

मुळदस्त परत केला

पावती



Monday, February 06, 2017

5:31 PM

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 708 दिनांक: 06/02/2017

गावाचे नाव: कुंभेफळ

दस्तऐवजाचा अनुक्रमांक: अगम6-420-2017

दस्तऐवजाचा प्रकार: डेव्हलपमेंट अग्रीमेंट

मादर करणाऱ्याचे नाव: (विकसनकर्ता) में. भाईश्री व्हेचर्स तर्फे भागीदार श्री. प्रविण घनराज सोमाणी

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 580.00

पृथांची संख्या: 29

कमी पडलेली दस्त हाताळणी

पाने... 02 फी रु. 20/-

पावती क्रमांक:

अन्दाजे उरलेले

एकूण:

रु. 30580.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

5:48 PM ह्या वेळेस मिळेल.

Joint S R Aurangabad VI

बाजार मूल्य: रु. 15424000/-

मोबदला रु. 15500000/-

भरलेले मुद्रांक शुल्क: रु. 620000/-



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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008275089201617E दिनांक: 06/02/2017

देयकाचे नाव व पत्ता:

देयकाचा प्रकार: By Cash रकम: रु. 580/-

मुळदस्त परत केला

343/420

इतर
पावती

Original/Duplicate

Monday, 06 February 2017
6:16 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 717 दिनांक: 06/02/2017

गावाचे नाव: -कुंभेफळ

दस्तऐवजाचा अनुक्रमांक: अगग6-420-2017

दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट

सादर करणाऱ्याचे नाव: (विकसनकर्ता) में. भाईश्री व्हेचर्स तर्फे भागीदार श्री. प्रविण धनराज सोमाणी

वर्णन

दस्त हाताळणी फी

रु. 20.00

पृष्ठांची संख्या: 1

एकूण:

रु. 20.00

Joint S R Aurangabad VI

1); देयकाचा प्रकार: By Cash रक्कम: रु 20/-





06/02/2017

सूची क्र.2

मुख्य निबंधक : सह दु.नि. औरंगाबाद 6

दस्ता क्रमांक : 420/2017

नोंदणी :

Regn.63m

गावाचे नाव : 1) कुंभेफळ

(1) विलेखाचा प्रकार	डेव्हलपमेंट अॅग्रीमेंट
(2) मोबदला	15500000
(3) बाजारभाव(भाडेपट्ट्याच्या वाचनितपट्टाकार आकारणी देतो की पट्टेदार ने नमुद कराचे)	15424000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पाविकेचे नाव: औरंगाबाद इतर वर्णन : इतर माहिती : इतर माहिती: मीजे कुंभेफळ ता. जि. औरंगाबाद येथील ग्रामपंचायत हद्दीतील गट नं. 330 मधील 40 आर जमिनीचे डेव्हलपमेंट अॅग्रीमेंट....((GAT NUMBER : 330 ;))
(5) क्षेत्रफळ	1) 0.4000 हेक्टर . आर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- (मावळ) श्री. सुधीर लक्ष्मण मुळे वय:- 47; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: कुंभेफळ, ता.जि. औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:- 431001 पॅन नं:- BAIPM4753P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- (विकासकर्ता) वें. भाईश्री व्हेवसे तर्फे भागीदार श्री. प्रविण धनराज सोमानी वय:- 39; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: 301, ब्ल्यू वेल्स अपार्टमेंट, चिखलठाणा, औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:- 431001 पॅन नं:- AAIFB5270F
(9) दस्तऐवज करून दिल्याचा दिनांक	06/02/2017
(10) दस्त नोंदणी केल्याचा दिनांक	06/02/2017
(11) अनुक्रमांक, खंड व पृष्ठ	420/2017
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	620000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



सह मुख्य निबंधक या-६
ज.६ औरंगाबाद

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारनाला निबडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

