



Monday, July 18, 2016  
10:32 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2844 दिनांक: 18/07/2016

गावाचे नाव: मलकापुर

दस्तऐवजाचा अनुक्रमांक: मलक-2034-2016

दस्तऐवजाचा प्रकार: डेव्हलपमेंट ऑग्रीमेंट

सादर करणाऱ्याचे नाव: व्यंकटेश्वरा डेव्हलपर्स तर्फे पार्टनर श्री. संदेश सुभाषचंद चोरडीया

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 340.00

पृष्ठांची संख्या: 17

मुळदस्त परत केला.

एकूण:

रु. 30340.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

10:49 AM ह्या वेळेस मिळेल.

Sub Registrar Malakapur

वाजार मूल्य: रु. 6057000/-

मोबदला रु. 6100000/-

भरलेले मुद्रांक शुल्क: रु. 244000/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002657270201617E दिनांक: 18/07/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 340/-



CHALLAN  
MTR Form Number-6

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|--------------------------|-----------------------------------|---------------------|-----------|---------------------------|----------------------------------------------------------------------|---------------------------------|---------|----------|---|---|
| GRN                      | MH002557270201617E                | BARCODE             |           |                           | Date                                                                 | 14/07/2016-09:18:06             | Form ID | 55(A)(2) |   |   |
| Department               | Inspector General Of Registration |                     |           |                           | Payer Details                                                        |                                 |         |          |   |   |
| Type of Payment          | Stamp Duty                        |                     |           |                           | TAX ID (If Any)                                                      |                                 |         |          |   |   |
|                          | Registration Fee                  |                     |           |                           | PAN No. (If Applicable)                                              |                                 |         |          |   |   |
| Office Name              | MLK MALKAPUR SUB REGISTRAR        |                     |           |                           | Full Name                                                            | Vyankateshwara Associates       |         |          |   |   |
| Location                 | BULDHANA                          |                     |           |                           | Flat/Block No.                                                       | Plot No 227 S No 188/3          |         |          |   |   |
| Year                     | 2016-2017 One Time                |                     |           |                           | Premises/Building                                                    |                                 |         |          |   |   |
| Account Head Details     |                                   | Amount In Rs.       |           | Road/Street               | Telephone Colony Road                                                |                                 |         |          |   |   |
| 0030048401               | Stamp Duty                        | 244000.00           |           | Area/Locality             | MALKAPUR                                                             |                                 |         |          |   |   |
| 0030053301               | Registration Fee                  | 30000.00            |           | Town/City/District        |                                                                      |                                 |         |          |   |   |
|                          |                                   |                     |           | PIN                       | 4                                                                    | 4                               | 3       | 1        | 0 | 1 |
|                          |                                   |                     |           | Remarks (If Any)          | SecondPartyName=Shri Prabhakar Nivr<br>utli Patil--Marketval=6100000 |                                 |         |          |   |   |
|                          |                                   |                     |           | Amount In                 | Two Lakh Seventy Four Thousand Rupees Only                           |                                 |         |          |   |   |
| Total                    |                                   |                     | 274000.00 | Words                     |                                                                      |                                 |         |          |   |   |
| Payment Details          |                                   | STATE BANK OF INDIA |           | FOR USE IN RECEIVING BANK |                                                                      |                                 |         |          |   |   |
| Cheque-DD Details        |                                   |                     |           | Bank CIN                  | REF No                                                               | 00040572016071467723 IKB7739729 |         |          |   |   |
| Cheque/DD No             |                                   |                     |           | Date                      | 14/07/2016-09:18:41                                                  |                                 |         |          |   |   |
| Name of Bank             |                                   |                     |           | Bank-Branch               | STATE BANK OF INDIA                                                  |                                 |         |          |   |   |
| Name of Branch           |                                   |                     |           | Scroll No. Date           | Not Verified with Scroll                                             |                                 |         |          |   |   |
| Mobile No. Not Available |                                   |                     |           |                           |                                                                      |                                 |         |          |   |   |



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**AGREEMENT OF DEVELOPMENT AND SALE**  
**FOR RS.61,00,000/-ONLY**  
**(RUPEES Sixty One lacs ONLY)**  
**MARKET VALUE RS. 60,57,000/- ONLY**

