

332/7597

पावती

Original/Duplicate

Thursday, April 04, 2024

नोंदणी क्र.: 39म

2:15 PM

Regn.: 39M

पावती क्र.: 8017 दिनांक: 04/04/2024

गावाचे नाव: रावेत

दस्तऐवजाचा अनुक्रमांक: हवल14-7597-2024

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे. विवांता रियल्टी भागीदारी संस्था तर्फे भागीदार वसंत खंडु काटे तर्फे क.ज.कु.मु. धारक
म्हणुन शंकर गुलाब चोंधे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 700.00

पृष्ठांची संख्या: 35

एकूण:

रु. 30700.00

आपणास मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे
2:34 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-14

बाजार मुल्य: रु.169299991/-

मोबदला रु.209071500/-

भरलेले मुद्रांक शुल्क : रु. 10454100/-

सह - दुय्यम निबंधक (वर्ग-२)
हवेली क्र.१४, पुणे.

1) देयकाचा प्रकार: DHC रकम: रु.700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424040106135 दिनांक: 04/04/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000179059202425E दिनांक: 04/04/2024

बँकेचे नाव व पत्ता:

04/04/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 14

दस्त क्रमांक : 7597/2024

नोंदणी :

Regn:63m

गावाचे नाव : रावेत

(1) विलेखाचा प्रकार	विकसनकरारनामा
(2) मोबदला	209071500
(3) बाजारभाव (भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	169299991
(4) भू-मापन, पोटहिम्मा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: पिंपरी-चिंचवड म.न.पा. इतर वर्णन : , इतर माहिती: गांव मौजे रावेत येथील मिळकत यांसी सर्व्हे नं. 105/1 एकुण क्षेत्र 00 हे 60 आर पैकी क्षेत्र 00 हे 20 आर म्हणजेच 2000 चौ.मी. आणी सर्व्हे नं. 105/2 एकुण क्षेत्र 00 हे 99 आर पैकी क्षेत्र 00 हे 29.10 आर म्हणजेच 2910 चौ.मी. ही मिळकत. सदर विकसन करारावर अभिनिर्णय प्रकरण क्र. 358/2024 मध्ये मा. मुद्रांक जिल्हाधिकारी पुणे शहर यांचेकडील आदेशानुसार आवश्यक मुद्रांक शुल्क भरले आहे. ((Survey Number : 105/1, 105/2 ;))
(5) क्षेत्रफळ	1) 0.4910 हेक्टर . आर
(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:- विवेक गोपाळ जोशी वय:-68; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: औंध पुणे, महाराष्ट्र, पुणे. पिन कोड:-411007 पॅन नं:-ADWPJ9730D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- मे. विवांता रियल्टी भागीदारी संस्था तर्फे भागीदार वसंत खंडु काटे तर्फे क.ज.कु.मु. धारक म्हणुन शंकर गुलाब चौधे वय:-57; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: पिंपळे मौदागर पुणे, महाराष्ट्र, पुणे. पिन कोड:-411027 पॅन नं:-AAJFV6269P
(9) दस्तऐवज करून दिल्याचा दिनांक	04/04/2024
(10) दस्त नोंदणी केल्याचा दिनांक	04/04/2024
(11) अनुक्रमांक, खंड व पृष्ठ	7597/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	10454100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



दस्तासोबतची प्रत

सह-दुय्यम निबंधक (वर्ग-२)
हवेली क्र. १४, पुणे

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणाचा तपशील अभिनिर्णीत दस्त
Adj/IGR002/328/2024

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vivanta Realty	eChallan	00040572024040466712	MH000179059202425E	500.00	SD	0000115441202425	04/04/2024
2		Certificate	MH018054677202324M	325/2024	10453600	SD		
3		DHC		0424040106135	700	RF	0424040106135D	04/04/2024
4	Vivanta Realty	eChallan		MH000179059202425E	30000	RF	0000115441202425	04/04/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

