दस्त स्कॅन झाला

CHALLAN

MTR Form Number-6

GRN	MH012024094201718E	BARCODE		Date	19/03/2018-13:49:03	Form ID	25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	ABKFA1993R
Office Name	ARB6_AURANGABAD NO 6 SUB REGISTRAR	Full Name	MS ANAYATA INFRA THROU ARJUN RAMKRISHNA ATKARE AND OTHER
Location	AURANGABAD		
Year	2017-2018 One Time	Flat/Block No.	GUT NO 220/1 Admeasuring 1167.00 Sq Mtr
		Premises/Building	
		Road/Street	Situated at Harsool
		Area/Locality	AURANGABAD
		Town/City/District	
		PIN	4 3 1 0 0 1

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	554300.00
0030063301 Registration Fee	30000.00
	5,84,300.00

DEFACED ₹584300.00 DEFACED

Remarks (If Any)

PAN2=AFCPA9674D~SecondPartyName=NITIN ANAND ATKARE~CA=11085000~Marketval=11085000

Amount In Words: Five Lakh Eighty Four Thousand Three Hundred Rupees Only

Payment Details	INDIAN OVERSEAS BANK
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02716402018031960261	201803190519494
Bank Date	RBI Date	19/03/2018-13:51:31	Not Verified with RBI
Bank-Branch		INDIAN OVERSEAS BANK	
Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9763675007

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.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-343-1535	0006561630201718	19/03/2018-16:48:46	IGR210	30000.00
2	(IS)-343-1535	0006561630201718	19/03/2018-16:48:46	IGR210	554300.00
			Total Defacement Amount		5,84,300.00

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

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Print Date 19-03-2018 04:48:49

DEVELOPMENT AGREEMENT

Zone No. 20.576 B Rs.7,000/-Per Sq.Meter.

Government valuation is Rs.1,10,85,000/-

This Development Agreement is executed on 19 day of Mar-2018 at Aurangabad

BETWEEN

Mr.Nitin Anand Atkare
Age: 39 Years, Occu: Business
R/o Sarafa Road, Aurangabad.
PAN No-AFCPA9674D.

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

.....Party on the First Part

AND

M/s. Anayata Infra
(PAN No-ABKFA1993R)
A Registered Partnership Firm
Having its office at
Office No. 4, 6 & 6,Plot No. G-8,
Shreyash Plaza, Town Center,
CIDCO, Aurangabad.

Seal of the Sub-Registrar No.6 Aurangabad.

Through its Partners & Authorized Signatory

1. **Mr. Arjun Ramkrishna Atkare**
   Age: 33 Years, Occu: Business
   R/o Plot No. 33, Parijat Nagar, N-3,
   CIDCO, Aurangabad.
   PAN No.AGNPA1338E

2. **Mr.Pratap Anand Atkare**
   Age: 36 Years, Occu: Business
   R/o Sarafa Road, Aurangabad.
   PAN No.AGQPA9505Q

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

.....Party on the Second Part

WHEREAS Mr.Nitin Anand Atkare has become the owner & possessor of the property land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad vide Registered Partition Deed bearing No. 5109 dtd., 26.12.1997 & its Registered Correction Deed bearing No. 1532 dated 06.04.1998 which is under development & particularly described in the schedule here under.

That, the party on the first part i.e. owner has decided to develop the said property through developer and as such the approached to the party on the second part i.e. developer for the development of the above said property. The developer decided to develop the said property. It is further agreed between the owners and developer as stated in this agreement.

