenses.

viii] The OWNERS agrees to pay all the ground Rent Land Revenue, Corporation Taxes, non Agricultural assessments, Cesses etc. whatever levied on the said land upto 31.03.2022 and thereafter the same shall be paid by the DEVELOPER.

ix] The DEVELOPER shall appoint it's own Architect, Engineer and/or Supervisor for the purpose of the aforesaid construction works and the OWNERS shall not interfere or obstruct the DEVELOPER in any manner whatsoever in this behalf.

04. The OWNERS agrees to give the Power of Attorney in favour of the DEVELOPER as its nominee and constituted Attorney, to do all acts, deed and things in respect of the development of the said property and to sell the constructed Flats, Apartments, builtup spaces etc. to be constructed on the said property to the prospective purchasers and to receive consideration, execute Agreement to Sell, Sale Deed, for and behalf of the OWNERS.

05. The DEVELOPER will develop the said property proposed for construction of Flats, Apartments, Tenements, builtup spaces etc. sanctioned in the name of and under the signatures of the OWNERS and the OWNERS have delivered the possession of the said entire property for starting the development of the said property into a residential cum commercial building project.

06. THAT, on completion of the making of building project the OWNERS shall execute the Sale Deeds of the undivided share in land, constructed Flats, Apartments, builtup spaces etc. in the said land pertaining to each of prospective purchasers alongwith DEVELOPER being confirming party or shall execute the same through their authorised agent holding power of attorney on their behalf.

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07. THAT, all the taxes, Cesses, State Govt. M.S.E.B. or any other authority or Department in respect of the said property are paid up to date. All the taxes and dues over the said property till 31.03.2022 shall be paid by the OWNERS and thereafter the same shall be borne and paid by the DEVELOPER or prospective purchasers of plots. However if any arrears shall be found or noticed at any time in future in that event either OWNERS shall pay the same to the concerned authority or it will be paid by the DEVELOPER and shall be reimbursed or adjusted in consideration to be paid to the OWNERS by DEVELOPER.

08. The OWNERS hereby authorise the DEVELOPER to select the prospective purchasers and also permit and authorise the DEVELOPER to receive the consideration, or any part thereof, to enter in to an agreement and accept bookings constructed Flats, Apartments, builtup spaces etc. and accept advances from the prospective buyers.

09. THAT, the DEVELOPER shall construct a residential cum commercial building and utilise maximum permissible area out of it's own funds for selling it to others and it is explicitly made clear that the OWNERS shall have no 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 and the Sale proceeds of the constructed Flats, Apartments, builtup spaces etc. The OWNERS shall have no right to claim anything on account of the said land. The OWNERS have given the entire land to the DEVELOPER under this Agreement and shall take the agreed consideration for the same and now it is on the DEVELOPER to develop the said entire land and to sell it to the prospective buyer. The OWNERS shall not claim anything except the consideration agreed with the DEVELOPER.

10. THAT, to enable to the DEVELOPER to execute the said scheme the OWNERS shall execute special or general power of attorney in favour of the DEVELOPER as their nominee and constituted Attorney, assigning the powers to sign and submit the letters or applications to N.I.T., N.M.C., M.S.E.D.C.L, M.S.E.B., City Survey or any other Govt., Semi Government organisations, office or authority which will be required as the effective means so as to constructed a multistories building project and to execute and register the Agreement to Sell and the final Sale Deeds of the constructed Flats, Apartments, builtup spaces etc. to be made/constructed on the said property and in favour of prospective purchasers.

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11. THAT, the OWNERS hereby convey that said entire property is free from all encumbrances, claims, liens, demands, taxes, non-agricultural assessment etc. and they have got absolute power and authority to enter into this Agreement of Development and to sell the constructed premises in the proposed building. It is further made clear that the said property is neither mortgaged nor the OWNERS have entered in to any agreement for Sale and/or Development with any one else except with the present DEVELOPER. In case the prospective purchaser and/or the DEVELOPER find anything wrong with the title or other things related to the said property, the OWNERS shall be fully responsible to make good of all such losses or damages suffered and expenses incurred by the DEVELOPER or the prospective purchasers.

