# महाराष्ट्र शासन
# GOVERNMENT OF MAHARASHTRA
## ई-सुरक्षित बँक व कोषागार पावती
## e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14048218060324

Bank/Branch: IBKL - 6910303/NASHIK
Pmt Txn.id : 49385595 Stationery No: 14048218060324
Pmt DtTime : 30-Sep-2014@17:46:13 Print DtTime : 30-Sep-2014@18:52:06
ChallanIdNo: 69103332014093051834 GRAS GRN : MH003145641201415S
District : 5101-NASHIK Office Name : IGR313-NSK3_NASHIK 3 JO

StDuty Schm: 0030046401-75/STAMP DUTY
**StDuty Amt : R 31,69,600/- (Rs Three One, Six Nine, Six Zero Zero only)**

RgnFee Schm: 0030063301-70/Registration Fees
**RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)**

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Article : 5(g-a)(ii)-Development Agreement
Prop Mvblty: Immovable Consideration: R 1/-
Prop Descr : GAT,NO 106 AND,114,CTS NO 4472,4469,CHUNCHALE,NASHIK,Maharashtra,42[illegible]2007

Duty Payer: PAN-AAECD1505A,MS DREAM SHELTERS DEVELOPERS PVT LTD
Other Party: PAN-AKZPP8731E,ABHIJEET PRAKASH PATIL

Bhide Sachin S.

Bank official1 Name & Signature

Sharad Gadakh

Bank official2 Name & Signature

--- --- Space for customer/office use - - - Please write below this line --- ---

DEVELOPMENT AGREEMENT

SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-3

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

# Data of ESBTR for GRN MH003145641201415S

## Bank - IDBI BANK

E565/2016

| | | | |
|---|---|---|---|
| **Bank/Branch** | : IBKL - 6910303/NASHIK | | |
| **Pmt Txn id** | : 49385595 | **Stationary No** | : 14048218060324 |
| **Pmt DtTime** | : 30/09/2014 17:46:13 | **Print DtTime** | : 30/09/2014 18:52:06 |
| **ChallanIdNo** | : 69103332014093051834 | **Book GRN** | : MH003145641201415S |
| **District** | : 5101 / NASHIK | **Office Name** | : IGR313(NSK3)_NASHIK 3_JOINT SUB REGISTRAR |

DEFACED FOR RS:3199600.00

USER IGR313(NSK3)

| | | | | |
|---|---|---|---|---|
| **StDuty Schm** | : 0030045701-75/ Stamp Duty (Non e-Portal) | 3069000.00 | 14/10/2014 (iS)-340-6949 | IGR313(NSK3) |
| **StDuty Amt** | : Rs 3069000.00/- (Rs Thirty Lakh Sixty Nine Thousand Rupees Only) | | | |
| **RgnFee2Schm** | : 0030045701-70 / Registration Fee | 30000.00 | 14/10/2014 (iS)-340-6949 | IGR313(NSK3) |
| **RgnFee Amt** | : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only ) | | | |

Deface Number- 0002010251201415

| Sr.No. | GRN |
|---|---|
| 1 | 0002010251201415 |

Amt in words: Rs 3199600.00/- (Rs Thirty One Lakh Ninety Nine Thousand Six Hundred Rupees Only )

Only for verification-not to be printed and used

| | |
|---|---|
| **Article** | : 5(g |
| **Prop Mvblty** | : Immovable |
| **Consideration** | : 1.00/- |
| **Prop Descr** | : GATNO 106 AND114CTS NO 4472 , 4469CHUNCHALENASHIK |
| | : Maharashtra |
| | : 422007 |
| **Duty Payer** | : PAN-AAECD1505A MS DREAM SHELTERS DEVELOPERS PVT LTD |
| **Other Party** | : PAN-AKZPP8731E ABHIJEET PRAKASH PATIL |

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| | |
|---|---|
| **Bank Scroll No** | : 100 |
| **Bank Scroll Date** | : 01/10/2014 |
| **RBI Credit Date** | : 01/10/2014 |
| **Mobile Number** | : 919423965550 |

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

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प्रतिज्ञापत्र

"सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपुर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपुर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे

**READY RECKNER CHART NO. 8.3**

**RATE RS. 8000/- PER SQ. MTRS.**

**AREA 6876.15 Sq. Mtrs. + 2763.00 Sq. Mtrs.**

**MARKET VALUE RS. 4,37,07,000/- + 1,96,84,000/- = RS. 6,33,91,000/-**

**STAMP RS. 31,69,600/- + Registration 30,000/- = Total - 31,99,600/-**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at Nashik on this 30th day of September 2014.

**B E T W E E N**

**[1] MR. ABHIJEET PRAKASH PATIL, Age 33 PAN AKZPP8731E, [2] MR. PRAKASH SADASHIV PATIL, Age 59, Both R/o at : 6, ABHIMEY BUNGALOW, Sahajivan Colony, Vise Mala, College Road, Nashik 422 005,** Hereinafter referred to as the **Land Owner No.1 & Land Owner No.2 when referred to in individual capacity and the "Land Owners"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators, assigns etc.) of the FIRST PART.

**A N D**

**M/S. DREAM SHELTRES DEVELOPERS PVT. LTD.**
a Private Limited Company duly registered under the provisions of Indian Companies Act, 1956 having its Registered Office 6/7, Falcon Plaza, National Urdu High school road, Sarda Circle, Nashik - 422001.
PAN - AAECD1505A
through its Director
**SHRI. DILIP DILEEP LATHI**
Age - 28 Years, Occ. - **Service**

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

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**R/o-** B – 701, Archit Ruturang Apartment, Opp. Nakshatra Lawns, Pipe Line Road, Anandvalli, Nashik .

Hereinafter referred to as the **""DEVELOPER""** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, assigns, administrators, etc.) of the **OTHER PART**.