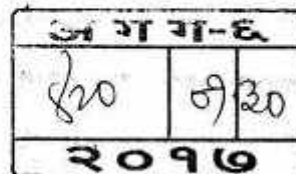


CHALLAN
MTR Form Number-6

GRN	MH008275089201617E	BARCODE			Date	06/02/2017-15:20:04	Form ID	25.2
Department: Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID (If Any)				
Type of Payment: Registration Fee				PAN No.(If Applicable)		AA/FB5270F		
Office Name: ARB6_AURANGABAD NO 5 SUB REGISTRAR				Full Name		Bhaishree Ventures Through Partner: Pravin		
Location: AURANGABAD						Dhanraj Somani		
Year: 2015-2017 One Time				Flat/Block No.		Out No. 330		
Account Head Details			Amount In Rs.		Premises/Building			
0030040401 Stamp Duty			620000.00		Road/Street		Kumbhphal Aurangabad.	
0030063301 Registration Fee			30000.00		Area/Locality		40 R	
					Town/City/District			
					PIN		4 3 1 0 0 1	
					Remarks (If Any)			
					PAN2=BAIPM47532~SecondPartyName=Sudhe Laxman Mule			
					Amount In		Six Lakh Fifty Thousand Rupees Only	
			5,50,000.00		Words			
Payment Details: IDBI BANK				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN		Ref No.		69103332017020612988 113A38448
Cheque/DD No.				Date		06/02/2017-15:31:27		
Name of Bank				Bank Branch		IDBI BANK		
Name of Branch				Branch No.		Date		
						Not Verified with Scroll		

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UPPRID	Defaced Amount
1	151-343-420	0004672274201617	06/02/2017-17:31:04	IGR216	620000.00
2	151-343-420	0004572274201617	06/02/2017-17:31:04	IGR216	30000.00
Total Defacement Amount					6,50,000.00



DEVELOPMENT AGREEMENT

Government Valuation :- 1,54,24,000/-
Consideration Owner :- 1,55,00,000/-
Stamp Duty Paid :- 6,20,000/-

This Development Agreement is executed today on 06th day of February 2017 at Aurangabad between:



Mr. Sudhir Laxman Muley
Age – 47 Years, Occ. Agriculture,
R/o. Kumbhephal, Aurangabad.
PAN No. – BAIPM4753P

[Hereinafter called as **OWNER** which expression shall mean and include all his heirs' successors, legal representatives, executors, administrators and assignees.]

AND

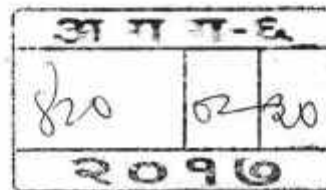
M/s. Bhaishree Ventures

A Registered Partnership Firm,
Under Partnership Act.
Pan No. AAIFB5270F
Through its Partner :

Mr. Pravin Dhanraj Somani

Age: 38 yrs, Occ.: Agril/Business,
R/o. 301, Blue Bells Apartment,
Chikhalthana, Aurangabad.
Pan No. AXYP50989B

[Hereinafter called as **DEVELOPER/BUILDER** which expression shall mean and include all its present & future Partners, their successors, legal representatives, executors, administrators and assignees]



WHEREAS, the property Land **Gut no. 330** totally admeasuring 03 Hector 74 Are. Situated at Kumbhephal Tq. & Dist. Aurangabad Out of which to the extent in which owner having **40 R** portion owned and possessed by the owner and he purchased the same under the registered sale deed bearing registration No. 4514/2007 dated 09/08/2007 registered at the office of sub-registrar Aurangabad and on the basis of registered sale deed his name came to be recorded in revenue record as a owner and possessor vide mutation entry no. 2350 which is specifically described in **Schedule-A** herein under.

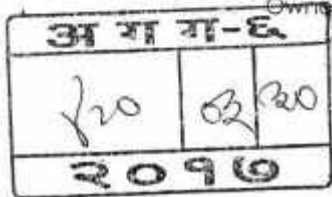
ANDWHEREAS Owner has the got sanctioned layout from Assist Director Town planning Aurangabad vide permission No. 1568 dated 21.07.2016 and also obtained NA order u/s. 44 of Maharashtra Land Revenue Code 1966 in respect of above property vide outward No. 2016 /MASHAKA /JAMEEN-I /NAP-34 /Mauje Kumbhephal, Tq. Aurangabad / PK-114 on dated 01.08.2016 from the Hon. collector, Aurangabad.

The owner has got the Construction Permission to the group housing Scheme, sanctioned from the Assistant Director Of Town Planning Department, Aurangabad Vide Letter No. 2091, dated, 14/10/2016.

