

136/519

पावती

Original/Duplicate

Monday, February 01, 2021

नोंदणी क्र.: 39म

6:04 PM

Regn.: 39M

पावती क्र.: 765 दिनांक: 01/02/2021

गावाचे नाव: धुळे नगरपालीका क्षेत्र

दस्तऐवजाचा अनुक्रमांक: दलन-1-519-2021

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे. बोरसे ब्रदर्स इंजिनिअर्स अँड कॉन्ट्रॅक्टर्स प्रा.लि. तर्फे डायरेक्टर श्री जितेंद्र भट्ट सोनवणे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकूण:

रु. 30900.00

Sub Registrar Dhule 1

बाजार मूल्य: रु.1600000/-

मोबदला रु.7000000/-

भरलेले मुद्रांक शुल्क : रु. 350000/-

1) देयकाचा प्रकार: DHC रकम: रु.900/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0102202114015 दिनांक: 01/02/2021

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH010981602202021E दिनांक: 01/02/2021

बँकेचे नाव व पत्ता:





03/02/2021

सूची क्र.2

दुय्यम निबंधक : दु.नि. धुळे 1

दस्त क्रमांक : 519/2021

नोंदणी :

Regn.63m

गावाचे नाव : धुळे नगरपालीका क्षेत्र

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	7000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1600000
(4) भू-मापन,पोटहिस्ता व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:धुळे म.न.पा. इतर वर्णन : इतर माहिती: मीजे धुळे येथील स.नं. 463/1-ब पैकी प्लॉट नं. 10 यास धुळे विस्तारित सि.स.नं. 6894 चे एकूण क्षेत्र 413 चौ.मी. बखळ प्लॉट.((C.T.S. Number : 6894 ;))
(5) क्षेत्रफळ	1) 413 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/सिद्द ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री माधवराव गुलाबराव सोमवंशी -- वय:-77; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- प्लॉट नं. 10, रागरंग कॉलनी, केदार बंगलो, अग्रवाल नगर, मालेगाव रोड, धुळे, महाराष्ट्र, धुळे. पिन कोड:-424001 पॅन नं:-AFKPS4570E 2): नाव:-श्री समीर माधवराव सोमवंशी -- वय:-46; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- प्लॉट नं. 10, रागरंग कॉलनी, केदार बंगलो, अग्रवाल नगर, मालेगाव रोड, धुळे, महाराष्ट्र, धुळे. पिन कोड:-424001 पॅन नं:-AYWPS6181Q 3): नाव:-श्री गौरव माधवराव सोमवंशी -- वय:-40; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- प्लॉट नं. 10, रागरंग कॉलनी, केदार बंगलो, अग्रवाल नगर, मालेगाव रोड, धुळे, महाराष्ट्र, धुळे. पिन कोड:-424001 पॅन नं:-AXBPS3949J 4): नाव:-सी समिता संदिपराव देशमुख -- वय:-43; पत्ता:-, -, -, -, प्रियदर्शिनी, देशमुखवाडी, जुना आग्रा रोड, सह्यापूर वा सह्यापूर जि ठाणे, धुळे, MAHARASHTRA, DHULE, Non-Government. पिन कोड:-424001 पॅन नं:-AUHPD1835D
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मे. बोरसे ब्रदर्स इजिनिअर्स अँड कॉन्स्ट्रक्टर्स प्रा.लि. तर्फे डायरेक्टर श्री जितेंद्र भट्ट सोनवणे -- वय:-47; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- प्लॉट नं 70, प्रमोद नगर, सेक्टर नं 3, नकाने रोड, देवपूर, धुळे, महाराष्ट्र, धुळे. पिन कोड:-424002 पॅन नं:-AADCB8387K
(9) दस्तऐवज करून दिल्याचा दिनांक	01/02/2021
(10)दस्त नोंदणी केल्याचा दिनांक	01/02/2021
(11)अनुक्रमांक,खंड व पृष्ठ	519/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	350000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