**AND WHEREAS** the Land Owner No. 1 is the absolute and exclusive Owner of all that piece and parcel of the property as described in the First schedule written hereunder, hereinafter referred to as the Said Land

**AND WHEREAS** the **"Land Owner No. 1"** alongwith Mr. Tejas Kiran Chavan have purchased total Hector 1-40 Are the land from the previous Owners Santu Anaji Ghatol and others by sale deed Dated 26-12-2007 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 3413 on 7-4-2008 and as such names of the **"Land Owner No.1"** along with Mr. Tejas Kiran Chavan is mutated in the Owners column of the record of rights M. E. No. 7565 and as per the said sale deed the owner above referred to is absolute and exclusive owner of the South side 7000 Sq. Mtrs. land as described in the First schedule written hereunder.

**AND WHEREAS** the said land is not converted to Non Agri. use and therefore the "Developer" has agreed to get the said land converted to N.A use at his own costs and expenses.

**AND WHEREAS** the "Land Owner No. 2" is the absolute and exclusive Owner of all that piece and parcel of the property as described in the Second schedule written hereunder, hereinafter referred to as the "Said Plot" and the said plot admeasuring 2763.00 Sq. Mtrs is duly converted to Commercial Non agricultural use under order of Collector dated 11/10/2012 under No. Masha/Kaksha-3/T/SR/155/2012. While the land admeasuring 360.40 Sq. Mtrs. out of the said plot is open space which is in possession of the "Land Owner no. 2".

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**AND WHEREAS** the "Land Owner No. 1" is absolute and exclusive Owner of the said land and is competent to sell, alienate and dispose off the said land or develop the same by preparing a building plan and getting the same approved /sanctioned from Nashik Municipal Corporation Nashik; and whereas the "Land Owner No. 2" is absolute and exclusive Owner of the said Plot and is competent to sell, alienate and dispose off the said Plot or develop the same by preparing a building plan and getting the same approved /sanctioned from Nashik Municipal Corporation Nashik; AND WHEREAS due to other business commitments the owners are unable to develop the said land and said Plot hereinafter compositely referred to as "said property" personally, and therefore decided to get the construction work implemented through a "Developer" and the ""Developer"" is a company that undertakes the development of "said property"and has experience of development and construction as well as sell of the constructed premises, and as such showed their willingness to develop the "said property" as described in the schedule written hereunder which is hereinafter referred to as the "said property"Accordingly the group housing scheme for the entire said land has been prepared and will be submitted for approval to Nashik Municipal Corporation, Nashik.

**AND WHEREAS** it is agreed that the ""Developer"" shall be entitled to develop the "said property"as described in the Ist and IInd schedule written hereunder and as shown in the plan attached hereto, by amalgamating both and the ""Developer"" shall pay to ""Land Owners"" a portion out of the gross sale proceeds and accordingly therefore this Development Agreement is executed on the following terms and conditions.

**NOW THEREFORE THIS DEVELOPMENT AGREEMENT WITNESSETH AS HEREIN AND IT IS AGREED BY AND BETWEEN THE PARTIES THAT:-**

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1. The recitals contained hereinabove shall form an integral and operative part of this Agreement as if same were set out and incorporated herein verbatim.

2. The parties hereto have entered into this Development Agreement for development of the "said property" as described in the First & Second schedule written hereunder, and construction of building and to sell the constructed premises. The "Land Owners" do hereby grant to the "Developer" the right of development of the said property, by amalgamating the said land and said Plot and by constructing a building thereon as per the plan submitted for approval, and selling the super structure, in accordance with the terms and conditions agreed hereof. The "Developer" has accordingly prepared a building plan, in consultation with the "Land Owners" on the entire said "Property" by preparing a group housing scheme and the said plans will be submitted for approval to Nashik Municipal Corporation, Nashik. The "Developer" shall get the said building plan duly approved within three months from the date hereof which is the essence of contract.

3. The "Developer" shall get the said building plans approved. The "Developer" agrees to complete the construction and development of the project within 36 months from the date of sanction of building plans from the authority.. The "Developer" may revise the said approved building plan but the "Developer" shall complete the development and construction within the aforesaid stipulated period only, time being the essence of the contract. If the "Developer" is unable to complete the construction within the stipulated period for any reasons whatsoever, the "Developer" and "Land Owners" shall refer the matter to single Arbitrator namely Mr. Subodh M. Shah, Advocate and the decision of the same Arbitrator for the delay of constuction shall be binding on both the parties. The fees of the Arbitrator shall be borne & paid and paid by both the parties.

On execution of these presents, the "Developer" shall have irrevocable and unrestricted license right and be entitled to enter upon the "said property"

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proceed with the development of the "said property" and construction of the building thereon and put up hoardings and boards on the said property. That as the "Developer" has to develop the property as described in the First & second schedule written hereunder out of the total land as described in the first & second schedule written hereunder and group housing scheme shall be sanctioned for the entire "said property" and therefore the "Developer" shall be entitled to use the roads and approaches as shown in the plan attached hereto for enabling the "Developer" to construct and develop the property as described in the First & Second schedule written hereunder and as delineated in the plan attached hereto. As the group housing scheme is prepared for the entire said property, the roads and open spaces as shown in the plan attached hereto shall be available for the entire project only.

5. On execution of this agreement the "Developer" shall open an account in any bank at Nashik in the name of the "Developer" for this project in order to deposit the Gross revenue in respect of the sale of the constructed premises in the buildings constructed by the "Developer" on the said property. The said joint bank account shall be referred as **"ESCROW ACCOUNT"**. The "Escrow Account" shall be operated by the "Developer" alone. The "Developer" shall deposit all the proceeds in the said bank account. In view of this Development Agreement, the gross revenue means the gross sale proceeds of the constructed premises and all allied amenities and facilities. As soon as the amount of the sale proceeds & other amounts of the constructed premises including infrastructure cost is credited in the said "Escrow Account", the following percentage of amounts shall be given to the Land Owner No. 1 and Land Owner No.2, after deduction of 5% towards selling and distribution expenses. The percentage of sharing of amount of sale proceeds of such premises between the "Land Owners" and "Land Owners" and the "Developer" shall be as under :-

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**NAME OF THE "DEVELOPER"**

| | | |
|---|---|---|
| M/S. DREAM SHELTERS DEVELOPERS PVT. LTD. | - | 70% |
| **LAND OWNERS** | - | **30%** |
| **TOTAL** | - | **100%** |

**BETWEEN THE LAND OWNERS**

| | | |
|---|---|---|
| 1) MR. ABHIJEET PRAKASH PATIL **(L.O.No.1)** | - | 20% |
| 2) MR. PRAKASH SADASHIV PATIL **(L.O.No.2)** | - | 10% |
| | | 30% |

After releasing the amounts as aforesaid to the land owners out of the said "Escrow Account", the balance amount shall be released to the "Developer". It is hereby made clear between & accepted by the parties to this deed that the aforesaid share of amount is fixed in respect of sale of residential premises out of the proposed buildings of the said project.