ANDWHEREAS, the owner desires to develop his property, but due to lack of time, funds, he is unable to develop the same and therefore he approached the Developer/Builder and requested to develop the property and construct the **Row-Houses, Hall and Shops**, thereon developer agreed for the same on the following terms and conditions:-

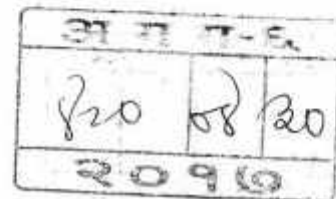
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Owner hereby declares and confirms as under:-
 - (a) The Owner is otherwise well and sufficiently entitled to the said property described in the schedule hereunder written. That the Owner is having absolute title of Ownership and possession on the



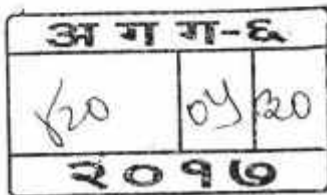
same and their title to the said property is clear and marketable and free from all types of encumbrances.

- (b) No other person except the Owner have any right, claim, interest or demand in respect of the said property or any part thereof;
- (c) The Owner has not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said property and the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the Owner hereby declares that he shall hereafter not create any third party rights of whatsoever nature in respect of the said property including any change in the existing tenancies or any of them.
- (d) The Owner has not entered into any agreement or arrangement, oral or written with regards to the sale or create any interest in the above said property.
- (e) There is no proceedings instituted by or against the Owner in respect of the above said property and pending in any Court of Law or before any authority and the said property is not under any lispendens;
- (f) No Notice from any Government, Town Planning or any other public Body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Town Planning Act, the Municipal Council Act, and Urban Land Ceiling Act, or any other statute has been received or served upon the Owner in respect of the said property or any part thereof which restricts or may restrict the development of the said property.
- (g) The said property is not under any reservation and there are no restrictions on development thereof.



2. The Owner hereby permits the Developer/Builder and the Developer shall develop at his own costs, efforts and expenses "the said property" more particularly described in the **Schedule-A** hereunder written. For development of the said property, obtain construction permission or Revise the permission from Assistant Director Of Town Planning Department, Aurangabad by paying all the deposits and fees for the same and they also may obtain water connection, drainage connection, by paying all the charges, fees and deposits in the name of Owner. That the Developer/Builder will also be entitled to obtained for refund of deposit, after completion of the construction from Town Planning or any other authority if any.

The Developer/Builder may obtain all necessary sanctions and necessary permissions from all other concerned authorities for commencement and completion of the construction on the said premises, complete the construction work, to construct Row-Houses, shops & Halls etc. And to do all other acts and deeds required for complete the proper development of the said property. All the increased, additional and further FSI, other benefits directly and/or indirectly attached to the said property shall belong to the Developer/Builder and the owner in the percentage of 60% to the Developer/Builder & 40% to the owner and the share of Developer/Builder shall be used Developer/Builder for their benefit without any payment of any further consideration to the Owner and the owner has given his free consent for the same and would never object for the development of the same.



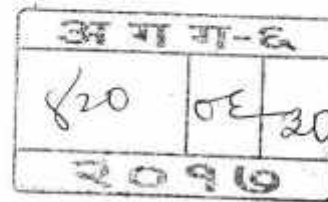
3. In consideration of the Owner permitting or confirming the development right to the Developer/Builder to develop the said property, the developer/builder agreed to give **680.195 Sq. Mtr.** Constructed area out of proposed constructed units and cash consideration as follows :-

A) Consideration of Rs. 45,40,000/- (Rupees Forty Five Lac Forty Thousand only) which will be paid as under :-

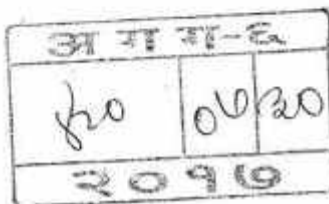
Sr. No.	Mode Of Payment	Date	Amount	Bank
1	RTGS	24/02/2016	4,50,000/-	UTR No. ICICR52016022400492721
2	RTGS	09/03/2016	30,00,000/-	Through RTGS
3	RTGS	04/07/2016	3,30,000/-	UTR No. UTIBH16186054877
4	RTGS	12/07/2016	3,30,000/-	UTR No. ICICR52016071200856820
5	RTGS	18/07/2016	3,30,000/-	UTR No. UTIBH16200052837
6	NEFT	25/10/2016	<u>1,00,000/-</u>	UTR No. AXISF16299048803
		Total	45,40,000/-	

B) As such owner hereby by acknowledges the receipt of the same and their no dispute for the same. That the constructed units of owner will be defined in deed of declaration.

