

158/4145

पावती

Original/Duplicate

Wednesday, November 08, 2017

नोंदणी क्र. 39म

4:54 PM

Regn. 39M

पावती क्र. 8423

दिनांक: 08/11/2017

मावये माव: सातारा

दस्तऐवजाचा अनुक्रमांक: अगम1-4145-2017

दस्तऐवजाचा प्रकार : डेव्हलपमेंट ऑथोर्मिट

सदर करणाऱ्याचे नाव: सनीमा बी शेख जफर - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1300.00

पृष्ठांची संख्या: 65

एकूण:

रु. 31300.00

आपणास मूळ दस्त, यवनेल प्रिंट, सूची-2 अंदाजे
4:21 PM ह्या वेळेस मिळेल.

Sub Registrar Aurangabad I

साजार मुल्य: रु.50069000/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 2503500/-

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

डिजी/थनडेटा/पे ऑर्डर क्रमांक: MH006970068201718E दिनांक: 08/11/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1300/-

सनीमा

मुळ दस्त यस्त घेणा

Received Adjudication Fee Rs. 100/-
Vide Challan No. Receipt No.

Collector of Stamps
Aurangabad.

Certificate u/s 32(1)(b) of the Bombay Stamp Act, 1958

ADP/2100001/228/2017-1

Office of the Collector of Stamp

Date: 27/10/2017

Received from Shri. M. S. Deolai, Deolai, Aurangabad Partners Mughed Khan

residing at Ghat No. 101, Deolai, Aurangabad

Stamp duty of Rs. 12,503,500/- Three Lakhs, Five Lakhs

Three Thousand and Five Hundred

Challan No. 2100001/228/2017-1

Certified under Section 32(1)(b) of Bombay Stamp Act, 1958

that the full duty of Rs. 12,503,500/- with which

this instrument is chargeable has been paid vide article no. 520

of Schedule I

This Certificate is subject to the provisions of section

83 (A) of the Bombay Stamp Act, 1958

Place :- Aurangabad.

Date :- 27/10/2017

Collector of Stamps
Aurangabad.

M.V.B. 5,00,69,000/-

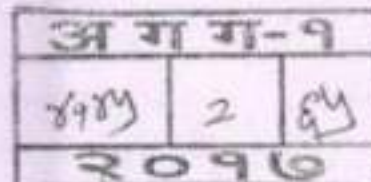


DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS EXECUTED AT
AURANGABAD ON THIS 08 DAY OF October 2017.

BETWEEN

1. Mrs. Salima Bee Shaikh Jafar,
Age: 67 Years, Occu: Household
R/o- Deolai, Aurangabad.
ADHAR I.D. NO. : 588883803044
2. Mr. Azhar Jafar Patel
Age: 37 Years, Occu: Agricultural
R/o- Deolai, Aurangabad.
ADHAR I.D. NO. : 349887663356
3. Mr. Abu Hurera Mubin Jafar Patel
Age: 35 Years, Occu: Agricultural
R/o- Deolai, Aurangabad.
ADHAR I.D. NO. : 827142557285
4. Mr. Shaikh Sikandar Muneer
Age: 42 Years, Occu: Agricultural
R/o- Deolai, Aurangabad.
ADHAR I.D. NO. : _____



(Hereinafter received to as 'Owners/Owner/s', which expression shall mean and include his successors, legal representatives and assignees in interest)

..... Party on the First Part

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AND

**M/s. Deluxe Buildcon Registered Partnership Firm
Through its Partners**

1. Mr. Mujahed Khan Maqbool Khan, Age 33 years, Occupation Business, Resident of Gut No. 131, RahimNagar, Deolai Chowk, Deolai Parisar, Beed By Pass Road, Aurangabad Maharashtra 431005
2. Mr. Syed Mansoor Syed Ahmed, Age 38 years, Occupation Business, Resident of House No. 15, Kausar Park, Deolai chowk, Satara Parisar, Beed By Pass Road, Aurangabad Maharashtra 431005
3. Mr. Shaikh Irfan Shaikh Gulab, Age 27 years, Occupation Business, Resident of Huse No. 17, Kausar Park, Deolai Chowk, Satara, Parisar, Beed By Pass Road, Aurangabad Maharashtra 431005
4. Mr. Shaikh Altaf Shaikh Afsar, Age 23 years, Occupation Business, Resident of Huse No. 06, Kausar Park, Deolai Chowk, Satara, Parisar, Beed By Pass Road, Aurangabad Maharashtra 431005

(Hereinafter received to as The Developer/Builder, which expression shall mean and include his successors, legal representatives and assignees in interest)

.....Party on the Second Part

WHEREAS

The property land admeasuring 2 Acre 9 Gunthas out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad was owned and possessed by Hasina Bee Shaikh Muneer and land admeasuring 2 Acre 7 Gunthas out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad was owned and possessed by Salima Bee Jafar Patel and it was their ancestral property.