It is hereby specifically agreed between the parties to this deed that except the infrastructure charges & the aforesaid sharing of amount by the land owner and the "Developer", no other amount shall be paid to the land owners in any manner whatsoever.

That as per the new provisions of Town Planning Scheme certain constructed area is to be handed over to MHADA and in view of the same additional FSI will be granted to the "Land Owners" in the remaining area apart from the area on which the construction is to be allotted to MHADA. In such case the amount of construction cost will only be received by the "Developer" against the constructed area to be allotted to MHADA; the

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"Land Owners" shall not be entitled for the aforesaid construction cost or percentage in such amount as may be received from MHADA but in view of the constructed area to be allotted to MHADA, additional FSI will be utilized by the "Developer" in the remaining land and the "Land Owners" shall be entitled for their percentage of sale proceeds from the construction from to such additional FSI.

That as agreed between the parties the "Developer" alone shall be entitled to sell the constructed flats to the prospective purchaser but the "Developer" shall not sell the flats at less than Rs. 2499/- per Sq. Ft. built up area and the said rate shall be decided by the "Developer" only & communicated to the "Land Owners".

For due performance of this agreement and development on the "said property" the "Developer" shall deposit an amount of **Rs. 50,00,000/- (In words Rupees Fifty Lacs Only)** with the land owner as refundable deposit without interest.

That the "Developer" agrees to pay **Rs. 50,00,000/- (In words Rupees Fifty Lacs Only)** in the Following manner :-

| | |
|---|---|
| Rs. 28,00,000/- | Received from the "Developer" by Land Owner No. 1 through RTGS under No. UTIBH1428305940 drawn on Axis Bank on 10/10/2014. |
| Rs. 15,00,000/- | Received from the "Developer" by Land Owner No. 2 through RTGS under No. UTIBH14274063738 drawn on Axis Bank on 1/10/2014. |
| **Rs. 43,00,000/-** | **(In words Rupees Fifty Lacs Only)** |

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 ★ NASIK-3 ★

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* The "Developer" Agrees to pay The remaining amount of Rs. 2,00,000/- towards the Land Owner No. 1 & Rs. 5,00,000/- towards the Land Owner No. 2 within 1 month from the date of this agreement hereon.

6. The owners shall within a period of seven days from the date of the execution of this agreement, handover to the "Developers" advocates and solicitors all copies of original documents and title deeds relating to the said property for enabling the "Developer"' advocate and solicitors to investigate the owners title to the said property. The "Developer" shall administer requisitions to the owners within a period of two months from the date of receipt of such original documents and title deeds.

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

8. That the "Developer" shall give the "Land Owners" the statement every month , on 10th day of the next following month, regarding the booking of the flats.

9. On execution of these presents the "Land Owners" have given an irrevocable license to the "Developer" to enter upon the "said property"and to construct permanent structure on the "said property" as per the approved plan by the concerned authorities. The entire FSI available now, or in future on the "said property" as approved by Nashik Municipal Corporation or any other authority of the state shall be consumed during such development and construction. Development of the "said property" should strictly be in accordance with existing and future rules and regulations of Nashik Municipal

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Corporation or any other authority of the state. The "Owners" shall handover the possession **of** the total residential premises finally or ultimately to the association of apartment Owners/ society that would be formed and registered as herein mentioned. Judicial possession of land shall always remain and continue to remain with the "Land Owners" till completion of the project.

10. The "Land Owners" has informed and assured the "Developer" that:

a. the "said property" is freehold.
b. there is no outstanding mortgage, liens on the said property.
   The "Land Owners" are the only owners entitled to use and occupy of the "said property".
c. There is no attachment either before or after judgment or the Income Tax Department.
d. the "Land Owners" have paid all the due revenue, Property taxes as on the date of execution of these presents. In case any old Govt. dues have remained unpaid the same will be borne & paid & paid by the "Land Owners".
e. the "Land Owners" has not secured any loan from any person/s or any financial institutions by mortgage or otherwise of the "said property" or any part or portion thereof.
f. the "Land Owners" are entitled to grant all his right, title and interest as regards the Development rights of the "said property" as envisaged under these presents.
g. the "Land Owners" and/or their predecessor in title and/or anybody claiming from or under them or any of them had or have not granted any right of way of easement or license or any other rights to any person over the "said property" or any part thereof and that such right has become effective by prescription or otherwise howsoever and that none of the Owners or occupiers of the adjoining property or their tenants or the public user have lawful access to any part of the "said property" for passing and re-passing between any points within the said property;

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h. the "said property" falls within the jurisdiction of Nashik Municipal Corporation.

i. there is no impediment whereby the "Land Owners" is restrained from entering into this agreement.

j. City survey card extract of the "said property" is in the name of the "Land Owners".

10. It is hereby further agreed that if the said property or any portion thereof is acquired or requisitioned or reserved under any act, rules, regulations or otherwise for any public purpose or otherwise, and as a result thereof the same or such part thereof is not available for development to the "Developer", 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 "Land Owners" only, and likewise all costs charges and expenses incurred for recovery and / or realization thereof shall be borne & paid and paid by the "Land Owners" only.

11. Notwithstanding anything contained in this agreement the "Land Owners" undertakes to clear all the previous claims of the third parties even if claimed anytime in future. In case of any delay on the part of the "Land Owners" to clear the previous claims, if any and in case the "Developer" could not complete the construction within the prescribed time in that event the owner will extend the above prescribed period. The "Land Owners" shall extend the scheduled period for completion of the project if there is delay as a result of any type of problem from the local authority or from the "Land Owners'" side regarding the title. The "Land Owners" specifically undertakes that they shall clear all the past litigation, if any for the title of the "said property" at its own cost, expenses, and responsibility.