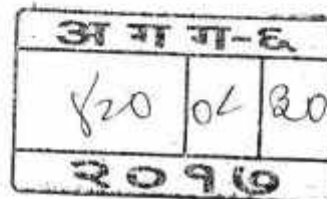
C) And Developer/Builder has retained remaining Constructed Units **(Totally Built-up Area admeasuring 1324.205 Sq. Mtr.)**



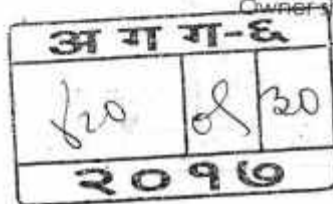
4. The Owner and the Developer/Builder shall jointly get the said property surveyed and ascertain the exact area of the said property. The Developer/Builder shall after the work of joint survey is complete construct at his own costs a boundary wall surrounding the said property, if required. If at the time of construction of the said boundary wall, the Developer/Builder receives any objection or obstruction then in that event, the Developer/Builder shall forthwith bring the same to the notice of the Owner and the Owner shall at his own costs remove such obstruction or objection.
5. That the Owner has delivered the physical possession of the property under development to the Developer/Builder today only i.e. just prior to execution of this agreement. The Owner shall within a period of seven days from the date of the execution of this Agreement, hand over to the Developer/Builder all original and relevant documents and title deeds relating to the said property for enabling the Developer/Builder's Advocate to investigate the Owner title to the said property.
6. The Developer/Builder shall for and on behalf of the Owner entitled to submit to the competent authority and all other concerned authorities plans for getting the said property developed. The Developer/Builder shall at his own cost get the said plans revised sanctioned by the concerned authorities. The Developer/Builder shall also at all times be entitled to alter and modify the building plans as he may desire and as permitted in accordance with the rules. The Developer/Builder shall at his cost be entitled to appoint Architects, Contractors, Engineers and Supervisors and Labors etc. for development of the said property.
7. The Developer/Builder has agreed to develop the said premises as said to be free from all encumbrances and reasonable doubts of whatsoever nature and with the free, clear and



8. That, the Developer/Builder shall carry on the construction of the building strictly in accordance with the building permission to be obtained from the Assistant Director Of Town Planning Department, Aurangabad and they shall not cause any deviation from the said construction permission. If any deviation is caused by the Developer/Builder while carrying on the construction, it will be the total responsibility of the Developer/Builder and they will have to pay the penalty if any imposed by the Town planning authority and in case if any action is taken by the Town planning for such deviation, the Developer/Builder will be totally responsible for the same.
9. That the Developer/Builder can dispose off the units belonging to the Developer/Builder (Specially mentioned in schedule of deed of declaration) constructed units to the prospective purchasers at any price on any terms and conditions that may be agreed upon by the Developer/Builder with the purchaser and also execute registered agreement to sale and the sale deed in favour of the purchasers and enjoy the total consideration received against the same. Similarly, the Owner can dispose off the units belonging to the Owner (Specially mentioned in schedule of deed of declaration) constructed units to the prospective purchasers at any price on any terms and conditions that may be agreed upon by the Owner with the purchaser and also execute registered agreement to sale and the sale deed in favour of the purchasers and enjoy the total consideration received against the same.
10. That, the Owner hereby undertake that they are the absolute Owner and possessor of the above property and there is no defect in his title, if any defect in the title of the Owner or any dispute on account of title, boundaries or area of the property are found, it will be the total responsibility of Owner to remove the same by taking proper steps on his own cost and risk.



11. That, the developer/builder will have to complete the construction of the building within 36 month, as per their own choice and Owner have no concern with the same, however due to any reason construction work and sale not completed within decided time it will be extend automatically without any written communication with owner.
12. That the Developer/Builder shall employ the services of the quality Architect and RCC Consultant for the construction of the building and their fees will be paid by the Developer/Builder. Similarly, the Developer/Builder may also obtain the services of legal documents either in between the Owner, developer/builder and purchasers; the expenses of such documents and fees of the Advocate will be paid by the Developer/Builder.
13. That, the Owner is hereby undertakes that he has already paid all the taxes of the property under development and as such there are no dues of any taxes of any authority on the same and if any taxes are found due on property under development, up to the date of this agreement, those will be paid by the Owner.
14. That it is distinctly understood by and between the parties there to that the Owner will not be entitled to any profit or loss arising out of the construction of the building on the said property or sale of property. Similarly, the Owner shall not liable to pay any taxes arising out of the development and construction of Row-Houses and commercial units, however Owner shall be liable to pay all the applicable taxes to the extent of his respective units retained by him or the revenue recovered by him.
15. That the parties here to agree that in the event of any accident or damage is caused to the property or to the person such as labors, engineers or to the property and or person of neighbors during the development of the said property the Developer/Builder shall solely be responsible to pay the compensation in that regard and the Owner shall not be responsible in any manner therefore.

