

8900

**Development
Agreement**
Nashik, Tal. & Dist. Nashik
Survey No. 257/1B0H11R &
Survey No. 257/1C0H29R
Owner
Shri. Sanjaykumar K. Dhakane
Developer
M/s. Jaikumar Constructions LLP

DATE/RECEIVED
Thursday, November 07, 2013
12:35 PM

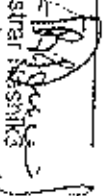
Original/Duplicate
नोंदणी क्र.: 39 म
Rajin: 39M

दाखल क्र.: 10151 दिनांक: 07/11/2013

गावाचे नाव: नाशिक शहर
दस्तावेजाचा अनुक्रमांक: नमन3-9300-2013
दस्तावेजाचा प्रकार: विक्रयपत्र शेवोपेट
नारद करवाग्याचे नाव: मे. जयकुमार कन्सट्रक्शन्स प्राय. लि. नेट मॉनिटर श्री. मनेश
जयकुमार दिवडेवाला

मोदनी फी	र. 30000.00
दस्तऐवजावली फी	र. 640.00
घाटा एन्ट्री	र. 20.00
पुढाची संध्या: 32	

एकूण: र. 30660.00

आपणाने मूळ दस्त. प्रवेशन मित्र व नोंदी अंकाचे 12:50 PM ला इलेन मिळवले. 
Joint Sub Registrar Nashik
दाखल क्र.: 28347/247
नोंदणी क्र.: 28347/247
नाशिक-3.

- 1) देवताचा प्रकार: By Demand Draft रकम: र. 30000/-
बोर्डा/अर्जाद्वारे अर्ज क्रमांक: 115009 दिनांक: 31/10/2013
दस्तावेजाचे नाव व पत्ता: Other Than the List
- 2) देवताचा प्रकार: By Cash रकम: र. 660/-

इलस्ट्रेशन, मि. श्री. म. मॅकनॉन मित्र परत केला

नसि-३
दस्तावेज (८३००/१०१३)
१-३०

८३००
२०११



Rajlaxmi Urban Co-op. Bank Ltd., Nashik - Ph: 2319224
No. D-517(V)/C.R. 111301/10940-43/10. Date: 31/05/2010

Franksing Deposit Slip		Customer Copy	
Sr. No.	20093	Date:	6/11/2013
Deposit Br. Nashik		Pay to 0030 Acct. Stamp Duty	
Franksing Value	Ra. 1417.500/-	Service Charges	Ra. -
Total	Ra. 1417.500/-	Name of Stamp Duty Paying Party	
M/s. Tattumar Constructions			
B. Jadhav D.S.			
(FOR BANK USE ONLY)			
Item No.	1	For Rajlaxmi Urban Co-op. Bank Ltd., Nashik.	
Franksing Sr. No.	73551	Authorized Sign.	
Unique No.	109458		

जमत मूलांक प्रमाणित अस्तु वहायलेट संपत्तीवली
वहायलेट मूलांक प्रमाणित अस्तु वहायलेट संपत्तीवली
अधिकतम मूलांक प्रमाणित अस्तु वहायलेट संपत्तीवली
वहायलेट आदलेट अस्तु.

सह वहायलेट संपत्तीवली
मार्गिक - ३

For RAJLAXMI URBAN
CO-OP. BANK LTD., NASIK
Authorized Signatory
(Mr. Sarode P. L.)



Govt. Valuation Rs. 2,49,09,000/-
Consideration Rs. 2,83,45,724/-
Stamp of Rs. 14,17,500/-
Registration Fee Rs. 30,000/-
Zone No. Nashik-1.3.32

Rajlaxmi Urban Co-op Bank Ltd.
Kangaroo Road Branch,
Kangaroo Road, Nashik - 422001



Development Agreement

THIS DEED OF DEVELOPMENT AGREEMENT is made and executed, on this 6th day of the Month of November in the Christian year Two Thousand Thirteen, at Nashik.

श्री 73551
109458
16:53
NOV 06 2013
SPECIAL
ADVISOR
MAHARASHTRA



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दस्तावेज (२३००/२०१३)

२-३०

(२)

1. Nature of Document : Development Agreement
2. Name of S.R.O. : Sub-Registrar, Nasik - 3
3. Franking Unique No. : 73551/169458
4. Property description : Nashik, Survey No. 257/1B (Part) & Survey No. 257/1C (Part)
5. Consideration Amt. Rs. : Rs. 2,83,45,724/-
6. Stamp purchaser's Name : M/s. Jaikumar Constructions LLP.
7. Name of the other party: Mr. Sanjaykumar Kondiram Dhakane
8. If through name and Address : Jadhav D. S., Nasik
9. Stamp Duty Amount. : Rs. 14,17,500/-
10. Authorised person's full signature & Seal :

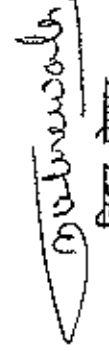
For RAJLAXMI URBAN
CO-OP. BANK LTD., NASIK

Authorised Signatory
(Mr. Sarode P. L.)

प्रतिज्ञापत्र

सदर दस्तऐवज ह्या नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणी केलेला आहे. दस्तावेजातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्तावेजाची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबूलीधारक हे संपूर्णपणे जबाबदार राहतील


लिहून देणार


लिहून घेणार



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पत्रा. (२३००/२०१३)

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(3)

BETWEEN

Mr. Sanjaykumar Kondiram Dhakane
Age- 43 Years, Occ. - Agriculturist & Service
PAN-AAZPD 6146 M
R/o. - G-147, Maratha Cement Work Colony,
At. Post. Upparwahi, Dist. Chandrapur-442908.

Hereinafter called "THE OWNER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, representatives, assigns and administrators) of the
ONE PART.

AND

M/s. Jaikumar Constructions LLP
is registered under the provisions of
Limited Liability Partnership Act 2008,
having its Registered Office - 23, Gunjay,
Parijat Nagar, Nashik - 422 005.
PAN-AAJFJ 0360 P

through its Partner
Shri. Manoj Jaikumar Tibrewala
Age- 42 Years, Occ. - Business & Agriculturist
R/o. - 23, Gunjay Parijat Nagar, Nashik-422 005.

