

133/4972

पावती

Original/Duplicate

Monday, September 10, 2018

नोंदणी क्र.: 39म

12:40 PM

Regn.: 39M

पावती क्र.: 5699

दिनांक: 10/09/2018

गावाचे नाव: पाचोरा (कृष्णापुरी)

दस्तऐवजाचा अनुक्रमांक: पचर-4972-2018

दस्तऐवजाचा प्रकार: डेव्हलपमेंट ऑग्रीमेंट

सादर करणाऱ्याचे नाव: विकासक - श्रेयस रिजॅन्टीस चे भागीदार - श्री.संजय हिरालाल कुमावत

नोंदणी फी ₹. 30000.00

दस्त-हाताळणी फी ₹. 2600.00

डटा एन्ट्री ₹. 20.00

पृष्ठांची संख्या: 130

एकूण:

₹. 32620.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:14 PM ह्या वेळेस मिळेल.

Sub Registrar Pachora

बाजार मूल्य: ₹.5189800/-

मोबदला ₹.0/-

भरलेले मुद्रांक शुल्क: ₹. 2594900/-

1) देयकाचा प्रकार: DHC रक्कम: ₹.620/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0909201801097 दिनांक: 10/09/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005972002201819E दिनांक: 10/09/2018

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डोडी/घनादेश/पे ऑर्डर क्रमांक: 0909201801088 दिनांक: 10/09/2018

बँकेचे नाव व पत्ता:



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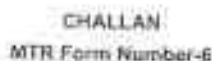
डॉ. अ. अ. अ. 4972/2018

नादणी

Regn: 63m

गांधाबे नाथ : पाचोरा (कृष्णाक्षरी)

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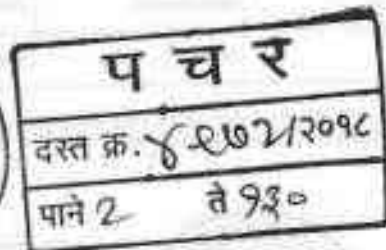


Document ID: 5422283815
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
यह चालन केवल उपग्रह निकाश कार्यालय में ही दर्ज कराया जा सकता है। यह चालन अनपेक्षित कार्यालयों के लिए मान्य नहीं है।
Date: 15/08/2024



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पाने ५ तें १३०

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0909201801088	Date 09/09/2018
Received from Shreyas Realities Parthar Sanjay Hiralal Kumavat, Mobile number 9422283815, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(SAR/TA) in the Sub Registrar office S.R. Pachora of the District Jalgaon.	
Payment Details	
Bank Name / MAHB	Date 09/09/2018
Bank CIN 10004152018080900832	REF No: 980097558
This is computer generated receipt, hence no signature is required.	



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0908201801097	Date 09/09/2018
Received from shreyas realties partner sanjay hiralal kumavat, Mobile number 9422283815, an amount of Rs.620/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office S.R. Pachora of the District Jalgaon.	
Payment Details	
Bank Name MANG	Date 09/09/2018
Bank CIN 10004152018090900838	REF No. 900101410
This is computer generated receipt, hence no signature is required.	



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पाने ३ ते ९३०

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**AGREEMENT OF LAND DEVELOPMENT
ON REVENUE SHARING BASIS**

This Agreement of Development is made and
executed at Pachora on this 04 Day of June 2018.

BETWEEN

Poonamchand Ramanand Mor

Age: 67 years, Occupation:-Business

PAN: AAQPM9221M

Residing at: Shakti Krupa, Infront of Old Court,
Deshmukhwadi, Pachora,
District Jalgaon 424201

Hereinafter referred to as the 'OWNER' (which expression shall unless it be
repugnant to the context and meaning thereof shall be deemed to mean and include the
owner himself, his heir, executors, administrators, assigns and nominees)

PARTY OF THE FIRST PART;

AND

Shreyash Realities

A registered Partnership firm

PAN: ACNFS4905P

Having its office :-

C/O Laxmi Constructions

101/102 Rajiv Gandhi Shopping Complex, Shivaji Chowk Pachora,

Tal- Pachora District Jalgaon

Through its Authorised Partner;