12. The "Land Owners" have assured the "Developer" that from the date hereof "Land Owners" will neither do any act, deed or thing nor will enter into any kind of agreement with any third party whereby the rights of the

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"Developer" to develop and sell the "said property" is affected in any manner whatsoever.

13. The "Developer" will be entitled to appoint Architects, R.C.C consultants and other consultants/professionals from time to time and pay their fees and other charges. The "Land Owners" shall extend full co-operation to the "Developer" and sign all such necessary documents, execute all applications, plan letters, declarations, writing etc., for the purpose of obtaining permission of the authorities, Government and/or Semi-Government bodies as may be desired by the "Developer".

14. On and from date of the execution of these presents the "Developer" shall be entitled to at his own costs and expenses to prepare the revised plans for the construction of the building by consuming entire FSI and/or usable FSI in respect of the said property, available at present or in future available to the said property, get the said plans sanctioned from time to time and get the same amended from time to time as per his own requirement. The "Developer" however shall be entitled to obtain commencement certificate and/or commence construction or to additions, alterations, repair or renovations to the structures as per the plans approved by the local authorities. The "Developer" shall carry out the entire construction work on their own account and risk and at their own responsibility and shall pay and discharge all the costs, charges and expenses in relation to the construction work including payment of salaries and wages to the personal and workman employed in construction work, bill of suppliers of building material, municipal rates and taxes in respect of the "said property"from the date hereof. It is agreed by and between the parties that the "Developer" shall bear and shall be liable for all the cost of construction including construction material, labor charge, finishing items, consultation charges of Architects and Engineer etc. and land owner shall not be liable to pay the same. Similarly the "Land Owners" shall not be liable for any mishap accident, etc. occurred on the site of the "said property" during the course of construction.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

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15. The "Developer" hereby agrees to pay and discharge all outgoings, water charges, taxes payable to government bodies in respect of the "said property" and construction thereon from the date of the actual construction. The "Developer" shall obtain commencement certificate from Nashik Municipal Corporation at his own cost and expenses and for the purpose shall pay all the Development charges, betterment fees, levies and other charges and deposits payable to Nashik Municipal Corporation in that respect.

16. The "Developer" hereby agrees to indemnify and keep indemnified the "Land Owners" of and from and against any claim that may be arise or made against the "Land Owners" on account of the "Developer" committing any breach of building bye-laws, rules, directives of concerned authorities etc and/or "Developer" committing default in payment of salaries, wages, fees of professionals, bills of suppliers of building materials etc. If there is any accident or casualty on the site during or after the construction work, the "Developer" only will have all the liability and the "Land Owners" will be indemnified from any claims of any parties. The "Developer" further indemnifies the land owner against any/all action or legal steps taken by any of the flat purchaser regarding any breach of terms and conditions of agreement of sale or for any reasons whatsoever.

17. The "Developer" and "Land Owners" shall enter into agreement for sale of or allotment of all the constructed premises constructed by the "Developer" on the "said property" on Ownership basis. The "Developer" only shall be liable for the observance and performance of the terms and conditions of agreement for sale of such premises as aforesaid.

18. Both the parties do hereby agree as under:-

a. The "Developer" shall sell the premises in the under construction or constructed building on the "said property" at the rate as may be

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collection shall not form part of the Gross Sales Proceeds. The "Land Owners" shall not be liable for the same. Any taxes levied by local body or any statuary body will be paid and collected by the "Developer" only.

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".

It is hereby agreed between the parties to this agreement that if the "Developer" decides to obtain project loan from any financial institution for carrying the construction activities on the said property the owners 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 indemnity & keep indemnified the "Land Owners" 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. It is also agreed between the parties to this agreement that the repayment of the loan amount shall be made from the amounts to be received by the "Developer" from the "Escrow Account", as mentioned above. No amount shall be deducted from the share of the "Land Owners" for repayment of loan amount with interest. 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. It is agreed by the "Developer" that the loan obtained by the "Developer" for the project finance shall be used & utilized only for this project and not anywhere else.

SEAL OF THE JOINT SUB REGISTRAR
सह दुय्यम निबंधक वर्ग-२ नाशिक-३
सत्यमेव जयते
* NASIK-3 *

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२६

decided developer only & communicated to the "Land Owners", having regard to the market conditions.

b. The marketing of the premises comprised in the building to be constructed on the "said property" shall be at the sole discretion of the "Developer" to which the Owners have given irrevocable consent. The "Developer" shall be entitled to appoint marketing agencies for the purpose of advertisement of the premises available in the above said project and shall engage the services of audio and/or visual media or news papers or by hoardings or any other mode of advertisement available to the "Developer".

c. The "Developer" shall prepare all brochures and shall show the names of the "Developer".

19. The collection of the following money shall not form the part of the gross sale proceeds and The "Developer" alone shall be entitled to collect the following deposits and/ or Maintenance charges:-

a) Apartment formation charges
b) Share money and Entrance fee
c) Legal expenses.
d) Ad-hoc Maintenance charges.
e) Towards the expenses of electric deposits and liaison expenses towards connection of water and electricity.
f) Any additional extra amenities provided by the "Developer" to the purchaser of the flats.
g) Club house membership charges
h) One time, monthly or any other refundable or non refundable deposit.

20. The "Developer" shall collect the amount of Service tax and Value Added Tax or any other local tax & outgoing that may be levied from time to time on sale of the constructed premises constructed by the "Developer". Such

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

नमुना - ३
दस्त क्र.( 6615/2018)
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also not a lease nor an agreement to sell the "said property" or intended to give the possession of the "said property" to the "Developer" u/s. 53 (a) of the Transfer of Property Act 1882. It is agreed and expressly clarified that the bare permission is hereby given to the "Developer" to enter upon the "said property"for construction of new building/s on the "said property"and right to sell /allot the constructed premises available under this agreement subject to the terms and conditions and provisions herein contained and to receive the proportionate consideration. It is clearly understood by the parties that this Development Agreement shall not tantamount to the partnership under the provisions of the Indian Partnership Act, 1932 or any other act governing the partnership of the parties and each party shall be responsible for the payment and discharging of their Income Tax liability.