Hereinafter called "THE DEVELOPER" (which expression shall unless it be repugnant to the context of meaning thereof mean and include the said Limited Liability Partnership through its partner for the time being constituting the said Limited Liability Partnership firm through their executors, administrators, representatives and assignees) of the **OTHER PART.**



WHEREAS :

1. Shri. Sanjaykumar Kondiram Dhakane is seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land lying and being at Nashik, Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik, bearing Survey No. 257/1B, area admeasuring 0

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Hector 11 Ares & land bearing Survey No. 257/1C area admeasuring 0 Hector 29 Ares and more particularly described in the Schedule-I-A & B hereunder written and delineated on the plan thereof hereto annexed and there on shown surrounded by coloured boundary line (hereinafter called "The Said Property")

2. The owner is desirous of developing the said property, however the owner is not in a position to develop the said property due to engagements in other business activities, and living in Chandrapur. Thus the owner has decided to give the said property for development to a suitable and competent developer.
3. The developer has approached the owner and has requested the owner to permit them to develop the said property as per the plans that may be sanctioned by the Nashik Municipal Corporation and other concerned authorities and to put up building/buildings thereon at their own costs and expenses, which the owner is agreed to do on certain terms and conditions mutually agreed upon by and between them.
4. The parties hereto are desirous of recording the said terms and conditions of development of the said property in the manner hereinafter appearing.

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

1. The owner shall permit the developer and the developer shall develop at their own costs, risks, expenses and responsibility and on "Principal to Principal" basis and not as agents of the owners by constructing building / buildings on the said property situated, lying and being at Nashik, Taluka District Nashik in the Registration District and Sub Division Registration of Nashik District containing by admeasurements 4000 Sq. Mtrs. or thereabout bearing Survey No. 257/1B(P) & 257/1C(P) and more particularly described in the schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by coloured boundary line (hereinafter called "the said property") as per



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the plans that may be sanctioned by the Nashik Municipal Corporation and as per the terms and conditions that may be imposed by the concerned authorities while sanctioning the said plans and shall consume and utilise thereon the entire Floor Space Index (FSI) as per D.C. Rules of Nashik Municipal Corporation. The developer is also entitled to use & utilise TDR, FSI for construction of buildings on the said property as may be permissible under the rules & regulations of Nashik Municipal Corporation.

2. In consideration of the owner permitting the developer to develop the said property, the developer has agreed to pay to the owner the consideration of the development rights of the said property in the following manner :-

a) It is agreed between the parties that in pursuance of Development Agreement as a consideration, Developer shall give 25000 Sq. Ft Built-up area i.e. saleable area to owner / vendor, out of the total constructed area, to be constructed on the property mentioned in schedule-1, and Developer is free to sell the remaining constructed area out of the total constructed area.

It is also specifically agreed between the parties that after commencement certificate is received from NMC, the flat numbers of the area to be given i.e. 25000 Sq. Ft. saleable area from various buildings will be mutually decided by the owner and the developer.

b) It is also specifically agreed that, the owner shall possess ownership rights relating to above mentioned area only. The Infrastructure, Legal, MSEDCL, Maintenance etc. charges relating to each flat premises shall be collected by developer only or the owner shall deposit said respective charges relating to their flat premises with the developer.

c) It is agreed between the parties to this deed that all the development activities on the said property shall be carried by the developer at their own costs and expenses. In pursuance whereof the developer is permitted to sale the remaining constructed premises out of the building / buildings to be constructed on the said property mentioned



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in schedule at such price as the Developer thinks fit from time to time as per progress of construction.

- d) It is hereby made clear between the parties to this deed that the aforesaid consideration of built-up area is fixed only in respect of total built-up area from proposed building constructed on area mentioned in Schedule-I by using TDR.
- e) It is hereby specifically agreed between the parties to this deed that except the aforesaid consideration in form of constructed area, the owner is not entitled for any other consideration from Developer.
- f) The developer shall for and on behalf of the owner submit to the Nashik Municipal Corporation plans for getting the said property developed. The developer shall at their own costs get the said plans sanctioned from the Nashik Municipal Corporation and other concerned authorities. The developer is entitled to prepare the building plans as per their own choice & discretion.
- g) The owner declared that, property mentioned in schedule is clear, marketable & free from all encumbrances. The Development of the said Property is not prevented by any prescribed law. If any objection shall / will arise during the development of this property, it is the sole responsibility of owner to remove all those objections by their own expenses & also to save & safe guard the interest of Developer. The owner declares that they have indemnified developer from all loss, objections & encumbrances.
- h) The owner and the developer shall jointly get the said property surveyed and ascertain the exact area of the said property. The developer shall after the work of joint survey is complete, construct at their own costs a boundary wall surrounding the said property. If at the time of construction of the said boundary wall, any objection or obstruction is received by the developer then in that event, the developer shall forthwith bring the same to the notice of the owner and the owner shall at their own costs remove such obstruction or objection



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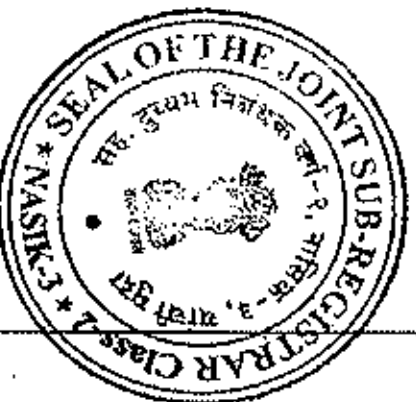
3. The owner has informed and represented to the developers that:-

- a) There is no reservation on the said property and owner has not received any notice / notices from any Government authority to that effect.
- b) The owner or any one on their behalf has or have / not received any notice for acquisition of the said property or any part or portion thereof till the execution of this agreement.
- c) The owner has not entered into any agreement for sale or development in respect of the said property or any part or portion thereof with any other person / party prior to the execution of this Agreement.
- d) The owner or any one on their behalf has or have not created any adverse right in respect of the said property;
- e) The title of the said property is clear and marketable.
- f) The zone of the said property is changed as per Government Notification hence property comes under Residential Zone.
- g) N. A order has been given by Collector, Nashik for Residential purpose vide no. Maha/Kaksha-3/4 N.A. Letter No. /443 / 2012 Nashik, Dated 26/11/2012.

on relying and belief upon above declaration of owner Developer has taken the said property for Development of Residential Project on the said property.