Mr. Sanjay Hiralal Kumavat

Age: 47 years, Occn: Business,

Having address 101/102 Rajiv Gandhi Shopping

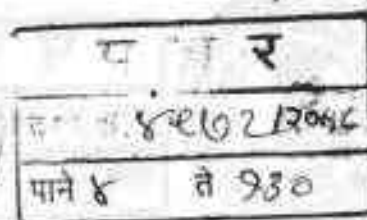
Complex, Shivaji Chowk Pachora, Tal- Pachora District Jalgaon

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

Individually referred to as the "Party", and collectively as the "Parties";

A. The Plot of land admeasuring 4H.4R bearing survey no.104 situated at Mouje
Krushnapuri, Taluka-Pachora, District Jalgaon, and within the limits of the Pachora
Municipal Council was previously owned by Ramdas Raghunath Wani and Raghunath
Barku Wani.

B. The said Ramdas Raghunath Wani and Raghunath Barku Wani mutually
partitioned the said Survey no. 104 into two portions of land viz. western portion
bearing S. No. 104/1 admeasuring about 1H.24R and eastern portion bearing no.
S. No. 104/2 admeasuring about 2H.80R. That out of which the western portion of
land was demised unto Ramdas Raghunath Wani and eastern portion of land was
demised unto Raghunath Barku Wani vide mutation entry no. no. 527 dated 29/01/1989.



That the names of Ramdas Raghunath Wani and Raghunath Barku Wani are recorded in the records of right vide mutation entry no. 527 dated 29/01/1989.

C. The said Ramdas Raghunath Wani sold, conveyed and transferred the Survey no. 104/1 admeasuring 1 H. 12 R out of total area of 1H. 24 R in favour of Poonamchand Ramanand Mor vide Sale Deed dated 30/05/1989. That the same is recorded in records of right vide mutation entry no. 718 dated 29/09/1989.

D. The said Raghunath Barku Wani sold, conveyed and transferred the Survey no. 104/2 admeasuring 2H. 23.5R out of total area of 2H.80R in favour of Poonamchand Ramanand Mor vide Sale Deed dated 30/05/1989. That the same is recorded in records of right vide mutation entry no. 719 dated 29/09/1989.

E. That Poonamchand Ramanand Mor applied for N.A residential use permission before the Collector, Jalgaon for Survey no. 104/1 totally admeasuring 1H.24R and Survey no. 104/2 totally admeasuring 2H.80R. That permission for residential use was granted by Collector vide order bearing no. Jamu/1089/SR/528/Jalgaon/1990 on 28/06/1990.

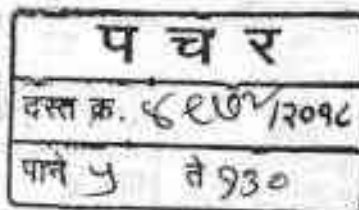
F. That Assistant Director of Town Planning, Pachora sanctioned layout plan of Survey no. 104/1 and divided into 39 plots and 104/2 divided into 65 plots vide letter bearing no. 1975 dated 12/06/1989 and letter dated 3643/ dated 1/12/1988 respectively.

G. That as per the sanctioned layout total number of 38 plots was demarcated in S.No. 104/1 and total number of 65 plots was demarcated in S.No. 104/2. That the same is recorded in records of right vide mutation entries nos. 4438, 4439 and 4440 dated 14/08/2013.

H. That the Assistant Director Town Planning, Jalgaon has vide office letter no. 1531 dated 21/07/2017 recommended the Demarcated layout for final approval for Residential purposes. The total area of S.No. 104/1 being 1 H 24 R i.e. 12400 sq.mtrs out of which the total area of demarcated plot bearing Nos. 1 to 38 is 7303.35 sq.mtrs, the area under internal roads is 3849.19 sq.mtrs and the area for recreational open space is 1247.46 sq.mtrs. That Poonamchand Ramanand Mor applied to Chief Officer of Pachora Municipal Council for sanction of the demarcation of Plot no. 1 to 38 of S. No. 104/1 and the same was approved vide letter bearing outward no. bandh/1163/2017 dated 27/09/2017. That the same is recorded in records of right vide mutation entry no. 5454.

I. That thereafter Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 1 out of S.No. 104/1 admeasuring 1096.12 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1856/17 dated 18/12/2017.

J. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 2 out of S.No. 104/1 admeasuring 409.12 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1857/17 dated 18/12/2017.



K. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 3 and 4 out of S.No. 104/1 totally admeasuring about 255.65 sq.mtrs. Accordingly,

the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1858/17 dated 18/12/2017.

L. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 5, 6 and 7 out of S.No. 104/1 totally admeasuring about 483.15 sq.mtrs. Accordingly, the same are approved Chief Officer of Pachora Municipal Council vide its outward no. 1859/17 dated 18/12/2017.

M. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 8, 9 and 10 out of S.No. 104/1 totally admeasuring about 487.50 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1860/17 dated 18/12/2017.

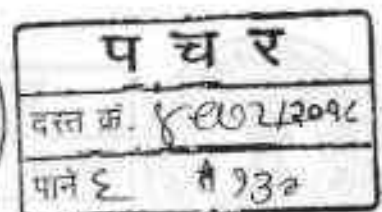
N. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 11 and 12 out of S.No. 104/1 totally admeasuring about 435.50 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1861/17 dated 18/12/2017.

O. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 13, 14 and 15 out of S.No. 104/1 totally admeasuring about 406.25 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1862/17 dated 18/12/2017.

P. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 16, 17 and 18 out of S.No. 104/1 totally admeasuring about 487.50 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1863/17 dated 18/12/2017.

Q. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 19, 20 and 21 out of S.No. 104/1 totally admeasuring about 483.15 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1864/17 dated 18/12/2017.

R. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 22, 23 and 24 out of S.No. 104/1 totally



admeasuring about 483.15 sq.mtrs. out of S.No. 104/1 Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1865/17 dated 18/12/2017.

S. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 25, 26 and 27 out of S.No. 104/1 totally admeasuring about 487.50 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1866/17 dated 18/12/2017.

T. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 28, 29 and 30 out of S.No. 104/1 totally admeasuring about 390.00 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1867/17 dated 18/12/2017.

U. Similarly, Poonamchand Ramanand Mor submitted plans to Pachora Municipal Council for sanction of sub division / amalgamation and building permission for structure to be constructed on Plot no. 31 to 38 out of S.No. 104/1 totally admeasuring about 1398.76 sq.mtrs. Accordingly, the same are approved by Chief Officer of Pachora Municipal Council vide its outward no. 1868/17 dated 18/12/2017.

V. In furtherance of the demarcation as per the Town Planning Scheme the western portion of land i.e. S. no. 104/1 came to be numbered as Plot no. 1 to 38 totally admeasuring 7303.35sq.mtrs. situated at Krishnapuri, Pachora, District Jalgaon and within the limits of the Pachora Municipal Council, (hereinafter referred to as the "Said Land" and more particularly described in the Schedule I written hereunder)

W. As mentioned herein above, thus the said Poonamchand Ramanand Mor has obtained sanction for construction of row houses on the said land bearing Plots no. 1 to 38 out of S. No. 104/1 from Pachora Municipal Council and has accordingly got the commencement certificate to that effect. The Pachora Municipal Council has accorded the permission to construct structure as per the building plans sanctioned vide:- Commencement Certificate bearing No. PWD/1869/2017 dated 18/12/2017 in respect of Plot No. 1/1 to 1/12; Commencement Certificate bearing No. PWD/1870/2017 dated 18/12/2017 in respect of Plot No. 2/1 to 2/04; Commencement Certificate bearing No. PWD/1871/2017 dated 18/12/2017 in respect of Plot no. 3 to 4/1 to 3 To 04/4; Commencement Certificate bearing No. PWD/1872/2017 dated 18/12/2017 in respect of Plot No. 5 to 7/01 to 08&5 To 7/8; Commencement Certificate bearing No. PWD/1873/2017 dated 18/12/2017 in respect of Plot No. 8 to 10/01 to 8 To 10/8; Commencement Certificate bearing No. PWD/1874/2017 dated 18/12/2017 in respect of Plot No. 11 to 12/01 to 11 To 12/7; Commencement Certificate bearing No. PWD/1875/2017 dated 18/12/2017 in respect of Plot No. 13 to 15/01 to 13 To 15/6; Commencement Certificate bearing No. PWD/1863/2017 dated 18/12/2017 in respect of Plot No. 16 to 18/01 to 16 To 18/8; Commencement Certificate bearing No. PWD/1877/2017 dated 18/12/2017 in respect of Plot No. 19 to 21/01 to 19 To 21/8; Commencement Certificate bearing No. PWD/1878/2017 dated 18/12/2017 in respect of Plot No. 22 to 24/01 to 22 To 24/8; Commencement Certificate bearing No. PWD/1879/2017 dated 18/12/2017 in respect of Plot No. 25 to 27/01 to 25 To 27/8; Commencement Certificate bearing No. PWD/1880/2017 dated 18/12/2017 in respect of Plot No. 28 to 30/1 28 To 30/6 Commencement Certificate bearing No. PWD/1881/



