Thursday, February 09, 2012
3:35:[illegible] PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 1089

गावाचे नाव सावंगी

दिनांक 09/02/2012

दस्तऐवजाचा अनुक्रमांक [illegible]1009 2012

दस्ता ऐवजाचा प्रकार [illegible]

मुळ दस्त परत केले

सादर करणाराचे नाव:राजश्री [illegible] पाटील [illegible] सुदरराव जोगदंड - -

नोंदणी की	:-	30000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (29)	:-	580.00
एकूण	रु.	30580.00

आपणास हा दस्त अंदाजे 3:49PM ह्या वेळेस मिळेल

मुळ दस्त परत केले

दुय्यम निंबधक
औरंगाबाद 5

बाजार मुल्य: 4650000 रु. मोबदला: 4650000रु.

भरलेले मुद्रांक शुल्क: 186000 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: दि लातुर अर्बन को ऑप बँक लि ;
डीडी/धनाकर्ष क्रमांक: 019317; रक्कम: 30000 रु.; दिनांक: 27/01/2012

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

D-5/STP(V)/C.R.1036/05/09/1339-42/09

भारत 39175 SPECIAL ADHESIVE महाराष्ट्र
152250 JAN 27 2012
16:07
Rs.0186000/- PB6854
INDIA STAMP DUTY MAHARASHTRA

FRANKING DEPOSIT SLIP

Customer Copy

Deposit Br. Date: 27/1/12

Pay to : The Latur Urban Co.Op. Bank ltd, Latur
STAMP FR. A/C

Franking Value	Rs.	186000
Service Charges	Rs.	10
Total	Rs.	186010

Rupees (in words)

Name of Stamp duty paying party : आनंद सुंदरराव

Paid By :

Dr. Chartered No.

Drawn on Bank

(For Bank Use Only)

Tran ID

Franking Sr. No.

Officer

THE LATUR URBAN CO-OP BANK LTD. LATUR

Nature of Document : (Development agreement)

Registration Details : Registrable / Non Registrable If Registrable Name of S.R.O. 5

Franking Unique No.: 39175

Property Description in brief Village: A-bad Tal. A-BAD S.R.No./C.T.S. No. - Area -

Consideration Amount : -

Stamp Purchasers Name : ANAND SUNDARRAO JOGDAND

Name of the Other Party : -

If the Name & Address : Syed Rashid A-bad

Stamp Duty Amt. :(In words 186000/-

Franking Officer

The Latur Urban Co-Op. Bank Ltd, Latur Branch Khadkeshwar, Aurangabad

DEVELOPMENT AGREEMENT

Government Value: Rs. 46,50,000/-

Consideration Value: Rs. _____

ZONE No. : 7 Government Rate: 465 @.

THIS DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON ____

DAY OF Feb 2012 AT AURANGABAD.

BETWEEN

RAJASHREE UDYOG, A Registered Partnership Firm having its office at, 163, Samarth Nagar, Aurangabad, Through one of its partner,
MR. ANAND SUNDARRAO JOGDAND,
Age: 51 years Occu. : Business,
'Builders & Developers'
163, Samarth Nagar, Aurangabad
PAN NO. AAEFR 4324 E

(Hereinafter called as **'Builders & Developers'**, which expression shall mean and include the present and future partners of the firm, their successors, legal representatives and executors, administrators and assignees of the firm.)

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AND

1. MR. BHAGWAT MHATARJI MAGAR,
Age: 61 years, Occu. : Agriculture & Business,
R/O : J-59, N- 5 CIDCO, Aurangabad.
PAN NO. ABUPM 9167 F

2. MR. MAHENDRA ATMARAM KHARAT,
Age: 45 years, Occu. : Business,
R/O : CIDCO, Aurangabad.
PAN NO. AQBPK 1064 H

3. MR. GOKULSING RAISING MARMAT,
Age: 47 years, Occu. : Business, PAN NO. APCPM 3690 P
&
4. MRS. MEENA GOKULSING MARMAT,
Age: 41 years, Occu. : House wife,
Both R/O : Plot No. 2 & 3, Shivneri Colony, Garkheda, Aurangabad.
PAN NO. BCCPM 4201 Q

Hereinafter called as the "Owners" (which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators and assignees.