AND WHEREAS Hasina Bee w/o Muneer vide Registered Sale Deed bearing No. 2116 dated 31.07.2001 has sold land admeasuring 39R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad to Mr. Raeeskhan Wahedkhan & Mr. Junedkhan Shabbirkhan.

AND WHEREAS On the basis of above referred Registered Sale Deed and Registered Correction Deed the Revenue Authority has sanctioned the Mutation bearing No. 2921 and recorded the name of Mr. Raeeskhan Wahedkhan & Mr. Junedkhan Shabbirkhan on 7/12



Extract as owner and possessor of the land admeasuring 39R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad.

AND WHEREAS Hasina Bee w/o Munser vide Registered Sale Deed bearing No. 2117 dated 31.07.2001 and its Registered Correction Deed bearing No. 3381 dated 27.05.2002 has sold land admeasuring 41R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad to Shaikh Taher Shaikh Yusuf.

AND WHEREAS On the basis of above referred Registered Sale Deed and Registered Correction Deed the Revenue Authority has sanctioned the Mutation bearing No. 2922 and 3379 and recorded the name of Shaikh Taher Shaikh Yusuf on 7/12 Extract as owner and possessor of the land admeasuring 41R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad.

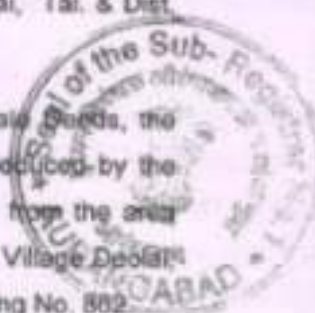
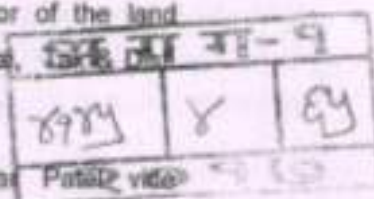
After execution of the above Referred Registered Sale Deeds, the Ownership of Hasina Bee w/o Muneer reduced by the Revenue Authority, on 7/12 Extract of Gut No. 101 from the land admeasuring 89R to 9 R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad.

AND WHEREAS Hasina Bee w/o Muneer, died in the year 2008 and the Revenue Authority has recorded the name of Mr. Shaikh Sikandar Sk. Muneer, on 7/12 Extract as the only LR of deceased Hasina Bee w/o Muneer and owner and possessor of the land admeasuring 9 R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad, and his name is continued up till now.

AND WHEREAS Mrs. Salima Bee Shaikh Jafar Patel vide Registered Deed bearing No. 1352 dated 16.06.1997 has sold land admeasuring 41R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad to Sou. Savitribai Sridhararao Mhaske.

After execution of the above Referred Registered Sale Deeds, the Ownership of Mrs. Salima Bee Shaikh Jafar Patel reduced by the Revenue Authority, on 7/12 Extract of Gut No. 101 from the area land admeasuring 87R to 48 R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad by sanctioning Mutation bearing No. 882.

AND WHEREAS Mrs. Salima Bee Shaikh Jafar Patel vide Registered Gift Deed bearing No. 777 dated 03.02.2017 has gifted undivided share i.e. land admeasuring 15R to her son namely Mr.



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Azhar Jafar Patel & gifted undivided share i.e. land admeasuring 15R to her another son namely Mr. Anilrera Mubin Jafar Patel out of the total land admeasuring 46R owned and possessed by her in Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad.

AND WHEREAS the Municipal Corporation Aurangabad, vide its Commencement Certificate bearing permission No. 182/2017-18 & File bearing No. 1284/17/2016-17 dated 19.05.2017, has granted permission for construction of flatted building as well as Row-Houses as per the sanction plan sanctioned by the Dy. Engineer Municipal Corporation, Aurangabad.

