



Thursday, November 17, 2016  
12:41 PM

पावती

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

पावती क्र.: 6968 दिनांक: 17/11/2016

गावाचे नाव: भाईदर

दस्तऐवजाचा अनुक्रमांक: टनन4-5125-2016

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे. सावरीया कन्स्ट्रक्शन कंपनी चे भागीदार सुशील चोथमल बर्मा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 600.00

पृष्ठांची संख्या: 30

एकूण:

रु. 30600.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
12:58 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 4

बाजार मूल्य: रु. 6254000/-

मोबदला रु. 2000000/-

भरलेले मुद्रांक शुल्क: रु. 313000/-

सह. दुय्यम निबंधक वर्ग-२  
ठाणे क्र. ४

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006008546201617R दिनांक: 17/11/2016  
बँकेचे नाव व पत्ता: IDBI
- 2) देयकाचा प्रकार: By Cash रक्कम: रु 600/-

2BORE

11/17/2016



17/11/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 4

दस्त क्रमांक : 5125/2016

नोंदणी :

Regn:63m

गावाचे नाव : 1) भाईदर

|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| (1)विलेखाचा प्रकार                                                                                                                    | विकसनकरारनामा                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| (2)मोबदला                                                                                                                             | 2000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)                                                    | 6254000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)                                                                                           | 1) पालिकेचे नाव:मिरा-भाईदर मनपा इतर वर्णन : , इतर माहिती: , इतर माहिती: वॉर्ड क्र. ई.विभाग क्र. 1/5,टिका क्र. 15,मौजे भाईदर,सीटीएस नं. 647,648,649,650,651 आणि 652,एकूण क्षेत्रफळ 502.6 चौ. मी. त्यापैकी मालकास 40% व डेव्हलपर्स यांना 60% द्यावयाचे ठरले आहे व डीपॉझीट 20,00,000/- रीफंटेबल चे डेव्हलपमेंट डीड,दस्तात नमुद केल्याप्रमाणे.( ( C.T.S. Number : 647,648,649,650,651,652 ; ) )                                                                                                                                                                                                                |  |
| (5) क्षेत्रफळ                                                                                                                         | 1) 502.6 चौ.मीटर                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-मे. श्री कृष्णा कंपनी चे प्रोप्रायटर श्याम आय. गोस्वामी - - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शॉप नं. 22, भाईदर बिल्डींग, कस्तुरी पार्क समोर, नवघर रोड, भाईदर पु., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401105 पॅन नं:-AJYPG5137H                                                                                                                                                                                                                                                                                                                               |  |
| (8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता                    | 1): नाव:-मे. सावरीया कन्स्ट्रक्शन कंपनी चे भागीदार सुशील चोथमल वर्मा - - वय:-53; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सदनिका क्र. ए/701, सातवा मजला, नंदगाव, सालासर ब्रिज भूमी, मॅक्सेस मॉल समोर, भाईदर प., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:- 401101 पॅन नं:-ABTPV0402F<br>2): नाव:-मे. सावरीया कन्स्ट्रक्शन कंपनी चे भागीदार रवी वासुदेव व्यास - - वय:-32; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सदनिका क्र. ए/701, सातवा मजला, नंदगाव, सालासर ब्रिज भूमी, मॅक्सेस मॉल समोर, भाईदर प., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:- 401101 पॅन नं:-ADTPV3888R |  |
| (9) दस्तऐवज करून दिल्याचा दिनांक                                                                                                      | 16/11/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| (10)दस्त नोंदणी केल्याचा दिनांक                                                                                                       | 17/11/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| (11)अनुक्रमांक,खंड व पृष्ठ                                                                                                            | 5125/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क                                                                                                   | 313000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क                                                                                                     | 30000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| (14)शेरा                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

