पावती

Original/Duplicate

नोंदणी कं. :39म

Regn.:39M दिनांक: 22/08/2019

Thursday, August 22, 2019 10:51 AM

गावाचे नाव: तळेगांव दामावे (शहरी)

दस्तऐवजाचा अनुक्रमांक: मवल२-6402-2019 दस्तऐवजाचा प्रकार : डेव्हलपमेंट अँग्रीमेंट

सादर करणाऱ्याचे नावः मे बास्तु डेव्हलपर्स ऑण्ड प्रमोटर्स तर्फे पार्टनर उज्बला निलेश भीसले

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 63 ₹, 1260.00

एकुण:

पावती के.: 7173

€. 31260.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:11 AM ह्या वेळेस मिळेल.

बाजार मुल्यः रु.5839500 /-मोबदला रु.1000000/-

भरलेले मुद्रांक शुल्क : रु. 292100/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005259831201920E दिनांक: 22/08/2019

बॅकेचे नाव व पत्ताः

2) देयकाचा प्रकार: DHC रक्रम: रु.1260/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2108201911341 दिनांक: 22/08/2019

बँकेचे नाव व पत्ताः

क्षायवा सदरचा मुळ दस्त चांचेकडे देण्यात यावा

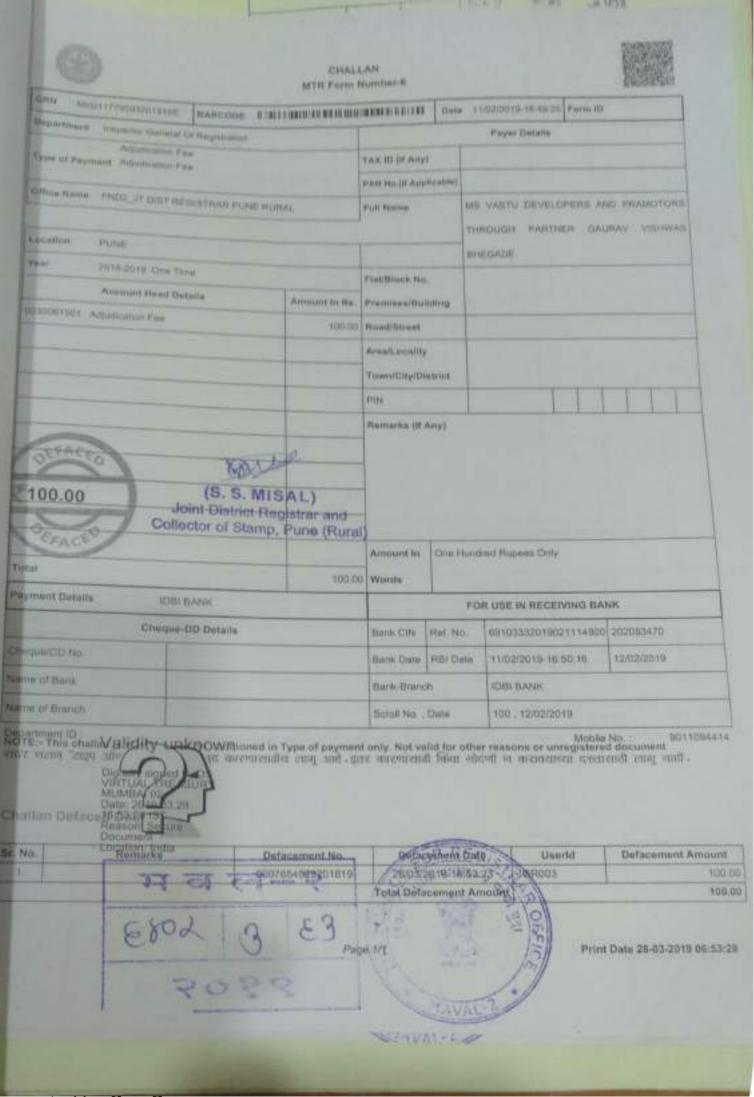
area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

