

Monday, August 22, 2011
4:04:08 PM

Original
पॉली 39 म.
Page 55 of 55

पावती

पावती क्र. : 8923

पावती आय महसुली

दिनांक 22/08/2011

दस्तावेजाचा अनुक्रमणिका

पावती क्र. 86599 2011

दस्तावेजाचा प्रकार

पावती क्र. 86599 2011

मूळ दस्तावेजाचा



सदर कारणाचे पावती विकसित करण्यात आले आहे. या पावतीचा तज्ज्ञास संपर्क घ्यावा.

नवीन वी	मूळ दस्तावेजाचा	:-	30000.00
नवीन वी (अ. 11(1)), पुढीलकाची नवीन वी (अ. 11(2)),		:-	280.00
नवीन वी (अ. 12) व नवीन वी (अ. 13) -> एकत्रित वी (14)			
एकूण	रु.		30280.00

आपणास हा दस्त अंदाजे 4:58PM रोजी देण्यात येत आहे.

मुख्य निबंधक
औरंगाबाद 5

पावती मूल्य: 8435000 रु. मोबदला: 8435000 रु.
भरलेले मुद्रांक मूल्य: 321750 रु.
दस्तावेजाचा प्रकार: (डीडी/पावती/पावती);
दस्तावेजाचा पावती दि. तारीख अंदाजे को. 015368; एकत्रित वी (14);
डीडी/पावती/पावती क्रमांक: 015368; एकत्रित वी (14); दिनांक: 22/08/2011

FRANKING DEPOSIT SLIP

Customer Copy

Deposit to: Aurangabad
Pay to: The Latur Urban Co-Op. Bank Ltd., Latur
STAMP FR. A/C.

Franking Value	Rs.	321750
Service Charges	Rs.	10
Total	Rs.	321760

Rupees (in words)

Name of Stamp Duty Officer: Vikas Laxman Chaudhary

Paid By: [Signature]

DD / Cheque No: 1000

Dated on: 22 AUG 2011

Drawn on Bank

(For Bank Use Only)

Trans ID

Franking St

Officer

THE LATUR URBAN CO-OP. BANK LTD., LATUR

Stamp: THE Latur Urban Co-Op. Bank Ltd. Aurangabad

LATUR URBAN CO-OP
BANK LTD.,
KHADESHWAR AT
AURANGABAD

D-5/STWV/CBL1036/05/09/1100-42/09

भारत 07818 SPECIAL ADDRESS AUG 22 2011
195252
13:48
R0321750/- P86854
INDIA STAMP DUTY MAHARASHTRA

प्रमट मुद्रांक प्रक्रिया अन्तर्गत खालील लेखी तपासली व
इस.इम.एक./संश्लिष्ट प्रामाणिक अधिकारपत्रात दुरुजमीवरून संपर्क
साधून, भेज घेतात अदखल आला

सह दुपट्टा विकसक वर्ग-२
अदखल क-५

Development Agreement

Registered: 07818

Property Description: 64,35,000 sq ft

Consideration Amount: 64,35,000/-

Stamp Purchase: 321750/-

Name of the Other Party: Vikas Laxman Chaudhary

It through Name & Address: Pravin Gangabishan, Sirkchi

Stamp Duty Amt. (to be paid): 321750/-

The Latur Urban Co-Op. Bank Ltd., Latur

Govt. Value Rs. 64,35,000/-

DEVELOPMENT AGREEMENT
(Zone No. 7.110 @ Rs. 1100/- per sqmt)

This Development Agreement is made and executed on this
22nd day of August 2011 at Aurangabad

Cont...2

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२०११

BETWEEN

M/S. EVEREST BAJAJ COMBINES

A Partnership firm formed under the provisions of Indian Partnership Act, 1932 having its registered office at Plot No 6, Surana Nagar, Behind Guru Nanak Petrol Pump, Jalna road, Aurangabad through its authorized Partner -

- 1) **MR. PRAVIN GANGABISAN SIKCHI**
 Age: 52 Years. Occ.: Business
 R/O: 5, Surana Nagar, Behind Guru Nanak Petrol Pump,
 Jalna road, Aurangabad Aurangabad.
 (PAN NO. ACGOS 7744 L)

(Hereinafter referred to as the owner or first party or party of first part.)

(Which expression shall unless repugnant to context or meaning thereof shall mean and include the firm, all its partners, their heirs, successors, executors, administrators assignees etc. of the first part).

