



Saturday, October 15, 2011

2:14:05 PM

Original

नॉदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8232

दिनांक 15/10/2011

गावाचे नाव वडेगो कोल्हाटी

दस्तावेजाचा अनुक्रमांक आगम 5 07799 2011

दस्ता वेजाचा प्रकार करारनामा किंवा याचे उद्दिष्ट किंवा करार संक्षेपलेख



सादर करणाराचे नाव: श्री देवानंद चरण कोठगिरे (HUF) - -

नॉदणी फी मूळ (दस्त/परत) केल :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), :- 420.00
रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (21)

एकूण रु. 30420.00

मूळ (दस्त/परत) केल

आपणास हा दस्त अंदाजे 2:28PM ह्या वेळेस मिळेल

दुय्यम निबंधक
औरंगाबाद 5

बाजार मुल्य: 4890000 रु. मोबदला: 4000000 रु.

भरलेले मुद्रांक शुल्क: 146700 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि अकोला अर्बन को ऑप बँक लि ;

डीडी/घनाकर्ष क्रमांक: 028850; रक्कम: 30000 रु.; दिनांक: 14/10/2011



सत्यमेव जयते

INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

Issued by :
Stock Holding Corporation of India Ltd.
Location : SHCIL, AURANGABAD
Signature :
Details can be verified at www.shcilestamp.com

Certificate No.	: IN-MH04703708899502J
Certificate Issued Date	: 14-08-2019 03:27 PM
Account Reference	: SHCIL (E) mha G101, AURANGABAD/ MH-ARG
Unique Doc. Reference	: SOBIN-MH-MH-REG-ED0705062079924353J
Purchased by	: CHINABE PRADIP
Description of Document	: Article 510-511 (a) Sale Agreement
Property Description	: DEVELOPMENT AGREEMENT OF LAND AREA 4 ACRE 16.25 GUNTHA GUT NO 52/2 AT WADGAON (K) ABAD G.V 48,90,000
Consideration Price (Rs.)	: 40,00,000/- (Forty Lakh only)
First Party	: DEVANAND NARAYAN KOTGIRE
Second Party	: CITY MANGAL CONSTRUCTIONS
Stamp Duty Paid By	: DEVANAND NARAYAN KOTGIRE
Stamp Duty Amount(Rs.)	: 1,46,700 (One Lakh Forty Six Thousand Seven Hundred only)



Please write or type below this line.....



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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com".

Stamp Duty Purchased By		Peranand N. Kothgire		Stamp Duty Paid by		1st ☐ 2nd Party ☐	
Stamp Duty Amount		Rs. 146700/-		Type of Payment ☐ Cash ☐ Cheque ☐ RTGS ☐ Account		Pay-Order ☐ NEFT ☐	
Cheque/ DD/ PO/ UTR/ REF/ Account No.				Date		14/10/2011	
Bank Name							
Counter Signature with Seal							



Zone No. 9.1
Rate : Rs.450/- per Sq. M.

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed today on this
15 October, 2011, BETWEEN

M/s. City Mangal Cosntructions,
A partnership firm, having it's
Office at 1, "Shardanand" Ajab Nagar,
Aurangabad.
Through : It's Partners

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1. Deepak s/o Govindlal Kothari,
Age : 42 years, Occup.: Business,
R/o. : 2, Dwarkapuri, Railway Station
Road, Aurangabad.

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2. Pravin s/o Gangabishan Sikchi,
Age : 52 years, Occup.: Business,
R/o. : Surana Nagar, Behind Guru Nanak
Petrol Pump, Jalna Road, Aurangabad.

(Hereinafter called as "Owners", which expression shall mean and include all the present and future partners of the firm, their heirs, successors, legal representatives, executors, administrators and assignees)

IN FAVOUR OF

Devanand s/o Narayanrao Kotgire(HUF)
Pan No. AAGHD5260D
Age : 45 years, Occup.:Business,
R/o. : Priyanka Apartment,
Khinvasara Park, Garkheda,
Aurangabad.