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2017 dated 18/12/2017 in respect of Plot No. 31 to 38/01 to 31 To 38/13; to be constructed on the said land. Thereby the said 38 plots of Survey No. 104/1 are amalgamated and sub divided into 100 Nos. of Plots. (Amalgamated And Sub divided -ie Plot No. 1/1 to /1/12, Plot No. 2/1 to 2/04; 3 to 4/1 to 3 To 04/4, . 5 to 7/01 to 5 To 7/8, Plot No. 8 to 10/01 to 8 To 10/8; , Plot No. 11 to 12/01 to 11 To 12/7, Plot No. 13 to 15/01 to 13 To 15/6, Plot No. 16 to 18/01 to 16 To 18/8; Plot No. 19 to 21/01 to 19 To 21/8; , Plot No. 22 to 24/01 to 22 To 24/8; , Plot No. 25 to 27/01 to 25 To 27/8, Plot No. 28 to 30/1 28 To 30/6 , Plot No. 31 to 38/01 to 31 To 38/13; Total Hundred Plots) Such change of respective Plot Nos. have been duly made in the 7/12 extracts of the revenue records.

X. The aforesaid Owner **Shri. Poonamchand Ramanand Mor** is in actual, vacant and peaceful possession of the said entire land having the absolute ownership rights thereof.

Y. The Owner is desirous of developing the said entire land however, he does not have the expertise with regard to the development of the said entire land, and was on the lookout for a developer who has the requisite skill, infrastructure, experience and expertise for the same.

Z. The Developer has the requisite skill, infrastructure, experience and expertise in regard to development of the said entire land. The Owner approached the Developer in this regard, and pursuant to the discussions and negotiations had between the Parties, the Owner has agreed to entrust to the Developer the development of the said entire land, together with the right, title, benefits and entitlement with regard to the said entire land and the FSI, for the consideration and in the manner and on the terms and conditions as stated herein.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERTO AS UNDER:-

1. GRANT OF DEVELOPMENT RIGHTS:-

In consideration of the Developer agreeing to share the revenue generated from the gross sale proceeds of sale of fully developed Residential Units/ Shops/ Apartment/ Flats/ Row-houses/ Bungalow etc to be constructed on the said Land in the manner as stated hereinafter in this Agreement, the Owners do and each of them both hereby grant unto the Developer the absolute, uninterrupted and exclusive development rights to develop all that piece and parcel of land being and situated at **Krushnapuri, Pachora, District Jalgaon**, and within the limits of the Pachora Municipal Council at **S. No. 104/1** of land admeasuring 7303.35 sq.mtrs and bearing Plot Nos. 1 to 38 out of sanctioned layout of S. no. 104/1 totally admeasuring about 1H.24R i.e 12400.00 sq.mtrs, and in such manner and for such purposes as the Developer deems fit and proper together with all the entitlement and benefits to accrue and arise thereof. The developer hereby agrees to develop and/or cause to be developed, the said Land on the terms mentioned herein hereinafter and as permitted by the concerned authorities by obtaining sanction for the layout of the said Land and developing the same in any manner as permissible by law.

2. SAID LAND:

The word said land wherever used herein and hereunder or before shall always be deemed to be and to mean and include:-

a) The area of the said land as mentioned and described in "Schedule I" written



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hereunder

b) Entire F.S.I. or F.A.R. as defined available and granted and permitted under the Rules and regulation applicable to the area from time to time till completion of the entire project.