AND

VIKAS DEVELOPERS, A Proprietary concern of
MR. VIKAS S/O LAXMAN CHAUDHARY
 Age: 44 Years. Occ. Business
 R/O: 78, Vedant Nagar, Station Road, Aurangabad.
 (PAN NO. ADNPC 8590 P)

(Hereinafter referred to as Developer or the Second Party or Party of Second Part.)

(Which expression shall unless excluded by or repugnant to the context, or meaning thereof be deemed to mean and include the firm, all its partners, Successors, Administrators, Executors, Assigns etc. of the other part).

Whereas, the First Party is the absolute owner and possessor of all the piece and parcel of landed property forming part of Gut No. 103 (P) admeasuring 80 R situated at Nirami Sahakari Gruhanirman Sanstha Maryadit, Nakshtrawadi, Aurangabad



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And Whereas, the vendors firm has purchased the said landed property as follows:-

M/s. Everest Bajaj Combines, a registered partnership firm has purchased the land through its Managing partner Mr. Pravin Gangabisan Sikchi from Adv. Satish Bhagwantrao Talekar and Mr. Sanjay Gangadhar Patil, the Chairman and secretary of Niramai Sahakari Gruhanirman Sanstha Maryadit, Nakshtrowadi, Aurangabad vide registered sale deed No. 00275 -2011 dated 29/01/2011

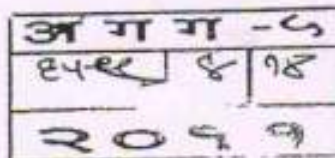
And whereas the developer firm being interested in developing the entire land in Gut No. 103 (p) admeasuring 80 R, approached the owners with its proposals and on detailed negotiations it was decided by the owners to give the said land (More specifically as mentioned in the schedule and demarcated in red color in the plan Annexed, hereinafter referred to as the demised property) for development to the second party and now the parties have thought it expedient to record the decided terms and conditions in writing which are as follows:-

1. That, the owner shall allow and the developer shall develop a housing project on the landed property forming part of Gut No. 103 (P), admeasuring 80 R situated at Niramai Sahakari Gruha Nirman Sanstha Maryadit, Nakshtrowadi, Aurangabad, as per and according to the terms and conditions contained herein.
2. That, the developer shall prepare the plans of group housing scheme and get of approval from Aurangabad Municipal Corporation at his own cost. But providing approach road to this land will be solely owners responsibility.
3. That, all the taxes duties cess etc. in respect of the demised property till the date of Agreement are borne and paid by the Owners and all the taxes duties cess etc. thereafter shall be borne and paid by the developer.
4. That, it is owners responsibility to provide authentic approach road to the land since AMC permission will be granted only after providing authentic approach road.
5. That, the developer shall carry out the construction of the building/s in the housing project at his own cost as per the plans sanctioned by the Aurangabad Municipal Corporation and obtain the Completion Certificate and in case any penalty is levied, the same shall be borne by the developer.



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6. That, for the purpose of construction developer may take project loan from any of financial institution and owner herewith consenting for the same. The owners and developer will share the loan in the proportion of development. Developer will repay the loan of his share and owner will repay the loan of their share.
7. That, in consideration of the rights of development and sale, the developer shall pay to the owner 45% of the sale consideration of the tenements in the housing project. For the purpose, owner and the developer shall open a joint ESCROW account with The Malkapur Urban Co-operative Bank Ltd., Station Road, Aurangabad Branch or any other bank. The developer shall deposit the entire receipts from the project (all the booking advances and final payments of the tenements) in this account and this account shall have a standing instruction to transfer 45% of the receipts to the designated joint account of the owners and remaining 55% of the receipts to the designated account of the developer. The developer shall submit the particulars of the booking advances, final payments and entire receipts of the project to the owner on monthly basis and there will be the signature of any one partner of the owner firm on such monthly statement of the receipts from the project.
8. That, the developer has agreed to deposit an interest free amount of Rs. 50,00,000/- (Rupees Fifty Lacks only) with the owners. This amount shall be refunded by the owners to the developer within one week after the total completion of the project as certified by the Architect of the project. The particulars of payment of deposit amount are as narrated in Schedule - III below.
9. That, in consideration of the construction work, the developer shall be vested with right of construction and right to sell or dispose by any other mode the constructed tenements in the demised property and handover the owners' share in the sale consideration as mentioned in clause 6 above. All transfers, conveyances, sale deeds of the constructed tenements on the demised property shall be signed and executed by the developer jointly with owner. The owner and developer shall mutually decide the minimum sale rates of tenements and the developer shall not be allowed to sell the tenements below these minimum rates.
10. That, the developer shall have a right for fix or to install or construct septic tank/s for the purpose of proposed scheme in the demised property. The owners and the owners shall not take any objection for