(Hereinafter called as Developer/Builder, which expression shall mean and include all the present and future partners of the firm, their heirs, successors, assignees)

WHEREAS, the property land Gut No. 52/2, totally admeasuring 11 Hector 47 R (28 Acres 14 Guntha) (including Potkharab of 6 R.), L.Rs. 10.59 Paise, to the extent of 3 Hector 52.5 R., i.e. 8 Acres 32.50 Gunthas, situated village Wadgaon Kolhati, Tq. & Dist. Aurangabad, was owned and possessed by the Owners and they purchased the same under the registered sale-deed dated 24.10.2010, and at that time, the Owner Firm was consists of Nakul Satyanarayan Chandak, Abhishek Jugalkishor Tapadia and Shrigopal Madanlal Soni, as its partners.

AND WHEREAS, under the Deed of Admission-cum-Retirement of Partnership Deed, dated 01/09/2011, Abhishek Jugalkishor Tapadia and Shrigopal Madanlal Soni, retired from the partnership firm and Deepak Kothari and Pravin Sikchi came to be admitted in the said firm.

AND WHEREAS, the Owner found it difficult to develop the said land by itself and therefore, they are planed to sale 50% Eastern Portion of the said land in respect of which the sale-deed is being executed separately and the Owner also decided to develop the remaining Western Portion and therefore, they approached the Developer and requested to develop the said Eastern Portion admeasuring 1 Hector 76.25 R., i.e. 4 Acres 16.25 Gunthas, which is specifically described in Schedule "A" hereunder and Developer accepted the proposal of Owner on the following terms and conditions



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- 1) That the Owner hereby undertakes that the property under development is free from all types of encumbrances and it is having absolute title of the same.
- 2) That, Owner hereby undertake that the property under development is free from all types of encumbrances and it is not subject to any mortgage, charge or lien of any financial institution, State Government or private party, nor, it is subject to any litigation in any Court.
- 3) That, the Owner undertakes that if any defect in respect of title, possession or boundaries in respect of land under development is found, it will compensate the Developer for all losses sustained by it, due to such defect, including therein the expenses incurred for development of land or loss of reputation of the Developer.
- 4) That, the developer shall carry on the construction of the buildings strictly in accordance with the building permission granted by the Town Planning Authority/ CIDCO and it shall not cause any deviation from the said construction permission. If any deviation is caused by the Developer while carrying on the construction, it will be the totally at the risk and responsibility of the Developer and if any taken by the Town Planning Authority for such deviation and the Developer will have to suffer the consequences, including deposit of penalty amount.
- 5) That, the builder will have to carry out the development of the property and construct building at its own costs, risks and responsibilities. But however, in consideration of permission granted by the owners to the builder/developer for development of the property, the builder will pay and Owner will retain 40.5% sale consideration of each unit or plot.
- 6) That, the Developer may deposit amount of Rs.40,00,000/- (Rs. Fourty Lacs only) with the Owner as under:

Date	Cheque No.	Amount in Rupees.	Bank Name	In Favour of
06/09/2011	000018	20,00,000/-	Kotak Mahindra Bank	Naresh Sikchi
06/09/2011	000008	20,00,000/-	Bank of Baroda	Deepak Kothari