4. The owner shall within a period of seven days from the date of execution of this agreement, handover to the developers' advocates and solicitors all original documents and title deeds relating to the said property for enabling the developers' advocate and solicitors to investigate the owners title to the said property. It is the sole responsibility of owner that any defect in title shall occur, is clear by owner himself, by their own expenses.

5. The owners shall at their own costs but subject to what



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is stated hereinabove make out a clear and marketable title to the said property free from all encumbrances and shall at their own costs get in all outstanding estates and clear all defects in title, such as claims by way of sale, exchange, mortgage, gift, trust, inheritance possession, lien or lease or otherwise and deduce a marketable title to the said property.

6. The owner and all other necessary parties shall make and execute a proper deed of conveyance and all other necessary documents and papers to complete the title agreed to be given in respect of the said property and such conveyance shall be in favour of the developer or their nominee or nominees including a Co-operative Housing Society Ltd., Apartment Owners Association, only after sale of all the constructed premises out of the buildings to be constructed on the said property.

7. On the execution of this agreement, the owner shall grant to the developer license to enter upon the said property as bare licensees only for enabling them to develop the said property subject to the handover of agreed constructed area as a consideration to the owner as set out hereinabove. It is hereby expressly agreed by and between the parties hereto that the possession of the said property is not being given or intended to be given to the developers in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882. But Developer shall develop the said property by taking their own decision & free to sell the constructed area of their share to any person & receive consideration to that effect.

8. The developer shall be entitled to proceed with the development of the said property and construction of the building / buildings on the said property strictly in accordance with the plans in respect thereof as may be approved by the developer and also in accordance with the rules and regulations of the Nashik Municipal Corporation and other concerned authorities and the



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Development Control Rules. The developer shall throughout hereafter and always save and keep harmless and keep indemnified the owner and their respective estates and effects of from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc. resulting on account of any act or omission or any breach, delay or default on the part of the developer in developing the said property of any rules, regulations terms or conditions or otherwise.

9. Developer shall amalgamate the land area owned and possessed by land owner and of adjoining co-owners, to that effect obtain due permissions for sanctioning of joint layout or joint building permission from competent authority.

10. The developer will be entitled to modify the approved buildings plans as they deem fit provided the modifications are within or as per the provisions of approved byelaws of Nashik Municipal Corporation, Nashik.

11. The developer shall in the course of erection and completion of the said buildings do all lawful acts and things within the provisions of the statutes applicable there to and with the bye-laws and the rules and regulations of the Nashik Municipal Corporation, Nashik, Development Control Rules and the Rules and Regulations of any other public body or /local authority or authorities having jurisdiction to regulate the same and shall throughout save and keep harmless and keep the owner indemnified of, from and against all claims for the fees, charges fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of possession all claims, easements, outgoing rates, rents municipal taxes and other dues, duties, imposts



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tions and burdens at any time hereafter chargeable against the owner or occupier by statutes or otherwise relating to the said property or any building/s thereon as and when they shall become due and / or payable and shall keep the owners indemnified of from and against the payment thereof.

12. Subject as aforesaid the developer shall at their own costs, risk and responsibility obtain all other necessary NOCs, permissions and sanctions and extensions etc. from the competent Authorities and Nashik Municipal Corporation, Nashik and all other concerned authorities for the development of the said property and erection of the buildings on the said property.

13. The developer shall not at any time cause or permit any public or private nuisance in or upon the said property or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the owners or to the occupants of the neighboring properties.

14. It shall be the responsibility of the developer to complete the entire development and construction of the proposed buildings on the said property within a period of 4 years from the date of sanction of revised building plans. If the construction of the said buildings shall be completely finished as per the plans approved by the Municipal Corporation, Nashik and the sanctioned scheme or within such period as shall be allowed, ONT fixed and shall have observed and performed all the stipulations herein contained then the owners shall grant and the developers shall accept a conveyance of the said property. The conveyance shall be exempted in favour of the developer or their nominee including a co-operative Housing Society or Apartment Owners Association.

15. The owner state that they have already paid all the land revenue payable to the Collector of Nashik, State



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Government & there are no dues payable to any of the aforesaid authorities. As well as owners obtained N. A. permission from the Collector, Nashik but it's effect on the revenue record of the property is not taken. Owner assured that all the compliance relating to this shall be made by owner himself. The developer shall pay all the outgoing from the date owner put the developer in possession of the said property as Licensees, subject to all previous claims shall satisfy by owner themselves.

16. The owner shall at time of handing over possession of the said property to the developers, execute a Power of Attorney in favour of Developer or the nominee or nominees of the developer in respect of the said property for development, authorising them jointly and / or severally on behalf of the developer and at the costs and expenses of the developer to do lawful acts, deeds, matters and things pertaining to the development of the said property and for the purpose to approach the authorities including the Nashik Municipal Corporation, Nashik or the authority appointed under the said act, or any other law and in respect of any act, deed, matter and thing which may be done or incurred by the developer as also to sign all letters, applications, agreements, documents court proceedings, affidavits and such other papers containing true facts and correct particulars from time to time be required in this behalf. It is agreed that the letters, applications agreements, documents court proceedings affidavits and other papers that may be signed by the developers under this agreement shall contain only true facts and correct particulars. The developer hereby agree and undertake to execute and cause the persons in whose favour the owners shall execute a Power of Attorney as aforesaid a proper deed of indemnity in such form as may be required by the owner thereby indemnifying the owner and all persons claiming under them and their respective estates and effects, of from and against all actions suits, proceedings, claims demands costs charges and expenses that may be taken or made by any one claim.



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ing under them or that the owners or any one claiming under them or his or her heirs as may be liable to pay, suffer or incur on account of anything done or caused or committed or omitted to be done by the developers or the person in whose favour Power of Attorney hereby contemplated is executed by the owners and that the said Indemnity shall continue to remain in full force and effect throughout for anything done or caused or committed to be done by the developer or such persons the Power of Attorney is executed during the tenure of the said Power of Attorney.