24. The stamp duty and registration charges required to be paid on this document or any other document pursuant to this Agreement shall be paid and borne & paid by the "Developer" alone.

25. [ In case of dispute regarding interpretation of any of the clauses under this Development Agreement, the same shall be settled as per the provisions of Indian Arbitration Act by appointing single Arbitrator namely Mr. Subodh M. Shah, Advocate and the decision of the same Arbitrator shall be binding on both the parties. The fees of the Arbitrator shall be borne & paid and shared equally by both the parties.]

26. The "Land Owners" shall be entitled to inspect personally or through their authorized representative, the progress of work of the construction of the "Developer" at all his reasonable time.

## FIRST SCHEDULE OF THE SAID LAND

All that piece and parcel of the property **admeasuring 6876.15 Sq. Mtrs. bearing CTS No. 4472 out of Gat. No. 114 Total admeasuring Hecton 1-40 Are assessed at Rs. 37 Ps. situated at Village Chunchale** within the Nashik

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

नमुना-३
दस्त क्र. ६९४८/२०१४)

It is hereby expressly agreed between the parties to this deed that the "Developer" shall be liable & responsible to give proper share of all amount accrued from sale proceeds in terms of percentage mentioned above to the land owners. The land owners are entitled to receive such amounts towards their share subject to any subsequent changes in government policies, rules & regulations etc.

21. The "Land Owners" shall on the request of the "Developer" shall execute the conveyance of the "said property" or any part thereof in favour of Condominium of the Apartment owners of the Premises Purchaser in the building constructed on the said property. However in no event the "Land Owners" shall be liable to pay any cost, charges and expenses of the stamp duty and registration charge which shall be exclusively borne & paid by the "Developer" or society as the case may be.

For enabling the "Developer" to do the above and carrying out all such acts, deeds & things mentioned in the development agreement, the "Land Owners" shall execute the general power of attorney in the name of the "Developer" for doing all such other acts, deeds and things as may be required in connection with the said property. 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.

22. All other necessary documents pursuant to this Agreement to complete the transaction including Conveyance shall be prepared by the "Developer" and approved by the "Land Owners". And the "Land Owners" agrees and undertakes to sign the same and get it registered by admitting the execution before the Sub-registrar of the assurances as and when required by the "Developer".

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

23. It is express intention of the parties that by executing this DEVELOPMENT AGREEMENT that the "Land Owners" is not transferring the Ownership of the "said property" or any part thereof. This agreement is

नसन-३
दस्त क्र.(९९८१/२०१४)
३९—५७

Municipal Corporation within registration District of Nashik and sub registration Taluka Nashik bounded as follows:

| | | |
|---|---|---|
| On or towards East | : | Adjoining Gat No. 107 |
| On or towards West | : | Adjoining Gat No. 113 |
| On or towards South | : | Adjoining Gat No. 106 & 115 |
| On or towards North | : | Gat No. 111 |

**SECOND SCHEDULE OF THE SAID PLOT**

All that piece and parcel of the property **admeasuring 2763.00 Sq. Mtrs. bearing CTS No. 4469/1 situated at Village Chunchale** within the Nashik Municipal Corporation within registration District of Nashik and sub registration Taluka Nashik bounded as follows:

| | | |
|---|---|---|
| On or towards East | : | 12. D. P. Road & Gat No. 107 |
| On or towards West | : | 18. D. P. Road & Gat No. 115 |
| On or towards South | : | Gat No. 117 & 12. D. P. Road |
| On or towards North | : | Gat No. 114 |

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNTO ON THIS DAY, DATE AND YEAR MENTIONED ABOVE.**



SIGNED SEALED AND DELIVERED ]
BY THE WITHINNAMED ]
**[1] MR. ABHIJEET PRAKASH PATIL** ]
**(Land Owner No.1)** ]



]
**[2] MR. PRAKASH SADASHIV PATIL** ]
**(Land Owner No.2)** ]

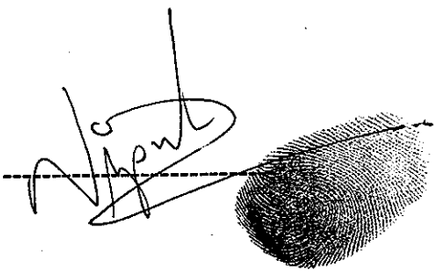
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 *

नमुना - ३

दस्त नं. (6-2-2012/3098)



SIGNED SEALED AND DELIVERED ]
BY THE WITHINNAMED - **DEVELOPER** ]
**M/S. DREAM SHELTRES** ]
**"DEVELOPER" PVT. LTD. NASHIK** ]
**SHRI. VIPUL DILEEP LATHI** ]
**("DEVELOPER")** ]

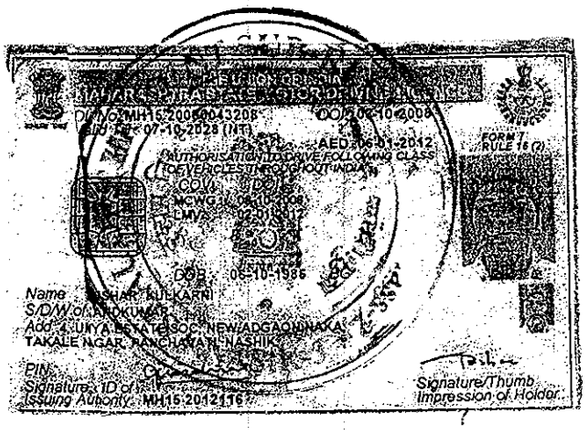


Witness :-

(1) ----------

(2) ----------

final 114 D.P. 13. oct.



नमुना - ३

दस्त क्र. (८९४/२०१४)

२७ — २८

गाव नमुना नऊ

दैनिक पावती पुस्तक

महाराष्ट्र शासन ( रोजकीर्द व पावती पुस्तक )

गाव- चुंचाळे तालुका- नाशिक खाते क्र.