AND WHEREAS the party on the first part i.e. owners have decided to develop the said properties, as per the sanctioned plan by the through developer and as such they approached to the party on the second part i.e. developer for the development of the above said properties. The developer decided to develop the said property. It is further agreed between the owners and developers as stated in this agreement.

3. The said land proposed to be developed is shown on a plan hereto annexed by Red Colour boundary line.

4. The Owners have agreed to authorize the Developer/Builder to develop the said land described in the Schedule hereunder written, by constructing buildings (consisting of flats & Row Houses) herein after called as "flatted building" thereon on Flat Ownership basis. On the following terms and conditions agreed to between the parties hereto:

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. With a view to develop the said land described in the Schedule hereunder written (hereinafter referred to as "the said property") as may be permitted by all concerned authorities, the Owners hereby agrees to entrust and hand over to the Developer the property referred under the schedule, with work and right of Development of the said property described in the Schedule hereunder & on the terms hereinafter contained.

2. The Developer hereby agrees to develop and or cause to be developed the said property as per the sanctioned plan,



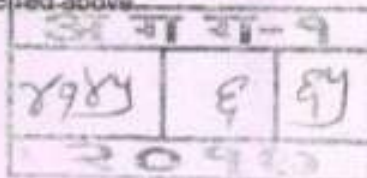
sanctioned by the Dy. Engineer, Municipal Corporation, Aurangabad, on the terms mentioned herein and as permitted by the concerned authorities by constructing flatted building & Row-Houses thereon on ownership basis.

3. In Consideration of the Owners having agreed to entrust to the Developer the development of the said property described in the Schedule hereunder written and to confer upon the Developer the rights, powers, privileges and benefits as mentioned herein. In consideration of the property towards this Development the developer shall give & allot following to the respective land owners & also the specification of the construction attached herewith. The Owners have no grievance about the allotment of the unit. Other than units allotted to the and owners referred blow, the developer has full right to sale the total construction, & receive the consideration amount of the said constructed area, including the construction after loading the TDR & all other available FSI, on the said property with present & future norms.

In addition to the allotment of the units referred below the Developer shall pay an amount of Rs. 60,00,000/- (Rupees sixty Lacs Only) as the refundable Security Deposit amount to the owners & the developer has paid the said amount as per following details to the owners & the owners acknowledges the receipt of said amount.

Name of the Owner	Amount	Cheque Number	Date	Name of the Bank
Mrs. Salima Bee Shaikh Jafar,	15,00,000	033762	08.05.17	Shri. Chhatrapati R. S. Urban Co. Beed Bypass, A'bad
	10,00,000	033763	08.05.17	
Mr. Azhar Jafar Patel	15,00,000	033767	12.07.17	
Mr. Abu Hurera Mubin Jafar Patel	15,00,000	033768	12.07.17	
	5,00,000	033769	20.07.17	
Total Amount	60,00,000			

It is agreed in between parties that the owner shall refund the above referred Security Deposit amount Rs. 60,00,000/- (Rupees sixty Lacs Only) before handing over the possession of his share i.e. Plots/Row Houses/units referred above.



The constructed units/flats shared by the owners & developer are detailed as below:

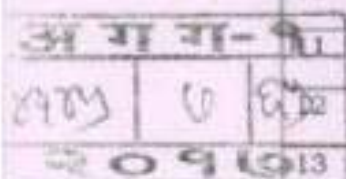
SHARE OF LAND OWNER Mrs. Salima Bee Shaikh Jafar Patel, Mr. Azhar Jafar Patel & Mr. Abugorera Mubin Jafar Patel

A Building = 527.192 sqm (9 Flats) (1 BHK= 4 Flats, 2 BHK= 5 Flats)

Flat No.	Area in Sqm.	Floor	
01	52.33	Stilt Ground	1 BHK
07	52.33	Stilt First	1 BHK
08	46.53	Stilt First	1 BHK
11	69.294	Stilt First	2 BHK
17	69.294	Stilt Second	2 BHK
19	52.33	Stilt Third	1 BHK
23	69.294	Stilt Third	2 BHK
27	56.42	Stilt Fourth	2 BHK
30	59.37	Stilt Fourth	2 BHK

B Building = 947.474 sqm (18 Flats) (1 BHK= 8 Flats, 2 BHK= 10 Flats)