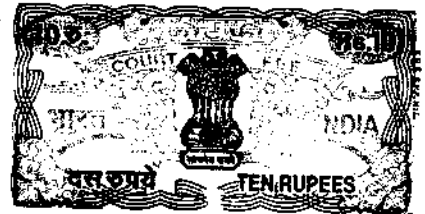


अससल बरहुकूम नवकल

सह दुय्यम निबंधक (वर्ग-२) धुळे-१

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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	BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD	eChallan	00040572021020101972	MH010981602202021E	350000.00	SD	0005099949202021	01/02/2021
2		DHC		0102202114015	900	RF	0102202114015D	01/02/2021
3	BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD	eChallan		MH010981602202021E	30000	RF	0005099949202021	01/02/2021

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



03/02/2021

सूची क्र.2

दुय्यम निबंधक : दु.नि. धुळे 1

दस्त क्रमांक : 519/2021

नोंदणी :

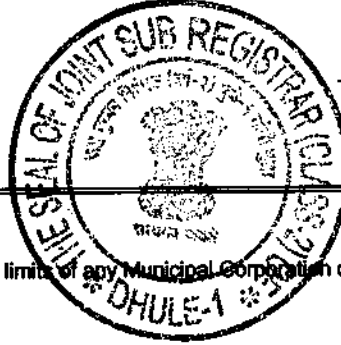
Regn:63m

गावाचे नाव : धुळे नगरपालीका क्षेत्र

(1) विलेखाचा प्रकार	विकसनकरारनामा
(2) मोबदला	7000000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1600000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: धुळे म.न.पा. इतर वर्णन : , इतर माहिती: मीचे धुळे येथील स.नं. 463/1-ब पैकी प्लॉट नं. 10 यास धुळे विस्तारित सि.स.नं. 6894 चे एकूण क्षेत्र 413 चौ.मी. बळक प्लॉट. ((C.T.S. Number : 6894 ;))
(5) क्षेत्रफळ	1) 413 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:- श्री माधवराव गुलाबराव सोमवंशी - - वय:- 77; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: प्लॉट नं. 10, रागरंग कॉलनी, केदार बंगलो, अग्रवाल नगर, मालेगाव रोड, धुळे, महाराष्ट्र, धुळे. पिन कोड:- 424001 पॅन नं:- AFKPS4570E 2): नाव:- श्री समीर माधवराव सोमवंशी - - वय:- 46; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: प्लॉट नं. 10, रागरंग कॉलनी, केदार बंगलो, अग्रवाल नगर, मालेगाव रोड, धुळे, महाराष्ट्र, धुळे. पिन कोड:- 424001 पॅन नं:- AYWPS6181Q 3): नाव:- श्री गौरव माधवराव सोमवंशी - - वय:- 40; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: प्लॉट नं. 10, रागरंग कॉलनी, केदार बंगलो, अग्रवाल नगर, मालेगाव रोड, धुळे, महाराष्ट्र, धुळे. पिन कोड:- 424001 पॅन नं:- AXBPS3949J 4): नाव:- सी समिता संविपराव देसमुख - - वय:- 43; पत्ता:- -, -, -, प्रियदर्शिनी, देशमुखवाडी, जुना आघा रोड, शहापूर ता शहापूर जि ठाणे, धुळे, MAHARASHTRA, DHULE, Non-Government. पिन कोड:- 424001 पॅन नं:- AUHPD1835D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- मे. बोरसे ब्रदर्स इंजिनिअर्स अँड कोंन्ट्रॅक्टर्स प्रा.लि. तर्फे डायरेक्टर श्री जितेंद्र मटू सोनवणे - - वय:- 47; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: प्लॉट नं 70, प्रमोद नगर, सेक्टर नं 3, नकाने रोड, देवपूर, धुळे, महाराष्ट्र, धुळे. पिन कोड:- 424002 पॅन नं:- AADCB8387K
(9) दस्तऐवज करून दिल्याचा दिनांक	01/02/2021
(10) दस्त नोंदणी केल्याचा दिनांक	01/02/2021
(11) अनुक्रमांक, खंड व पृष्ठ	519/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	350000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) क्षेत्र	

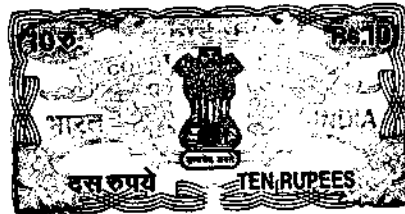
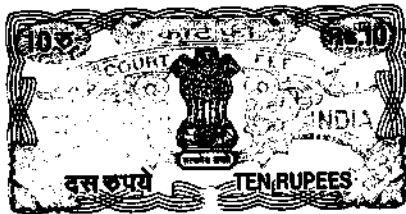
मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