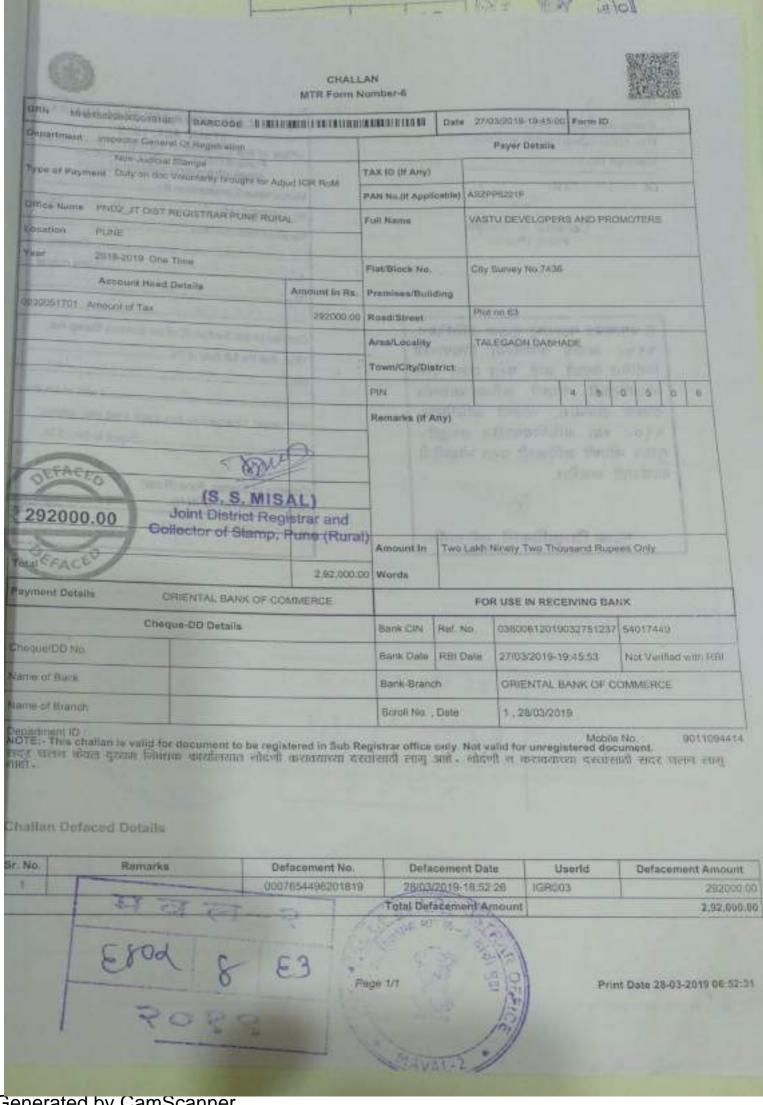
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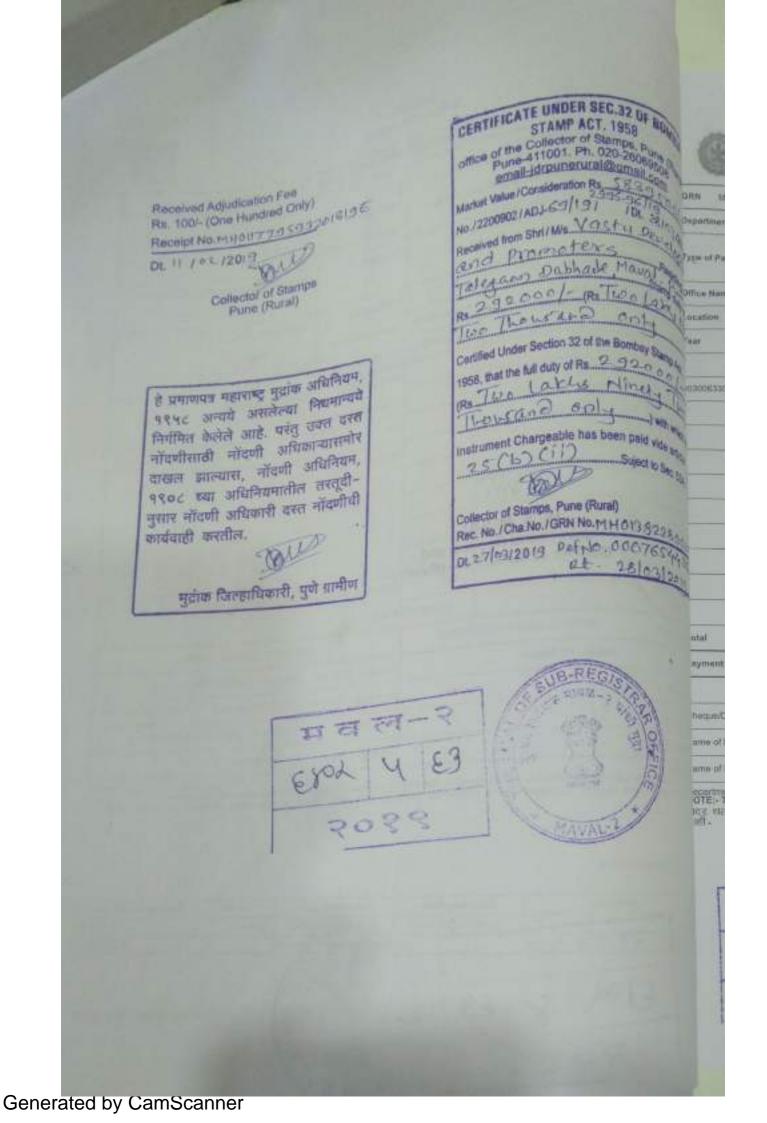
अनुच्छेद :-:













#### CHALLAN MTR Form Number-6



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Location Page												
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NOTE: This challen is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.



Print Date 16-08-2019 07:51:02



## DEVELOPMENT AGREEMENT

THIS DEVELOPEMENT AGREEMENT IS MADE AND EXECUTED AT TALEGAON DABHADE, TALUKA MAVAL, DISTRICT PUNE ON THIS 12 22 P Gurlande -DAY OF FEBRUARY , 2019 BY AND August

#### BETWEEN

1) MR. VIJAY RAMCHANDRA BHAMBURE

Age: 61 years, Occ.; Retired.

R/at: 974/B, Budhwar Peth, Talegaon Dabhade,

Tal Maval Dist Pune 410 506.

PAN NO: ABCPB6950B

### 2) MISS. SHWETA VIJAY BHAMBURE .

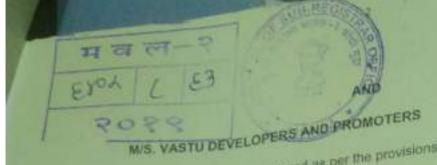
Age: 31 years, Occ.: Study .

R/at: 974/B, Budhwar Peth, Talegaon Dabhade,

Tal Maval, Dist Pune 410 506.

PAN NO: AOLPE 1307E

Hereinafter for sake of brevity collectively referred to as "THE OWNERS" (which expression shall unless repugnant to the context or meaning thereof, shall mean and include his respective legal heirs, executors, successors, administrators and PARTY OF THE ONE PART permitted assigns)



A Partnership Firm, Registered as per the provisions of

Indian Partnership Act, 1932

Having its Registered Office at:

Shop No. 4, Savali Residency, Mascarenhas Colony No. II,

TalegaonDabhade, 410506, Tal: Maval, Dist: Pune,

AAJEV 0429M PAN CARD No: No

Through its Partners,

1. MRS. UJWALA NILESH BHOSALE, Age: 28 years, Occupation: Business / Agriculturist,

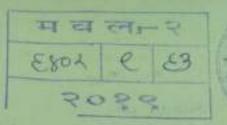
2. MR. GAURAV VISHWAS BHEGADE, Age: 28 years, Occupation: Business / Agriculturist,

Hereinafter for the sake of brevity referred to as "THE DEVELOPERS" (Why expression shall, unless repugnant to the context or meaning thereof, be deeple to mean and include. Its present partners, their respective legal heirs, executor administrators and assigns) PARTY OF THE OTHER PART

By pour M.