दिनांक 9/9/2013 भोगवटादार/पैसे देणार- प्रकाश सदाशिव पाटील

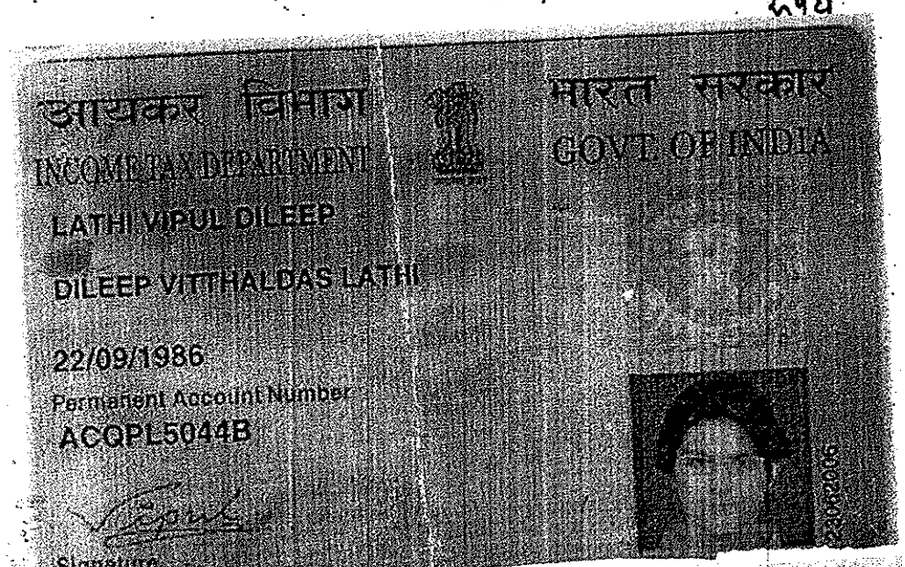
एकत्रीकृत जमीन महसूल

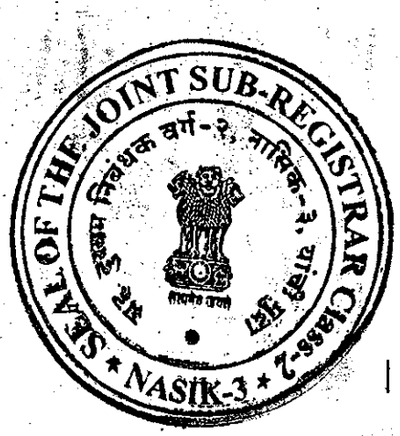
| थकबाकी | | | चालू वर्ष मागणी | | | | स्थानिक उपकर | | | |
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| | | | नियत | | सेकीर्ण | | जिल्हा परिषद | | ग्रामपंचायत | |
| वर्ष | रु. | पै. | रु. | पै. | रु. | पै. | रु. | पै. | रु. | पै. |
| | | | ६२१०० | | | | | | ६२५०० | |

(अक्षरी) रुपये सदुसष्ठ हजार तीनशे रुपये फक्त मिळाले.

तलाठी चुंचाळे

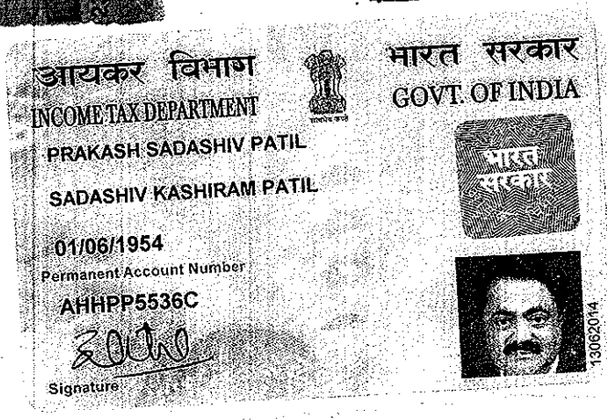
ता. जि. नाशिक









# मालमत्ता पत्रक

विभाग/मौजे -- चुंचाळे तालुका/न.भू.मा.का. -- न.भू.अ.क्र. १ जिल्हा -- नाशिक

| नगर भूमापन क्रमांक | शिट नंबर | प्लाट नंबर | क्षेत्र चौ.मी. | धारणाधिकार | शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ |
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सुविधाधिकार ----

हक्काचा मुळ धारक वर्ष ----

पट्टेदार ----

इतर भार ----

इतर शेरे ----

नपन-३
दस्त क्र.(६५५/२०१४)
२१-२६

| दिनांक | व्यवहार | खंड क्रमांक | नविन धारक (धा) पट्टेदार (प) किंवा भार (भा) | साक्षाकंन |
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| ०६/०४/२०१० | बिनशेती मोजणी आदेश<br>मा.जिल्हाधिकारी नाशिक यांचे कडील बिनशेती आदेश क्रमांक मह/कक्ष/३/४/बि.शे.प्र.क्र. १५३/२००९, नाशिक दिनांक २१/८/२००९ | ---- | श्री. प्रकाश सदाशिव पाटील | फेरफार क्र. २५६ प्रमाणे सही -<br>६/४/२०१०<br>न.भू.अ.क्र.१,नाशिक |

तपासणी करणारा -

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खरी नकल -

नक्कल फी हिशोब
मागणी, रजिस्टर संख्या -
रुपये पैसे
नकलफी ८०
नकाशा फी ७
स्कॅनिंग फी
इतर आकार फी
एकूण फी रु. ८७

न.भू.अ.क्र. १
नाशिक
खरी नकल
शिरस्तेदार
नगर भूमापन अधिकारी क्र १,
नाशिक

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 ★ NASIK-3 ★ सह दुय्यम निबंधक वर्ग-२, नाशिक-३

# मालमत्ता पत्रक

*विभाग/मौजे --* **चुंचाळे** *तालुका/न.भू.मा.का. --* **न.भू.अ.क्र. १** *जिल्हा --* **नाशिक**

| नगर भुमापन क्रमांक | शिट नंबर | प्लाट नंबर | क्षेत्र चौ.मी. | धारणाधिकार | शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ) |
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सुविधाधिकार