17. The stamp duty, registration charges and all other out of pocket expenses of this agreement and the conveyance shall be borne and paid by the developer alone.

18. Owner assured that no part of the property is acquired or reserved for any purpose under any act or otherwise for any public purpose. If the said property or any portion thereof is acquired or requisitioned or reserved under any act or otherwise for any public purpose and as a result thereof the same or such part thereof is not available for development to the developer, then and in any such event also the developer shall not be entitled to avoid this agreement. PROVIDED HOWEVER and it is hereby agreed that in any of the events aforesaid all compensation that may be awarded shall belong to and be received by the developer alone and likewise all costs charges and expenses incurred for recovery and or realisation thereof shall be borne and paid by the developer alone.

19. The entire development work shall be carried out by the developer at their own risk costs and expenses. They shall bear and pay the bills of the suppliers of building materials wages and salaries payable to the workman and other persons employed for the purpose of carrying out the construction work as also all other cost, charges and expenses that may be incurred in regard to the development work. The developer shall



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also save harmless, indemnify and keep indemnified the owner against any claim that may be made by any one against the owner on account of the developer carrying out the said development work. The developer shall specifically ensure that the workman employed for the purpose of carrying out the development work are insured under the workmen's compensation Act.

20. It is also agreed between the parties that the owner shall free to sale 25000 Sq. Ft Built-up area of his share to third party or developer and to that effect free to receive the sale amount of it. In that case Developer shall give his consent to sale the said premises, and owner shall bear all the taxes on the amount which he received from sale & shall keep developer indemnified from & against all the amount of taxes.

21. The developer is entitled to sell the constructed premises of his share on ownership basis to the prospective purchasers, tenants, lessees, licensees etc. for that purpose to enter into agreements or letter of allotment or such other writings or documents in their own name. It is specifically agreed that no obligation of any nature whatsoever of the developer shall be incurred by the owner qua the prospective purchasers, tenants, lessees, licensees etc. of the developer and it shall be the obligation of the developer alone to comply with and carry out the agreement or letters of allotment writings and documents with the respective person in that case developer is free to receive amount of said sale of his share.

22. It is agreed between the parties that the developer is going to purchase the adjoining area of property mentioned in schedule, to that effect execute different sale deed, development agreement with the owner of adjoining area / hisses, the owner has given his free consent for the said. In that case developer shall prepare joint building plan on all the adjoining property and get it sanctioned from the competent authority. The developer shall complete the construction of the buildings on the said property within



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the period of 4 years from the date of sanction of revised building plans. As mentioned above the developer has decided to develop the said property as a Group Housing Scheme & therefore it is not required to obtain sanction of final layout on the said property. As mentioned above the said property is a non agricultural land & its tenure is freehold & therefore the same is available for immediate development.

23. It is specifically agreed between the parties that, Developer shall purchase T.D.R., F.S.I by their own cost and expenses and on their own responsibility for utilising the same for construction on the said property. It is agreed by the developer that the building plans of the proposed construction on the said property shall be submitted for sanction to the Nashik Municipal Corporation only after utilising TDR, FSI as per the existing bye laws of Nashik Municipal Corporation, Nashik. The developer has agreed to use and utilise the entire FSI for construction of buildings on the said property only which is available as per the existing bye laws & the additional FSI also, if and when it is permitted by Nashik Municipal Corporation or concerned authority.

24. It is specifically agreed between the parties that, for the betterment of the project the developer shall be permitted to appoint or to develop the property through sub-developers, as well as, developer shall be entitled to transfer, alienate & or assign their rights, title & interest for development of the said property to any other person or party as well the developer shall allow to sale the said property or part thereof to any person or party on as is where it is basis, ensuring the interest of the owner as specified in this agreement is completely secured.

25. It is hereby expressly agreed that, owner shall be entitled to sell or dispose of the constructed premises from buildings up to his share mentioned above and developer shall also be entitled to sell or dispose of the remaining



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constructed area from buildings. The owner and developer shall strictly abide the rules & regulations of The Maharashtra Ownership of Flats Act, 1963 & The Maharashtra Apartment Ownership Act, 1970 & the rules made there under. The owner and developers shall specifically mention about the owner & developers responsibility in the agreement to be entered into between the developer & the prospective purchasers or the owner and prospective purchasers.

26. The developer is responsible & liable to pay and bear all costs expenses for development of the said property including the costs & expenses of the amenities to be provided in the said project. The owner is not at all liable & responsible to pay any such costs & expenses. The developer shall be responsible & liable to pay the expenses required for development of amenities as per sanctioned building plan & project layout.

27. The developer is empowered to appoint Architects, R.C.C. Consultants, Advocates, Chartered Accountants and any consultants / professional for the project. The developer themselves shall pay all the fees of all the Architects, R.C.C. Consultants, Advocates, Chartered Accountants, & any other Professional Consultant, being appointed by the developer for the said project. It is hereby made clear between the parties to this deed that both parties shall pay & bear the income tax in their own name & on their own account without referring the other party for any reasons whatsoever.

28. It is hereby expressly agreed between the parties to this deed that the developer shall alone be liable & responsible to obtain building completion certificate from Nashik Municipal Corporation, Nashik at their costs & expenses. The building completion certificate may be obtained in parts. It is also agreed by the developer that actual possession of the premises out of the said property to the prospective purchasers shall not be delivered without completion certificate or part completion certificate. It is also agreed by the developer



नसम-३

दस्तावेज (२३००/२०१३)

१६-३०

(16)

that the possession of the premises to the prospective purchasers shall not be delivered unless & until the said prospective Purchaser has paid the entire amount of consideration & other expenses to the developer as per the terms & conditions of the Agreement for Sale.

29. The purchasers of various premises out of the buildings to be constructed on the said property shall be entitled to obtain loans & advances from the financial institutions of their choice and for that purpose the purchaser shall be entitled to mortgage the said premises in favour of financial institutions with the consent of developer. But the liability for repayment of loan amount shall be the responsibility of prospective purchasers.