अससल बाबतुकराव लक्ष्मणकर

सह दुय्यम निबंधक (वर्ग-२) धुळे-५



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD	eChallan	00040572021020101972	MH010981602202021E	350000.00	SD	0005099949202021	01/02/2021
2		DHC		0102202114015	900	RF	0102202114015D	01/02/2021
3	BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD	eChallan		MH010981602202021E	30000	RF	0005099949202021	01/02/2021

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



CHALLAN
MTR Form Number-6



GRN	MH010981602202021E	BARCODE			Date	01/02/2021-17:22:00		Form ID	25.3		
Department Inspector General Of Registration					Payer Details						
Stamp Duty					TAX ID / TAN (If Any)						
Type of Payment Registration Fee					PAN No.(If Applicable)		AADCB8387K				
Office Name DUL1_HQR SUB REGISTRAR DHULE 1					Full Name		BORSE BROTHERS ENGINEERS AND				
Location DHULE							CONTRACTORS PVT LTD				
Year 2020-2021 One Time					Flat/Block No.		CTS NO 6894				
Account Head Details				Amount In Rs.	Premises/Building						
0030046401 Stamp Duty				350000.00	Road/Street		413 SQM				
0030063301 Registration Fee				30000.00	Area/Locality		DHULE				
					Town/City/District						
					PIN		4 2 4 0 0 1				
					Remarks (If Any)						
					PAN2=AFKPS4570E--SecondPartyName=MADHAVRAO GULABRAO						
					SOMWANSHI--CA=7000000						
					Amount in Words Three Lakh Eighty Thousand Rupees Only						
				3,80,000.00							
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK						
Cheque-DD Details					Bank CIN	Ref. No.	00040572021020101972		IK0AYMQDR6		
Cheque/DD No.					Bank Date	RBI Date	01/02/2021-17:24:23		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 :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9422732371

सदर चालन केवल दुरासन्नित नोदणी कार्यालयाच्या दस्तांसाठी लागू आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चालन लागू नाही.

Challan Defaced Details

दलन-१

५१६ १ ४५

२०२१

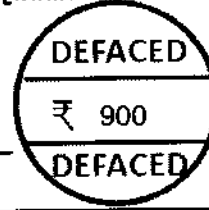
Sr. No.	Remarks	Defacement No.	Defacement Date	Used	Defacement Amount
1	(IS)-136-519	0005099949202021	01/02/2021-17:55:06	IGR366	30000.00
2	(IS)-136-519	0005099949202021	01/02/2021-17:55:06	IGR366	350000.00
Total Defacement Amount					3,80,000.00



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

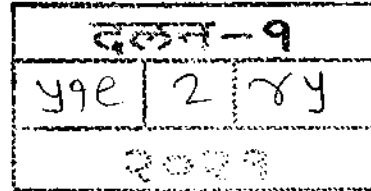
PRN	0102202114015	Receipt Date	01/02/2021
Received from BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD, Mobile number 9422732371, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 519 dated 01/02/2021 at the Sub Registrar office S.R. Dhule 1 of the District Dhule			



Payment Details

Bank Name	SBIN	Payment Date	01/02/2021
Bank CIN	10004152021020112610	REF No.	CHF6765319
Deface No	0102202114015D	Deface Date	01/02/2021

This is computer generated receipt, hence no signature is required.





CHALLAN
MTR Form Number-6



GRN MH010981602202021E	BARCODE	Date 01/02/2021-17:22:00	Form ID 25.3
Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty Registration Fee		TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AADCB8387K
Office Name DUL1_HQR SUB REGISTRAR DHULE 1	Location DHULE	Full Name	BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD
Year 2020-2021 One Time		Flat/Block No.	CTS NO 6894
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	350000.00	Road/Street	413 SQM
0030063301 Registration Fee	30000.00	Area/Locality	DHULE
		Town/City/District	
		PIN	4 2 4 0 0 1
		Remarks (If Any)	
		PAN2=AFKPS4570E~SecondPartyName=MADHAVRAO GULABRAO	
		SOMWANSHI-CA=7000000	
		Amount In	Three Lakh Eighty Thousand Rupees Only
Total	3,80,000.00	Words	
Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	00040572021020101972
Cheque/DD No.		Ref. No.	IK0AYMQDR6
Name of Bank		Bank Date	01/02/2021-17:24:23
Name of Branch		RBI Date	Not Verified with RBI
		Bank-Branch	STATE BANK OF INDIA
		Scroll No. , Date	Not Verified with Scroll