11. That, the owner declares that the demised property is free from all types of encumbrance and charges and the Owners have got clear and marketable title to the demised property. In case any person causes any dispute, it shall be cleared by the owners at their own cost and consequences.
12. That, the Owners hereby agree and assure the developer to sign all necessary application, affidavits, plans and other deeds, things, documents etc. that may be required to be signed and executed for obtaining necessary approvals for development of the proposed housing project.
13. That, the developer shall carry construction work and make arrangement for material at site at his risk and costs for which the Owners shall not be in any way liable or responsible.
14. That the developer shall obtain necessary insurance of the construction work and workmen working on the project and pay the premium of the same from time to time. The entire responsibility of the construction work on site, the transactions with the contractors and other agencies working on site and the transactions with the prospective purchasers of the tenements shall solely lie on the developer and the owners shall not be responsible in any case whatsoever.
15. That, the developer jointly with the owners shall be entitled to enter into the necessary agreement with the intending purchaser/s of the flats, row houses, Bungalows etc. and sell the same and /or dispose off the premises on the ownership basis to the said intending purchaser/s on such terms and condition as the developer may think fit & to receive the consideration amount out of sale and to distribute it amongst himself and owners as per clause No 6. For the purpose of facilitating the execution of the above documents and conveyance of the built - up area, owner is also executing an Irrevocable General Power of Attorney in favour of the developer. All the sale deeds and agreements for the flats / bungalow will be jointly signed by developer and owners.
16. That, developer shall complete the construction work of the project within the 24 months from date of AMC permission. (Time period being essence of this development agreement). This time limit is for completion of the construction work and not for sale of the project. In case the developer is unable to complete the housing project within the stipulated period of 24 months, he shall pay damages calculated at Rs. (Rupees two lacks only) per month for additional grace period beyond the stipulated time. However, if the construction work is delayed due to any dispute regarding the title of the demised property or



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any other reason regarding the ownership of the demised property, the stipulated time shall be extended by such time period.

17. That it is agreed between owners and developer that if any construction finance or project finance is raised for the project then it will be utilized by owners and developers in the proportion 45: 55 and also it is agreed by owners and developer that repayment of the loan will be made by owner and developer as per their share of loans.
18. That, all the necessary costs, expenses for stamp duty, registration, typing and out of pocket expenses of this Development Agreement shall be borne and paid by the developer and the owners shall not in any way responsible for the same and each party shall bear their lawyer's charges/fees.
19. That, the developer shall be entitled to prepare necessary scheme, to advertise the same by putting up a board in the said plot of land or any other place and by publishing the advertisement/sign/boards any media as he deem fit and proper entirely at its risks and costs.
20. That, all the professional charges/fees, pertaining the proposed construction, sale and execution of conveyance etc. are to be borne by the developer.
21. That, both the parties to these presents shall try to maintain the cordial relations during the course of construction activities on the demised property and shall try to avoid disputes as far as possible.
22. That, all the taxes, duties, cess and other charges in respect of the demised property till the date of building permission shall borne and paid by the owner and in case the developer is put to pay the old dues of the owner during the course of construction or thereafter, the developer shall be eligible to recover the same from the owner.
23. That, the owner and developer shall declare the common areas by way of declaration U/s 2A of the Maharashtra Apartment Ownership Act, 1970 and the expenses of the same shall be borne by the developer.
24. That, this will not be a partnership between the owner and the developer. Both the parties do not intend to create mutual agency. owner will pay taxes on their receipts. And the Developer will pay taxes on his receipts.
25. That, the nomenclature of the project shall be decided by the developer.

That after completion of the project the unsold tenements are to be divided by the owner and Developer in the ratio of 45:55 respectively.