महानगरपालिका
(स-१३) काठमाडौं महानगरपालिका-३
मिति: ०८.०४.२०२४



9/26

CHALLAN
MTR Form Number-6

GRN	MH018054677202324M	BARCODE	Date		26/03/2024-10:22:50	Form ID
Department			Inspector General Of Registration			
Non-Judicial Stamps			Payer Details			
Type of Payment			Duty on doc Voluntarily brought for Adjud IGR RoM			
Office Name			PND1_JT DISTT REGISTRAR PUNE URBAN			
Location			PUNE			
Year			2023-2024 One Time			
Account Head Details			Amount In Rs.			
0030051701 Amount of Tax			10453600.00			
Flat/Block No.			S No. 105 Hissa No. 1 and Hissa No. 2			
Premises/Building			Area 00 H 49.10 R			
Road/Street			Ravet Pune			
Area/Locality			Town/City/District			
PIN			4 1 2 1 0 1			
Remarks (If Any)			Adjudication Case No. 358/2024			
Amount In			One Crore Four Lakh Fifty Three Thousand Six Hunder			
Words			ed Rupees Only			
Payment Details			STATE BANK OF INDIA			
FOR USE IN RECEIVING BANK						
Cheque-DD Details			Bank CIN Ref. No. 00040572024032747448 CPADQWYAG7			
Cheque/DD No.			Bank Date RBI Date 26/03/2024-10:22:55 Not Verified with RBI			
Name of Bank			Bank-Branch STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date Not Verified with Scroll			
Department ID :			Mobile No. : 9011560297			
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for Unregistered document.						
सदर चलन केवल दुर्यम निबंधक कार्यालयमें नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.						
Challan Defaced Details						
Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount	
1		0009562726202324	27/03/2024-17:25:06	IGR002	10453600.00	
Total Defacement Amount					1,04,53,600.00	



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Office of the Collector of Stamp, Pune City

Certificate Under Sec.32 of Maharashtra Stamp Act. 1958



Received Adjudication Fee RS.
100/- vide e-Challan GRN No.
MH017762923202324E Dated
20-03-2024.

Collector of Stamps
Pune City

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम
अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त
नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल
झाल्यास, नोंदणी अधिनियम, १९०८, च्या
तरतुदीनुसार नोंदणी अधिकारी दस्त
नोंदणीची कार्यवाही करतील.

मुद्रांक जिल्हाधिकारी
Pune City



Case No. Adj/IGR002/358/2024

Certificate Number: CER-PUN-ADJ-IGR002-358-2024

Market Value/Value (if any): Rs. 169299991

Consideration Amount (if any): Rs. 209071500

Received from Vivanta Realty Residing at Pimple
Saudagar Pune. Stamp duty of Rs. 10453600/- (Rs.
One Crore Four Lakh Fifty Three Thousand Six
Hundred only). Vide e-Challan GRN No
MH018054677202324M Dated :- 26-3-2024 The
defacement number is 0009562726202324.

Certified Under Section 32 of the Maharashtra Stamp
Act, that the full duty of Rs. 10453600/- (Rs. One
Crore Four Lakh Fifty Three Thousand Six
Hundred only) with which this instrument is
chargeable under Article 5-Agreement or its
records or Memorandum Of Agreement of
Schedule I of the said Act, has been paid.

5 g-a With 25 b

This Certificate is subject to the provisions of section
53(A) of the said Act.



Place: Pune City

Date: 27/3/2024

Collector of Stamps
Pune City



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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and executed at Pune on this 4 day of April in the Year 2024.

BETWEEN

Mr. Vivek Gopal Joshi

Age About 68 Years, Occ : Business,

Residing at : 29, Goodwil Society, IT Road, Aundh Pune 411029

HEREINAFTER referred to as the "**First Party**" (which expression unless repugnant to the context or meaning thereof shall mean and include his respective heirs, executors, administrators and assigns) **OF THE FIRST PART**

AND

M/s. VIVANTA REALTY

A Registered Partnership Firm, Registered under the Indian Partnership Act, 1932 having its Office at :

S No. 133/6, 133/12, 134, 158, 159/3, Near Pandurang International English School, Pimple Saudagar Pune 411027

PAN - AAJFV6269P

Through its Partner;

MR. VASANT KHANDU KATE

Age : 47 Years, Occ: Business,

Residing at: Pimple Saudagar, Pune - 411027.

HEREINAFTER referred to as the "**Second Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present partners, survivor or survivors of them, their future constituents, their respective heirs, executors and administrators) ... **OF THE SECOND PART**

WHEREAS the Party of the First Part is the owner of and / or otherwise well and sufficiently entitled to all that piece and parcel of the property situated at Village Ravet, Tal. Haveli, Dist. Pune as detailed below, within the limits of Pimpri Chinchwad Corporation and within the jurisdiction of Sub. Reg. Haveli Pune bearing **Survey No. 105 Hissa No. 1** admeasuring about 00 H 60 R out of Land admeasuring 00 H 20 R i.e. 2000 Sq.Mtrs and **Survey No. 105 Hissa No. 2** admeasuring about 00 H 99 R out of Land admeasuring 00 H 29.10 R i.e. 2910 Sq.Mtrs situated at village **Ravet** Taluka Haveli Dist Pune which is subject matter of this deed and hereinafter referred to as the said land and more particularly described in Schedule - I written hereunder.