Hot Payment Successful. Your Payment Confirmation Number is 105437512

## CHALLAN

MTR Form Number - 6

|                                  |                                                  |                                    |                                              |                                                       |                  |
|----------------------------------|--------------------------------------------------|------------------------------------|----------------------------------------------|-------------------------------------------------------|------------------|
| GRN NUMBER                       | MH006008546201617R                               |                                    | BARCODE                                      | Form ID :                                             | Date: 16-11-2016 |
| Department                       | IGR                                              |                                    | Payee Details                                |                                                       |                  |
| Receipt Type                     | RM                                               |                                    | Dept. ID (If Any)                            |                                                       |                  |
| Office Name                      | IGR119-THN7_THANE<br>NO 7<br>JOINT SUB REGISTRAR | Location                           | PAN No. (If Applicable)                      | PAN-ABTPV0402F                                        |                  |
| Year                             | Period:<br>From : 15/11/2016<br>To : 31/03/2099  |                                    | Full Name                                    | MS SAWARIYA CONS COM<br>PART SUSHIL CHOTHMAL<br>VARMA |                  |
| Object                           | Amount in Rs.                                    | Flat/Block No.                     | VILLAGE BHAYANDER                            |                                                       |                  |
| 0030046401-75                    | 313000.00                                        | Premises/ Bldg                     | CTS NO                                       |                                                       |                  |
| 0030063301-70                    | 30000.00                                         | Road/Street, Area /Locality        | 647 TO 652                                   |                                                       |                  |
|                                  | 0.00                                             | Town/ City/ District               | BHAYANDER WEST                               |                                                       |                  |
|                                  | 0.00                                             | PIN                                | THANE Maharashtra                            |                                                       |                  |
|                                  | 0.00                                             | Remarks (If Any) :                 | ट.न.न.-४                                     |                                                       |                  |
|                                  | 0.00                                             |                                    | रकम कांक ५९२५ / २०१६                         |                                                       |                  |
|                                  | 0.00                                             |                                    | ९ / ३०                                       |                                                       |                  |
| Total                            | 343000.00                                        | Amount in words                    | Rupees Three Lakhs Forty Three Thousand Only |                                                       |                  |
| Payment Details: IDBI NetBanking |                                                  | FOR USE IN RECEIVING BANK          |                                              |                                                       |                  |
| Payment ID : 105437512           |                                                  | Bank CIN No : 69103332016111650850 |                                              |                                                       |                  |
| Cheque- DD Details:              |                                                  | Date                               |                                              |                                                       |                  |
| Cheque- DD No.                   |                                                  | 16-11-2016                         |                                              |                                                       |                  |
| Name of Bank                     |                                                  | Bank-Branch                        |                                              |                                                       |                  |
| IDBI BANK                        |                                                  | 1343 Thane                         |                                              |                                                       |                  |
| Name of Branch                   |                                                  | Scroll No.                         |                                              |                                                       |                  |

<https://corp.idbibank.co.in/corp/BANKAWAYTRAN;jsessionid=0000FB1nNKjdGR818b...> 11/16/2016

सह. दुय्याम निबंधक वर्ग-२  
राणे क्र. ४

## DEVELOPMENT AGREEMENT

- 1) Village :- Bhayander
- 2) CTS No. :- 647 to 652
- 3) Area :- 502.6 sq. mtrs.
- 4) Zone :- 1/5,E (Tika No. 15)
- 5) Land Rate :- 16590/-
- 6) Construction Cost :- 22000/-
- 7) Consideration :-
  - 1) 40% Consideration
  - 2) 20,00,000/- Refundable
  - 3) Period of Construction 3 Years
  - 4) 40% Car Parking
- 8) Market Value :- As this is the document of Development and the TDR is applicable Final Land Rate of Land :-

= Rs. 20,738/- Per sq. Mtrs.

= (502.6 - 201.04) x 20,738/-

= 301.56 x 20,738/-

= 62,53,752/-

= i.e. 62,54,000/-

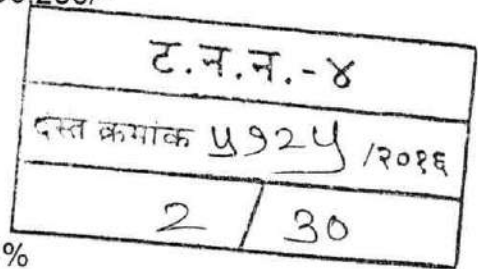


9) Consideration Value:- (201.04x22,000/-x1.05) + (137.56x10x22,000x25.1)