30. It is hereby agreed between the parties to this agreement that if the developer would decide to obtain project loan from any financial institution for carrying the construction activities on the said property the owner shall have no objection for the same. However, it is the developer who shall be responsible & liable to repay the loan amount with interest thereon. The developer shall indemnify & keep indemnified the owner from repayment of loan amount with interest thereon. It is further agreed between the parties hereto that the said loan amount shall be used exclusively for carrying construction activities on the said property only. In pursuance whereof the developer shall be entitled to mortgage the said property with any financial institutions of their choice for obtaining loan amount. The developer shall also be entitled to execute all such deeds & documents in favour of financial institutions which are necessary for obtaining loan amount. Developer has obtained all powers to obtain loan & sign all the documents of loan of any financial institution on behalf of owner for that purpose owner has executed separate General Power of Attorney along with this deed.

31. The owner has agreed to execute General Power of



नसत-३

सं. १८३००/१०१३)

१८-३०

(17)

Attorney in favour of the Developer for carrying out all such acts, deeds & things mentioned in the development agreement. The said power of attorney shall always be treated at par with the development agreement. However, the terms & conditions mentioned in the development agreement shall always prevail over the power of attorney.

32. It is hereby expressly agreed between the parties to this development agreement that the developer is not entitled to sale and/or dispose of the said property as it is on the basis of power of attorney. The power of attorney shall always be treated to be given for executing deeds & documents pertaining to constructed premises, out of the buildings proposed to be erected on the said property, for obtaining project loan by mortgaging the property mentioned in schedule, for obtaining loan amounts, to appear and to do all activity relating to revenue, DILR and other Government departments.

33. The developer is entitled to enter into an agreement with the prospective purchasers for sale of various premises out of the building to be constructed on the said property & for that purpose to execute & register agreement of sale, deed of declaration, deed of apartment, letter of allotment, memorandum of possession, receipts of consideration, deed of correction, deed of confirmation, deed of final conveyance etc. & such other deeds & documents as may be necessary from time to time.

34. It is hereby agreed between the parties to this deed that the developer is developing the said property by construction of building in a phased manner. Each building out of the said entire project shall have an independent status of apartment & accordingly apartment association of each building shall be executed & registered separately. As soon as all the premises out of a building are sold out & the possession of the premises is delivered, deed of apartment i.e. conveyance of each & every premises out of the said building shall



नसम-३

दस्तावेज (६३००/२०१३)

१८-३०

(18)

be executed in favour of individual buyer. A common association &/or society of all the buildings out of the said project shall be formed for the purpose of maintaining common facilities & amenities out of the entire project. Chairman, Secretary, Treasurer of each apartment association shall be the members of such common association & the decisions taken by such common association shall be binding on each & every premises holder out of the said project.

35. It is hereby expressly agreed between the parties to this deed that as soon as all the premises out of all the buildings on the said property are sold out & the possession is delivered to the respective purchasers, the landowners & developers shall be liable & responsible to pass title in favour of common Association of all the apartment associations out of the said project.

36. The owner has given an area admeasuring 0 H. 11 R from Survey No. 257/1B & area admeasuring 0 H. 29 R from Survey No. 257/1C total area admeasuring 0 H. 40 R. i.e. 4000 Sq. Mtr. lying and situated at Nashik to the Developer for Development purpose. The Government valuation of above mentioned area is Rs. 2,38,26,000/-. The consideration of this agreement is 25,000 Sq. Ft. built-up area i.e. 2322.56 Sq. Mtr., from and out of total constructed area which the developer shall agree to give to the landowner. Hence Government rate for construction is applicable at Rs. 12,200/- x 2322.56 = Rs. 2,83,45,724/- considered as consideration amount hence stamp duty is paid on Rs. 2,83,45,724/-

THE SCHEDULE-I ABOVE REFERRED TO

A) All that piece and parcel of the land situated at Mauje Nashik within the limit of Nashik Municipal Corporation, Nashik bearing Survey number 257/1B total area admeasuring 0 Hectors 32.9 Ares Assessed at Rs. 1579.20 Paisa out of said area, area admeasuring 0 Hector 11 Ares bounded as follows:-



१५५-३

दा.स. (२३००/१०१३)

१२-१०

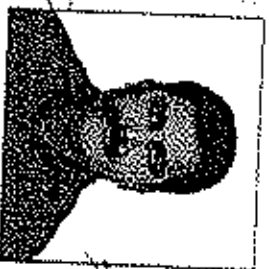
(19)

East : Area admeasuring 0 H. 29 R. purchased by owner out of Survey No. 257/1C.
West : Area admeasuring 0 H. 21.9 R. purchased by Shri. Vilas Rasiklal Shah out of Survey No. 257/1B.
South : Survey No. 256.
North : Survey No. 257/2A/1(P)

B) All that piece and parcel of the land situated at Mauye, Nashik within the limit of Nashik Municipal Corporation, Nashik bearing Survey number 257/1C area admeasuring 0 Hectors 32.9 Ares Assessed at Rs. 1579.20 Paisea out of said area, area admeasuring 0 Hector 29 Ares bounded as follows:-

East : Area admeasuring 0 H. 03.9 R. owned by Shri. Vilas Rasiklal Shah out of Survey No. 257/1C.
West : Area admeasuring 0 H. 11 R. owned by owner out of Survey No. 257/1B.
South : Survey No. 256.
North : Survey No. 257/2A/1(P)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED.



Signed sealed and delivered by the within named owners
Mr. Sanjaykumar Kondiram
Dhakane

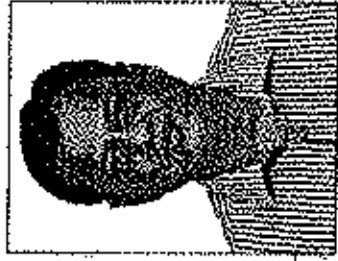
LAND OWNERS

नसल-३

इताक (९३००/२०२५)

२०-३०

(20)



Signed Sealed and delivered by
the within named Developers
M/s. Jaikumar Constructions LLP
through its Partner

Shri. Manoj Jaikumar Tibrewala

DEVELOPER

Manoj Tibrewala

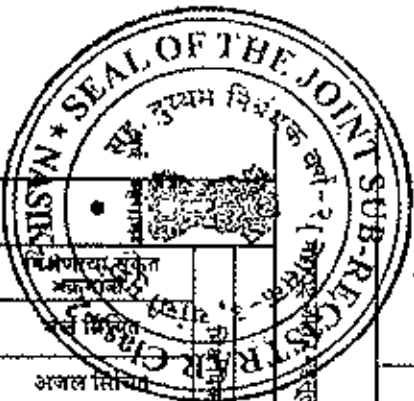
IN THE PRESENCE OF WITNESSES:-

1. *Adhar*
(Adhar D.S.)