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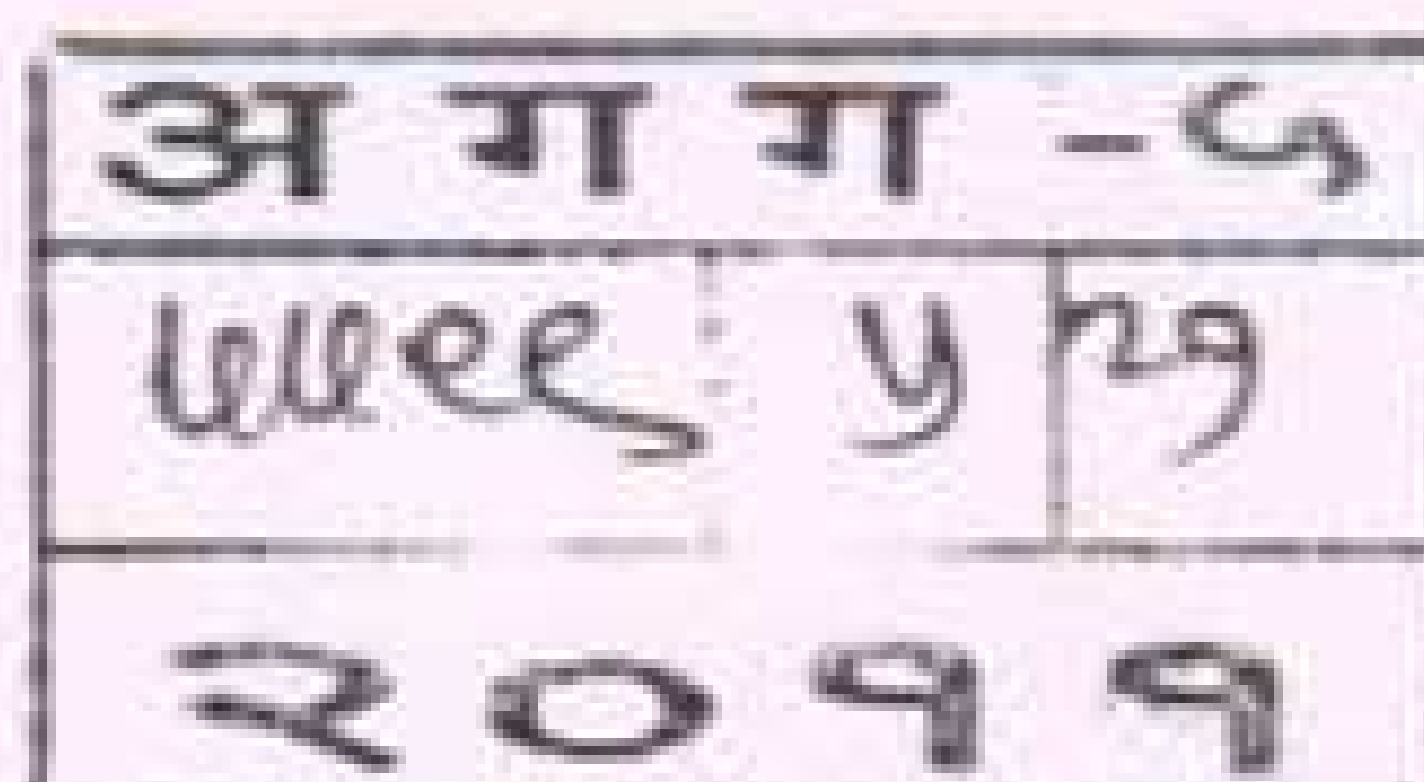
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7) That, Screw Account will be opened in any bank under the joint name of Builder and Owner and instructions will be given to the Banker for transfer of amount of sale consideration in accordance with this agreement to the account of Developer and Owner. However, out of 40.5% amount payable by the Builder to the Owner, 5% amount will be adjusted towards the refund of deposit amount, till the deposit amount of RS.40,00,000/- (Rs. Forty Lacs only) will be adjusted, and thereafter, total 40.5% of sale consideration amount will be transferred in the account of Owner.

8) That, the construction and material to be used for the construction, as well as, amenities to be provided for said construction will be in accordance with the specification given in Schedule "B" hereunder. However, if any of the unit purchaser desire to have any change in the specification or material to be used or amenities to be provided, the Builder will do so, provided that the said changes suggested by the Purchaser are permissible as per the Town Planning Rules and further provided that the Builder will be entitled to receive entire extra amount for such changes suggested by the Purchaser and Builder only will incur all the expenses for such changes suggested by the Purchaser.

9) That, the Developer is entitled to execute the agreement to sale, sale-deed with any purchaser on any terms and conditions that may be agreed upon between them and will also entitle to collect the entire consideration amount from such purchaser in respect of total construction, which will be deposited in Ascrew Account as stated above.

10) That, if the builder thinks fit, it may execute the declaration U/sec.2-A of Maharashtra Apartment Ownership Act, and submit the buildings being constructed on the property under development to the provisions of the said Act or it may form the Society of all the Purchasers and in that event, execute the agreement in favour of the Purchaser and final conveyance deed in favour of the Society of the Purchaser. But, however, it will be the total responsibility of the builder to comply with all requirement of the said Act or Maharashtra Ownership of Flats Act, as the case may be.



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11) That the builder will have to complete the development of the total property within the period of 42 months from the date of revised construction permission.

