

301/907

पावती

Original/Duplicate

Wednesday, March 02, 2016

नोंदणी क्र.: 39म

12:43 PM

Regn.: 39M

पावती क्र.: 1494 दिनांक: 02/03/2016

गावाचे नाव: भंडारा नहुल

दस्तऐवजाचा अनुक्रमांक: बडर-907-2016

दस्तऐवजाचा प्रकार: डेक्कलपमेंट अॅग्रीमेंट

सादर करणाऱ्याचे नाव: मेसर्स श्री. वाय. निखार अॅन्ड असोसिएट पॅन नंबर एएआयएफव्ही6327K तर्फे पार्टनर 1 -

विजय यादवराव निखार - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 480.00

पृष्ठांची संख्या: 24

एकूण:

रु. 580.00

DOCUMENT DELIVERED

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:03 PM ह्या वेळेस मिळेल.Sub Registrar Bhandara
सह दुय्यम निवधक वर्ग-२

बाजार मूल्य: रु. 3255000/-

मोबदला: रु. 25500000/-

भंडारा

भरलेले मुद्रांक शुल्क: रु. 100/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 480/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjusted : Old Doc.No906-2016 Amt. 30000

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महाराष्ट्र MAHARASHTRA

2014

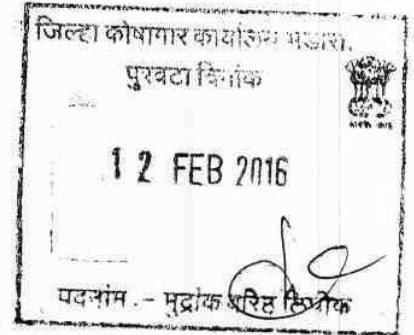
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श्री. डी. मास्के
 पुणे विभाग भंडारा
 शा. नं. ३१५२-९३
 ऑ. शा. का. - २०१००६९
 पुणे विभाग उपविभाग - फरारनामा

अनुक्रम:- १८१०३
 क्रि. नं. - १००१
 दिनांक:- २०/१२/२०१६

२

बखर	
९०६	२६९६
९	२४



DEVELOPMENT AGREEMENT

DEVELOPMENT CONSIDERATION Rs. 2,55,00,000/-
 (Rs. TWO CRORE FIFTY FIVE LAC ONLY)

MARKET VALUED AT Rs. 32,55,000/-)
 (Rs. THIRTY TWO LAC FIFTY FIVE THOUSAND ONLY)

(Covered under Column No. 1.74/38 @ 4500/- per Sq. Meters,
 Sheet No. 38, City Survey No. 31/9, Mouza Bhandara, Tahsil and District Bhandara)



जॉइंट-२ / Annexure-II

वालील सिविका प्रतिष्ठापना व्यतिरिक्त वापरण्यात येणाऱ्या मुद्रांकावर उमटका.

दस्तावेज प्रकार/अनुच्छेद क्रमांक

(Nature of document/Article No.)

दस्त बंधणीकरणार आहेत का ?

(Whether it is to be Registered)

If Registrable Name of L.R.O.

मिळकतीचे वर्णन -

(Property Description in brief)

बोबदल रक्कम

(Consideration Amount)

मुद्रांक विकत देणाऱ्याचे नाव

(Stamp of the seller's Name)

दुसऱ्या पक्षाच्या नाव

(Name of the other party)

हस्ता असल्यास नाव व पत्ता

(If through other person then Name & Address)

मुद्रांक शुल्क

(Stamp of the Government)

मुद्रांक मिळालेला आहे

(Stamp of the Registrar)

दिनांक

(Date)

स्थान

(Place)

हस्ताक्षर

(Signature)

मुद्रांक

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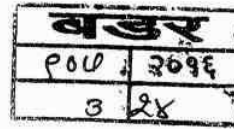
(Stamp)

मुद्रांक

(Stamp)

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2	28





(That General Power of Attorney was executed by Smt. Kamala Dalal, Shri Suresh Dalal, Shri RAJEEV Dalal and Shri Vinay Dalal in favor of Kumari Shreya Vijay Nikhar and Shri Vijay Nikhar, both Partners of M/s V. Y. Nikhar and Associates which was duly registered at Book No. 4 at Serial No. 906 on dated 02/03/2016 before the Sub-Registrar Bhandara and accordingly Stamp Duty of Rs. 12,75,000/- and Registration Fees of Rs. 30,000/- was paid thereon and hence the present document is executed on the Stamp Duty of Rs. 100/-.)