12. THAT, the OWNERS shall obtain all other necessary permission from any Appropriate Authority if required at their own cost and risk before the execution of the Sale Deeds as and when desired by the DEVELOPER and shall keep them informed in writting about the same before actual execution of Sale Deeds of constructed premises to be developed by the DEVELOPER.

13. THAT, the name of scheme shall be REYANSH and the OWNERS have given expressed permission to the DEVELOPER to affix its boards free of cost and also to advertise the scheme in news papers or periodicals at the cost and risk of the DEVELOPER for which the OWNERS shall not raise any objection at any time.

14. THAT, all the expenses, deposits required to be made and any other charges for obtaining water, drainage, electricity connection to the property shall be borne by the DEVELOPER but the OWNERS shall sign all the necessary papers required to be signed in this connection and shall co-operate the DEVELOPER to obtain the connections thereof.

15. THAT, the OWNERS if required agrees to execute Agreement to Sell and Sale Deed of the undivided share and interest in plot and/or constructed Flats, Apartments, builtup spaces etc. in favour of prospective purchaser(s), to execute any triparties agreement, documents or other writtings as may be considered necessary to convey and transfer plots in the said scheme which shall be owned by the DEVELOPER or its nominees, at the cost and expenditure of the DEVELOPER or it's prospective purchasers.

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16. It is hereby agreed and understood by and between the parties hereto that all costs, expenses and outgoings including but not limited to property taxes, service taxes, VAT, GST and all other taxes, cesses, assessments, dues and duties payable to government, public bodies and local authorities, service charges, electricity and water taxes and charges, insurance premium, housekeeping, watch and ward and security, electrical and maintenance in respect of the said property from the date hereof till the completion of the development work shall be borne and paid by the DEVELOPER alone.

17. The OWNER confirm that the DEVELOPER is entitled to develop the said property and to construct building or buildings on the said property and to sell flats / Apartments and other premises in proposed building or building either on ownership basis as the DEVELOPER may desire or deem fit and to receive consideration and to appropriate the same without being liable to account for the same to the OWNER. The DEVELOPER shall on completion of the buildings on the said property shall be entitled to hand over and give possession of the Flats to the prospective purchases of such flats and others premises. It is hereby further agreed that the DEVELOPER alone shall be liable for the observance and performance of the terms and conditions of the agreements for sale of the said premises and the DEVELOPER shall at all times indemnify and keep identifies the OWNER against all actions, suits and proceedings out of said agreements for sale PROVIDED HOWEVER the OWNER shall, as required by provisions of Real Estate (Regulation and Development) Act, 2016 & Maharashtra Apartment Ownership Act, 1970.

18. The DEVELOPER shall be entitled to mortgage the said property and the buildings and structures proposed to be constructed on the said property save and expect the OWNER constructed area under the development scheme of the said property or project finance or construction funding or inventory funding or term loan or cash credit to any bank or financial institution to raise any finance for the development of the said property. It is specifically agreed that such loan or advances taken by the DEVELOPER shall be repaid by the DEVELOPER alone without any financial or any other liability to the end of the OWNER. The DEVELOPER hereby agrees and undertakes to indemnify and keep save and indemnified the OWNER from or against any liability attaching on the OWNER as a result of the DEVELOPER failing to repay any amounts received by them as loan or advances from such bank or financial institutions.

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19. In case any dispute arises between the Parties with regard to any matter connected with the development of the proposed Lay out or incidental thereto or with regard to taking of accounts during the continuation of the scheme, with regard to interpretations of terms and conditions of this Agreement or understanding between the Parties or any matter connected therewith or incidental thereto then the same shall be referred to the Sole Arbitrator to be appointed by the mutual consent of all the Parties and the decisions of the Arbitrator so appointed shall be final and binding on all the Parties.