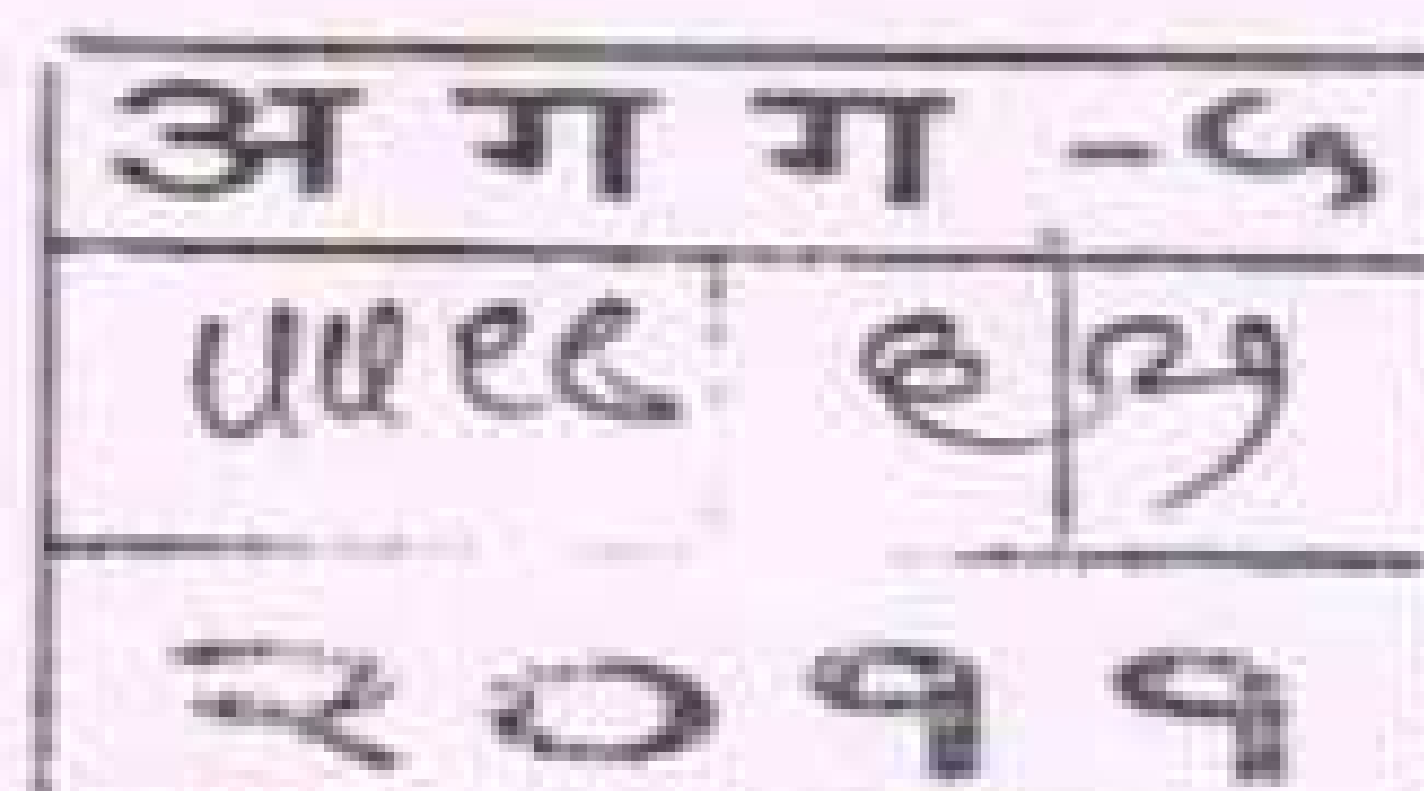
12) That the builder shall employ the services of the qualified architect and RCC Consultant for the construction of the buildings but their fees will be paid by the builder. Similarly, the developer may also obtain the services of legal adviser for the drafting of the documents either in between the owners and developer or owner, developer and purchaser, but, the expenses of such documents and fees of the advocate will be incurred and paid by the builder.

13) That the owners hereby undertake that it has already paid all the Taxes and charges of the State Government and that of local authority in respect of the land under development till the date of this Development Agreement and if any dues are found on the same, it will be paid by the Owner. However, from the date of this agreement, all such charges will be paid by the Builder.

14) That it is distinctly understood by and between the parties thereto that this agreement will be not treated as partnership deed and as such the owner will have no concern of whatsoever nature with the profit or loss incurred by the Builder in development of the property and sale of the same to the extent of share of Developer, and therefore, Owner will also not be liable for payment of any income tax to the extent of share of Owner.