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27. That, both the parties are empowered to amend, alter add, and delete any of the provision of these presents by mutual consent.
28. That, the Sales Tax, Service Tax, VAT, Provident Fund, Gratuity, Professional Tax etc. and all outgoings related to the development work shall be borne and paid by the developer. Further, entire taxes payable in respect of sale of the tenements shall be separately recovered from the purchasers and paid to the relevant department by the developer.
29. That, it is agreed between owners and developer that, the owners will avail the TDR of 40% of allowable FSI for the said project and developer will utilize the same in the project. The additional construction and consideration amount out of it will be shared by owners and developer in the proportion 45 : 55

SCHEDULE - I

All that piece and parcel of part land of Gut No. 103 (p) at Nakshtrawadi, Aurangabad admeasuring 80 R within the jurisdiction of Sub - Registrar of Aurangabad and within the territorial limits of, Dist. Aurangabad more specifically as demarcated in red colour and bounded as under;

On or towards East : Remaining part of this land Gut No 103,
 On or towards West : Remaining part of this land Gut No 103,
 On or towards North : Remaining part of this land Gut No 103,
 On or towards South : Remaining part of this land Gut No 103,

SCHEDULE - II

CONSTRUCTION SPECIFICATIONS OF TENEMENTS IN THE PROJECT : FOR FLATS:

STRUCTURE : R.C.C. Frame Structure.

MASONRY : External : 6" brick wall
 Internal : 4" brick wall

PLASTER : External plaster : sand faced plaster
 Internal plaster : sand plaster with neeru finish.

16"x 16" ceramic tiles flooring to all rooms.
 Main staircase with Kota and m.s railing.

Ceramic Antiskid flooring and Dado upto lintel level. Concealed internal plumbing with chromium plated quality fittings and fixtures.

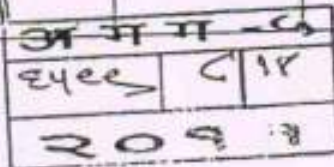


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- KITCHEN** : Marble kitchen otta and glazed tile dado upto lintel level. Stainless steel sink..
- DOORS** : Main Door – Teak wood Frame with decorative Laminated flush door with Brass Fixtures.
Internal Doors : Concrete frame with flush door shutters with paint finish and C.P. fixtures.
- WINDOW** : Powder coated aluminum window in two track with safety m.s. grills. green marble sill at lower level.
- ELECTRIFICATION**: Concealed electrification with good quality switches.
- PAINTING** : External : Premium quality cement paint.
Internal : Oil bound distemper
- COMMON FEATURES** : Lift with power backup.
Fire staircase if required .
Parking Area with concrete paving .
Under ground water tank and Overhead water tank.
- SITE FEATURES** : Landscaped garden, Jogging track, Sand pit.

SCHEDULE – III

Date	Name	Cheque No	Bank	Amount Rs.
22/8/2011		078440	The Malkapur Urban Co.op. Bank Ltd. Aurangabad	20,00,000 (Rs. Twenty lacks only)
22/8/2011		078443	The Malkapur Urban Co.op. Bank Ltd. Aurangabad	10,00,000 (Rs. Ten lacks only)
		078441	The Malkapur Urban Co.op. Bank Ltd. Aurangabad	20,00,000/- (Rs. Twenty lacks only)



In witness whereof the parties hereto have subscribed their, hands, seals and signature on the date and place mentioned hereinabove.

OWNERS

FOR M/S. EVEREST BAJAJ COMBINES
Represented partnership firm at Aurangabad through its Managing Partner

Mr. PRAVIN GANGABISAN SIKCHI

Pravins

DEVELOPER

FOR VIKAS DEVELOPERS

MR. VIKAS LAXMAN CHAUDHARY
Proprietor

Vikas

Witness

1. Mr. Sachin B. Varma



2. Deepak P. Bhale

Deepak



—9—



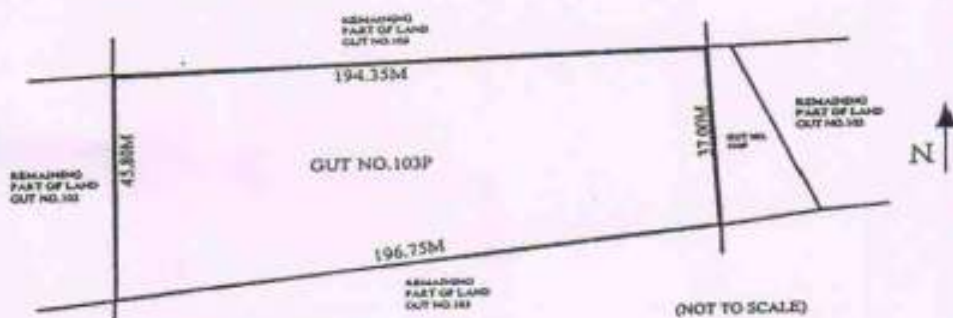
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PLAN FOR DEVELOPMENT AGREEMENT OF GUT NO.103P
NIRAMI SAHAKARI GRUHANIRMAN SANSTHA MARYADIT,
NAKSHTRA WADI, AURANGABAD