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

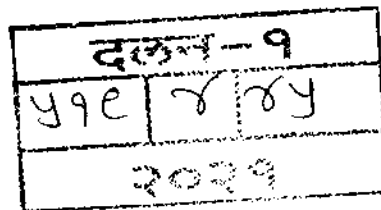
Mobile No. : 9422732371

सदर चलन केवल दस्तावेज निवेदन करायें. नोदणी करावयाच्या दस्तावेजासाठी लागू आहे. नोदणी न करावयाच्या दस्तावेजासाठी सदर चलन लागू नाही.



दलन-१		
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0102202114015	Date 01/02/2021
Received from BORSE BROTHERS ENGINEERS AND CONTRACTORS PVT LTD, Mobile number 9422732371, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Dhule 1 of the District Dhule.	
Payment Details	
Bank Name SBIN	Date 01/02/2021
Bank CIN 10004152021020112610	REF No. CHF6765319
This is computer generated receipt, hence no signature is required.	



✦DEVELOPMENT AGREEMENT✦

This development agreement is Made, Entered into and executed at Dhule on this 1st day of February 2021 BY & BETWEEN:

1. **Mr. Madhavrao Gulabrao Somwanshi**

Age: 77 Years Occu. : Business

R/o. Plot No. 10, Ragrang Colony, Kedar Bungalow, Agrawal Nagar, Malegaon Road, Dhule 424001 (PAN NO. AFKPS4570E)

2. **Mr. Sameer Madhavrao Somwanshi**

Age: 46 Years Occu: Business

R/o. Plot No. 10, Ragrang Colony, Kedar Bungalow, Agrawal Nagar, Malegaon Road, Dhule 424001 (PAN NO. AYWPS6181Q)

3. **Mr. Gaurav Madhavrao Somwanshi**

Age: 40 Years Occu: Business

R/o. Plot No. 10, Ragrang Colony, Kedar Bungalow, Agrawal Nagar, Malegaon Road, Dhule 424001 (PAN NO. AXBPS3949J)

4. **Mrs. Samita Sandeeprao Deshmukh**

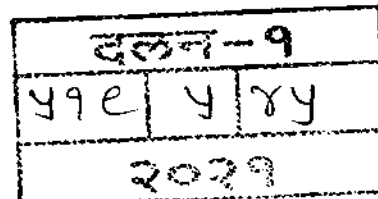
Age: 43 Years Occu: Housewife

R/o. 'Priyadarshini' Deshmukhwadi Old Agra Road, Shahapur Tal. Shahapur Dist. Thane (PAN NO. AUHPD1835D)

**PARTY
OF
FIRST
PART**

Hereinafter called as OWNERS (Which expression shall, unless contrary to the context or meaning thereof

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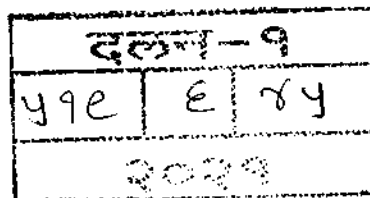
mean and include in the case of individuals his/her/their heirs and legal representative and in case of a corporate body/company, its successors and assigns and in the case of the trust its Trustees for the time being) & **PARTY OF FIRST PART.**

AND

M/s. Borse Brothers Engineers & Contractors Pvt. Ltd. (A Company incorporated under Companies Act, 1963 and 2013) CIN No. U45201MH2006PTC165087 PAN No. AADCB8387K having its registered office at : Plot No. 23 Anand Nagar, Near Indira Garden, Deopur Dhule-424002 through its Director/Authorised Signatory (Vide Resolution Dt. 30.01.2021) **Mr. Jitendra Bhatu Sonawane** Age: 47 Years Occu.: Business R/o Plot No. 70 Pramod Nagar, Sector No.3, Nakane Road, Deopur Dhule-424002 Adhar No.5820 8156 3741 Hereinafter called as **BUILDER/DEVELOPER** (Which expression shall unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of a corporate body/company, its successors/representatives and assigns and in the case of the Trust its Trustees for the time beings) & **PARTY OF SECOND PART**