15) That the parties hereto agree that in the event of any accident or damage is caused to the property or to the person such as labours, engineers, or to the property and or person of neighbours during the development of the said land, the builder shall solely be responsible to pay the compensation in that regard and the owner, shall not be responsible in any manner therefore.

16) In the event of any litigation arising between the builder and the contractors or technical experts, skilled or unskilled labours or with any person in relation to the development of the said land, the owners shall not be held responsible therefore.



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17) That, while carrying on the development of the property under development, the Builder will consume all the available F.S.I. of the property under development. But however, if the Builder desire to obtain the F.S.I. available for the area of balcony, staircase or common lobbies on payment of premium from Town Planning Authority or the Builder desire to purchase any T.D.R., from any third party, in that case, if the Owner pays the premium amount for the F.S.I. staircase, balcony etc., or for purchasing the T.D.R., the Owner will be entitled to get 40.5% consideration amount available by sale of such extra unit and if the Owner did not pay the premium amount for the purchase of T.D.R. or for having extra F.S.I., the Owner will also not be entitled for any share in sale consideration of such extra units.

18) That, the Developer may also obtain the project loan by creating the charge on the property under development and if required Owner themselves also signed all the documents demanded by the financial institutions for the same.

19) That the owners are also executing an irrevocable general power of attorney in favour of the builder and thereby authorizing the director of the developer firm to carry on the construction/development work of the land under development and to execute all the deeds for formation of association or society, to enter into the agreement to sale and to execute the agreement to sale and sale deeds in respect of the total construction.

SCHEDULE "A"

DESCRIPTION OF THE PROPERTY UNDER DEVELOPMENT

All that part and parcel of the land Gut No. 52/2, totally admeasuring 11 Hectar 47 R (28 Acres 14 Guntha) (including Potkharab of 6 R.), L.Rs. 10.59 Paisa, to the extent of 1 Hectar 76.25 R., i.e. 4 Acres 16.25 Gunthas, bounded by East : Remaining portion of land Gut No.52/2 and which is being sold by the M/s. City Mangal Constructions to M/s. Everest Realtor separately, West : Remaining portion of land Gut No.52/2, South: M.I.D.C. Land, North : 15 Meter Wide Road, situated at Kolhati, Tq. & Dist. Aurangabad.