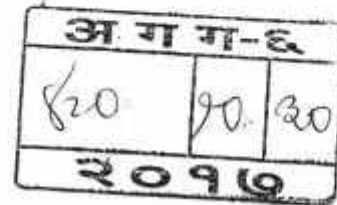


16. In the event of any litigation arising between the builder and the contractors or technical experts, skilled or unskilled labors or with any other person in relation to the development of the said property the Owner shall not be held responsible therefore.
17. That, the Owner also executing an Irrevocable General Power of Attorney in favour of the developer/builder and thereby authorising them to obtain construction permission to carry on the construction/development work of the property, to get refund the construction deposits, to execute the necessary deeds and documents, to obtained project loans from financial institution and mortgage property under development and do all the deeds full work for complete the project, to sale constructed units or property without development, to enter into the Agreement of sale and to execute the agreement of sales and sale-deeds in respect proposed construction or sale as its is without developing the property under development of the extent of the share of the Developer/Builder only, but the units belonging to the owner share shall be constructed without any demur.

SCHEDULE "A"

All the part and parcel of property Land **Gut No. 330** totally admeasuring 03 Hectar 74 Are, Out of which to the extent in which owner having **40 R** Situated at Kumbhephal Tq. & Dist. Aurangabad bounded by;

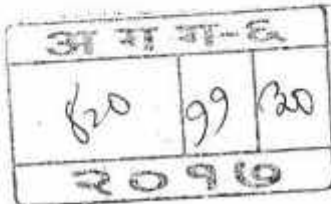
EAST :- Remaining Land Of Gut No. 330,
WEST :- Remaining Land Of Gut No. 330,
SOUTH :- Land Of Gut No. 339,
NORTH :- Land Of Gut No. 329,



SCHEDULE-B

Specifications of Constructions.

STRUCTURE :-	RCC framed structure
WALLS :-	Outer walls 6" thick, inner wall 4" thick in bricks.
PLASTER :-	Internal plaster in neeru finish and external sand face plaster.
DOORS :-	Main door : of Teakwood frame with laminated flush door with Brass Fixtures, Other door: Pre-cast frame with oil painted commercial flush door with CP Fixtures.
PLUMBING :-	Concealed UPVC & CPVC type with ISI Mark C.P. Fittings & Fixtures.
KITCHEN OTTA :-	Green Marble kitchen platform with stainless Steel Sink. Glazed tiles height upto door.
FLOORING :-	2ft. x 2ft. Vitrified Tiles Nano Polish of good Quality, Green Marble for staircase of Row-Houses & Commercial Complex.
GLAZED TILES :-	In W.C. Ceramic Antiskid tiles & colored tiles height up to 7 ft. In Bath Ceramic Antiskid tiles & Colored designed tiles height 7ft.
WINDOWS :-	Three Track aluminum powder coated windows and M.S safety grill & Green marble bottom for window seal.
ELECTRIFICATIONS :-	Concealed wiring, 4.5 point in each room and power point in kitchen, Hall, Bathroom Respectively & telephone point in hall & provision for inverter.
PAINTING :-	Oil Bond Distemper from inside and Cement Paint from outside.



IN WITNESS WHERE OF THIS DEVELOPMENT AGREEMENT IS EXECUTED TODAY
ON 06TH DAY OF FEBRUARY 2017 AURANGABAD.

OWNER :  Mr. Sudhir Laxman Mulay	
DEVELOPER/BUILDER:  M/s. Bhaishree Ventures Through its Partner : Mr. Pravin Dhanraj Somani	
WITNESSES :  1. Mr. Rahul Rajendra Patil Age : 26 Yrs., Occ. Service, R/o. Pisadevi, Aurangabad.	
 2. Mr. Ravi Sopan Ingle Age : 28 Yrs., Occ. Service, R/o. Bhanudas Nagar, Aurangabad.	