= 46,44,024/- + 7,56,250/-

= 54,00,274/-

= i.e. 54,00,500/-



10) Heights Market Value = 62,54,000/- x 5%

11) Stamp Duty & Reg. Fees = Stamp Duty As Per Article 5(g-a) (i) of

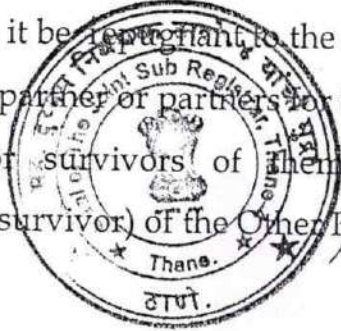
MSA Rs. 3,13,000/-

Reg Fees 30,000/-

सह. दुय्यम निबंधक वर्ग-२  
ठाणे क्र. ४

## Agreement For Development

THIS AGREEMENT FOR DEVELOPMENT is made and executed on this 16<sup>th</sup> day of November 2016 BETWEEN M/s. Shree Krishna Company, a proprietor firm through sole proprietor Shri Shyam I. Goswami, having his office at Shop No. 22, Bhaidaya Bldg, Opp. Kasturi Park, Navghar Road, Bhayander (East), Taluka & Dist. Thane - 401 105, hereinafter referred to as the "Owners" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to include the heirs, executors and administrators) of the One Part AND M/s. Sawariya Construction Co., a Partnership firm through their partners Shri Sushil Chothmal Varma and Shri Ravi Vasudeo Vyas having his office at A/701, Nandgaon, Salasar Brij Bhumi, Opp. Maxus Mall, Bhayandar (West), Dist. Thane - 401101, hereinafter referred to as the "Developers" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of such survivor) of the Other Part:



WHEREAS:

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| ट.न.न.-४                 |
| दस्त क्रमांक ५९२५ / २०१६ |
| ३ / ३०                   |

- (A) By an Indenture of Conveyance dated 18th June 2013 and registered in the office of the Sub-Registrar of Assurances at Thane under Serial No.TNN12-2606 of 2013 and executed between (1) Smt.Narmadadevi Bhagwatilal Kamthia, (2) Smt.Kamladevi Shyamlal Choudhary and (3) Smt.Ansuya Hariprasad Todi, therein referred to as the Vendors of the First Part and the Owners herein and therein referred to as the Purchaser of the Other Part, the said Vendors therein mentioned sold, conveyed and assigned unto and in favour of the Owners herein the immovable property alongwith the structures standing thereon being the piece or parcel of land bearing CTS Nos. 647, 648, 649, 650, 651 and 652 admeasuring in aggregate 502.6 square meters or thereabouts at Village Bhayandar of Bhayander (West), Taluka and District Thane, and more particularly described in the Schedule thereunder written, being the same as described in the Schedule hereunder written, at or for the consideration therein contained (hereinafter referred to as "the said Property");

- (B) In pursuance of the said Deed of Conveyance dated 18th June 2013 the name of the Owner herein is entered in the record of rights of the said Property;
- (C) Owners herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property more particularly described Schedule hereunder written and shown on the plan thereof annexed hereto;
- (D) The structure on the said Property were dilapidated and MBMC had issued notice for demolition of the structure on the said Property and accordingly, MBMC demolished the structure on the said Property. The Owner herein desired to develop the said Property jointly with the Developer herein hence offered the Developer for the development of the said Property and the Developer accepted the said offer of the Owner for Development of the said Property.
- (E) Owners herein have agreed to grant to the Developers, development rights of the said property, at or for the consideration and upon the terms and conditions agreed between the parties hereto;
- (F) Prior to execution hereof the Developers herein have investigated and verified the title of the said Property and have fully satisfied itself in that respect and accepts the same as clear and marketable.
- (G) The parties hereto are desirous of recording the said terms and conditions.

NOW THIS AGREEMENT WITNESSETH THAT IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:



(1) The recitals contained herein above shall form an integral and operative part of this Agreement for Development as if the same are set out and incorporated herein verbatim.