2. *Bhagy*
(Bhagy Agar)



प्रादेशिक

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शिव नमुना द्वारा (निकांचो नोंदकः)

अधिकार अधिलेख आर्गि नोदवहा। (तयार करणे व सुविधा देणे) नियम, १९७४ याद्वारे नियम २३,

[illegible]

(21442)

१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
००/२८			हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.	हे.आ.
०८/०३			०२०	०२०	०२०	०२०	०२०	०२०	०२०	०२०	०२०	०२०	०२०	०२०	०२०
०५/१०			पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे
१५/१२			पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे
१५/१२			पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे	पुणे

अस्सल प्रमाणे नवकल तयार
ता. 24 OCT 2013

तारीख : नाशिक
ता. जि. नाशिक.



मसुदा-३
दस्तावेज (२३००/२०१३)
२४-३०

सुप्रीम कोर्ट

रजिस्ट्रार ऑफिस	भागद्वारा क्र. १
तयार करी योग्य क्षेत्र	हेक्टर आर
	०-३२-९

पार्वती पोडुवेना सुप्रीम कोर्ट
दस्तावेजाचे आसोळ सुप्रीम कोर्ट
पुणे असाळ सुप्रीम कोर्ट
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असाळ सुप्रीम कोर्ट ३००००
विमल कपगारी रवरे
पुणे

कुळाचे नांव	खंड	से
इ.आ. अफिका १०१४४५३		
विमल कावळगारी रवरे		

१६) परलम्बदार यांनी अभिनीत अकृषिक सारा दर चौमि.ला रु. ०.४८ पे निवासी या प्रमाणे भावा. तसेच सदर अकृषिक सारा हा शासनाने मं. २०१२ ते २०१६ या काळावधीस सुधारित अकृषिक प्रमाणदर निश्चित केलेनंतर येणा-या फरकाची रक्कम भागणी बंधनकारक असेल या मटीस सदरची पळामनी देण्यांत येत आहे.

[illegible]

१७) - चालुका, मिडिक, राणी अमिरीख, वांनी जीमीसो घोलणी केलेलेतरा. मोगणीमगने जमिनीरे मेघरात व अदुधिक सा-यात बदल आल्यास त्याप्रमाणे धैर्य धरत होत आसल्यास या कार्यस्थराचो परवानगी घेणे आवश्यक असेल.

8-016-9016, 888 1-866-667-3333, Fax 1-866-667-3333

3 सहायक संवालाक नगराचन/ महानगर/सल्लिख/ नगर/पालिका / मुख्य कार्याकारी अधिकारी, देवढाली कॅन्टोनमेंट बोर्ड थांयेकडून

नवीन बोधिकाय नकाशे मंजर करून घेतल्याशिवाय करून देणे.

११) यत्कालादार यांचेवर यंत्राष्टाश्रमिन प्राप्तसं (जमीनीच्या काप्यात बदल व अकुविक आकारणी) नियम १९६९ चे अनुसूचि ४ विधीप्रमाणे

२०) येथील न्युट कॅवेलीच्या शर्ती व नमुन्याप्रथे सरत पित्रवंती उपयोग मुर केल्या पासून एक महिन्याचे आंत कांन देण्याचे बंधनकारक

प्राज्ञादि

(के) परवानाधार यांचेकडून या आदेशात नमूद केलेल्या शर्तीचा अथवा सनदेमध्ये नमूद केलेल्या शर्तीचा थोप केल्यास महाराष्ट्र जमिनी अधिनियम १९६६ व त्या खालील नियमांन्वये निस्सीधकारी जो रेंड व सारा फर्मावतील तो भरणे परवानाधार यांचेकडून घेणे आवश्यक असले.

२१) निम्नलिखितका प्रयोग या परवानगीतील अटी व शर्तविराहद विरुद्धीण व इतर बांधकामे केलेले आढळून आल्यास किंवा ते वाढवून किंवा त्यामध्ये बदल केलेले आढळून आल्यास ते नाराजिक युतीत काढून टाकण्याचा फर्माविण्याचा कार्यदेशार राहील व सदर यतीत परवानगार पांचकेटअ जमिन मारहाणीची थक्कबाजी भूगर्भ वगळ केली जाईल.

(२२) स्वराष्ट्र परवानगी मुंबई फुल्ल वहीवाट व शेतजमीनी कायदा १९४८, नागरी कमाल जमोन मर्यादा कायदा १९७६, मुंबई शहराच्या अर्थव्यवस्था विभागाच्या अधिनियम १९५३, महाराष्ट्र प्रादेशिक नगरपालिका अधिनियम १९४९, महाराष्ट्र प्रादेशिक नगरपालिका अधिनियम १९६६ यांशी तत्सदृश असलेल्या कोणत्याही कायद्यांच्या अन्वयेने घेण्यात येऊन ठरविण्यात आले आहे.

२३) अधिकारी अभिलेख य जमिनीच्या मालकी हक्काबाबत भविष्यात काही दिवाद उदभवल्यास व त्यामध्ये तथ्य आढळल्यास तसेच मालकी हक्काबाबत काही गंभीर स्वरूपाच्या कायदेगिर हट्टी आढळल्यास त्याची संपूर्ण जाबाबदारी अर्जदार यांचेवरील राहिली.

२४) वरील प्रमाणे अटी व शर्ती यांचे पालन झाले आहे किंवा नाही, प्रत्यक्ष भूखंडावर उच्च दबावाची वाहिनी लाईन गेली किंवा फसे व जागेवर सदर परवानगी देण्यापूर्वीच बांधकाम झाले आहे किंवा काय व विकास कृत्याने, अजदाराने संपूर्ण विनश्वरी परवानग्या घेतल्या असतील तर त्यातील अटी- शर्तीचे पालन केले आहे किंवा नाही याबाबत स्पष्ट पाहणे करण्यांत येणार आहे. अशा स्पष्टपाहणीत अटी- शर्तीचा भंग झाल्याचे निष्पन्न झाले (पूर्वाच्या परवानग्यासहीत) तर सदर परवानगी रद्द होण्यास पात्र राहील.