**THIS AGREEMENT OF DEVELOPMENT AND SALE** is made on this 12 Day of JULY, 2016 **BETWEEN :**

**SHRI. PRABHAKAR S/o NIVRUTTI DESHMUKH**, Aged about 70 Years, Occupation - Agriculturist, Resident of Datala, Tq. Malkapur, District - BULDHANA, 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.** {PAN - \_\_\_\_\_}

**AND**

**M/s. VYANKATESHWARA ASSOCIATES Malkapur**, A Partnership Firm, having its Office at Harikiran Society, Malkapur and acting through its **Authorised Partners - (1)VYANKATESHWARA DEVELOPERS** a partnership firm acting through its authorized partner **SHRI. SANDESH S/o SUBHASH CHORDIYA**, Aged about 37 Years, Occupation - Business, Resident of Plot No. 48B, Harikiran Society, Malkapur-443101, Tq. Malkapur, District - BULDHANA, **(2) SHRI. BABANRAO S/o DONGUJI PATIL**, Aged about 65 Years, Occupation - Farmer, Resident of Anand society, Malkapur-443101, Tq. Malkapur, District - BULDHANA, hereinafter called the **DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and it's **PARTNERS**, as well as their respective legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

**WHEREAS**, ALL THAT piece and parcel of land bearing **Plot No. 227 (Eastern Portion)**, containing by admeasurement of about **408.86 Sq. Mtrs., (OR 4401 Sq. Ft.)** out of total plot admeasuring 8750 Sq. Ft., situated at **MOUZA - MALKAPUR**, being a part and parcel of Field Survey No. 188/3, within the limit of **Nagar Parishad Malkapur**, T. P. Scheme No. 1, in Tq. Malkapur, District - BULDHANA, belongs to Shri. Prabhakar Nivrutti Deshmukh, the Owner named hereinabove, having purchased the same by

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him from Shri. Janardhan Vishwanath Patil & Shri. Bhaskar Vishwanath Patil, by a Sale Deed Dated 5/9/1997, which is duly registered in the Office of the Joint Sub-Registrar, Malkapur, in Book No. 1, at Sr. No. 1817 on 11/9/1997; AND



**WHEREAS**, in the like manner, ALL THAT piece and parcel of land bearing **Plot No. 227 (Western Portion)**, containing by admeasurement of about **404.03 Sq. Mtrs., (OR 4349 Sq. Ft.)** out of total plot admeasuring 8750 Sq. Ft., situated at **MOUZA - MALKAPUR**, being a part and parcel of Field Survey No. 188/3, within the limit of Nagar Parishad Malkapur, T.P. Scheme No. 1, in Tq. Malkapur, District - BULDHANA, belongs to Shri. Prabhakar Nivrutti Deshmukh, the Owner named hereinabove, having purchased the same by him from Shri. Janardhan Vishwanath Patil & Shri. Bhaskar Vishwanath Patil, by a Sale Deed Dated 10/6/1998, which is duly registered in the Office of the Joint Sub-Registrar, Malkapur, in Book No. 1, at Sr. No. 1447 on 26/6/1998; AND

**WHEREAS**, as a result therefore, Shri. Prabhakar Nivrutti Deshmukh, the Owner named hereinabove named has now become an exclusive, absolute and full Owner of the aforesaid entire Plot No. 227 with heritable and transferable rights therein and accordingly his name is duly mutated in all revenue records; AND

**WHEREAS**, the aforesaid field is converted for Non-Agricultural purpose by the Order of S.D.O. Malkapur in Rev. Case No. NAP/34/MALKAPUR/14/78-79, Dated 25/4/1979; AND

**WHEREAS**, for cogent reasons and good causes the Owner has now decided to develop the aforesaid property into a **RESIDENTIAL-CUM-COMMERCIAL ESTATE** by constructing a Multistoreyed building thereon consisting of various self contained separate Apartments/Shops/Row Houses, etc., 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. The Developer is the well known and experienced builder of the City; AND

**WHEREAS**, the Owner being thus desirous of developing the said property and the Developer hereinabove named having expressed its desire 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.

**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 property comprising **ALL THAT** piece and parcel of land bearing **Plot No. 227**, containing by total admeasurement of about **812.89 Sq. Mtrs., (OR 8750 Sq. Ft.)**, situated at **MOUZA - MALKAPUR**, being a part and parcel of Field Survey No. 188/3, within the limit of Nagar Parishad Malkapur, T. P. Scheme No. 1, in Tq. Malkapur, District - BULDHANA, which is more particularly described in the Schedule hereunder written.