(2) The Owners hereby appoint the Developers to develop the said property more particularly described in the schedule hereunder written and granted to the Developers the development rights at and for consideration thereof Developers shall provide to the owners, free of cost 40% duly constructed area complete in all respect with occupation certificates as provided herein below and in further Developer shall provide to the Owner a refundable security deposit of Rs.20,00,000/- (Rupees Twenty Lakhs only).

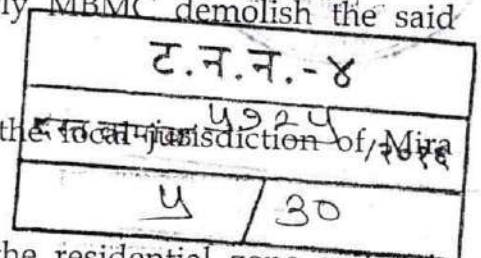
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| ट.न.न.-४                 |
| दस्त क्रमांक ५९२५ / २०१६ |
| ३०                       |

*[Signature]*

*[Signature]*

*[Signature]*

- (3) In addition to the monetary consideration as stated above, it is agreed that the Developers on grant of sanctions and approval by sanctioning authority shall provide to the Owners free of any cost the constructed area equivalent to 40% and in addition Developer shall also provide constructed residential units to the person as per Owner instruction and the same being confirmed by Developer in separate writing. The said ratio of 40% to the Owners and 60% to be retained and dealt with by the Developers shall be maintained in both commercial and residential premises.
- (4) The parties hereto agree that the car parking spaces in the stilt and/or in the podium as also in the open compounds of the buildings shall also be distributed by and between the parties in the manner aforesaid and in proportion of 40% and 60% respectively.
- (5) The owners do hereby entrust the development rights and ultimately to transfer and convey the right, title and interest in the said property in the Schedule hereunder written to the society/s or an organization/s to be formed by premises purchasers in part or in full including to Apex body as may be feasible and the Developers accept the development rights on the aforesaid terms and as hereinafter appearing.
- (6) The Owners have represented to the Developers that:
- The Owners have purchased the said property under the Deed of Conveyance dated 18th June 2013, as stated herein above and the Owners herein are in vacant and peaceful possession of the said property and each part thereof;
  - The dilapidated notice were received from MBMC on the structures on the said Property and accordingly MBMC demolish the said structures;
  - The said property is falling within the local jurisdiction of Mira Bhayandar Municipal Corporation;
  - The said property is falling within the residential zone and it is feasible to develop the said property by constructing building or buildings thereon comprising of residential as well as commercial premises;



*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

(v) That development of the property under the sanctions and permission by the MBMC, the developers shall develop the same by consuming maximum FSI and all premium payable and other obligations for obtaining maximum FSI shall be borne and paid by the developers alone;

(7) The possession of the said Property shall continued to be held by the Owners, the Developers having licence to enter upon the property for obtaining all sanctions, approvals and for obtaining commencement certificates and limited for developments of the said Property.

(8) The Developers at their entire cost shall be liable / responsible to do the following acts, deeds and things for development of the said property viz:

(i) To prepare a building plans for the construction of the buildings thereon by utilising the maximum Floor Space Index and obtain the sanction thereof from the Mira Bhayandar Municipal Corporation and such other authorities as may be required. Any amendment/alteration in the plan cannot be done without the written consent of the Owner.

(ii) To construct building or buildings thereon comprising of residential and commercial premises with the car parking spaces and such other tenements as may be permissible and as may be sanctioned in the said plans as aforesaid.



(iii) To purchase from the outside sources the Transferable Development Rights, if required, however out of the total cost of the TDR 40% cost to be borne by the Owners and remaining entire cost of TDR to be borne by the Developer alone. It is also agreed between the parties the constructed premises out of the said TDR shall be allocated in the ratio between the Owner and Developer i.e. 40%.60%.

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| ट.न.म.-४              |
| दस्तावेज क्रमांक ५९२५ |
| ३०                    |

(iv) To keep the said property, free from all encumbrances and reasonable doubts. Any dispute arises the same to be cleared by Developers at their own cost and expenses.