WHEREAS, Land admeasuring **1 Hector 60 R**, out of S. No. 138, admeasuring Total Land of **5 Hector 23 R** situated at Mouje SAWANGI, Tq. Dist. Aurangabad and which is specifically described in Schedule-A hereunder is owned and possessed by **Owners No. 1 to 4** & it is their commonly self acquired Land admeasuring **1 Hector 05 R,** by way of Registered Sale Deed vide day book no. 5757/2010 dated 19.10.2010 and Land admeasuring **55 R**, out of S. No. 138, situated at Mouje SAWANGI, Tq. Dist. Aurangabad, Registered Sale Deed vide day book no. 561 /2012 dated 01.02.2012. SR No. 2 The Total land of the project is **(1 Hector 60 R) 4.00 ACRE which is part of this Development Agreement.**

AND WHEREAS, The owners has accordingly given their consent for the execution of Development Agreement with **RAJASHRI UDYOG,** A Registered Partnership Firm having its office at, 163, Samarth Nagar, Aurangabad, Through one of its partner, **MR. ANAND SUNDARRAO JOGDAND,** 'Builders & Developers', i.e. the above said **Builders & Developers.**

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AND WHEREAS, the owners and developers will mutually prepare a plan for development of the above said property for construction of Flatted Apartments, Row Houses and Independent Bungalows. For development of the above said property, they requested the Developers to develop their property described in 'Schedule A' and the builder accepted the proposal of the owners on the following terms and conditions.

A] AND WHEREAS, that in consideration of the land being given for development by the owners to the Builders & Developers, they have agreed following terms and conditions.

B] AND WHEREAS, the builder & developer agree to allot the 33% of the constructed portion to the owners and remaining portion of 67% to the Builder/Developer. The concerned parties will have the liberty to sale said portion as per there wish according to the availability of the prospective customers.

C] AND WHEREAS, the developer agree to pay the Amount of Rs. 1,00,000,00/-(Rupees One Crore Only) as refundable security deposit to the land owners as per following schedule.

1. At the time of Development Agreement - Rs. 60,000,00/- (Rupees Sixty Lac Only)
2. Before Sanction – Rs. 20,000,00/- (Rupees Twenty Lac Only)
3. After Sanction - Rs. 20,000,00/- (Rupees Twenty Lac Only)

D] The Developer will be at liberty to sell their share of constructed part of project to prospective customers. The owners will not take any objection in the sales deal of those shares of developers in whatsoever manner. This Development Agreement itself shall be construed as **No Objection** of the owner.

E] It is agreed by the both parties that the development charges incurred will be borne by the Developer and builder to the tune of Rs. 300/- per sq.mts.(Rupees Three Hundred Only per sq.mts) and any extra charges or charges above normal, levied by the concerned

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authority will be borne in proportionate by the owners and builder and developers.

F] It is agreed that, the correction deed required to be executed by the owners will be at their own expenses.

G] The owners have agreed to give additional new Transfer of Development Rights (TDR) at their own expenses.

H] The owners have also agreed to give approach road to this project by providing road from Gut No. 45 Tulajapur from their own land.

NOW THEREFORE, THIS DEVELOPMENT AGREEMENT WITNESSETH AS UNDER:

1. That, the owner hereby undertakes that property under development is free from all types of encumbrances and he is having absolute title of ownership and possession of the same. The owner also declares that the property is handed over to the Developers for development with effect from the date of execution of this agreement.