२५) स्थानिक प्राधिकारभास खली ज़ागा

राकतील.
राकतील. १६) रस्ते यासाठीचे क्षेत्र हस्तांतरित झाले नसल्याचे आढळून आल्यामुळे परवानगी तसेच पूर्वीची परवानगी रद्द होण्यास या

२७) बांधकामसाठी लागण-या विद्याभये फ्लायअश्लर तसेच कॅप्टान आर्मेडचा यापर नियमितपणे कटौत

समस्त प्राणिनां आत्मिन्सृष्टिकर्ता सो

ॐ नमो भगवते वासुदेवाय

जिल्हाधिकारी नक्षिक करिता

ममि श्री कृष्ण राजेंद्र शास्त्र व इं रा. विराज इस्टेट. ४५ ज्ञा मजला. अण्णकर टवा. एम.जी.रोड. नाशिक.

प्रतिलिपि : डा. विधापीय अण्डक, नाशिक रोड यांचेकडे माहितीसाठी सविनय सादर.

प्रति-मन्त्र कृष्णदास धनर्म. १ त्त ७७७७ सप्त महासिंहद्वारा नागिक पाण्डुकेडस माहिमियां व कर्माविषाणु अर्पित.

अ- त्यांना विवरती-करणशत येते की, पालानदार यांनी अकृषिक प्रयोजनाकरिता जमिनीचा वापर केल्याबाबत तसे ठेवावे. परवानादाखल नसलेल्या जमीन १। ७७० एर प्रयोगशाळापासून आतापर्यंत कोणत्याही प्रकारचा उपयोग झालेला नाही.

यांनी मोठे नाशिक. चे गटदारील शेताच्या अकृषिक प्रयोजनाकरिता जमिनीचा वापर सुरू केल्याबाबत कळविल्यानंतर तातुंका फॉर्म. नंबर ० गा.नं. २ अकृषिक प्रयोजन नोंदवरीलमध्ये निगरोती सह-स्थाबत योग्य ती मॅड ध्यावी. पालानदार यांनी अकृषिक प्रयोजनाकरिता वापरलेले सुमार तारखेप्रमाण वसूल करणाऱ्या रूढीने कळवणी घ्यावी व योग्य त्या नमुन्यामध्ये समत करून घ्यावी. तसेच अट क्र १० मध्ये नमूद केलेनुसार खाद्यान्नापाकडून नमुना अनुसूची चार किंवा पाच यथोल मंत्रूर सनद प्राप्त झालेशिवाय प्रस्तुत जमिनीचे दिनशेतो जातोचे ७/१२ तकके मुसार करून घ्यावे.

प्र. १। डाटाका निरीक्षक भूमि अभिलेख नाशिक यांचेकडेस प्रदील काढवाहीसाठी.

२) सहायक संचालक माणिक महानगरपालिका / मजुर कार्यकारी अधिकारी, नगर रेवडाली कॅन्टोन्मेंट बोर्ड रेवडाली.

३) उपविभागीय अधिकारी : भाषिक उपविभागा नशिक

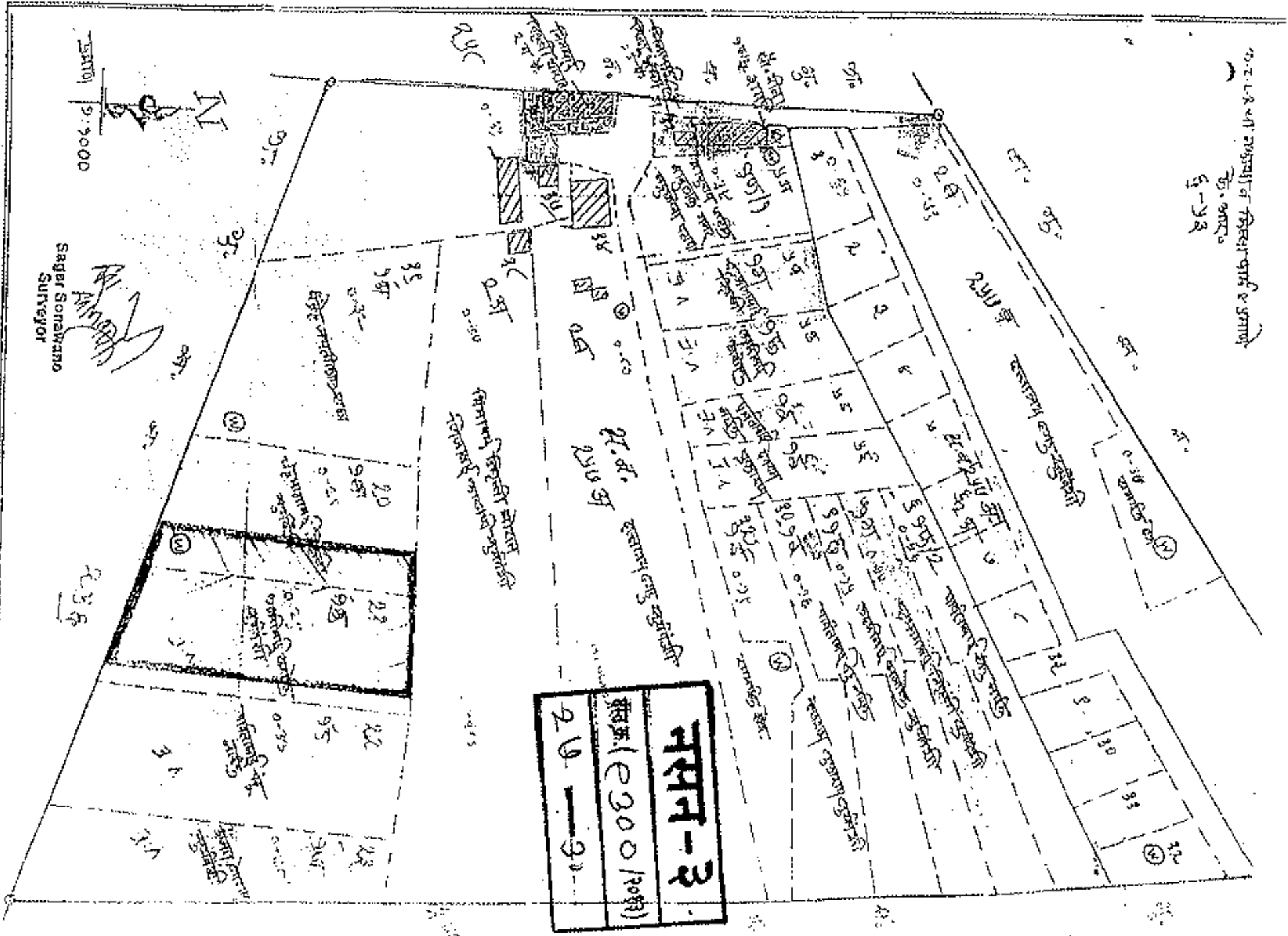
४) कामगार तलाठी-नाशिक, तालि.भा.शिक. / अट क्र १० मध्ये नमूद वेलेनुसार या कार्यालयाकडून नमुना अनुसूची घार वि. रजि. ठप्यावभागाय जाहिरात, मासिक ठप्यावभागा जाहिरात.