(2) THAT, the Owner having allowed the Developer to develop the said plot of land into Residential-cum-Commercial Estate in accordance with the proposed sanction building plan, the Developer agrees to pay total amount of **Rs. 6100000/- (Rupees sixty one lac Only) inclusive 4 Apartments** to the Owner as such the Developer shall pay the said amount of **Rs. 100000/- (Rupees one lac Only)** to the Owner in following manner :-

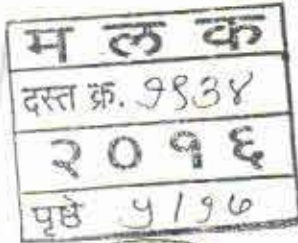
**MANNER OF PAYEMENT:-**

(A)  
Rs. 100000 (Rupees one lac) Only paid by the Developer to the Owner by Cheque No. 000069, Dated 15/07/2016, Drawn on Akola janata comm. co. op. bank ltd ,Branch- Malkapur, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Owner.

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**Rs. 100000 (RUPEES one lac ONLY)**  
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(B)  
(i) THAT, the Developer has specifically agreed to construct at its own cost Apartments & Shops on the said plot of land (subject to the plan to be sanctioned by Nagar Parishad Malkapur). That out of the said proposed Apartments & Shops, the Developer has specifically agreed to give 4 Apartments to the Owner & remaining Apartments & Shops shall sale/transfer to the prospective buyers and the same is agreed by the Owner. The proposed multistoreyed building to be

constructed on the same plot strictly in accordance with the sanction plan passed by the Competent Authority and give grant and convey the same to the Owner in completed condition within a stipulated period of 30 Months mutually agreed between the parties named hereinabove.



(ii) THAT, it is agreed between the Parties that all the expenses for the registration of Apartment Deeds and the Water Meter & Electric Meter Charges, VAT, Service Tax, any other Taxes levied by the Govt. in future etc., of the Apartments/Shops retained by the Owner OR which agreed to give to the Owner by the Developer shall borne and paid by the Owner exclusively.

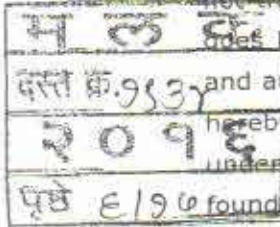
(iii) THAT, it has been specifically agreed and understood by the Owner that the Built-up Area of the Apartments/Shops to be constructed by the Developer for the Owner shall include the Built-Up Area, Area of Open and Enclosed Balconies, Area of Lobbies and share of Staircase, Lift, Passages, Open Terraces and Share in Parking Area.

- (iv) THAT, the Owner hereby further agrees and confirms that the Developer shall have full liberty and right to sale the remaining Apartments/Shops of the said building proposed to be constructed on the said plot of land to the prospective buyers. That the owner hereby further agrees and confirms that the developer shall have full liberty and right to sale remaining apartments/shops of the said scheme proposed to constructed on said plot of land to the prospective buyer.
- (v) THAT, the Owner hereby agrees and confirms that he shall pay monthly maintenance charges in respect of his Apartments/Shops retained by him to the Apartment Association regularly.

(C) THAT the permission to commence and carry on the construction of the proposed building hereby granted by the Owner is merely in the nature of a LICENSE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53 (A) of the Transfer of Property Act, 1882.

(D) THAT the Owner hereby further declares that the said property is free from easements, licenses and/or every type of other encumbrances whatsoever and that the Owner is free, competent and legally entitled to transfer the said land to the Developer for construction purpose. THAT the

Owner does hereby assure/confirm to the Developer that he has not created any mortgage, lien, attachment, appointment of receiver or order of injunction, any charge or interest over the said property and it is absolutely free from any kind of encumbrances whatsoever. The said property is also



not the subject matter of any suit or other legal proceeding. That the Owner hereby declare & confirm to the Developer that he has presently right and authority and hold a marketable, valid and good title to the said property hereby agreed to be sold for transfer of plot. That the Owner does hereby undertake to indemnify the Developer in the event of any lacuna or defect is found in the title of the said property or if the right and interest of the Developer is endangered in any manner in future. If any litigation arising relating to the said property in any time in future then in such event it shall be the sole liability and responsibility of the Owner to settle the said litigation either by due process of law or by amicable settlement and always indemnify the Developer against such litigation. The Owner assures the Developer that if any litigation shall not be settled by him, then the Owner shall solely liable and responsible for the financial transaction.