हक्काचा मुळ धारक
वर्ष

पट्टेदार

इतर भार

इतर शेरे

नसन-३
दस्त क्र.(८९४/२०१४)
२२-१०

| दिनांक | व्यवहार | खंड क्रमांक | नविन धारक (धा) पट्टेदार (प) किंवा भार (भा) | साक्षांकन |
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| ०३/०७/२०१४ | पोट हिस्सा मोजणीने<br>नगर भुमापन पोट हिस्सा हि २३/०९/२०१३ आदेशाने मोरनं ७७ मोजणी दिनांक ०८/१०/२०१३ अन्वये पोट हिस्सा मोजणी झाल्याने स्वतंत्र मिळकत पत्रिका उघडली | | | फेरफार क्र. ९३२ प्रमाणे सही -<br>०३/०७/२०१४<br>न.भू.अ.क्र.१,नाशिक |

तपासणी कर्मचारी -

खरी नक्कल -

न.भू.अ.क्र. १
नाशिक

10 JUL 2014
8024079

खरी नक्कल

SEAL OF THE JOINT SUB-REGISTRAR CLASS-II
सह दुय्यम निबंधक वर्ग-२ नाशिक-३
NASIK-3

(पान न.-- १ )

नक्कल करिता

गांव चुंचाळे

तालुका नायगाव

## गां. न. नं. ७, ७अ, व १२

| भूमापन क्रमांक | हि.क्र. | धारणा प्रकार | गां. नं. क्र. ७ | खाते क्रमांक 90८. 342 |
|---|---|---|---|---|
| 106 | | मो.व.१ | भोगवटदाराचे नाव | |
| भू.का.क्रमांकाचे स्थानिक नाव | पिंपळगाव पाट | | ६१८ ३९४१ | कुळाचे नांव खंडे |

लागवडी योग्य क्षेत्र — एकर गुंठे / हेक्टर आर / चौरस मिटर

| | हेक्टर | आर |
|---|---|---|
| जिरायत - | 1 | ९२ |
| बागायत - | | |
| भात शेती - | | |
| एकूण- | 1 | ९२ |
| पो.ख. - | | |
| वर्ग (अ) - | | |
| वर्ग (ब) - | | |
| एकूण- | | |

| | रूपये | पैसे |
|---|---|---|
| आकार बिनशेती- | | |
| जुडी किंवा विशेष - | २ | ८२ |
| आकार पाण्याबाबत- | | |
| एकूण- | | |

सकारा सदाशिव पाणीस ६८६२

इतर अधिकार ६८६२

विशेषतिकडे वर्ग क्षेत्र-1690 चौ मी ६३५८

स्टेट बँक ऑफ इंडिया येथे कर्ज रु-1200001 बापू ८।१०।१२ सोकवणे फॉरेन: 13 कमिल ११५४

नमुना-३

दस्त क्र.( ६८६ /२०१४)

गां.नं. क्र. ७ अ

गां.नं. क्र. १२

पडीत-पिकाऊ

| वर्ष | जमीन कसणाऱ्याचे नांव | रीत | हंगाम | पिकाखालील क्षेत्रांचा तपशील: मिश्र पिकांचे एकूण क्षेत्र — मि.पी.संकेतांक | जलसिंचित | अजलसिंचित | मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र — पिकाचे नांव | जलसिंचित | अजलसिंचित | अ मिश्र पिकाचे क्षेत्र — पिकाचे नांव | जलसिंचित | अजलसिंचित | निरूपयोगी जमिनीचा तपशील | पुरवठ्याचे साधन | क्रारा |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| १ | २ | ३ | ४ | ५ | ६ | ७ | ८ | ९ | १० | ११ | १२ | १३ | १४ | १५ | १७ |
| 2014 2015 | खुद्द | | | | | | | | | | | | | | |

SERVICE OF CHIEF JOINT SUB-REGISTRAR CLASS-2 NASIK-3

नक्कल फी

19 SEP 2014

अस्सल प्रमाणे खरी नक्कल तयार ता. / /२०१

तलाठी.
तलाठी चुंचाळे
ता. जि. नाशिक

नक्कल करिता

## गां. न. नं. ७, ७अ, व १२

गांव चुंचाळे

तालुका नाशिक

| भूमापन क्रमांक | हि.क्र. | धारणा प्रकार |
|---|---|---|
| ११४ | | कोरडवाहू |

भू.का.क्रमांकाचे स्थानिक नाव पासोडी

गां. नं. क्र. ७

भोगवटदाराचे नाव

१७३ ३३६ २५८

अजित प्रकाश पाथरे-०-८० आर

लोकेश किरण चव्हाण-०-८० आर

७५४५

खाते क्रमांक

कुळाचे नांव खंड

| लागवडी योग्य क्षेत्र | एकर | गुंठे |
|---|---|---|
| | हेक्टर | आर |
| | चौरस | मिटर |
| जिरायत - | १ | ४० |
| बागायत - | | |
| भात शेती - | | |
| एकूण- | १ | ४० |
| पो.ख. - | | |
| वर्ग (अ) - | | |
| वर्ग (ब) - | | |
| एकूण- | | |
| आकार बिनशेती- | रूपये | पैसे |
| जुडी किंवा विशेष - | ६ | ३० |
| आकार पाण्यावाबत- | | |
| एकूण- | | |

इतर अधिकार

२७८ २५८ ३०६८

रामा शिवराम धायरे यांची वहिवाट देणार

७८५६ १५०१ २५६८

नमुना-३

दस्त क्र. १९५८/२०१४

२५—२७

गां.नं. क्र. ७ अ

गां.नं. क्र. १२

| वर्ष | जमीन कसणाऱ्याचे नांव | रीत | हंगाम | पिकाखालील क्षेत्रांचा तपशील: मिश्र पिकांचे एकूण क्षेत्र: मि.पी.संकेतांक | मिश्र पिकांचे एकूण क्षेत्र: जलसिंचित | मिश्र पिकांचे एकूण क्षेत्र: अजलसिंचित | मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र: पिकाचे नांव | मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र: जलसिंचित | मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र: अजलसिंचित | अ मिश्र पिकाचे क्षेत्र: | पडीत पिकास निरूपयोगी जमिनीचा तपशील: | पाणी पुरवठ्याचे साधन | शेरा |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| १ | २ | ३ | ४ | ५ | ६ | ७ | ८ | ९ | १० | ११ १२ १३ | १४ १५ | १६ | १७ |
| २०१४ २०१५ | सुरेश | | उ | | | | | | | | | | खरीप १ रब्बी १ कोरडवाहू |

OFFICE OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK

नक्कल फी

19 SEP 2014

अस्सल प्रमाणे खरी नक्कल तयार ता. / /२०१

तलाठी

तलाठी चुंचाळे

ता. जि. नाशिक

मंगळवार,14 ऑक्टोबर 2014 11:47
म.पू.