(The Owners herein and the Developer herein shall hereinafter be individual. referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS all that piece and parcel of open vacant Non Agriculture Plot / Land bearing no. 63 having corresponding City Survey No.7436, total admeasuring 473.80 Sq. Mtrs. (as per 7/12 Extract) and 474.2 Sq. Mtrs. (as per City Surrey Records) out of the Town Planning Sanctioned Layout of Old Survey No. 642 (Part) i.e. New Survey No. 390/1, situated at village Talegaon Dabhade, Talks Maval, District Pune, 410506 is absolutely owned and physically possesse: by the Owners herein and hence same is the subject matter of this present And therefore for the sake of brevity aforesaid NA Plot / Land is referred to as the "SUBJECT PLOT" which is more particularly described in the Schedule - II written herein under:



AND WHEREAS the subject plots are the part and parcel of the Town Planning Sanctioned Layout in respect of said land bearing Old Survey No. 543 (Part) (i.e. New Survey No. 390/1) total adm about 15 Acres – 26 formed out of the said entire land bearing old Survey no. 643; consisting of 96 NA Plots, Internal Roads and Common Spaces and hence i.e. New Survey no. 390/1 and the town planning sanctioned layout in respect of same, is collectively referred to as 'THE LAYOUT OF SAID herein under;

AND WHEREAS said entire land bearing Old Survey no. 643 situated at village Talegaon Dabhade, 410506; was originally jointly owned and possessed by (1) Dattatraya Laxman Khalade, (2) Shankar Laxman Khalade, (3) Suresh Pandharinath Khalade, and (4) Mukund Pandharinath Khalade, as their joint family property. That hereinafter for the sake of brevity said old survey no. 643 is referred to as "SAID ENTIRE LAND":

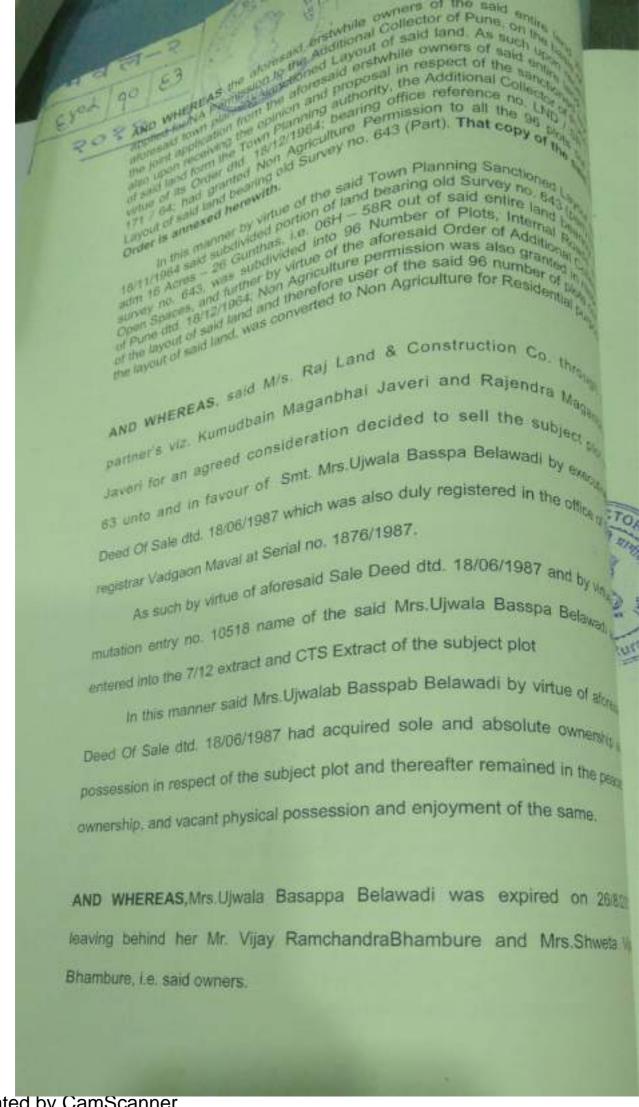
AND WHEREAS thereafter the aforesaid original owners / erstwhile owners of the said entire land viz. (1) Dattatraya Laxman Khalade, (2) Shankar Laxman Khalade, (3) Suresh Pandharinath Khalade, and (4) Mukund Pandharinath Khalade, by virtue of an Subdivision Layout, had subdivided the said entire land bearing Survey no. 643, into an part portion of land adm about 16 Acres – 26 Gunthas, i.e. 06H – 58R; and accordingly the said subdivided part portion of land adm about 16 Acres – 26 Gunthas, formed out of the said entire land was further subdivided by virtue of an Plotting Layout into 96 Number of Plots, Internal Roads and Open Spaces.