20. That all expenses on account of preparation of this Agreement including the cost of Stamp Duty and Registration Fees as per Article 5 (g-a) of Schedule 1 of The Bombay Stamp Act, 1958 have been borne and paid by the DEVELOPER.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold land bearing Plot No. 86, admeasuring about 873.93 Sq. Mtrs. i.e. 9407.003 Sq. Ft. (as per City Survey Records 873.40 Sq. Mtrs.) in Central Road Section III Scheme of Nagpur Improvement Trust, Lakadganj Lay Out, Circle No. 11/16, Division 3, bearing City Survey No. 213, Sheet No. 177, Mauza : NAGPUR, bearing Municipal House No. 53, 53/A, 53/1, 53/B, 53/A/1, 53/B/1, Ward No. 23, situated at Lakadganj, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District : Nagpur and the entire property is bounded as under :

ON THE NORTH	:	ROAD
ON THE EAST	:	PLOT NO. 81
ON THE WEST	:	ROAD
ON THE SOUTH	:	PLOT NO. 85

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IN WITNESES WHEREOF THE OWNERS AND THE DEVELOPER have hereto set their respective hands and assign this AGREEMENT TO SELL at Nagpur, on the day first here-in-above written after understanding the contents in their vernacular language in presence of attesting witnesses.

Drafted by Dwivedi & Khedkar Advocates, Nagpur

WITNESSES :



01



SHRI KISHOR D. PATEL
FOR HIMSELF AND AS
CONSTITUTED ATTORNEY ON
BEHALF OF OTHER CO-OWNERS
OWNERS

02.

FOR M/S SAPPHIRE INFRAVENTURES



SHRI JANAK K. PATEL
Partner
DEVELOPER

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विकसन करारनामा , ADJ case no. १४४/२०२२

सादर :-

विषय : मूल्यांकन अहवाल

मौजा – नागपूर , तहसिल – नागपूर शहर , जि. नागपूर , शिट क्र. १७७ , न.भू.क्र. २१३, भूखंड क्र. ८६

प्रकरणी दस्तऐवजानुसार उपलब्ध माहिती :-

१) लिहून देणार – श्री. नरशी देवसी पटेल व इतर ८

२) लिहून घेणार – मे. साकायर इन्फ्राडेव्हलपर्स तर्फे श्री. जानक किशोर पटेल

३) लिहून घेणारा पक्ष संस्था / कंपनी आहे काय - होय (डेव्हलपर्स)

४) दस्ताचा प्रकार - विकसन करारनामा (बांधकाम क्षेत्र विभागणी)

५) दस्त निष्पादित आहे/नाही? - नाही.

६) दस्तातील एकूण भूखंड क्षेत्रफळ - ८७३.९३ चौ.मी.

७) कॉर्नर भूखंड आहे काय? - नाही

८) हायवे सन्मुख आहे काय? - नाही

९) दस्तात दर्शविलेला मोबदला - निरंक

१०) विकसन करारनामानुसार

जमीन मालकाचा हिस्सा – **cash payment – Rs.८०,००,०००/-**

११) विकसन करारनामानुसार विकसक जमीन मालकाला देत असलेले बांधकाम क्षेत्र –

२४६.९०३ + २६९.०२ + २४६.९०३ = ७६२.८२६ sq.mt.

१२) डिपॉझिट रक्कम नमूद आहे काय? – नाही

१३) विकसक जमीन मालकाला किराया रक्कम देणार आहे काय? - नाही

१४) वरील व्यतिरीक्त दस्तात नमूद बाबी –

१५) **As per sanctioned plan attached**

Total Built up proposed = **२७९४.५२० sq.mt.**

१६) **वर्ष २०२२-२३ चे बाजार मुल्यदर तक्त्यानुसार –**

मुल्य विभाग क्र. १.६६/१७७, जमीन दर – ३१,८३०/- प्र.चौ.मी., पृष्ठ क्र. – १०३

१७) विकास योजना / प्रादेशिक योजना प्रस्ताव, आजुबाजुचा अनुज्ञेय वापर, मिळकत रस्त्यापासून अंतर्गत / रस्त्या सन्मुख आहे/नाही?, झोन / आरक्षण / बिनशेती / शेती अगर ना विकास –

१८) बाजार मुल्यदर तक्त्यातील दरानुसार **अंमलबजावणी सूचना ३२** चे अनुषंगाने होणारे मुल्यांकन आकडेवारी -