दस्त गोषवारा भाग-1

नसन3 2949/26
दस्त क्रमांक: 6949/2014

दस्त क्रमांक: नसन3 /6949/2014

बाजार मुल्य: रु. 6,33,91,000/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.31,69,600/-

दु. नि. सह. दु. नि. नसन3 यांचे कार्यालयात

अ. क्रं. 6949 वर दि.14-10-2014

रोजी 11:38 म.पू. वा. हजर केला.

पावती:7413 पावती दिनांक: 14/10/2014

सादरकरणाराचे नाव: मे. ड्रिम शेल्टर्स डेव्हलपर्स प्रा.लि. तर्फे डायरेक्टर श्री. विपुल दिलीप लाठी

| | |
|---|---|
| नोंदणी फी | रु. 30000.00 |
| दस्त हाताळणी फी | रु. 540.00 |
| पृष्टांची संख्या: 27 | |
| एकुण: | 30540.00 |

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Nashik3

Joint Sub Registrar Nashik3

दस्ताचा प्रकार: विकसनकरारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 14 / 10 / 2014 11 : 38 : 48 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 14 / 10 / 2014 11 : 40 : 33 AM ची वेळ: (फी)

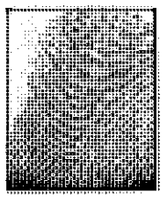
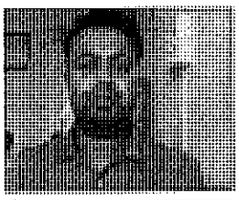
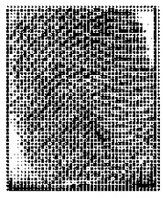
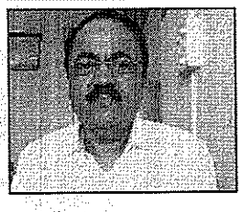
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

14/10/2014 11 50:47 AM

दस्त गोषवारा भाग-2

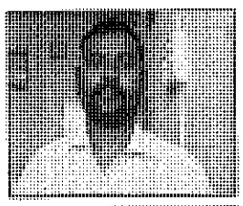
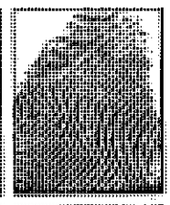
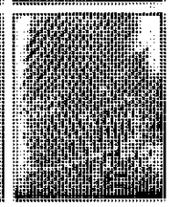
नसन3 2026
दस्त क्रमांक:6949/2014

दस्त क्रमांक :नसन3/6949/2014
दस्ताचा प्रकार :-विकसनकरारनामा

| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 1 | नाव:मे. ड्रिम शेल्टर्स डेव्हलपर्स प्रा.लि. तर्फे डायरेक्टर श्री. विपुल दिलीप लाठी<br>पत्ता:-, -, अर्चित रुतुरंग अपार्टमेंट,आनंदवल्ली,नाशिक, -, -, Sawarkar Nagar, MAHARASHTRA, NASHIK, Non-Government.<br>पॅन नंबर:AAECD1505A | लिहून घेणार<br>वय :-28<br>स्वाक्षरी:- |  |  |
| 2 | नाव:श्री. अभिजीत प्रकाश पाटील<br>पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सहजिवन कॉलनी,विसेमळा,कॉलेज रोड,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नाशिक.<br>पॅन नंबर:AKZPP8731E | लिहून देणार<br>वय :-33<br>स्वाक्षरी:- |  |  |
| 3 | नाव:श्री. प्रकाश सदाशिव पाटील<br>पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सहजिवन कॉलनी,विसेमळा,कॉलेज रोड,नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नाशिक.<br>पॅन नंबर: | लिहून देणार<br>वय :-59<br>स्वाक्षरी:- |  |  |

वरील दस्तऐवज करुन देणार यांनी वरील विकसनकरारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:14 / 10 / 2014 11 : 42 : 29 AM

ओळख :
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

| अनु क्र. | पक्षकाराचे नाव व पत्ता | | छायाचित्र | अंगठ्याचा ठसा |
|---|---|---|---|---|
| 1 | नाव:अशोक तुकदेव कासार<br>वय:32<br>पत्ता:1/2, अभिषिक्त अपार्टमेंट,विसे मळा,कॉलेज रोड,नाशिक<br>पिन कोड:422005 | स्वाक्षरी |  |  |
| 2 | नाव:तुषार नंदकुमार कुलकर्णी<br>वय:27<br>पत्ता:1/2, अभिषिक्त अपार्टमेंट,विसे मळा,कॉलेज रोड,नाशिक<br>पिन कोड:422005 | स्वाक्षरी |  |  |

शिक्का क्र.4 ची वेळ:14 / 10 / 2014 11 : 43 : 06 AM

शिक्का क्र.5 ची वेळ:14 / 10 / 2014 11 : 43 : 53 AM नोंदणी पुस्तक 1 मध्ये

Summary-2( दस्त गोषवारा भाग - २ )

Joint Sub Registrar Nashik3

नसन-३
दस्त क्र.(६९४९/२०१४)
२६-२६

EPayment Details.

| sr. | Epayment Number | Defacement Number |
|---|---|---|
| 1 | MH003145641201415S | 0002010251201414 |

6949 /2014

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2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 * NASIK-3 * सह दुय्यम निबंधक वर्ग-२, नाशिक-३, सत्यमेव जयते

प्रमाणित करण्यात येते की,
या दस्तामध्ये २६ पाने आहेत.
पुस्तक क्रमांक १, क्रमांक
६९४९ वर नोंदला.
दिनांक १४ माहे ऑगस्ट सन २०१४

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.