WHEREAS the Plot No.10, land bearing CTS No. 6894 adm. 413.00 Sqm. Ragrang Colony, Near Agrawalnagar Tal. & Dist. Dhule is jointly owned and possessed by

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Owner/Party of First. The said Plot is owned and possessed by Owners/Party of First Part is subject matter of present deed, specifically described in schedule "A" of present deed forming part and parcel of this deed. The said plots are self acquired property of owners.

AND WHEREAS the directors of Party of Second Part are Builder/Developer and were in search of suitable plots for development by constructing units thereon in pursuance to sanctioned plan. Accordingly, the party of First Part/Owners approached to the Party of Second Part/Builder/Developer and put forth a proposal for development of plot. The Developer/Party of Second Part also informed to the Owners/Party of First Part that they are reputed Builder/Developer of Dhule city and claimed that they have completed many projects successfully in vicinity of Dhule by obtaining occupancy certificate to that effect.

AND WHEREAS the owners have assured and represented that, the said plot have been sanctioned as per layout plan by the competent Authority and the owners further assured and represented that before sanctioning of said plots the Collector, Dhule has issued Non-Agricultural Use Order for residential-cum-commercial use vide order bearing No. CTS WS. 14063-NASR/10/67 dt. 04.10.1967.



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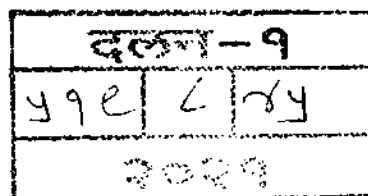
AND WHEREAS in pursuance request of Party of First Part/Owners and after few meetings, The party of First Part/Owners have agreed to assign development rights of said plot to Builder/Developer for constructing purely residential structure with due permission on as is where is basis that too relying on assurance and guarantee of directors of Builder/Developer to honor all the terms and conditions coupled with adhering financial terms in strict sense and true spirit as defined and agreed in this agreement. Accordingly, both the parties have decided that they will enter into registered development agreement so as to construct to multistory building, on the aforesaid plot (more partially described in the schedule "A"). The parties are desirous of recording the said terms and conditions in the manner hereinafter appearing.

NOW THE DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER

A. the Owners hereby permits to Builder/Developer and the Builder/Developer has agreed to develop the said plot (the said plot is more partially described in the schedule "A" attached herewith) at its own cost, efforts, and expenses.

B. The Builder/Developer to show its bonafides has paid total interest free security deposit amount of Rs. 5,00,000.00 (Rupees Five Lakhs only) to the Owners by

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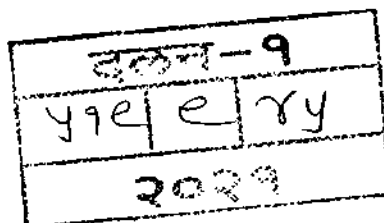


way of Cheque in favour of Mr. Sameer Madhavrao Somwanshi Rs. 2,50,000/- Chq. No. 041392 and Mr. Gaurav Madhavrao Somwanshi Rs. 2,50,000/- Chq. No. 041393 of Bank of Maharashtra, Main Branch, Dhule. The said amount of interest free security deposit shall remain with the Owner till the builder completes the construction of building in stages. Once the construction is completed, Builder shall inform the owner about the same, & after receiving intimation thereof owner shall refund security deposit within 15 days, from the date of receiving such information.

C. That the Builder/Developer shall carry on the development work of construction on the said plot at its own cost, risk, and responsibility.

D. The Owners have handed over the possession and occupation of the said plots to the Builder/Developer and, granted license to enter upon the said plot with labour, staff appointed professionals for working purpose, for supervision, for showing flats to intended buyer, for selling flats etc., only and for all the purposes only and for all other purposes the possession is and shall remain with Owners only. The terms and conditions of development agreement shall be as under, which shall not be changed without the acceptance of both the parties in writing by way of a registered instrument to the effect.