2. That, the Developer may apply for the construction permission to the Municipal Corporation or CIDCO or any other relevant authority at Aurangabad in the name of the owner but all the deposits and fees required for obtaining permission for construction will be paid by the Developer and Developer will also be entitled for the refund of deposit amount after completion of the construction from Municipal Corporation, Aurangabad.

3. That the Developer shall carry on the construction of the proposed **"KALYANI SAI VISHWA"** project strictly in accordance with the building permission granted by the Municipal Corporation or any other relevant authority at Aurangabad and it shall not cause any deviation from the said construction permission.

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4. That, the Developer is at liberty to sell off the constructed area allotted to him only under this agreement which includes the flats to the purchaser at any price on any terms and conditions that may be agreed upon by the Developer with the purchaser & also the owner is at liberty to sell off the constructed area allotted to him by the developer

5. That, the proposed **"KALYANI SAI VISHWA"** project being constructed on the property referred above will be governed by the provision of Maharashtra Apartment Ownership Act and the Developer on the basis of Irrevocable Power of Attorney executed by the owners. Who will execute and register the declaration U/s 2 A of Maharashtra Apartment Ownership Act. But the total responsibility of the developer to carry on the construction and to do all other things required to be done incompliance of the declaration given by the owner as stated above.

6. That, the construction of the building will be as per the specification given in Schedule-B and the amenities will also be provided therein as given in Schedule-B. But however if the owners desire to have any change in the said amenities or material to be used, the Developer will do the said change provided that the owners will have to pay the separate costs for such changes, suggested by him if such changes required extra material or labor work and vice versa also.

7. That, the Developer will have to complete the construction of the project within maximum **40 months from the date of obtaining the commencement certificate** from the Municipal Corporation, Aurangabad or CIDCO or any other competent authority.

However due to any reason (e. g. non availability of the sand, bricks, cement or any other building material or irrational hike material cost) beyond the control of Developer, if the Developer cannot complete the said construction, the period

Seal of the Sub-Registrar No. 5 AURANGABAD

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will automatically stands extended up to period of 12 months from the expiry of the 40 months. Developer after the completion of extended 12 months fails to complete the construction of 33% share of the owners then Developer will pay the cost @ of Rs. 2200/- per Sq. Ft. for the non constructed portion to Owners.

8. That, the Developer shall employ the services of the quality Architect and RCC consultant for the construction of the Building but their fees will be paid by the Developer. Similarly the Developer may also obtain the services, advises either in between the owners, Developer and Flats purchasers the expenses of such documents and fees of the Advocate will be paid by the Developer.

9. That, the Owners hereby undertakes that they have already paid all the taxes of Municipal Authority and State Government. In case any of the taxes are not paid the owners undertakes to clear them out of their own funds or pay the same out of the sale of the portion that would be given to him.

10. That, the Developer shall pay all the dues, including Municipal bills, M.S.E.D.C.L. Bills or other charges in respect of the property under construction from the date of commencement certificate till the total building is completed in all respect and possession of the tenement is delivered to the respective purchasers.

11. That, it is distinctly understood by and between the parties thereto that the Owners will not be entitled to any profit or loss arriving out of the construction of the project on the said property.

12. That, the Owners have also executed an 'Irrevocable General Power of Attorney' in favor of the Developer firm and thereby authorizing him to carry on the Construction / Development work of the plot, to execute the declaration U/s 2-A of

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Maharashtra Apartment Ownership Act and do all the deeds for formation of association to enter into the Agreement to sale and to execute the Agreement to sale and sale deeds in respect of total construction except the area retained by the owners.

13. It is understood and agreed between the parties that the Developer shall develop the flats of the owner within a period of maximum 40 months from the date of issue of commencement certificate by the Local Sanctioning Authority.

14. That, the owners hereby undertakes that they are the absolute owners and possessors of the above property and there is no defect in his title, if any defect in the title of the Owners or any dispute on account of title or boundaries or the area of the property found, it will be the total responsibility of the owners and they will have to remove the same by taking proper steps at their own cost and risk.