THIS DEVELOPMENT OF AGREEMENT is made and executed on this 02nd day of MARCH, 2016 at Bhandara, by and between,

01. SMT. KAMALA WD/O LAXMAN DALAL, aged about 81 years, Occupation Housewife, PAN NO. AZHPD 7448P,
02. SHRI SURESH S/o LAXMAN DALAL, aged about 60 years, Occupation Service, PAN NO. ABCPD 5538R,
03. SHRI RAJEEV S/o LAXMAN DALAL, aged about 56 years, Occupation Service, PAN NO. AAWPD 5377R,
04. SHRI VINAY S/o LAXMAN DALAL, aged about 46 years, Occupation Service, PAN NO. AIBPD 6561A,

All R/o Ram Mandir Ward, Bhandara, Tahsil- District Bhandara- 441904. here in after called as the "LAND OWNERS / PARTY NO. 1", which expression shall unless repugnant to the context or meaning thereof always mean and include the said LAND OWNERS/ PARTY NO. 1 as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART;

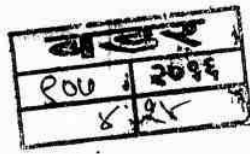
IN FAVOR OF

05. MR. VIJAY S/o YADAVRAO NIKHAR, aged about 54 years, Occupation : Business, R/o Bhandara, PARTNER of M/s V. Y. NIKHAR & ASSOCIATES, having its Registered office at Third Floor, Nikhar Bhawan, Opp. Tukdoji Putla, Main Road, Bhandara 441904, PAN CARD NO. AAIFV6327K.
06. MISS SHREYA D/o VIJAY NIKHAR, aged about 25 years, Occupation Architecture, R/o Bhandara, PARTNER of M/s V. Y. NIKHAR & ASSOCIATES, having its Registered office at Third Floor, Nikhar Bhawan, Opp. Tukdoji Putla, Main Road, Bhandara 441904, PAN CARD NO. AAIFV6327K.

both here in after called as the "DEVELOPER / PARTY NO. 2", which expression shall unless repugnant to the context or meaning thereof always mean and include the said DEVELOPER / PARTY NO. 2 as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART;

WHEREAS, the Party No. 1 are absolute CO-OWNERS of immovable property comprising of all that piece and parcel of the land bearing City Survey No. 31/9/2 admeasuring about 723.15 SQ. Mtr. i.e. 7784 SQ. Ft. situated at Sheet No. 38, Mouza Bhandara, Tahsil and District Bhandara, AND;





WHEREAS, originally, the aforesaid land being Sheet No. 38 and City Survey No. 31/9 admeasuring about 1536.30 Sq. Mtr. belonged to Shri Purshottam Jagannath Dalal, Shri Laxman Jagannath Dalal and Kishnibai Jagannath Dalal were ancestral co-owner of aforesaid property, AND;

WHEREAS, they have partitioned the aforesaid property in the year 1962 and the City Survey No. 31/9 (old) 31/9/2 (New) admeasuring about 723.15 SQ. Mtr. came in the share of Shri Laxman Dalal. After the death of Shri Laxman Dalal his legal heirs viz. Smt. Kamla Wd/o Laxman Dalal, Shri Suresh Laxman Dalal, Shri Rajeev Laxman Dalal and Shri Vinay Laxman Dalal inherited the said said property and according their names were mutated in the records of City Survey, Bhandara, AND;

WHEREAS, earlier the aforesaid land was covered under the Nazul land which was subsequently abolished by the Order of Superintendent of Land Revenue (S. L. R.), Bhandara vide no. 757 / 2010 Dated 14/03/2011, AND;

WHEREAS, now the LAND OWNERS wish to develop the said City Survey No. 31/9/2 admeasuring about 723.15 Sq. Meters into a COMMERCIAL / RESIDENTIAL ESTATE by constructing various Multistoried Buildings thereon each consisting of various Shops and self contained separate Apartments therein, AND;