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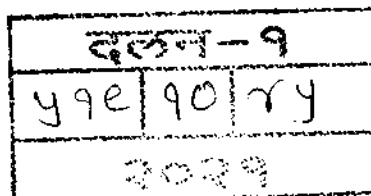
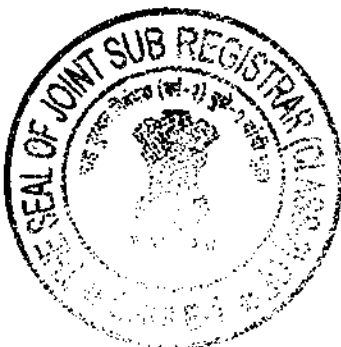
1. DECLARATION & CONFIRMATION:

- a) Owners hereby declares that, they are the only owners of the property referred to above & their title to above property is legal, clear, marketable & free from any encumbrance, attachment, no litigation is pending in respect of above property & there are no shadow doubts & they have every right to develop the said property & enter into this agreement. Owners further hereby indemnifies& shall always indemnify Developer for the damages which he may suffered due to issues regarding title and rights of the owners in respect of the above property.
- b) The Owners have not created any sale, gift, lien, lease, or any other adverse right on the said plots and the said are not subject to any claim or demand, encumbrance.
- c) That, the Builder/Developer got verified all the title documents of the owners with assistance of its Lawyer/Advocate and fully satisfied with same and only thereafter Builder/Developer has entered in present Development Agreement.
- d) The Builder should not obtain any kind of loan on units of Party of the First Part/Owners.

2. EXPENSES AND CONSTRUCTION SHARING:

- a) The complete expenses required for the completion of the proposed construction and other activities in

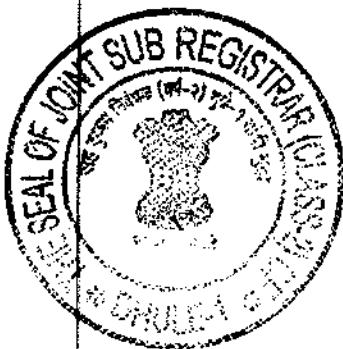
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respect of scheme shall be borne by the Builder/Developer only.

- b) The Owners shall pay all pending and outstanding N.A. Tax, Gram Panchayat Taxes, if any, Municipal and Property Tax, Open Plot Tax, settlement charges, betterment charges, Development Charges etc. on the said plot till the date of execution of present development agreement. It is agreed that Owners shall not pay any kind of taxes either in form of GST on sale of units (if any) from share of Builder/Developer, Development Agreement and/or any kind of cess/tax/charges under whatever head may levied by the Government in pursuance to development of said plots shall be borne and paid by Builder/Developer only irrespective of the demand of same by Government/Statutory authority before or even after completion of entire construction and sale. Further as agreed between the parties herein, each expense from putting foundation stone of Lock and Key, Final Occupancy/ Completion, Possession, Expenses, Construction Expenses, installation of electricity meter from MSEDCL for all units as well as expenses for obtaining DP for electricity supply, office expenses, marketing expenses, legal fees, Architect, RCC consultant fees etc. shall be borne by Builder/Developer alone. Provided that, unless and until specifically mentioned in this agreement all the

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expenses and liabilities shall be with the Builder/Developer only.

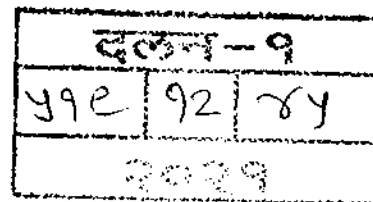
c) Towards the expenses and profit of Developer, the owner hereby have specifically accepts that, 50% of the constructed flats shall be given to the share of the builder/developer & the Builder/Developer have guaranteed to provide the sharing ratio in construction shall be as under:

i) The Builder/Developer out of consumption of basic FSI and FSI under paid premium category shall bifurcate the built-up area of construction in the following manner.

- Owners :-50% (FiftyPercent)
- Builder/Developer:- 50% (FiftyPercent)
- Total :-100% (Hundred Percent)

d) In aforesaid category the owner shall be entitled to retain construction on each floor in the ratio stated supra as per area clarified and mention in deed of declaration to be registered and revise from time to time in pursuance to commencement/revised commencement certificate. Irrespective aforesaid understanding, the bifurcation of units from proposed construction as defined in Deed of Declaration shall be considered as final for all purposes. The share of Builder/Developers

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& Owners in entire parking shall be same as referred under Clause (2) (c) (i).