15. If in case any dispute of any kind in respect of the said property arises the owners hereby undertakes to indemnify the developers for all losses caused to them.

16. It is agreed by the owners that the developer shall be entitled and he is hereby authorized and empowered to mortgage said land along with proposed construction, except the area retained by the Owner, in the project on the above property, thereon in favor of any nationalized and/or cooperative bank and/or in favor of any other financial institution for raising Project Finance Loan from such bank or financial institution.

The owner does not have any objection for mortgage of land along with construction thereon. This Development Agreement itself shall be construed as no objection of the owners for mortgage of land and buildings except the area retained by the Owners.

Seal of the Sub-Registrar No. 5 AURANGABAD

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17. It is agreed by the both parties that after the completion of the project on the owners property, the Developer shall handover the property of the owner as per terms and conditions agreed between them and the charges like VAT, Service Tax, Income Tax, Electrical meter charges and any other charges will be borne by the owners for their share of constructed portion of project which is given for Development to builder & developer.

18. The owners is at liberty to sell or dispose off their own share of constructed area given to them by the developer and at that time they can accept the money from the purchaser of the and execute the necessary documents at the office of Sub Registrar, Aurangabad.

19. Any dispute taking place between the owners and the builders and developers then it will be taken to the commonly agreed Arbitrator under the Arbitration and conciliation Act.

SCHEDULE - A

Land admeasuring **1 Hector 60 R,** out of S. No. 138, admeasuring Total Land of **5 Hector 23 R** situated at Mouje SAWANGI, Tq. Dist. Aurangabad is owned and possessed by **Owners No. 1 to 4,** Land admeasuring **1 Hector 05 R,** and Land admeasuring **55 R,** out of S. No. 138, situated at Mouje SAWANGI, Tq. Dist. Aurangabad, it is their commonly self acquired property. The Total land of the project is **4.00 ACRE which is part of this Development Agreement which is commonly bounded by**

East-Gut No. 139 and land of Sumanbai Rambhau Dahihande & Nala

West-Land of Sofiyabi Sayyad Amin & Land of Shri Dilip Deshmukh & others

South -Kham River

North -Road

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IN WITNESS WHEREOF THIS AGREEMENT is executed today

9th day of Feb 2012 at Aurangabad.

SIGNED AND DELIVERED BY
THE WITHIN NAMED PLOT OWNERS

1. MR. BHAGWAT MHATARJI MAGAR,

2. MR. MAHENDRA ATMARAM KHARAT,

3. MR. GOKULSING RAISING MARMAT,

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4. MRS. MEENA GOKULSING MARMAT,

SIGNED AND DELIVERED BY
THE WITHIN NAMED DEVELOPERS,

MR. ANAND SUNDARRAO JOGDAND,
Through one of its partner of
RAJASHREE UDYOG, A Registered Partnership Firm having its office at, 163, Samarth Nagar, Aurangabad, ,

WITNESSES:

1) शेख अहमद शेख शहानूर
वय- 42 वर्षे - धंदा-व्यापार
रा. रटिमनगर औलाद.

2) निश्चित स. तिवारी
वय-31 वर्षे धंदा-व्यापार
रा. वेदान्त नगर औरंगाबाद

Seal of the Sub-Registrar No. 5 AURANGABAD

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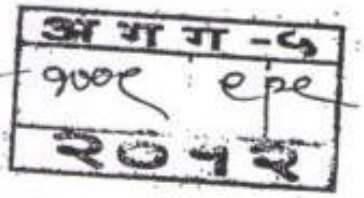