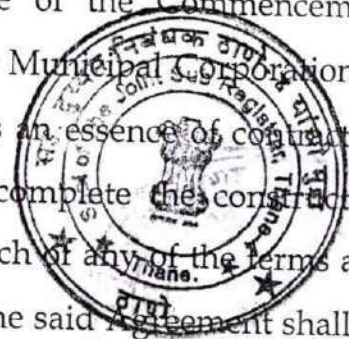
(v) To provide the unit to the tenants under the said property and/or any other person as agreed in separate writing as obligation provided under this Agreement from the Developer's 60% ratio. The

said units shall be earmarked and specified in the Supplemental Agreement to be executed on the sanction of the plan.

(vi) That the Developers herein shall not assign the rights under this Agreement in favour of any third party and/or shall not mortgage in any manner and/or shall not add anyone as partner in Developers firm without written confirmation of the Owners.

(9) The parties hereto hereby agree that prior to commencement of the construction/development and on finalization of the building plans the parties shall divide and distribute the premises by metes and bounds and allotment of the premises to respective parties shall be put in writing and recorded by executing supplemental agreement. Till such time the parties divide and distribute the premises by metes and bounds the Developer shall not be entitled to deal with, dispose off, or create any lien charge or third party interest.

(10) The Developers shall commence the work of construction of the buildings as may be expedient and the work of construction upto the stage of obtaining the Occupation Certificate for the entire project shall be completed within three years from the date of the Commencement Certificate to be issued by the Mira Bhayandar Municipal Corporation as provided under this agreement and the time is an essence of contract. In case of default on the part of Developer to complete the construction project within the aforesaid period and/or breach of any of the terms and conditions mentioned in this Agreement, then the said Agreement shall be terminated. Beside the aforesaid, in the event of the development of the project work is not completed by the Developer within three years as provided hereinabove as the case may be then in such event the Owner herein may review the work done by the Developer and further time may be extended on the basis thereof, however the same shall be at the sole discretion of the Owner and shall not be considered as a right of Developer in any manner.



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| ट.न.न.-४         |    |
| दिनांक ५९२५/२०१६ |    |
| ७                | ३० |

(11) The Developers shall at their own costs, if required, to obtain the Transferable Development Rights from outside sources however out of the total cost of the TDR, 40% cost to be borne by the Owners and remaining entire cost of TDR to be borne by the Developer alone. It is also agreed

between the parties the constructed premises out of the said TDR shall be allocated in the ratio between the Owner and Developer i.e. 40%.60%.

(12) It is agreed by both the parties that in future any more FSI than the existing FSI is available for the development on the said land more particularly described in the Schedule hereunder written from any concerned authorities then the same shall be totally of Owners entitlement.

(13) The Developers have on the execution hereof executed in favour of the Developers nominee an General Power of Attorney authorising the Constituted Attorneys to do various acts, deeds and things concerning and limited to development of the said property. The powers contained therein shall be exercised by the said Attorneys and caused to be exercised by the Developers at their own costs, risks and consequences and the Owners shall not be liable for the costs and expenses to be incurred for exercising such powers. In consideration thereof, the Developers do hereby agree to indemnify and shall keep indemnify the Owners from and against any actions, claims, demands, costs, charges and expenses, which the Owners may suffer or be subjected to by reason of the Developers causing to be exercised the said Power of Attorney through the said Constituted Attorneys.

(14) The Developers shall carry out the development of the entire project at their own risks, costs and consequences including the cost of construction of the building, providing and maintaining the infrastructures including internal roads, common electricity, water connections and such other development work as may be necessary.



(15) All the contracts, that will be entered by the Developers for construction of the building and completion of the project including appointment of the Contractors, Labourers, Professionals such as RCC Specialists, Architects, Engineers, Legal Advisers, shall be done by the Developers on principal to principal basis and the Owners shall not be in any way responsible or liable for any obligations arising out of the said contracts.

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| ट.न.न.-४                 |
| दस्त क्रमांक ५९२५ / २०१६ |
| ८ / ३०                   |

(16) Upon the plans being sanctioned, the parties hereto will demarcate the premises to be allotted to the Owners and to be retained by the Developers in proportion of 40% and 60% as aforesaid (including units referred in clause 9(v)) and such division as far as practicable shall be on equitable basis.