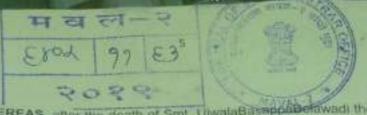
AND WHEREAS thereafter the abovementioned erstwhile owners of the said entire land submitted the said Plotting / Subdivision Layout in respect of an area admeasuring about 16 Acres – 26 Gunthas out of the said entire land to the Town Planning Authorities for obtaining sanction to the same.

As such pursuant to receiving of the said proposal of plotting layout in respect of said subdivided land bearing old Survey no. 643 (part) total adm 16 Acres – 26 Gunthas, i.e. 06H – 58R; the Town Planning Authority viz. the Assistant Director of Town Planning, Pune by virtue of his Order bearing office reference no. LYT / TB / 997, dtd. 18/11/1964, had sanctioned the said plotting layout in respect of the said subdivided portion of land bearing old Survey no. 643 (part) total adm 16 Acres – 26 Gunthas, i.e. 06H – 58R.

Thereafter the aforesaid erstwhile owners (mentioned in table no. 1) applied for NA Permission to the Additional Collector of Pune, on the basis of the aforesaid town planning sanctioned Layout of said entire land bearing old S. No. 643. As such upon receiving the application from the aforesaid erstwhile owners (mentioned in table no. 1) of said old S. No.643, and also upon receiving the opinion and proposal in respect of the sanctioned layout of said land form the Town Planning authority, the Additional Collector of Pune by virtue of its Order dtd. 18/12/1964; bearing office reference no. LND / SR / 7 / 171 / 64; had granted Non Agriculture Permission to all the 96 plots out the Layout of said land bearing old Survey no. 643 and accordingly also sanctioned the subdivision / plotting layout of said old S. No. 643.







AND WHEREAS, after the death of Smt. UpwalaBasapphBelawadi the names of said Owners is recorded in the said plot as per Mutation Entry No.8783 and acquired sole and absolute ownership and possession in respect of the subject plot and thereafter remained in the peaceful ownership, and vacant physical possession and enjoyment of the same.

AND WHEREAS the Subject Plot as on today is included in the Residential Zone, as per tastly revised Development Plan, sanctioned by TalegaonDabhade Municipal Council:

AND WHEREAS the Developer herein is a construction and infrastructure development Firmand accordingly is involved in the business of developing / constructing residential projects, commercial project and infrastructure projects.