- e) The Builder/Developer at its own cost has agreed to procure the clear and marketable TDR (Transferable Development Rights) for FSI by following due process of law and FSI under TDR shall bifurcate the built up area of construction in the following manner:

- Owners : - 50% (Fifty Percent)
- Builder/Developer: - 50% (Fifty Percent)
- Total : - 100% (Hundred Percent)

In aforesaid category the Owners shall be entitled to retain construction on floors which shall be constructed out of FSI by using TDR in the ratio stated supra, as defined in Deed of Declaration the Builder/Developer undertook to purchase the TDR by following due process of law having clear and marketable title, failing in which the responsibility to compensate the Owners shall be Builder/Developer.

Thus once building is completed, developer shall have 50% right in the building & owners have no right to sell the constructed flats which goes to the share of Developer/Builder, & the owners have agreed to execute power of attorney in favour of Developer regarding Developer's share, so that

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Developer could utilize & transfer his shares/flats as per his will.

3. SIGNING AUTHORITY :

The Owners shall Co-Operate the Builder/Developer to execute all documents such as building plan, electricity meter on construction site and all such permissions to start construction on said plot. Upon completion of construction, the Builder/Developer at its own cost should obtain final completion/Occupancy certificate from Dhule Municipal Corporation and thereafter at its own cost shall register the deed of confirmation and possession of units failing in share of Owners/Party of First Part. It is agreed between the parties that Owners and Builder/Developer shall be at liberty to sale, lease, assign, transfer, mortgage, convey etc. their allotted shares/area/units as per Deed of Declaration to any third party, person, institution etc. without taking consent or approval from other. And for that purpose it shall always be presumed that parties hereto have agreed and granted consent to each other for above purpose.

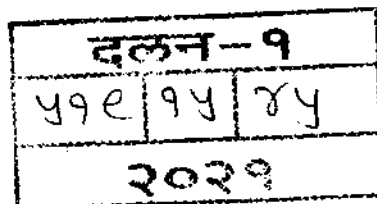


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4. LIABILITY :

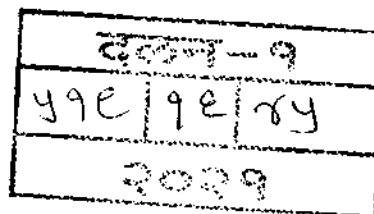
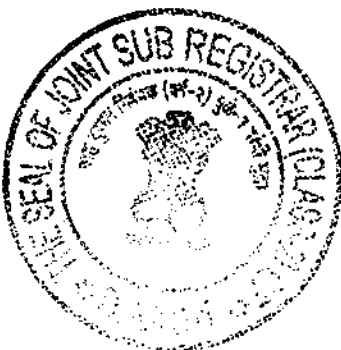
- a) The liability in respect of construction, construction quality, material used therein, cost and risk involved in construction at the said plot shall be with the Builder/Developer. If any accident occurred during the construction of the proposed scheme, then such a responsibility shall be with the Builder/Developer only. The Builder/Developer will make sure that, all the employees working under it for construction of proposed scheme shall be insured one.
- b) The liability in respect of construction, cost and risk involved in construction on the said plot shall always be with the Builder/Developer only. The Builder/Developer shall carry out the construction on said plot in accordance with sanctioned plan only, however if any variation is caused, Builder/Developer and Owner shall be responsible for the same.
- c) The liability and expenses for obtaining certification from competent authority under "The Real Estate (Regulation and Development) Act, 2016" shall be of Developer. Moreover, the Builder/Developer should adhere to all the rules and regulations of RERA authority in strict sense and true spirit. The draft of Agreement to Sale, Sale Deed and/or any other

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draft, if any, shall be executed subject to approval of Owners only.