[illegible]

तशी चलयने हजर केली आहे.

अवादिग

१०-१८-२०११ तः दिनांकापासं प्रमाणे
 क. अ. नं.
 ६-१३



Summary I (GoshwaraBhaag-I)

मसुदा दिनांक: 2013 12:36 म.न.
मुद्रांक: 07 नोव्हेंबर 2013 12:36 म.न.

दस्तावेज नोंदणी क्रमांक: 9300/2013

पान क्रमांक: 22-30
दस्तावेज नोंदणी क्रमांक: 9300/2013

दस्तावेज क्रमांक: 9300/2013

दस्तावेज मूल्य: रु. 2,49,09,000/- मोबदला: रु. 2,83,45,724/-

परमार्थ मुद्रांक शुल्क: रु. 14,17,500/-

ड. वि. म.ड. ड. वि. म.न. 3 बांधे कार्यालय
अ. क्र. 8300 वर वि. 07-11-2013
पेजी 12:29 म.न. वा. हजर केला.

पान क्र. 10151 पान क्र. 07/11/2013
मादकरणाचे गाव: से. व.प.कुमार कान्हाशना एल एल पी
न.प. माहिदार श्री. मनोज व.प.कुमार दिवडेवाला

नॉंदणी फी	रु. 30000.00
दस्तावेज शुल्काची फी	रु. 640.00
वाटा एन्ट्री	रु. 20.00
पेजांची मंजुरी: 32	

एकूण: 30660.00

दस्तावेज हजर करणाऱ्याची सही:

(Signature)

Joint Sub Registrar Nashik

Joint Sub Registrar Nashik

दस्तावेज प्रसार: वेळापत्रक अंतीम

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानात असलेल्या कोणत्याही रुढ क्षेत्राच्या हद्दीत किंवा उप-मंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र. 1 07 / 11 / 2013 12 : 29 : 46 PM ची वेळ: (नांदरीकरण)

शिक्षा क्र. 2 07 / 11 / 2013 12 : 30 : 11 PM ची वेळ: (पि)



Summary-2(दस्त गोप्यवारा भाग - २)



07/11/2013 12:37:06 PM

दस्त गोप्यवारा भाग-2

पुस्तक क्रमांक 30 - 30
दस्त क्रमांक 9300/2013

दस्त क्रमांक: पुस्तक 9300/2013

दस्तावा प्रकार : डेव्हलपमेंट अंटीमेट

अनु क्र.	पसवाराचे नाव व पत्ता	पसवाराचा प्रकार	छायाचित्र	अंगठ्याचा दस्त
1	नाव: मे. जयकुमार रमेशकुमार एल एल पी तर्फे भागिदार थी. मनोज जयकुमार दिवडेवाना पत्ता: फ्लॉट नं. 23, भाळा नं. 5, इमारतीचे नाव: पुणजय, स्वाक्षरी: कार्क नं. गरीबाजमण, नाशिक, रोड नं. 1, महाराष्ट्र, भास्कराईक. फोन नंबर: AAJF-50360P	निवृत्त वेपार वय : 43 स्वाक्षरी:		
2	नाव: सजयकुमार बोंडीराम हावणे पत्ता: फ्लॉट नं. जी-147, भाळा नं. 5, इमारतीचे नाव: मराठा सिमेंट वर्क कोलनी, ब्लॉक नं. पु. पो. पुष्करवडी जि. चंद्रपुर, रोड नं. 1, महाराष्ट्र, चंद्रपुर. फोन नंबर: AAZPD6146M	निवृत्त वेपार वय : 43 स्वाक्षरी:		

वरील दस्तऐवज काल वेपार तयारकीत डेव्हलपमेंट अंटीमेट चा दस्त ऐवज करून दिव्याचे कबुल करतात.

शिफा क्र.3 ची वेळ: 07 / 11 / 2013 12 : 31 : 11 PM

ओळख:

खालील इसम असे निवेदीत करतात की ते दस्तऐवज फुलून देणा-याना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पसवाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा दस्त
1	नाव: असल रमिकलाल शाह वय: 49 पत्ता: 30/2 योनेश अपार्टमेंट, शरणपुर रोड नाशिक. पिन कोड: 422002		
2	नाव: युंजन किशोर मोदी वय: 27 पत्ता: बामु शिल्प, सॉनेज रोड, नाशिक. पिन कोड: 422005		

प्रमाणित करण्यात येते की,

या दस्तामध्ये 30... पाने आहेत.

पुस्तक क्रमांक 9, क्रमांक

९३००

या नोंदला.

दिनांक ०७ महिने सन २०१३

9300/2013



1. Verify Scanned Document for correctness
2. Get print and mini-CD of scanned document

For feedback, please write to: sarita@gmail.com