Flat No.	Area in Sqm.	Floor	1 BHK
03	46.043	Stilt Ground	2 BHK
04	58.25	Stilt Ground	2 BHK
05	58.25	Stilt Ground	1 BHK
06	46.043	Stilt Ground	1 BHK
07	46.043	Stilt First	2 BHK
08	58.25	Stilt First	2 BHK
09	58.25	Stilt First	1 BHK
14	46.043	Stilt First	1 BHK
19	46.043	Stilt Second	2 BHK
20	58.25	Stilt Second	2 BHK
21	58.25	Stilt Second	2 BHK
22	46.043	Stilt Second	1 BHK



23	46.043	Stilt Second	1 BHK
27	46.043	Stilt Third	1 BHK
28	58.25	Stilt Third	2 BHK
29	58.25	Stilt Third	2 BHK
37	58.25	Stilt Fourth	2 BHK
40	54.88	Stilt Fourth	2 BHK

ROW HOUSE* = 406.34 Sqm. (7 Row Houses)

Row House No.	Area in Sqm.
06	56.93
07	56.93
08	56.93
09	56.93
10	56.93
11	56.93
16	64.76

SHARE OF LAND OWNER Mr. Shaikh Sikandar Sk. Muneer

A Building = 290.29 sqm (5 Flats) (4 Flats, 2 BHK, 1 Flat, 1 BHK)

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878	< 84
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Flat No.	Area in Sqm.	Floor	
04	62.80	Stilt Ground	2 BHK
09	56.42	Stilt First	2 BHK
18	59.37	Stilt Second	2 BHK
24	59.37	Stilt Third	2 BHK
25	52.33	Stilt Fourth	1 BHK

SHARE OF LAND DEVELOPER

A Building = 916.238 sqm (16 Flats) (1 BHK= 5 Flats, 2 BHK= 11 Flats)

Flat No.	Area in Sqm.	Floor	
02	46.53	Stilt Ground	1 BHK

03	56.42	Stilt Ground	2 BHK
05	69.294	Stilt Ground	2 BHK
06	59.37	Stilt Ground	2 BHK
10	62.80	Stilt First	2 BHK
12	59.37	Stilt First	2 BHK
13	52.33	Stilt Second	1 BHK
14	46.53	Stilt Second	1 BHK
15	56.42	Stilt Second	2 BHK
16	62.80	Stilt Second	2 BHK
20	46.53	Stilt Third	1 BHK
21	56.42	Stilt Third	2 BHK
22	62.80	Stilt Third	2 BHK
26	46.53	Stilt Fourth	1 BHK
28	62.80	Stilt Fourth	2 BHK
38	69.294	Stilt Fourth	2 BHK

B Building = 879.114 sqm (17 Flats) (1 BHK= 8 Flats, 2 BHK= 9 Flats)

Flat No.	Area in Sqm.	Floor	
01	58.25	Stilt Ground	2 BHK
02	46.043	Stilt Ground	1 BHK
07	46.043	Stilt Ground	1 BHK
08	54.88	Stilt Ground	2 BHK
09	58.25	Stilt First	2 BHK
10	46.043	Stilt First	1 BHK
15	46.043	Stilt First	1 BHK
16	54.88	Stilt First	2 BHK
17	58.25	Stilt Second	2 BHK
18	46.043	Stilt Second	1 BHK
24	54.88	Stilt Second	2 BHK
25	58.25	Stilt Third	2 BHK

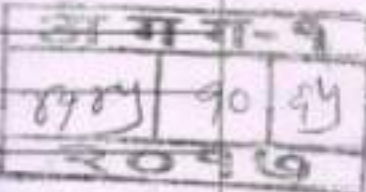


26	46.043	Stilt Third	1 BHK
30	46.043	Stilt Third	1 BHK
31	46.043	Stilt Third	1 BHK
32	54.88	Stilt Third	2 BHK
36	58.25	Stilt Fourth	2 BHK

* ROW HOUSE* = 579.808 Sqm. (9 Row Houses)

Row House No.	Area in Sqm.
01	56.93
02	56.93
03	56.93
04	56.93
05	56.93
12	100.878
13	64.76
14	64.76
15	64.76

Builders Total Share : (A Building + B Building + Row Houses)

A Building	916.238 Sqm	
B Building	879.114 Sqm.	
Row Houses	579.808 Sqm.	
Total	2375.16 Sqm.	



