343/545
Wednesday,January 31 ,2018
11:00 AM

पावती

मुळदस्त परत केला

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 828 दिनांक: 31/01/2018

गावाचे नाव: **नक्षत्रवाडी**
दस्तऐवजाचा अनुक्रमांक: **अगग6-545-2018**
दस्तऐवजाचा प्रकार : **डेव्हलपमेंट अँग्रीमेंट**
सादर करणाऱ्याचे नाव: **डेव्हल्पर्स - श्री कुंडलवाल अण्ड सन्स तर्फे पार्टनरस क्रमांक 1 . राजेंद्र बन्सीलाल कुंडलवाल - -**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1060.00
पृष्ठांची संख्या: 53	
एकूण:	रु. 1160.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:02 AM ह्या वेळेस मिळेल.

Joint S.R Aurangabad VI

बाजार मुल्य: रु.1 /-
मोबदला रु.1/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005286838201718E दिनांक: 31/01/2018
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 1060/-

Registrar No.6 दु.नि.सह दु.नि. औरंगाबाद

मुळदस्त परत केला

दस्त स्कॅम झाला

CHALLAN
MTR Form Number-6

GRN MH005288838201718E	BARCODE	Date 12/09/2017-11:12:02	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID (If Any)	
		PAN No.(If Applicable)	AARPV4864C
Office Name	ARB6 AURANGABAD NO 6 SUB REGISTRAR	Full Name	SUHAS LAXMANRAO VAIDYA AND OTHERS
Location	AURANGABAD		
Year	2017-2018 One Time	Flat/Block No.	GUT NO 106 PART NAKSHTRAWADI
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	100.00	Road/Street	AURANGABAD
		Area/Locality	AURANGABAD
		Town/City/District	
		PIN	4 3 1 0 0 1
		Remarks (If Any)	PAN2=ABWFS5341K~SecondPartyName=SHREE KUNDALWAL AND SONS THROUGH ITS PARTNER RAJENDRA B KUNDALWAL AND OTHER~CA=0~MarketVal=0
Total	100.00	Amount In Words	One Hundred Rupees Only

THIS CHALLAN IS DEFACED

Jt. Sub-Registrar
A'bad. No.6, A'bad

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572017091266917	IK0CIIKYGU1
Cheque/DD No.		Bank Date	RBI Date	12/09/2017-11:12:42	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No., Date		Not Verified with Scroll	

Mobile No. : 9325381982

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Seal of the Sub-Registrar No.6 Aurangabad.

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Print Date 12-09-2017 11:12:43

CHALLAN
MTR Form Number-6

GRN	MH005286838201718E	BARCODE		Date	12/09/2017-11:12:02	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fee Ordinary Collections IGR	**TAX ID (If Any)**	
		PAN No.(If Applicable)	AARPV4864C
Office Name	ARB6_AURANGABAD NO 6 SUB REGISTRAR	**Full Name**	SUHAS LAXMANRAO VAIDYA AND OTHERS
Location	AURANGABAD		
Year	2017-2018 One Time	**Flat/Block No.**	GUT NO 106 PART NAKSHTRAWADI
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Amount of Tax	100.00	**Road/Street**	AURANGABAD
		Area/Locality	AURANGABAD
		Town/City/District	
		PIN	4 3 1 0 0 1
		Remarks (If Any)	PAN2=ABWFS5341K~SecondPartyName=SHREE KUNDALWAL AND SONS THROUGH ITS PARTNER RAJENDRA B KUNDALWAL AND OTHER~CA=0~Marketval=0
		Amount In Words	One Hundred Rupees Only
Total	100.00		

DEFACED ₹100.00 DEFACED

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN / Ref. No.	00040572017091268917 / IK00HKYGU1
Cheque/DD No.		Bank Date / RBI Date	12/09/2017-11:12:37 / 13/09/2017
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	256 , 13/09/2017

Mobile No. : 9325381982

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Validity unknown
Digitally signed by GDS VIRTUAL TREASURY MUMBAI 01
Date: 2018.01.31 10:50:14 IST
Reason: Secure Document
Location: India

Challan Defaced Details

Sr. No.		Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-343-545	0005540962201718	31/01/2018-10:50:12	IGR210	100.00
			Total Defacement Amount		**100.00**

Seal of the Sub-Registrar No.6 दुय्यम निबंधक औरंगाबाद क्र. ६ Aurangabad.

Print Date 31-01-2018 10:50:14

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कार्यालय औरंगाबाद
31 MAY 2017
मुद्रांक प्रमुख लिपीक
ब.को.अ. औरंगाबाद.