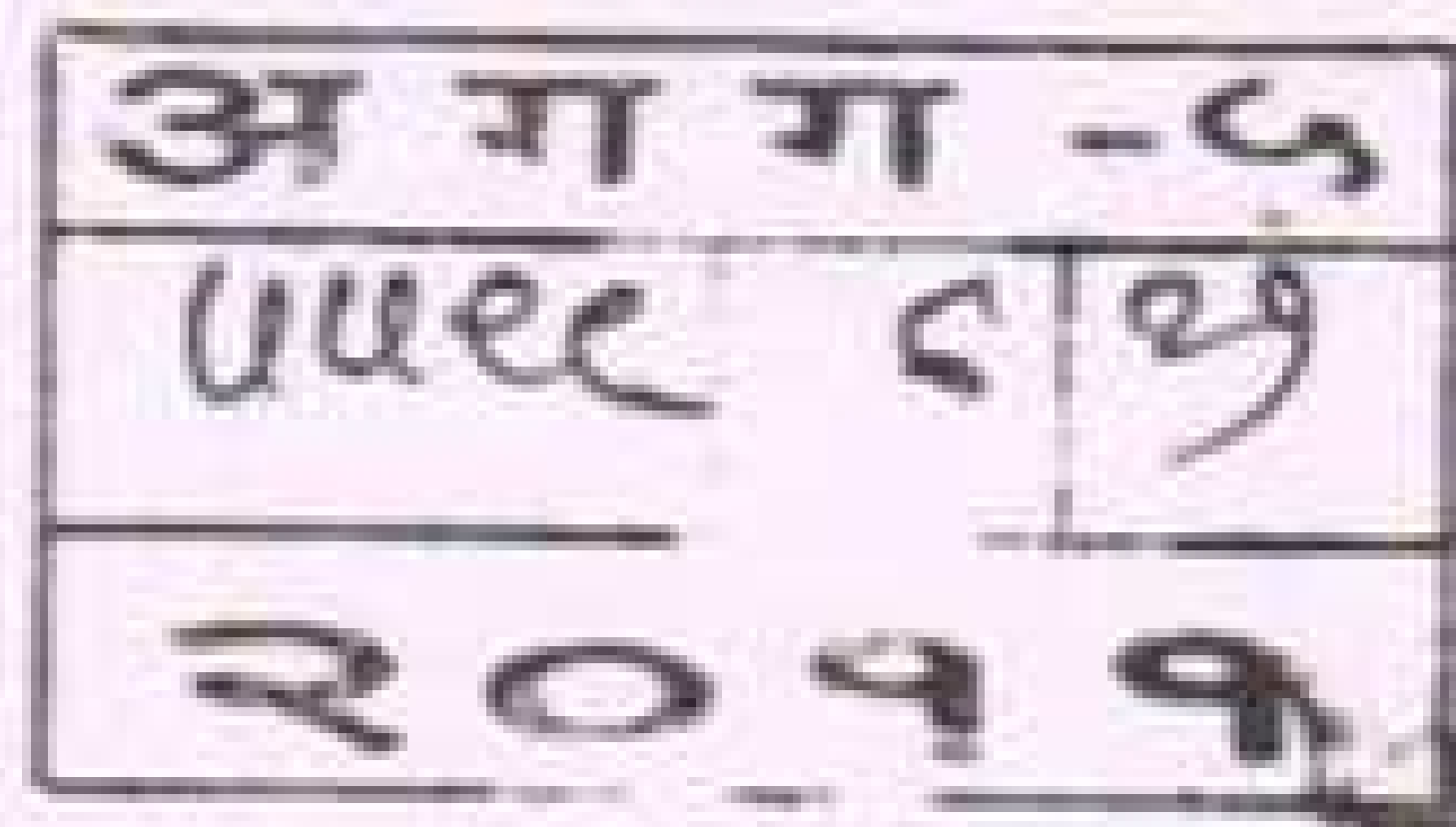


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SCHEDULE "B"
SPECIFICATION OF MATERIAL AND AMENITIES
TO BE PROVIDED FOR THE UNIT UNDER SALE.

STRUCTURE	: R.C.C. Framed Structure.
WALLS	: Outer Walls in 6" thick Brick. Inner Walls in 4" thick Brick.
DOORS	: Main Door:- Teak wood frame with Flush Door C. P. fittings. Other Doors:- Pre-cast Concrete frame with Oil painted flush type shutter with C.P. Fittings.
FLOORING	: Plain light coloured 16" x 16" Ceramic Tiles.
KITCHEN	: Green Marble kitchen platform with stainless steel sink.
GLAZED TILES	: Toilet Light Coloured/ designed tiles upto Door Height. Over Kitchen Otta up to 3 Ft. height. Kitchen Otta in Cuduppa and Green Marble Top with Stainless Still Sink.
WINDOWS	: Powder Coated Alluminium sliding windows with Oil Painted M.S. Grill.
PLUMBING	: Concealed G.I. Type with C.P.fittings.
ELECTRIFICATION	: Concealed wire fitting with 3 & 1/2 points in each room, 1 Power point each in kitchen and bath room. 1 T.V. Point each in Living and M.Bed Room.
	: Oil Bound Distemper from Interior walls and Cement Paint for Exterior walls.



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IN WITNESSETH WHEREOF THIS DEVELOPMENT AGREEMENT
IS EXECUTED TODAY ON 15 DAY OF OCTOBER, 2011, AT
AURANGABAD.

WITNESSES

[Signature]
1. Pradeep S. Chivare
Age 36 years
Pratap Nagar
Aurangabad.

[Signature]
2. Mayur Prakash Kala
Age 28 years
Occup. Business
Arihant Nagar
Aurangabad.