ADMEASURING TOTAL AREA - 80R

NAME OF OWNER- M/S. EVEREST BAJAJ COMBINES A PARTNERSHIP
FIRM THROUGH ITS MANAGING PARTNER
PRAVIN GANGABISHAN SIKCHI

NAME OF BUILDER/DEVELOPER- MR. VIKAS LAXMAN CHAUDHARY



LOTS UNDER DEVELOPMENT- SHOWN IN RED

MR. VIKAS LAXMAN CHAUDHARY
(PROPRIETOR OF M/S. VIKAS DEVELOPERS)

BUILDER/DEVELOPER

M/S. EVEREST BAJAJ COMBINES A PARTNERSHIP
FIRM THROUGH ITS MANAGING PARTNER
PRAVIN GANGABISHAN SIKCHI

PLOT OWNER



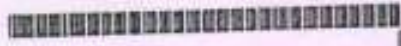
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२०११		


 भारतीय संघ / PERMANENT ACCOUNT NUMBER
 ADNPC8590P
 पं. नाम / NAME
 VIKAS LAXMANRAO CHAUDHARY
 पिता का पं. / FATHER'S NAME
 LAXMANRAO DAGADU CHAUDHARY
 जन्म तिथि / DATE OF BIRTH
 18-05-1968
 हस्ताक्षर / SIGNATURE


 मुख्य आयकर अधिकारी, पंजीकृत
 Chief Commissioner of Income-tax, Registered



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२०११		



22/08/2011 दुधयम नियंत्रक
4:47:25 pm औरंगाबाद 5

दस्त गोषवारा भाग-1

अगणक
दस्त क्र 6599/2011
72198

दस्त क्रमांक : 6599/2011

दस्तावा प्रकार : कारारनामा किंवा त्याचे अधिलेख किंवा कारार संश्लेषलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	माऊ व्हे एडव्होकेट बजाज - कळईगाव पोस्टवेर भी प्रविण कपडकियाव विकपी - पत्ता: घर/फ्लॅट नं - गल्ली/रस्ता: - इमारतीचे नाव - इमारत नं - पेट/वसाहत: जालनगरीज राहण/पाक औरंगाबाद ता.मुळत - त	सिद्दुन देगार वय 52 सही <i>[Signature]</i>		
2	माऊ व्हे विकास डेव्हलपर्स सर्व्हे प्रो प्रा श्री विकास सभनग पोली - पत्ता: घर/फ्लॅट नं - गल्ली/रस्ता: - इमारतीचे नाव - इमारत नं - पेट/वसाहत: अश्वन वेदास नगर राहण/पाक औरंगाबाद ता.मुळत - त	सिद्दुन देगार वय सही <i>[Signature]</i>		





दस्त गोपवारा भाग - 2

अगमः
दस्त क्रमांक (8599/2011)
१९१४

दस्त क्र. (अगमः-8599-2011) चा गोपवारा
बाबत मुख्य : 6435000 नोबदस्त 6435000 भरलेले मुद्रांक शुल्क : 321750

दस्त हजर केव्हाचा दिनांक : 22/08/2011 04:39 PM
निष्ठादनाचा दिनांक : 22/08/2011
दस्त हजर करणा-बाधी राही :

दस्तावा प्रकार : 5) कारारवाना किया त्याचे अनिलेख किया कपूर संशेपलेख
शिकका क्र. 1 ची वेळ : (सादरीकरण) 22/08/2011 04:39 PM
शिकका क्र. 2 ची वेळ : (प्रति) 22/08/2011 04:45 PM
शिकका क्र. 3 ची वेळ : (कमुली) 22/08/2011 04:47 PM
शिकका क्र. 4 ची वेळ : (ओळख) 22/08/2011 04:47 PM