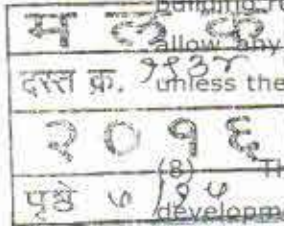
(3) THAT the Owner assures the Developer that the property hereby agreed to be sold is his separate and self acquired property belonging to him alone having purchased the same by him exclusively out of his own earning and that none except him has acquired any manner of right title and/or interest of any kind whatsoever in respect of the same.

(4) THAT the Owner has paid upto this date all dues with respect to Non-Agricultural Assessment, Cesses, Nagar Parishad Tax, and all other outgoings etc. levied on the property hereby agreed to be developed and in the event if it is discovered that there remains any arrears to be paid, the Owner undertakes to pay the same and keep the Purchaser always indemnified against such payments.

(5) THAT the Owner shall answer all reasonable requisitions on the title to be made by the Developer and shall establish good, valid and marketable title to the property hereby agreed to be sold/developed. The Owner has today handed over to the Developer relevant documents of title in respect of the aforesaid property.

(6) THAT the property hereby agreed to be developed and 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.

(7) THAT the Developer shall carry out the construction in accordance with the sanction plan. All the same, the entire responsibility of construction and liabilities arising out of the construction activities due to any infringement of building rules, regulation and byelaws shall rest solely upon Developer. Further Developer being employer of the various laborers, masons, electrician etc., the liabilities arising out of any claims for compensation by the workmen shall rest upon it and the owner will not be responsible for violation of building rule and regulation committed by developer. The developer shall not allow any flat purchaser to occupy the flat agreed to be purchase by them unless the possession of flat to be allotted to the owner is given to the owner.



(8) THAT the Developer shall be responsible to pay betterment charges, development charges, building permission charges from its own contribution. That the Developer is liable & responsible to provide drainage, water line, boundary wall and the entire infrastructure, amenities to the Housing Project to be constructed on the said plot of land. All expenses for amenities & infrastructure shall be incurred by the Developer and the necessary cooperation for the same shall be given by the Owner to the Developer from time to time.



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

(10) THAT the Developer shall have full liberty to advertise for the sale of the proposed built-up spaces together with 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 therefor and to retain and appropriate the same in it's absolute discretion. The Owner shall not be entitled to share any part of the same, nor shall he question the accountability thereof in any manner whatsoever. All such sale agreement/allotment of remaining apartments shall, however, be made by the developer at its own cost and account and at its risk, the intention being that the developer shall alone be liable and responsible to such party and parties in connection with all dealing between the developer and such party or parties. The developer shall indemnify and keep indemnified the owner from and against all actions, suits, proceedings, fine, penalties, architects fees and all cost, charges, expenses and damages incurred or suffered by the Owner in the course of such development.

(11) 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 in due consultation with the Owner and on receiving any such objection 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.

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(12) THAT the Owner does hereby allow and permit the Developer to commence, carry on and complete the construction of the proposed building upon the said land hereby agreed to be sold/developed and it shall have absolute right and full authority and power to develop the said land in accordance with the plans as may be sanctioned by the Competent Authority and also have absolute authority, power and right to retain and deal with and transfer by way of sale the various built-up spaces in the proposed building alongwith the undivided proportionate share and interest in the said land to the prospective buyers for such price as it may fix or agree upon in it's absolute discretion.

(13) THAT the Owner does hereby allow and permit the Developer to obtain/borrow the Project Finance by mortgaging the said property for the above said proposed scheme from any Financial Institute in its name. The Developer will be responsible to repay the said project loan together with interest occurred thereon and the owner at any cost shall not be responsible for repayment of such loan and interest thereon. The Owner hereby confirms that the Developer shall mortgage said property for Project Finance and the owner will to give no objection for such project loan if any required. The Developer hereby agrees that the Developer shall obtain No Objection Certificate from the concern Bank/Financial Institute before registration of Title Deed in respect of the Apartments/Shops retained by the Owner.

(14) THAT the Owner shall execute various Sale Deeds each relating to the Undivided proportionate share and interest in the said 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.

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

(16) 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, Registration Fees etc. payable thereon is borne and paid by the Developer/Prospective Buyers.