अ.क्र. 1039 दिनांक 14 JUN 2017 रक्कम 500
हस्ते Nagesh P. Swami at A-6
कोणाकरिता Shri Kundalwal & Sons at A-6
शेख युसु
मुद्रांक विक्रे
ला.न.3101(
चौक, औरंगा

Seal of the Sub-Registrar No.6 मुख्य निबंधक औरंगाबाद क्र. ६, यांची मुद्रा * Aurangabad. *

DEED OF MODIFICATION TO DEVELOPMENT AGREEMENT

THIS DEED OF MODIFICATION TO DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON THIS 22 DAY OF JUNE, 2017 AT AURANGABAD, BY AND BETWEEN:

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1. Mr. Suhas s/o Laxmanrao Vaidya,
Age: 57 years, Occ: Agriculture & Business,
R/o: Sukul, 279, Samarth Nagar,
Aurangabad.
PAN NO. AARPV4864C

2. Mrs. Sunita w/o Suhas Vaidya,
Age: 52 years, Occ: Agril., & Business,
R/o. as above.
PAN NO.AALPV4545N

3. Mr. Vishnudas s/o Harikishan Bajaj,
Age: 62 years, Occ: Service,
R/o. 5, Gandhi Nagar, Bansilal Nagar,
Aurangabad.
PAN NO.AAYPB1797P

4. Mr. Kamalkishor s/o Kaluram Bajaj,
Age: 58 years, Occ: Agril., & Business,
R/o. Shilp Nagar, Near Bansilal Nagar,
Aurangabad.
PAN NO.AASPB6949F

(Hereinafter called as OWNERS which expressions shall mean and include all their legal heirs, successors, legal representatives, executors, administrator and assignees)

A N D

M/s. Shree Kundalwal & Sons,
A Partnership Firm registered under the provisions
Of The Indian Partnership Act, having it's registered
Office at 4, Varad Apartment, Mama Chowk,
Padampura, Aurangabad.
PAN NO.ABRPK1710D

Seal of the Sub-Registrar No.6 Aurangabad.

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1. Mr. Rajendra Bansilal Kundalwal,
Age: 54 years, Occ: Business,
R/o. Padampura, Aurangabad.

2. Mr. Sanjay Bansilal Kundalwal,
Age: 47 years, Occ: Business,
R/o. as above.

(Hereinafter called as DEVELOPER which expressions shall mean and include all their present and future partners firm, their legal heirs, successors, legal representatives, executors, administrator and assignees)

AND CONSENTED BY

Balkrishna Dasrao Bhakre,
Age: 52 years, Occ: Business,
R/o. Shambhu Mahadeo Nagar,
Near Jyoti Nagar, Aurangabad.

(Hereinafter called as CONSENTING PARTY which expression shall mean and include all his heirs, successors, legal representatives, executors, administrator and assignees)

WHEREAS, the owner No.1 owner and possessor of the land Gut No.106 totally admeasuring 10 H 11 R (including port kharab of 2 R) to the extent of 1 H 17 R and he purchase the same under the registered sale deed No.414 of 2006 dated 21/05/2006.

AND WHEREAS, out of the said 1 H 17 R portion, the area to the extent of 20.26 R is affected for reservation of school and therefore after excluding the said area, the owner No.1 entered into registered development agreement in respect of remaining 96.74 R portion with the developer along with owner Nos.2 to 4, under the registered development agreement dated 28/12/2010 registered at Serial No.9520, but mistakenly the fact of reservation of area remain to be mentioned in the said development agreement.

AND WHEREAS, the owner No.2 is the owner and possessor of 76 R portion out of the above said land Gut No.106 and she purchase the same under the registered sale deed No.1546 dated 05/08/1998 and she entered into the development agreement in respect of 16.9833 R out of the same with the developer along with other owner, but however, mistakenly her area under development was stated 649 sq.mtrs., in the said development agreement. Similarly out of the area 16.9833 R portion, 7.7781 R is effected by road, but the development agreement is along with the right to consume the FSI of the area effected by road, but the said fact also remain to be mentioned in the above referred development agreement.

AND WHEREAS, owner Nos.3 and 4 are the owner and possessor of 24 R portion out of the said land Gut No.106 and they purchase the same under the registered sale deed No.9090/2010 dated 08/11/2010 and they entered into registered development agreement of the said area along with other owners (for their separate area) on dated 28/12/2010, but out of the said area, area to the extent of 4.35 R is effected for school reservation and therefore available area for development is only 19.65 R, but the said fact also remain to be stated in the development agreement.

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AND WHEREAS, the owner No.2 and the developer also executed a registered deed of correction No.7066, dated 15/10/2012 and therefore tried to correct the area under development of the owner No.2, but however, other owners are not party to the said deed of correction and there are also various mistake in the said deed of correction and therefore all the parties to this deed of modification hereby cancelled the said deed of correction dated 15/10/2012.

AND WHEREAS, at the time of above said development agreement and deed of correction dated 15/10/2012, Rajendra Kundalwal and Sanjay Kundalwal were only the partners of the firm M/s. Shree Kundalwal and Sons, however, by virtue of the deed of admission cum deed of partnership dated 01/01/2011, consenting party is admitted as a partner in the said firm.

AND WHEREAS, as per the above referred development agreement dated 28/12/2010, in consideration of the property being given for development, the owner agreed to receive and developer agreed to allot 40% construction in the area under development and at the same time developer also obtained another area admeasuring 2 H 2 R in land Gut No.106 for development from Sanjay and Rajendra Kundalwal, and developer obtained construction permission for entire land including land of Sanjay and Rajendra Kundalwal and therefore by virtue of deed of confirmation entered between the parties to this deed of modification, the developer agreed to allot certain construction to the owners, but however, the parties thereafter decided that, instead of allotting specific construction specific percentage in net sale consideration in respect of particulars buildings be paid by the developer to the owner.