दस्त नोद केव्हाचा दिनांक : 22/08/2011 04:47 PM

ओळख :
छात्रील इतर असे निवेदीत करतात की, निम्नलिखित वस्तु निम्नलिखित व्याक्तीला ओळखले
व त्यांची ओळख पटविल्यात.
1) सधिल बाबुलाल वर्मा - , घर/प्रलेंद नं.
गल्ली/रस्ता : -
इमारतीचे नाव : -
इमारत नं. : -
पेट/वसाहत : पदमपुरा
हाद/गाव: औरंगाबाद
तालुका : -
जिल्हा : -
2) दिपक मंडीतराव भावे - , घर/प्रलेंद नं.
गल्ली/रस्ता : -
इमारतीचे नाव : -
इमारत नं. : -
पेट/वसाहत : -
हाद/गाव: औरंगाबाद
तालुका : -
जिल्हा : -



पावती क्र.: 6923 दिनांक: 22/08/2011
पावतीचे वर्णन
नॉम: न विकास डेव्हलपर्स लॉ प्रो प्रा श्री विकास
संरक्षण पोवारी - -

30000 : नोदणी फी
280 : नक्कात (अ. 11(1)), पृष्ठांकनाची नक्कात
(अ. 11(2)),
कजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित प्रती

30280: एकूण

5. निवेदकाची राही, औरंगाबाद 5

5. निवेदकाची राही
औरंगाबाद 5



प्रमाणित करण्यात येत आहे,
दस्तावेज हस्तगत आहे

नं. १९१४

सह दुसऱ्या निवेदक वर्ग-२,
औरंगाबाद क्र. ५



દસ્તાવેજીક વ નંબર: 6599/2011

Monday, August 15, 2011

8:52:38 PM

સૂચી ક્ર. દોન INDEX NO. II

દુધામ નિબંધક: ઔરંગઘાટ 5

સીરલ 83 મ.

Page. 03 m.s.

ગાવાધે નામ : નસઝવાડી

- (1) વિલેજાવા પ્રવાર, મોબદલનાથે સ્વસ્થ કરારનામા કિયા ત્યાથે અધિલેજ કિયા કરાર સંલેપલેજ
થે માર્જારખાન (પાટેપટલપાથ્યા
માનવીત પટટાકાર આકારની દેતો
કી પટટાકાર તે મનુદ કરાયે) મોબદલ ક્ર. 6,435,000.00
મા.મા. ક્ર. 6,435,000.00
- (2) મુ-માધમ, પોટહિસ્ત થ ધરક્રમાંક (અસલપાથ) (1) પટ ક્ર.: 103 થર્નના તોપે નસઝવાડી તા જિ ઔરંગઘાટ પેલોત પટ નં 103 (P) નધોત
પમિનીયે ક્રે 80 અટ
- (3) સેઝપકઝ (1)
- (4) અકારની કિયા ખુદી દેખ્યાત અસલ તેથા (1)
- (5) દસ્તાવેજ કરન દેખ્યા-થા પશકારાથે થ સંપૂર્ણ પથ નાથ કિયા દિવાની મ્યામાલપાથા દુકુમનામા કિયા આદેશ અસલપાથ, પ્રતિવાદીયે પથ થ સંપૂર્ણ પથ (1) થે પથકાર કરન કરારનામા થી પ્રવિન મ્યામાલના સિકયો - -: ધર/પ્રલેટ નં -: મલ્લી/પરલેટ નં -: મારક નં -: પેલ/સસાહક: અલપરોક: સહર/માથ: ઔરંગઘાટ
: પથકાર કિયા -: પન નમ્બર: 77744G.
- (6) દસ્તાવેજ કરન દેખ્યા-થા પશકારાથે નાથ થ સંપૂર્ણ પથ કિયા દિવાની મ્યામાલપાથા દુકુમનામા કિયા આદેશ અસલપાથ, માર્દનામા થ સંપૂર્ણ પથ (1) થે પથકાર કરન કરારનામા થી પ્રવિન મ્યામાલના સિકયો - -: ધર/પ્રલેટ નં -: મલ્લી/પરલેટ નં -: મારક નં -: પેલ/સસાહક: અલપરોક: સહર/માથ: ઔરંગઘાટ
: પથકાર કિયા -: પન નમ્બર: ADGP-8590P.
- (7) દિનાક કરન દિવાની 22/08/2011
- (8) નોટનીય 22/08/2011
- (9) અનુકમાંક, સંકેત થ મુખ 6599/2011
- (10) માર્જારખાનપાથે મુદ્રાક મુલક રૂ. 30000.00
- (11) માર્જારખાનપાથે નોટનીય રૂ. 30000.00
- (12) રોસ