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(अ) जमीन मालकास मिळणा-या हिश्श्याचे मुल्य -

१) जमीन मालकाच्या हिश्याच्या बांधकाम क्षेत्राचे बांधकाम दरानुसार येणारे मुल्य
= ७६२.८२६ * २६६२० = २,०३,०६,४२९/-

२) मोबदला – ८०,००,०००/-

३) जमीन मालकाच्या क्षेत्राकरीता लागणारा FSI खर्च – (७६२.८२६/२७९४.५२०) * ८०,९४,६११ = २७.२९ % * ८०,९४,६११ = २२,०९,०२०/-

४) विकास शुल्क = ३४,५४,०२७/-

एकुण रुपये – ३,३९,६९,४७६/-

(ब) विकसनकर्त्यास मिळणा-या हिश्श्याचे मुल्य –

Total Built up area – **२७९४.५२० sq.mt.**

विकसनकर्त्यांच्या हिश्याचे बांधकाम क्षेत्र = २७९४.५२० – ७६२.८२६ = **२०३१.६९४ sq.mt.**

जमीन दर – ३१,८३० /- प्र.चौ.मी.

मुल्य – २०३१.६९४ * ३१८३० = **६,४६,६८,८२१/-**

वजा FSI मुल्य = ४८,५६,४६१ + ३२,३८,१५० = **८०,९४,६११/-**

एकुण मुल्य = /- ५,६५,७४,२१०/-

विकसन करारनाम्यात निश्चित होत असलेले एकूण मुल्य रुपये – ५,६५,७४,२१०/-

(अ) व (ब) यापैकी जास्तीचे मुल्य – (ब)

मान्य / अमान्य

सहाय्यक नगर रचनाकार

दिनांक – २३/०१/२०२३

सह जिल्हा निबंधक वर्ग-१
नागपूर शहर

टिप - प्रकरणी building plan sanctionrd असुन दस्तात तसा उल्लेख आहे. तसेच additional FSI ला लागलेला खर्च्याच्या पावत्या संलग्न आहेत.त्यानुसार १) Metro FSI चा खर्च – Rs. ४८,५६,४६१/- २) Ancillary FSI चा खर्च – Rs. ३२,३८,१५०/- . ३) विकास शुल्क – Rs. ३४,५४,०२७/- . तसेच सदर मुल्य मालकाच्या बांधकाम क्षेत्रानुसार व एकून बांधकाम क्षेत्रनुसार proportionately मालकाच्या हिश्श्यात add केले आहे. पार्किंग जागा – १२.५ sq.mt.per car + २.० sq.mt. per two wheeler

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९८ | ५२

CHALLAN
MTR Form Number-6

MH015070180202223E	BARCODE	Date 09/02/2023-14:31:48	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Payment of Stamp Duty in Adjudication Case Stamp Duty in Adjudication Case	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AELFS9137B
Office Name	NPJ1_JT DISTRICT REGI NAGPUR URBAN	Full Name	SAPPHIRE INFRAVENTURES
Location	NAGPUR		
Year	2022-2023 One Time	Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0051701 Stamp Duty	2828725.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		PAN2=AAOPP5328A~SecondPartyName=SHRI NARSHI DEOSI PATEL AND OTHERS~AdjudicationCaseNo.=144/2022	
	28,28,725.00	Amount In Words	Twenty Eight Lakh Twenty Eight Thousand Seven Hundred Twenty Five Rupees Only

DEFACED 2828725.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572023020954375	CKW1320152
Bank Name		Bank Date	RBI Date	09/02/2023-02:32:58	10/02/2023
Bank Name		Bank-Branch		STATE BANK OF INDIA	
Bank Branch		Scroll No. , Date		41 , 10/02/2023	

Department ID : Mobile No. : 9373103103

Note:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर 'टाइप ऑफ पेमेंट' मध्ये नमुद कारणासाठीच लागु आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तासाठी लागु नाही.

Challan Defaced Details

No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
		00075617872022223	13/02/2023-15:00:33	IGR377	2828725.00
			Total Defacement Amount		28,28,725.00

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Print Date 13-02-2023 03:00:38