AND WHEREAS the said property was originally owned by Arun Shankar Bhondave and others. The said owners executed registered Development Agreement and Power of attorney dated 20/04/2006 in favor of Mr. Vasant Khandu Kate and the said Development Agreement and Power of Attorney is registered in the Office of Sub Registrar Haveli No.



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14 vide registration no. 3124/2006 and 3125/2006 respectively which is registered on dated 20/04/2006.

AND WHEREAS thereafter the said property acquired by Satish Gopal Joshi and Vivek Gopal Joshi for development vide registered Development Agreement and Power of Attorney from Arun Shankar Bhondave and others through their Power of Attorney Holder Mr. Vasant Khandu Kate and said Development Agreement and Power of Attorney is registered in the Office of Sub Registrar Haveli No. 11 vide registration no. 34/2007 and 35/2007 respectively which is registered on dated 26/12/2006.

AND WHEREAS thereafter the said property is purchased by Satish Gopal Joshi through his Power of Attorney Holder Vivek Gopal Joshi from Arun Shankar Bhondave and others vide registered Sale Deed which is registered in the Office of Sub Registrar Haveli No. 17 vide registration no. 8635/2008 which is registered on dated 18/08/2008.

AND WHEREAS the said property is acquired by present owner from his real brother Mr. Satish Gopal Joshi vide registered Deed of Gift which is registered in the Office of Sub Registrar Haveli No. 18 vide registration no. 1515/2012 registered on dated 10/02/2012. And accordingly the name of present owner has been entered on 7/12 extract of the said property vide mutation entry. Henceforth the present is owner in continuous and peaceful possession of the said property. And accordingly name of present owner entered on 7/12 extract vide mutation entry no. 8279.

AND WHEREAS the First Party herein due to diverse commitments was desirous of implementing the project of carrying out the development, and construction of a Residential and Commercial Complex on the said Plot and sale of the Flats/Units/ premises to be constructed thereon (hereinafter referred to as the Project) with Second Party who has adequate financial capacity and expertise in the development and construction of immovable Plot and sale of units therein.

AND WHEREAS the Party of the Second Party herein is Developer/ Promoter/ Builder having extensive experience in the field of development and marketing of immovable properties in or around Pune.

AND WHEREAS the both the Parties herein are desirous of developing the said Plot by construction of multi-storied Buildings containing self-contained Flats/ Units/ Premises/shops/offices and by sale of such Flats/ Units/ Premises/ Shops / Premises to prospective purchasers thereof.

AND WHEREAS pursuant to the discussions by and between the Parties hereto it has been agreed by and between them that they shall





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collectively implement the Project of construction of ownership units on the said Plot by division of their respective obligations and undertaking the same on a principal to principal basis.

AND WHEREAS in the circumstances, the Parties have decided to divide the total work into two categories as detailed /enumerated hereinafter so that the First Party would carry out the first category of the work and the Second Party would carry out the second category of the work, with the clear understanding; that each party will work independently on a Principal-to-Principal basis without forming a Partnership, an association of persons or any other form of Development entity wherein the scope of work of each of the Parties hereto is well denned and mutually exclusive.

AND WHEREAS consequently the first party has undertaken the responsibility and obligation of procuring, clearing & ensuring the free encumbered & marketable title of the said property & the Second Party has agreed that they shall be responsible for the construction & development of the said Project & the same shall be carried out as per plans to be get sanctioned by the Second Party, at its own costs, from the Appropriate Authorities/ local Body.