09/02/2012 दुय्यम निबंधका
3:37:25 pm औरंगाबाद 5

दस्त गोषवारा भाग-1

दस्त क्र 1009/2012
25/12

दस्त क्रमांक : 1009/2012

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नावः भागवत म्हतारजी मगर - - पत्ताः घर/फ्लॅट नं: - गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: -- पेठ/वसाहतः - शहर/गावःऔरंगाबाद तालुकाः - पिनः - पॅन नम्बरः -	लिहून देणार वय 61 सही		
2	नावः महेंद्र आत्माराम खरात - - पत्ताः घर/फ्लॅट नं: - गल्ली/रस्ताः - ईमारतीचे नावः -- ईमारत नं: - पेठ/वसाहतः - शहर/गावःऔरंगाबाद तालुकाः - पिनः - पॅन नम्बरः -	लिहून देणार वय 45 सही		
3	नावः गोकुलसिंग रायसिंग मरमट - - पत्ताः घर/फ्लॅट नं: - गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: -- पेठ/वसाहतः - शहर/गावःऔरंगाबाद तालुकाः - पिनः - पॅन नम्बरः -	लिहून देणार वय 47 सही		
4	नावः मिना गोकुलसिंग मरमट - - पत्ताः घर/फ्लॅट नं: - गल्ली/रस्ताः - ईमारतीचे नावः - ईमारत नं: -- पेठ/वसाहतः - शहर/गावःऔरंगाबाद तालुकाः - पिनः - पॅन नम्बरः -	लिहून देणार वय 41 सही सौ. मिना मरमट		
5	नावः राजश्री उद्योग तर्फे पार्टनर श्री आनंद सुंदरराव जोगदंड - - पत्ताः घर/फ्लॅट नं: - गल्ली/रस्ताः - ईमारतीचे नावः -- ईमारत नं: - पेठ/वसाहतः - शहर/गावः औरंगाबाद तालुकाः - पिनः - पॅन नम्बरः -	लिहून घेणार वय 51 सही		

Seal of the Sub-Registrar No. 5 दुय्यम निबंधक औरंगाबाद क्र. 4 सत्यमेव जयते औरंगाबाद AURANGABAD

दस्तऐवज करुन देणार तथाकथीत [करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख] दस्तऐवज करुन दिल्याचे कबूल करतात.

दस्त गोषवारा भाग - 2

अगग5
दस्त क्रमांक (1009/2012)
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दस्त क्र. [अगग5-1009-2012] चा गोषवारा
बाजार मुल्य :4650000 मोबदला 4650000 भरलेले मुद्रांक शुल्क : 186000

दस्त हजर केल्याचा दिनांक :09/02/2012 03:31 PM
निष्पादनाचा दिनांक : 09/02/2012
दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 09/02/2012 03:31 PM
शिक्का क्र. 2 ची वेळ : (फी) 09/02/2012 03:35 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 09/02/2012 03:37 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 09/02/2012 03:37 PM

दस्त नोंद केल्याचा दिनांक : 09/02/2012 03:37 PM

ओळख :
खालील इसम असे निवेदीत करतात की, [illegible] व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.
1) शेख अहमद शेख शहानूर - - ,घर/फ्लॅट नं: -
गल्ली/रस्ता: --
ईमारतीचे नाव: -
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:औरंगाबाद
तालुका: -
पिन: -
2) निखील सत्यनारायण तिवारी - - ,घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: --
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव:औरंगाबाद
तालुका: -
पिन: -

पावती क्र.:1089 दिनांक:09/02/2012
पावतीचे वर्णन
नांव: राजश्री उद्योग तर्फे पार्टनर श्री आनंद सुंदरराव पोगदंड - -

30000 :नोंदणी फी
580 :नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

30580: एकूण

दु. निबंधकाची सही, औरंगाबाद 5

दु. निबंधकाची सही
औरंगाबाद 5

Seal of the Sub-Registrar No. 5 दुय्यम निबंधक औरंगाबाद क्र. ५ AURANGABAD

कलम ७७ प्रमाणे एकूण ०९ पाने आणले
बुकाचे १०० ने
वरील नोंदला तारीख ९/२/१२

सह दुय्यम निबंधक
औरंगाबाद क्र. ५