- d) For any issue/s arising out of construction quality, area of units, timely delivery of possession and all allied issues shall be of Builder/Developer and the Builder/Developer shall solely be responsible for all the consequence arising out of action initiated/taken by the competent authority established under the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) including monetary and penal consequences. If the Plot Owners were made party by any of the Purchaser/s and/or anybody on an proceedings before RERA, Consumer Forum and/or any other competent authority. Then in such circumstances the Builder/Developer shall be liable to pay the professional fees and expenses of lawyer of Owners as informed by Owners and still the responsibility to clear all such issues shall be of Builder/Developer only.
- e) The Builder/Developer and owners shall pay the entire amount required for stamp duty, registration charges and miscellaneous expenses of present agreement and all allied documents hereinafter 50:50, if any kind of deficiency in respect of stamp duty of present agreement arose in future, then the



same shall be of Builder/Developer & Owners jointly.

5. APPOINTMENT AND SKILLED PROFESSIONALS :

That every professional person i.e. lawyer, Architect, RCC Consultant etc. will be appointed by the Builder/Developer and remuneration for the same shall be paid by the Builder/Developer. However, in addition to that, if the Owners choose to appoint their consultant, then professional fees/expenses of such consultant shall be paid by Owners at their own.

The draft approved by the lawyer of the Owners only shall be used in conveyances such as agreement to sale, Sale Deed etc. in case any unit is sold by Builder/Developer to third party purchaser/s.

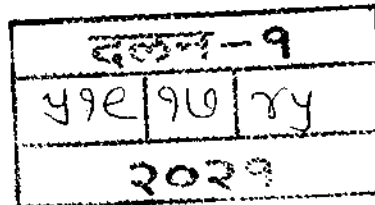
6. APPROVALS :

The Builder/Developer can move construction plan/revised construction plan, if required subject to approval of Owners. The name of that scheme shall be **" UMA DEVALAYAM "**.

7. BINDING ON DEVELOPER IN RESPECT OF ACTUAL CONSTRUCTION:

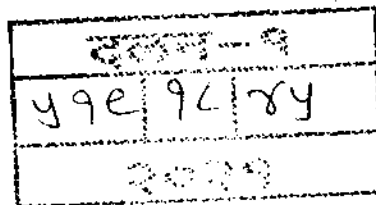
- a) The Builder/Developer shall complete the construction of the entire project within the span of thirty (30) months starting from the date of

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commencement certificate from Dhule Municipal Corporation/competent authority excluding revised construction permission, if any.

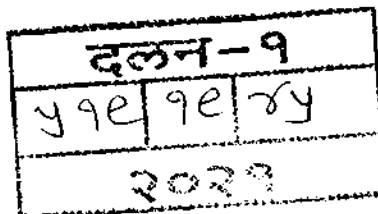
- b) Further the developer shall complete the entire project within the span of thirty(30) months and during his period Builder/Developer shall also be bound to get the final occupancy certificate from Dhule Municipal Corporation/ competent authority
- c) If the Builder/Developer fail to get the final occupancy certificate within 30 months as referred supra then the owners may give a further extension of maximum six months. However, in cases like earthquake, riots, strikes, act of God or causes relating to owner's title issue or any other act not within the control of Developer, such limitation shall be extended for suitable period.



SCHEDULE - "A"

All the part and parcel of plot of land bearing formerly S.No. 463/1-B, now CTS No. 6894 admeasuring 413.00 Sq. Mtrs. Plot No. 10 Ragrang Colony at Dhule Tal. & Dist. Dhule.

East	-	Open Space
West	-	Road
South	-	Plot No.9
North	-	Plot No. 11

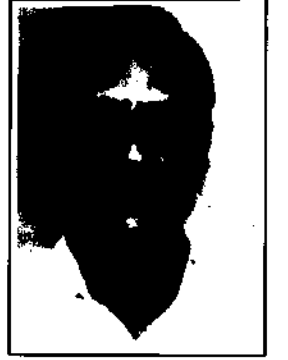


IN WITNESSETH WHEREOF THIS DEED is
EXECUTED TODAY On the day and date mentioned herein
above AT DHULE in the presence at following witness:

OWNERS / PARTY OF FIRST PART

1. Mr. Madhavrao Gulabrao Somwanshi

Madhavrao



2. Mr. Sameer Madhavrao Somwanshi

Sameer



3. Mr. Gaurav Madhavrao Somwanshi

Gaurav



4. Mrs. Samita Sandeep Deshmukh

सौ. समिता संधिप देशमुख



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