It is further agreed in between the parties of this development Agreement that, after completion of construction work, the Developer shall hand over the possession of the units to the owners with respect to their share & thereafter only the owners shall have absolute right & liberty to Sale the said Unit/Flat which is specifically identified in the Registered Deed of Declaration towards the share of the owners & to receive independently the consideration of said sold Unit & the no consent of the developer shall be needed for execution of the Sale Deed by the owners.

4. The Owners have assured that they are the full Owners of the said property and that the property is not subject to any dispute, litigation, mortgage, charge or any other encumbrance. In future if any dispute with respect to the title of the property is arises the owners shall resolve all the disputes at his own cost & make available to the developer the clear, good & marketable title of the property referred under the schedule. If the owners shall fail to resolve the disputes in reasonable period then he shall pay all the expenses/losses to the developer.

5. WHEREAS, it is decided between the parties of this development agreement that the party on the second part i.e. developer shall construct and complete the entire project within period of 36 months plus 6 months grace period if required from the date of commencement certificate/ construction permission given by the Municipal Corporation, Aurangabad. Both the parties of the development agreement are agreed and consented for the same.

6. The developer will be entitled to carry out the entire construction work at his own costs & risk & developer shall pay all the necessary charges/taxes for construction & development work. The Owners hereby agrees to render all assistance and co-operation that may be required by the Developer from time to time to carry out the Development work in respect of the said property and construction.

7. It is clearly agreed in between the owners & developer that, the Developer shall have full right to sale the entire construction to any of the prospective purchaser, including the construction after loading the TDR on the said property & shall receive & retain the consideration amount of the said construction except the share i.e. entire Still Floor of the owners referred above.

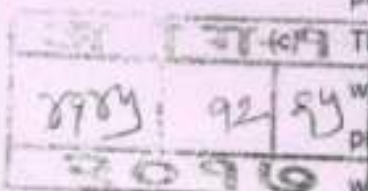
8. It is clearly agreed in between the owners & developer that, the Developer will purchase T.D.R. available as per the norms of the planning authority, for the said plot referred under the schedule and utilize the same on the said plot by additionally constructing the upper floors & also the developer will have entire rights to sale, mortgage, transfer the said additional construction & to retain the entire consideration amount of the said additional constructed area (by availing TDR) & the owners will not have any objection for the same & consented for the same.



9. The Owners declares that no notice from the government or any local Body or authority including the Aurangabad Municipal Corporation have been received by or served upon the Owners or any person interested in the said property.

10. The Owners declares

- (a) That the Owners are entitled to enter into this Agreement with the Developer and they have full right and authority to sign and execute the same.
- (b) That the Owners have not agreed, committed or contracted or entered into any agreement for sale, sale deed, gift or lease of the said property or any part thereof to any persons or person other than the Developer and that they have not created any mortgage charge or any other encumbrances on the said property as mentioned herein.



That the Owners have not done any act, deed, matter or thing whereby or by reason whereof, the development in the said property may be prevented or affected in any manner whatsoever.

- (d) The owners hereby assured & states that the property under development is not subject to any acquisition, requisition, reservation & also not comes under any, tenancy, protected tenant or any tenancy law, any type of Inam or Ceiling & it is in the permissible category of development without any permission from Collector or Govt. except the N. A. permission.



- (e) Apartment C is not part of this development Agreement and yet it is not decided that who will Constant that Building

11. Whereas the Owners assured that the property under agreement is free from all the disputed, litigation, charges & encumbrances and if any party claim any right or creates dispute or file any litigation then the Owners themselves shall clear all the disputes, charge whatever at their own cost and expenses and also liable to pay the damages & compensation to the developer if he suffered from any, and as well as the period of development shall extended automatically till the sort out of all the problems.

12. All out of pocket expenses of and incidental to this agreement and the transactions in pursuance thereof including the Deed/Deeds of Conveyance and other assurance in respect thereof including

stamp duty and registration charges shall be arranged to be paid by the Developer so that the Owners will not be required to pay the same.