4. The Owner has agreed to authorize the Developer/Builders to develop the said land described in the Schedule hereunder written, by constructing buildings (consisting of flats) 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 Owner 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 land admeasuring 1167.00 Sq.mtr, part of Gut No. 220/1 situated at Harsool, Aurangabad on the terms mentioned herein and as permitted by the concerned authorities by constructing flatted building thereon on ownership basis. The Owner agrees that he will obtain the construction permission & other whatever permissions required to develop the property in his name & at his own costs and on his own responsibility. It is further agreed by the Owner that he shall bear and pay all the charges, costs, expense for conversion of land admeasuring 1167.00 Sqm, part of Gut No. 220/1 situated at Harsool, Aurangabad for Non-agriculture use and for obtaining N.A. Order from the Revenue Authority & it is sole responsibility of the owner.

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3. In consideration of the development work, the developer will construct the building on the plots referred under the schedule as per the bye-laws & FSI available with the present norms & this total construction will be shared by owner and developer in the ratio of 42 : 58 (the share of owner will be 42% & the share of developer will be 58%) & in future developer shall obtain revised construction permission for additional FSI granted by the Aurangabad Municipal Corporation, & this additional construction will also be shared by owner and developer in the ratio of 42 : 58. (the share of owner will be 42% & the share of developer will be 58%)

The Developer shall consume the total F.S.I of the property under development available as on today. If in case the F.S.I of the property under development is increased in future, the Developer can consume the said F.S.I also at that time and additional construction will be share 42% by Owners and 58% by Developer. Similarly the owner can purchase the T.D.R. & paid FSI and load the same on the said plots under the development and made available to the developer for further development & construction. Owners will be entitled to obtain 42% construction from the said additional construction.

It is further agreed in between the parties of this development Agreement that, the Developer & the Owner Shall specifically mentioned & identified the 42% share of the owner & 58 % share of Developer by executing registered Deed of Modification to the Development Agreement & by giving specific Flat Numbers to the each ones share of the owner & Developer.

The detailed plans showing the flat numbers & floors shall be annexed with the said Deed of Modification to the Development Agreement.

Sub-Registrar of the Sub-Registrar No.6 सह दुय्यम निबंधक औरंगाबाद क्र.६, यांची मुद्रा Aurangabad.

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In addition to the terms and conditions of saleable constructed area in consideration of development being carried out by the developer, to be shared by the developer and the owner, it is further agreed that the developer shall pay an amount of Rs.10,00,000/- (Rupees Ten Lakh only.) towards refundable security deposit amount, with the owner and developer in furtherance thereof has already paid an amount of Rs.10,00,000/- (Rupees Ten Lakh only) through cheque detailed as below:

Sr. No.	Amount in Rupees	Date	Cheque Number	Name of the Bank
	10,00,000/-	**14/02/2018**	**033165**	**Union Bank of India**
	10,00,000/-	**Total**		

The receipt of the above payments is acknowledged by the owner. This deposit amount of Rs.10,00,000/- (Rupees Ten Lakh only) agreed to be given by the developer to the owner is interest free and refundable to the developer by the owner upon handing over the agreed 42% of the total constructed saleable area to the owner. The said construction shall be simultaneous with the other construction to be retained by the developer and shall be of same standard and up to the mark.

4. This Agreement will not be treated as a partnership between the Owners and the developer or an Agreement for Sale of the said Land by the Owners to the Developer.

It is further agreed in between the parties of this development Agreement that, after completion of construction work as per the approved map of construction, the Developer shall hand over the possession of the Flat to the owners with respect to their share & the owners shall have absolute right & liberty to Sale their Flats & to receive independently the consideration of said sold Flat & no consent of the developer shall be needed for execution of the Sale Deeds by the owners.

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After completion of the construction the developer will hand over the finished constructed share of the land owner to them & issue the possession and Occupancy certificate in that regard.

5. The Owner has assured that he is the full Owner 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 owner 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 owner failed to resolve the disputes in reasonable period then he shall pay all the expenses/losses to the developer.

6. The Developer shall not start any work of development on the said property unless the concern authorities sanction the building plans and other competent authority & Commencement Certificate are issued in favour of the Developer/Owner.