WHEREAS, the Developer of the other part being interested in undertaking the work of development and sale of the aforesaid property, approached the landowner with a proposal to undertake the development of the said property with the built up spaces thereon the terms and conditions as may be agreed, AND;

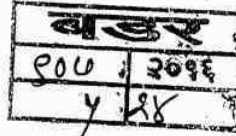
WHEREAS, the landowner having considered the genuineness of the proposal put forth by the Developer, on elaborate discussion and negotiation, the Landowner agreed to entrust the said property for Development and Sale to the Developer on terms and conditions produced here under, AND;

NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT BETWEEN

THE PARTIES WITNESSES AS UNDER:-

1. THAT the LAND OWNERS do hereby allow and permit the DEVELOPER to DEVELOP and the DEVELOPER does hereby agree to develop all that piece and parcel of the land bearing all that piece and parcel of the land bearing City Survey No. 31/9/2 admeasuring about 723.15 SQ. Mtr. i.e. 7784 SQ. Ft. situated at Sheet No. 38, Mouza Bhandara, Tahsil and District Bhandara and more particularly described in the Schedule here under written.
2. That the LAND OWNERS do hereby assure the Developer that they holds and possess free hold right, title, interest and possession over the land described in the schedule here under as absolute owners and as such they are legally entitled and authorised to entrust the said property to the developer of the other part for Development by obtaining No Objection Certificate and sanctioned map for construction purpose from concern Town planning department thereon comprising of various plots contained for residential / commercial purpose.





3. That the LAND OWNERS do hereby entrust to the Developer all that piece and parcel of said property described in detail in the schedule here under for development along with all the rights, easement and privilege annexed thereto for developing the said property into a Residential purpose comprising of various residential Apartments on the said property with the undivided share and interest in the said plot of lands on such terms and conditions as may appear to the developer to be reasonable and proper.

4. That, the Landowner will give the possession of the said property to the Builders / Developers at the time of execution of this Development Agreement.

5. That in consideration of the Landowner allowing the developer to Develop the said property and to the developed plots thereon together with undivided proportionate share and interest in the land as a whole on in parts, the Developer agreed to pay to the LAND OWNERS an owner an amount of total consideration payable to Kamala Laxman Dalal of Rs. 45,00,000/-, Shri Suresh Laxman Dalal of Rs. 70,00,000/-, Shri Rajeev Laxman Dalal of Rs. 70,00,000/- and Shri Vinay Laxman Dalal of Rs. 70,00,000/-, thus total consideration of Rs. 2,55,00,000/- (Rs. Two Crore Fifty Five Lac Only) in the manner appearing here under:-

MANNER OF PAYMENT

Consideration paid to Smt. Kamala Laxman Dalal:	
Rs. 5,00,000/-	(Rs. Five Lac only) paid by the Developer to the owner by Cheque No. 35581 on dated 16/10/15 of Union Bank of India, at Bhandara.
Rs. 15,00,000/-	(Rs. Fifteen Lac only) paid by the Developer to the owner by Cheque No. 35589 on dated 15/12/15 of Union Bank of India, at Bhandara.
Rs. 10,00,000/-	(Rs. Ten Lac only) paid by the Developer to the owner by Cheque No. 35594 on dated 16/01/16 of Union Bank of India, at Bhandara.
Rs. 10,00,000/-	(Rs. Fifteen Lac only) paid by the Developer to the owner by Cheque No. 015763 on dated 18/02/16 of Union Bank of India, at Bhandara.
Rs. 2,45,000/-	(Rs. Two Lac Forty-five Thousand only) paid by the Developer to the owner by Cheque No. 038312 on dated 02/03/2016 of Union Bank of India, at Bhandara
Rs. 2,10,000/-	(Rs. Two Lac Ten Thousand only) paid by the Developer to the owner by Cheque No. 038313 on dated 15/05/2016 of Union Bank of India, at Bhandara
Rs. 45,000/-	(Rs. Forty Five Thousand only) Deducted on TDS 1% against 45,00,000/- by the Developer which is payable to the Land Owners and shall be adjusted within consideration.
Rs. 45,00,000/-	(Rs. Forty Five Lac Only)