AND WHEREAS in view of above referred facts, the Developer herein had approached the Owner herein and had expressed their desire to the Owner herein to develop and Purchase the subject plot. As such upon due negotiations held between the Owner and the Developer, the Owner herein freely / willingly agreed and decided to transfer the Development Rights in respect of the subject plot unto and in favour of the Developer herein against consideration in terms of allotment / assignment / transfer of premises viz. 42% saleable area out of the total saleable area which shall be constructed on the subject plot by the developer herein

Accordingly the Developer herein upon execution of this Agreement has paid to the Owner herein an Entire amount of agreed refundable interest free Security Deposit of Rs. 10,00,000/- (Ten Lacks only) in respect of the subject plot.

AND WHEREAS the Developer herein made request to the Owner herein to execute a Development Agreement and a General Power of Attorney to that effect for Sale / Transfer of the Development Rights in respect of the subject plot unto and in favour of the Developer herein and therefore the Owner herein is executing this Development Agreement in respect of the Subject Plot, unto and in favour of the Developer herein, in order to sale / transfer the Development Rights in respect of the Subject Plot in favour of the Developer herein;

AND WHEREAS accordingly, both the parties herein have decided to reduce into

# ARTICLE 1 DEFINITIONS

Definitions in this Agreement, unless repugnant or contrary to the context bereof, the following terms, when capitalized, shall have the meanings bereof, the following terms, when capitalized, When not capitalized, such assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

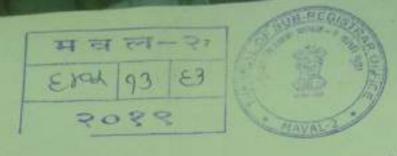
"Agreement" means this Development Agreement.

FOLLOWS:-

"Architect" means the architect appointed by the Developer herein for the Project to be developed /constructed on the Subject Plot.

"Approval(s)" means any and all approvals, authorizations, licenses permissions, consents, no objection certificates to be obtained / already permissions, consents, no objection certificates to be obtained / already obtained in the name of the Owner and the Developer herein (including obtained in the name of the Owner and the Developer herein (including for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement continuation and completion of the development and construction of the Project on the Subject Plot including without limitation environmental clearances, commencement certificate, intimation of disapproval, occupation certificate, change of land use, conversions temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central, including local bodies and municipalities, required for purposes of commencing, continuing and completing construction and development activity and occupation of the constructed buildings.

"Area / Premises Sharing Agreement" means one or more agreements that Parties (if any) will execute, once Approvals for development on the Lands are obtained (and before the Developer herein commences development) demarcating / marking their respective entitlements of Saleable Areas and Parking (if any).



"Commencement of Project" means the date on which all Approvals, including revised N. A. Permission and Sanctioned Plans are received by the Developer herein or the Owner herein from the planning authority / local authority.

"Completion of Project" means completion of construction of all the building/s, structures and construction comprised in the Project and shall include the issuance of the occupancy certificate, fire services NOC and all other authorizations and utility services as required, such that the constructed buildings and structures can be occupied for their intended purpose, subject only to completion of any snag list/ punch list items etc. and obtaining of Building Completion Certificate/s.

"Charges payable by the Developer" means and includes entire charges payable to the concerned authorities for sanctions of layout plans, building plans, revised building plans, N. A. permissions, conversion of zone charges, availing additional F. S. L. on various accounts and the entire costs of obtaining Labour NOC, cost of T.D.R, cost of TDR premium payable to TalegaonDabhade Municipal Council.

"Developer's Entitlement" means 58 % of the total Saleable Area;

"Effective Date" means the date of execution of this Agreement as written hereinabove;

"Encumbrances" means any piedge, negative lien, positive lien, nondisposal undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, deed of trust, option, pre-emption, right of first refusal, easement outstanding land revenue or other taxes, lispendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the subject Plot;

"F.A.R. / F. S. I." means the quotient obtained by dividing the total covered area on all floors by the plot area. For the purpose of calculating the total covered area such area shall be excluded as may be allowed to be