7. 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 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. However, the said period of construction will be automatically extended in case FSI of the property is increased, and any dispute in respect to the property under development arose, actual shortage of water supply for construction purpose & the construction could not be continued due to any other natural calamities.

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8. The development of the said property by construction of building or buildings thereon shall be at the entire costs, expenses and risk and on the entire account of the Developer. All buildings to be constructed on the said property and all dwelling units thereon will be in accordance with the scheme of the Competent Authority/State Government and other relevant Acts and also in accordance with the Development Rules and Regulations for the time being in force.

The Developer shall be at liberty to make necessary applications for the purpose to the authorities concerned in the name of the Owners and the Owners shall join, in such applications but the responsibility of obtaining such permissions will be on the Developers and at his costs.

9. The developer be entitled to carry out any items of work for development of the said property including laying of drainage, cables, water pipes and other connections and roads & lighting of roads and other items as per the terms and conditions imposed by the Aurangabad Municipal Corporation or any other/local authorities while sanctioning the layout scheme and the said plans and also other items of works as may be required to carry out for the purpose of making the said property fit for construction of buildings and structures therein.

All finances for completion of the said items of works shall be provided and borne and paid by the Developer alone. 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 and completion of buildings and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom provided that, the Owners shall not be liable to incur any financial obligations in that behalf.

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10. The Developer shall be at liberty to sell the constructed area/Flats to any of the prospective purchaser, as the Developer may think fit, to the extent of his share in the proposed flatted building to be constructed on the property plots referred under the schedule. Further The Developer shall receive & retain the total consideration amount, out of sale of the flats, to the prospective purchasers, to the extent of his share.

11. The Developer shall be entitled to put up and permit to be put up advertisement board upon the said property.

12. It is agreed in between the parties that, as per the present area the developer shall obtain the construction permission from the Aurangabad, Municipal Corporation & shall start the construction, as per the sanctioned plan. If in future any additional FSI shall be made available on the property referred under the schedule, in that event the owner shall pay the required charges for availing the said increased FSI & the Developer shall construct the additional FSI at his own cost & this additional construction will be shared by the owner & developer in the ratio as to 42 : 58 referred above.

13. 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 Owner or any person interested in the said property.

14. **The Owner declares**

(a) That the Owner is entitled to enter into this Agreement with the Developer and he has full right and authority to sign and execute the same.

(b) That the Owner has 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 he has not created any mortgage charge or any other encumbrances on the said property as mentioned herein.

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(c) That the Owner has 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 owner 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.

15. Whereas the Owner 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 Owner themselves shall clear all the disputes, charges whatever at his 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.

16. The Stamp Duty & the Registration charges for this development agreement & the Power of Attorney will paid by the developer.

17. 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 owner 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.

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18. Whereas the developer can obtain the construction permission & layout sanctioned from the concern authorities & further can revise, modify, change or alter the layout & construction plan after taking the necessary construction permission & sanctioned layout from the competent authority at his own cost, with the consent of the owners.

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

20. It is agreed in between the parties that owner shall execute the Registered Irrevocable General Power of Attorney in favour of the developer in respect of the properties under development to authorize him to carry out entire development work, & to give all the powers required for sale, mortgage the property to the extent of his 58% share in construction.

21. It is further agreed between the land owner and developer, the developer will pay all the taxes & charges towards development/construction of the building & also developer will pay income tax, wealth tax, etc; on the sale of the flats to the extent of his share & similarly the owners, will pay income tax & wealth tax to the extent of his share. It is further agreed in between the parties that, the owner shall collect the G.S.T Tax,etc; on the sale of the flats from the prospective purchasers to the extent of their share & handed over the said amount to the developer for its payment to the concern offices.

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22. The Flats to be shared by the owner & Developer shall be in above Proportion on each storey of the construction building and in the rear & front portion of the building.