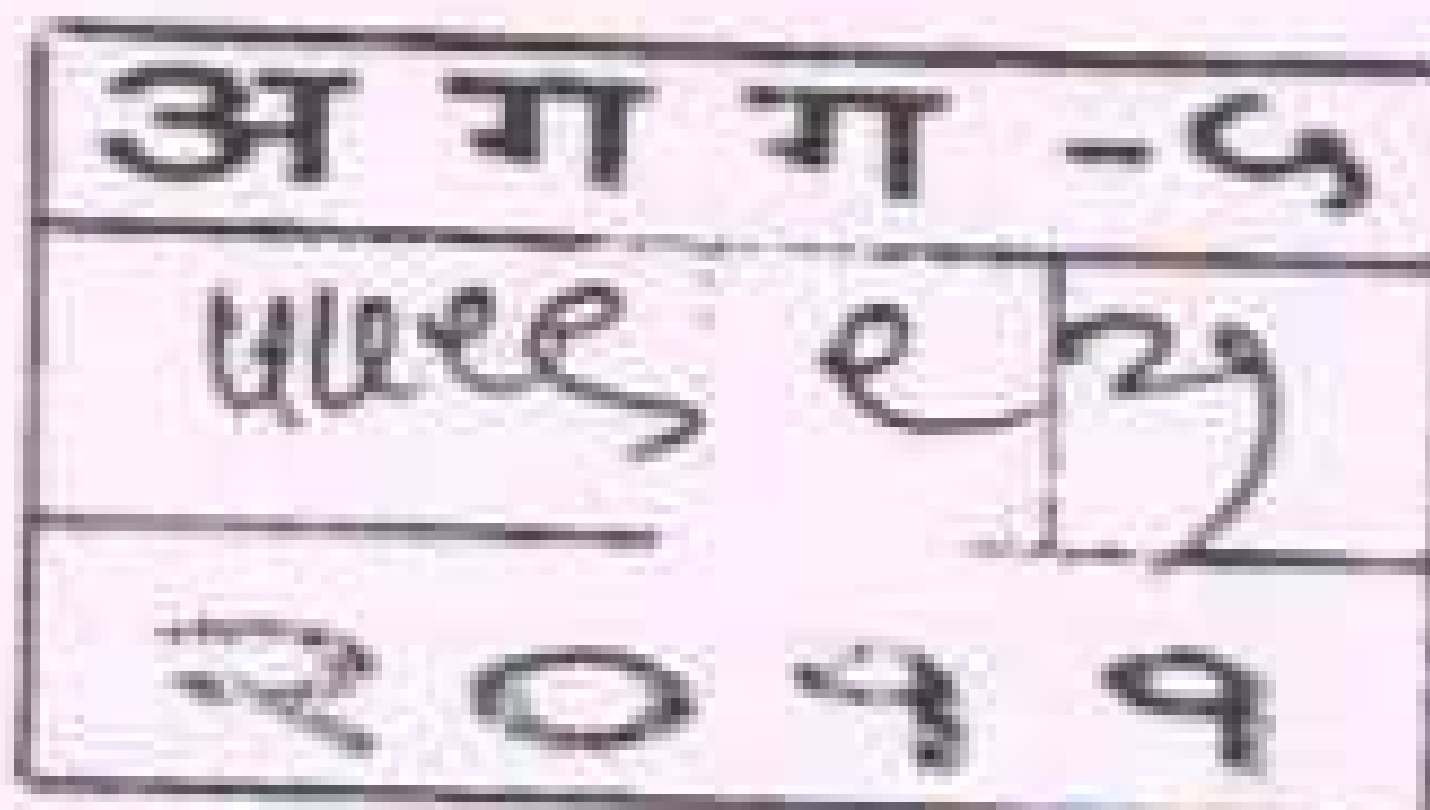
OWNER

M/s. City Mangal Cosntructions
Through : It's Partners

- [Signature]*
1. Deepak s/o Govindlal Kothari
[Signature]
2. Pravin s/o Gangabishan Sikchi

BUILDER/DEVELOPER.

[Signature]
Mr. Devanand s/o Narayanrao Kotgire (HUF)



तात्पर्य ~~संज्ञा~~

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गाव नेमना धारा

महाराष्ट्र जमीन महसूल अधिकाय अभिलेख आणी साधना

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सांख्यिका - श्रीरंगछाह

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१. महंगाष्ट जमीन महसूल अधिकार अभिलेख आणि नोंदवहद्या (तयार करणे व सुविधित ठेवणे) नियम, १९७१ यातील नियम १९।

पिकाखालील क्षेत्रांचा तपशील											लागवडीसाठी उपलब्ध नसलेली जमीन			
मिश्र पिकाखालील क्षेत्र							निर्मळ पिकाखालील क्षेत्र							
क्र.सं.	सहगाय	मिश्रणाचा संकेत	क्रमांक	जल सिंचित	अजल सिंचित	मटक पिके व प्रत्येकाखालील क्षेत्र			पिकाचे नाव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र	
						पिकाचे नाव	जल सिंचित	अजल सिंचित						
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