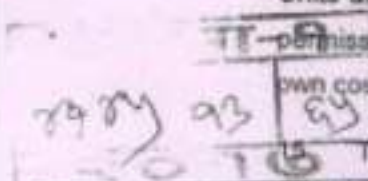
13. The Developer shall be entitled to enter into separate contracts in his own name with building contractor, architects and other for carrying out the said development at his risk and costs. If any litigation arising between the builder & the contractor or technical experts, skilled or unskilled labors or with any other person in relation to the development of this property, the owners shall not be held responsible in any way.

If any accident or damage is caused to the property or to the person such as labors, engineers or to the property & person of neighbors during the development the owners shall not be responsible in any manner for this mis-happening.

14. Whereas the developer can obtain the construction permission sanctioned from the concern authorities at his own cost, & further can revise, modify, change & construction plan (except the Units allotted to the owners) after taking the necessary construction permission & sanctioned layout from the competent authority at his own cost.

15. The Developer/Builder i.e. party on the second part can mortgage his share in the property referred under the schedule more particularly describe & referred under the registered Deed of Declaration to any bank or financial institute for raising the loan, funds or financial assist from any bank or financial institute & the owners have consented for the same. The liability of the payment of the loan amount whatever taken from any bank or financial institute will be entirely of the developer only & owners will not liable for the same.

16. It is agreed in between the parties that in pursuance to this development agreement the plot Owners shall execute the Registered Irrevocable General Power of Attorney in favour of the developer, for carrying out the entire construction, to take all necessary permission for development, to sale the entire construction including the construction after loading the TDR (except the share retain by owners) to receive & retain the consideration amount out of sale, & to purchase & load the TDR while taking the permission, to mortgage the property of developers share to any



bank or financial institute for obtaining the loans, in respect of the plot under development.

22. It is further agreed between the land owners and developer, the developer will pay all the taxes & charges towards development/construction of the building & also developer will pay income tax, GST, wealth tax, etc; on the sale of the flats to the extent of his share & similarly the owners will pay, will pay income tax, GST, wealth tax, etc; on the sale of the flats to the extent of their share.

THE SCHEDULE ABOVE REFERRED TO

All the part and parcel of the Property Land admeasuring 55R out of Gut No. 101 of Village Deolai, Tal. & Dist. Aurangabad & bounded as under;

Boundaries of the Property/Land Under Development:-

East	Gut No. 101 (part) belonging to Mr. Shaikh Taher Yusuf
West	Gut No. 103(part) belonging to Mr.Sharma
South	Gut No. 102 (part) Plotting
North	Gut No. 101 (part) Plotting

SPECIFICATION FOR FLATS RETAIN BY OWNERS

- Structure :**

Standard RCC structure of high quality

- Masonry :**

High Quality brick masonry & thick for external & 4" internal walls.

- Main Door :**

Polished frame & shutter of teakwood.

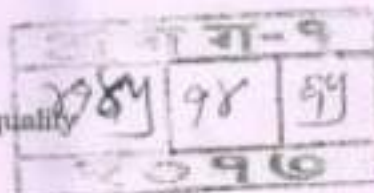
- Window :**

Aluminum sliding window with green marbles sill from all sides.

- Flooring :**

Premium quality vitrified tiles 24"x24" in all room.

- Toilet :**



Anti skid tiles for floor & glazed tiles of premium quality for wall

• **Staircase:**

Green marble stones steps with SS rolling.

• **Kitchen platform :**

Kitchen platform in granite with arrangement of steel sink & gas cylinder

• **Paint :**

Wall putty for inside, internal paint will be plastic paint

• **Electrical Fitting :**

Concealed wiring with modular switches, inverter wiring provision in each rooms.

INWITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS
THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.



THE OWNERS

1. Mrs. Salima Bee Shaikh Jafar,



2. Mr. Azhar Jafar Patel



3. Mr. Abu Hurera Mubin Jafar Patel



4. Mr. Shaikh Sikandar Muneer

DEVELOPER/BUILDER



M/s. Deluxe Buildcon
Through its Partners



1. Mr. Mujahed Khan Maqbool Khan,



2. Mr. Syed Mansoor Syed Ahmed,



3. Mr. Shaikh Irfan Shaikh Gulab,



4. Mr. Shaikh Altaf Shaikh Afsar,



WITNESSES:-

1.

Deepak V. Gaikwad

2.

R/o. Asmapura, A. bad.



3.

Bhazad B. Hivale

R/o. Harsh Nagar, A. bad.



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२०१७		