AND WHEREAS the parties have now decided to develop and / or get the property developed through some known Second Party who could independently promote the ownership scheme on their own and bring along with them the wherewithal, goodwill and financial backing to complete the scheme on time and accordingly the both parties decided to develop the said Property inter alia by construction of buildings thereon as per such plans as may be approved by the concerned authorities and to sell the same to various Individuals and then ultimately transfer to Organization of Tenement Purchasers like Co-op Society etc, as the case may be;

AND WHEREAS the parties hereto are entering into these presents with a view to reduce in writing and record the terms and conditions of such agreement arrived at by and between themselves

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. IMPLEMENTATION OF PROJECT:

The Parties herein hereto agree to work on a principal-to-principal basis and divide the work in respect of development of a Residential cum Commercial project on the property more particularly described in the Schedule hereunder written (said property) by independently developing the property and /or by amalgamating it with the adjoining properties by carrying on construction of Buildings, containing Flats/ Units/ Shops/



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Offices Premises or other structures thereon & by sale/ alienation of such Flats / Units / Premises/Structures to prospective Purchasers thereof on "Ownership" basis under the provisions of Maharashtra Ownership Flats Act, 1963 and Real Estate Regulation and Development Act 2016 or otherwise to exploit the commercial potentiality of the said property.

2. NAME OF THE PROJECT:

The name of the Project to be implemented on the said Property and of the complex will be decided afterwards mutually after the sanctioning of the plans.

3. RELATION BETWEEN THE PARTIES:

3.1 It is hereby clarified and declared that the parties hereto are dealing with each other on a "Principal to Principal" basis and that they are not the agents of each other in any matter pertaining to the development of the said Property and implementation of the Project thereon.

3.2 It is hereby expressly declared that it is not the intention of the Parties hereto to enter into a partnership or an Association of Persons with each other and nothing herein contained shall be construed as bringing into effect or constituting the relations of partners by and between the Parties hereto. It is hereby further declared that it is not the intention of the parties to this agreement to carry on business in common with other parties with a view to earn profit. It is the intention to utilize the respective resources and wherewithal for the individual benefit of each of the parties.

3.3 It is hereby clarified that, it shall not be construed to mean that the parties hereto have formed an Association of Persons or Partnership. Such arrangement has been agreed upon merely for the sake of mutual convenience.

3.4 The parties decided to develop the said Property and to implement and construct the Project as per the proposed plan, to be sanctioned by the Collector/ Town Planning Authority / Municipal Corporation or any other competent authority for the development of the said Property. The present Developers shall enter upon the herein referred Property for commencing the work of development and construction and shall continue to exercise the right throughout the duration of the Project and until its completion and sale.

4. ROLES / RESPONSIBILITIES OF THE PARTIES:

The Roles/Responsibilities/Obligations of the parties hereto pertaining to development of the said Property and the Project to be implemented thereon shall be as under :

4.1 ROLE/RESPONSIBILITY OF THE FIRST PARTY:

4.1.1 The First Party shall ensure that the title of the of said property is free from all encumbrances, charges, mortgages, claims or doubts and





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shall clear all such outstanding, if any, in respect thereof at her own cost and responsibility.

4.1.2 The First Party shall secure clear and marketable title in respect of the said property and eventually vesting such title to the respective buyers of units in the building constructed thereon or the ultimate body formed of such units' holders.

4.1.3 If in future, if there are any issues related to title of the said property whereby the construction, development of the said Plot and/or sale of units thereon is hindered or hampered, then in such event, the first party will be obliged to clear such lacuna forthwith & if the First Party fails to clear the same, then the Second Party shall be entitled to clear the same at the cost of First Party & recover such costs incurred.

Possession : The possession of the said land shall be handed over to Second Party / Promoter by First Party owner after sanction of plan from concern local authority and after receipt of all necessary permissions including Environment Clearance and at the time of actual start of construction work.

The First Party herein covenant and declare as under-

4.1.4 a. That the present First Party or anybody claiming from or under their name have not granted any right or way or easement or license or any other rights to any person over the said property.

b. The First Party has not entered into any agreement or arrangement with anyone for transferring and/or granting development rights and/or construction of the new building/s on the said property nor has the First Party accepted any amount by way of earnest deposit/ consideration. As such the First Party is entitled to enter into this arrangement with the present Second Party.

c. The First Party has not made any commitment of any nature for sale/transfer of the herein referred property and/ or any part of it and/ or any flat and premises in the proposed new building/s nor have they accepted any amount by way of deposit or otherwise howsoever for sale/transfer/lease or disposal of any flat or premises in the said proposed building/s and/or proposed project intended to be launched by the First Party through the present Second Party.

d. That the present First Party on their own, shall not hereafter make any commitment for lease/ sale/disposal in any manner of any of the units and other premises in the said proposed building/s to be constructed on the said property, as the same are to be disposed off in the manner as hereinafter provided.

e. The First Party has not created any charge, mortgage, encumbrance, lease, lien or any third party interest or otherwise howsoever in respect of the said property and/or the said new proposed