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(17) THAT the Owner will separately execute Irrevocable General Power of Attorney empowering and authorizing any person nominated by the Developer to sign, execute various Agreement to Sale, Sale Deed(s), Deed of Declaration, Apartment Deed(s), Correction Deed(s) and all other kinds of documents on his behalf in respect of remaining flats which are not retained by owner. The Owner cannot revoke the said Irrevocable General Power of Attorney in respect of this property without consent of the Developer. After demise of any, owner or developer, the registered Irrevocable General Power of Attorney shall be entitled and enforced to their nominees, legal heirs or firm and its partners. The nominee of demise owner or developer are mandatory to follow all the terms and condition of this development agreement and it is lawful for the nominees to co-operate to the Developers and according to the terms and conditions recorded in this Agreement.

(18) THAT it is mutually agreed between the parties that the Owner and the Developer shall sale their Apartments and Shops as per their share as decided between them. It is further mutually agreed between the parties that each Agreements and Sale Deeds of the Apartments and Shops of the Owner and Developer as decided between them shall be signed and executed by both the Parties named hereinabove it means without consent of each other the Owner and the Developer shall registered the Agreements and Sale Deeds of their Apartments and Shops.

(19) THAT in case the Owner fail or neglects to fulfill and observe all or any of the obligation on his part as hereinabove contained or otherwise required by the law and also to execute various Agreement to Sell, Sale Deeds, Deed of Declaration, Apartment Deed(s) 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 to get the Sale Deed(s) executed in it's favour or in favour of it's nominee(s) being the prospective buyers.

(20) THAT on registration of the Sale Deed(s) the Owner agrees to render necessary assistance in obtaining the mutation of the respective

undivided proportionate share and interest in the said land in favour of each individual prospective buyer in all relevant records.

(21) THAT the Developer also agrees to pay the Taxes as may be levied by Government of Maharashtra or Union Government on transfer of land, cost of construction and/or wages paid thereof and shall always keep the Owner indemnified against the same.

(22) THAT the Owner has permitted the Developer to procure, obtain the transferable Development Rights of respective Zone and consume the same in the proposed construction of Apartments if require. However, the cost of transferable Development Rights procuring and utilization over the said land shall be borne and paid by the Developer.

(23) THAT the Developer has agreed to complete construction of the entire project within 30 Months from the date of this Agreement. If the Developer unable to complete the construction of the schedule property within the specific period because of any unavoidable circumstances or beyond the control of the Developer, the Owner will not be responsible with Purchasers/Parties directly or indirectly if any problems arise between the prospective Purchasers and Developer regarding completion possession, quality of construction or any other grievances.

(24) THAT, if the F.S.I. in relation to the terrace area of a Multistoreyed Building proposed to be constructed on the said of land is increased at any time in the future then in such event such increased F.S.I. shall always belong to the Developer and it shall have absolute right and full authority to use and consume the same in its absolute discretion and No Owner/Apartment Owners shall object for its use by Developer in its discretion.

(25) THAT this Agreement will not be treated as Partnership between the Owner and Developer.

#### SCHEDULE REFERRED TO ABOVE

**ALL THAT** piece and parcel of land bearing **Plot No. 227**, containing by total admeasurement of about **812.89 Sq. Mtrs., (OR 8750 Sq. Ft.)**, situated at **MOUZA - MALKAPUR**, being a part and parcel of Field Survey No. 188/3, within the limit of Nagar Parishad Malkapur, T. P. Scheme No. 1, in Tq. Malkapur, District - BULDHANA and bounded as under :-

**ON THE EAST : BY PLOT NO. 228**

ON THE WEST : BY PLOT NO. 226

ON THE NORTH : BY ROAD

ON THE SOUTH : BY 10 MTRS. SERVICE LINE



IN WITNESS WHEREOF the OWNER and the DEVELOPER hereinabovenamed have hereto set their respective hands and signed this **AGREEMENT OF DEVELOPMENT AND SALE** at MALKAPUR, of their free will and accord on the day, date and year firstabove written in presence of the following attesting witnesses.



**WITNESSES :**

(1) Anant V. Patil  
At - Post Kund  
Tal - Malkapur



Prabha. N. Deshmukh  
(PRABHAKAR N. DESHMUKH)  
**OWNER**



**FOR VYANKATESHWARA ASSOCIATES**



(1) Sandesh Subhash Chordiya  
(SANDESH SUBHASH CHORDIYA)



(2) Babarrao Donguji Patil  
(BABANRAO DONGUJI PATIL)  
Authorised Partners  
**DEVELOPER**



Skyam S. Hinge  
(2) Skyam S. Hinge  
Anand Society  
Malkapur