23. The Compound Wall shall be constructed around the Plot Adm.1167 Sq.Mtr by the Owner at his Cost.

THE SCHEDULE ABOVE REFERRED TO

All the part and parcel of the land admeasuring 1167.00 Sq,mtr, part of Gut No. 220/1 situated at Harsool, Aurangabad.

Boundaries of the Property/Land under Development:-

East	Rameshwar Nagari Building (project of Sakshshrut Builders & Developers)
West	Gut No. 221
South	9.00 Mtr Wide Road
North	Gut No. 221

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

THE OWNER



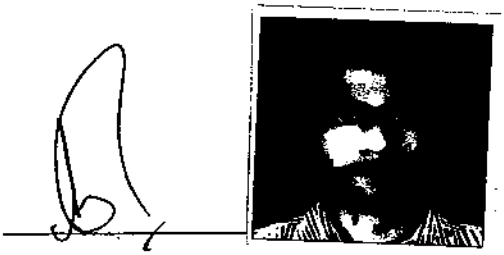


Mr.Nitin Anand Atkare

DEVELOPER/BUILDERS

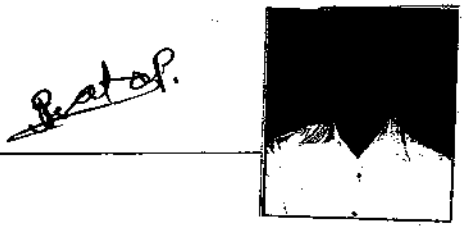
M/s.Anayata Infra
Through its Partner





1) Mr.Arjun Ramkrishna Atkare





2) Mr.Pratap Anand Atkare

WITNESSES:-





1.Mr.Narendra Ramdas Chavan
Age:-34 Occ-Service
At.Harsool,Aurangabad.



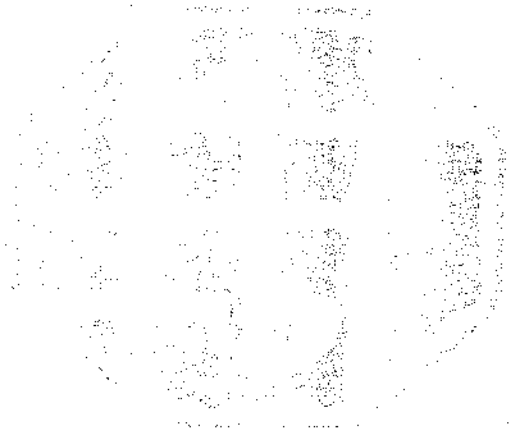
2.Mr. Sachin Ramesh Pal
Age:-29Occ- Service
At. Vijay Nagar, Aurangabad



Seal of the Sub-Registrar No.9 मुख्य दुय्यम निबंधक औरंगाबाद क्र.६ यांची मुद्रा Aurangabad.

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19/03/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. औरंगाबाद 6
दस्त क्रमांक : 1535/2018
नोंदणी :
Regn:63m

गावाचे नाव : हर्सुल

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	1
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	11085000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:औरंगाबाद म.न.पा. इतर वर्णन :, इतर माहिती: मौजे हर्सुल मनपा औरंगाबाद हद्दीतील मिळकत ज्याचा गट नं.220/1 मधील क्षेत्र 1167.00 चौ.मी.पर विकसन करारनामा ((GAT NUMBER : 220/1 ;))
(5) क्षेत्रफळ	1) 1167.00 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-नितीन आनंद अतकरे - - वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: सराफा रोड,औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे.अनायता इन्फ्रा तर्फे भागीदार अर्जुन रामकृष्ण अतकरे - - वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: मिडको,औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:- 2): नाव:-मे.अनायता इन्फ्रा तर्फे भागीदार प्रताप आनंद अतकरे - - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: सराफा रोड,औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	19/03/2018
(10)दस्त नोंदणी केल्याचा दिनांक	19/03/2018
(11)अनुक्रमांक,खंड व पृष्ठ	1535/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	554300
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला 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