AND WHEREAS, in view of the above stated facts, it became necessary to execute this deed of modification to registered development agreement dated 15/10/2012 as under;

1) That, the name of the consenting party stands added as one of the partners of M/s. Shree Kundalwal and Sons, in the development agreement, as partner No.3.

Seal of the Sub-Registrar Aurangabad.

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2) That, the deed of correction dated 15/10/2012 registered at serial No.7066 at the office of Sub Registrar Aurangabad, stands cancel.

3) That, the registered deed of confirmation dated 04/11/2016 registered at serial No.4442 at the office of Sub Registrar Aurangabad, stands cancel.

4) After the description of property of owner No.1 given in para No.1 Schedule-A, the following sentence stand added;

"excluding therefrom the area admeasuring 20.26 R affected by reservation of school"

5) That, figure 649 sq. mtrs., mentioned in fifth line of para No.2 of Schedule-A stand deleted and replace by the figure "16.9833 R" similarly at the end of the said para the following word stand added "excluding therefrom the area admeasuring 7.7781 R affected by DP road", but including the available FSI of the said area."

6) That, Schedule-C mentioned in development agreement stand deleted.

7) That, Clause-2 of the development agreement stands deleted and replaced by following clause;

"That, after the above said development agreement, the developer also obtained 2 H 2 R portion out of land Gut No.106 belonging to Rajendra and Sanjay Kundalwal for development under the registered development agreement dated 12/05/2011 registered at Serial No.AGG5-03545-2011. Therefore the developer obtained joint construction permission of the land under development in this agreement and the said land of Kundalwal Brothers on dated 01/02/2012 from Municipal Corporation Aurangabad, and as per the said construction plan the developer proposed to construct five apartment buildings, as Apartment Building-A, Apartment

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Seal of the Sub-Registrar No.6 Aurangabad.

Building-B-1 B-2, Apartment Building-C, Apartment Building-D and Apartment Building-E, F, G and nine independent Bungalow as Bungalow Nos.IB-1 to IB-9. Therefore it is decided amongst the owner and developer that, Owner Nos.1 and 2 jointly received 17% consideration of sale of each unit of Apartment Building-A, 24% sale consideration out of sale of shops in Apartment Building-E, F, G, 17% consideration from sale of each unit in Wing-E of Apartment Building-E, F, G, 63% consideration out of sale of each unit in Wing-F of Apartment Building-E, F, G and IB-02 and 25% consideration out of the sale of each of independent bungalows out of remaining independent bungalow. Similarly it is also agreed that owner Nos.3 and 4 to receive 25% consideration out of sale of each of remaining independent bungalow. However, the owner will co-operate the developer to follow the provisions of RERA Act, while receiving their share in consideration amount as stated above. That, except the above said amount of consideration, the developer will be entitle to receive and retain total remaining consideration out of sale of all units in Esmeralde and the owner will have no concern with it. All agreement to sale and sale deed of units will be executed by the developer only for themselves, as well as GPA of owners and they will collect the entire consideration amount and will be pay the share of owner as stated above to the owners. The percentage of sale consideration payable by the developer to the owner is in accordance with the specification mentioned in Schedule-B, but however, if any of the purchaser desire to have any change in the said specification, developer at his discretion may change the said specification at his own cost and also will be entitled to receive and retain the extra charges from the purchaser for such changes. Similarly the net

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sale consideration does not include the charges for MSEB water connection charges, infrastructure charges, carpus fund, amount collected for service charges, VAT, GST or any other taxes imposed by the State Government and Central Government on this transaction."

8) It is decided among the parties that all the expenses of this deed of modification including stamp duty and registration charges to be borne by owners.

9) All other contents of the development agreement dated 28/12/2010 which is not contrary to this deed of modification remain intact.

IN WITNESS WHEREOF THIS DEED OF MODIFICATION TO DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON THIS THE 22 DAY OF JUNE, 2017 AT AURANGABAD.



OWNERS

WITNESSES

1.



1. Mr. Suhas s/o Laxmanrao Vaidya,

2.

2. Mrs. Sunita w/o Suhas Vaidya,



3. Mr. Vishnudas s/o Harikishan Bajaj,



4. Mr. Kamalkishor s/o Kaluram Bajaj,

DEVELOPER

M/s. Shree Kundalwal & Sons,
A Partnership Firm;

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Seal of the Sub-Registrar No.6 दुय्यम निबंधक औरंगाबाद क्र. ६ यांचा शिक्का Aurangabad.



1. Mr. Rajendra Bansilal Kundalwal



2. Mr. Sanjay Bansilal Kundalwal,

CONSENTING PARTY



Balkrishna Dasrao Bhakre,

(1) Santosh Balmukund Tiwari
Age: 43 occ: service
Seedhaytass, Abad



(2) Suresh Haribhy Chavan
Age: 33 occ service
Abad



Seal of the Sub-Registrar No.6 Aurangabad.

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