3. CONSIDERATION:-

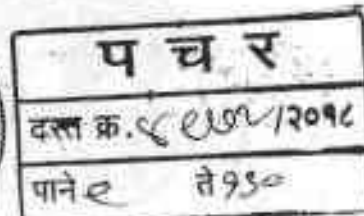
a) It is agreed and understood between the parties that the Developer shall cause development of the said land at its own costs and would be at liberty to sub divide the said land as per the sanctioned layout. That towards consideration for this agreement subject to the terms herein contained, the Owner shall be entitled to an amount equivalent to 50 % of the revenue i.e. gross sale proceeds generated from sale of said residential units/ row houses, Shops, Etc. Developer will be entitled to have 50 % of gross revenue generated from sale of said residential units/ row houses.

b) All gross sale proceeds in respect of sale/ booking of the residential units/ row houses out of the said Land shall subject to terms herein contain be shared by the Owners and Developer in the ratio herein before mentioned i.e. 50 % Owners and 50 % Developer.

c) The term "gross sale proceeds" shall mean and include only the actual amount received from the sale of the said units/rowhouses in the said project and from the grant of exclusive right of user of open spaces, terraces and parking spaces. However the term "gross sale proceeds" shall not include amounts received by the Developer towards MSDDL deposits, common area maintenance charges/ deposits, legal charges, infrastructure charges, society formation charges, stamp duty, registration fees, costs of any extra work carried out by the Developer in the Units / row houses at the express request of the prospective purchaser thereof, the amount received from the prospective purchaser of Units / row houses as contribution towards GST or other indirect taxes to be recovered by the Developer and paid to the concerned government authorities. In the event the Developer carries out any additional work in any of the Units / row houses in the said project or provides amenities or specifications of superior quality to the standard "amenities or specifications" of such Units / row houses, the Developer shall be entitled to recover the costs of such additional work and the difference between the standard amenities or specifications and such superior amenities or specifications. All such amounts received by the Developer of such additional work or for providing superior amenities or specifications shall not form part of the gross sale proceeds of the said project.

d) All the realizations in respect of the sale/booking of the said plots out of the development caused on the said land shall be deposited in one account of the Developer. An amount of 50 % of the gross sale proceeds out of the said amounts shall be then transferred by the developer subject to RERA rules and regulations to the Owner.

e) The Developer shall provide to the Owner quarterly detailed statement of sales booking covering all information like details of buyers, their booking terms, payment schedule / terms, receipt copies, all other supporting documents etc. Developer shall be fully responsible to recover entire payment from customer. In case of any bad debts it will be developer's responsibility to pay owner's share immediately without holding it for any reason.



f) In case of the cancellation of the Units / row-houses from the customer, the Developers and the landowners will have to pay back the net amount payable to the buyer. In this case the Owner will pay back his share of 50% to be paid to the buyer. This net amount payable to the Developer in lieu of the sale of the said Residential Units/ Shops/ Apartment/ Flats/ Row-houses/ Bungalow etc will be paid by the landowner immediately.

g) In case of the residential units/ row houses sold in the installment scheme, the landowners will receive their share as per the installments received by the Developer subject to RERA rules and regulations.

4. Title Deeds and Power of Attorney:

a) The Owner shall hand over to the Developer the originals of the title deeds and documents with respect to the said Land within 10 (ten) days of the execution of this Agreement as per list annexed. Simultaneously with the execution of these presents, the Owner has executed an irrevocable power of attorney in favour of Developer authorizing him to undertake the acts, deeds, matters and things as stated therein. Expenses of such Power of Attorney or other related documentation will be done by Developer. This Power of Attorney will have exclusions of registration power / authority to developer which will be with owner only.

5. Declarations, Representations And Warranties Of The Owner:

The Owners hereby represent, warrant, declare, undertake and state, as per their best knowledge, information and belief as under:

a) Since prior to the execution hereof, the Owner is the sole and absolute owner of the said Land in his individual capacity and are in possession of the same no other person has any right, title or interest in the said Land.

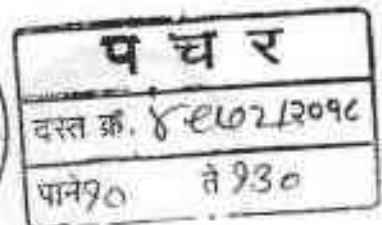
b) The title of the Owner to the said Land is clear and marketable and free from all encumbrances, and the Owner is fully entitled to grant the development rights in respect of the said Land in favour of the Developer as granted herein. The Owner has warranted that should there be any claim or demand made or raised in respect of the said Land or any part thereof, which claim or demand is contrary to or inconsistent with the facts, statements and representations made by the Owner, the Owner shall immediately settle such claim or demand at their own costs and expenses.

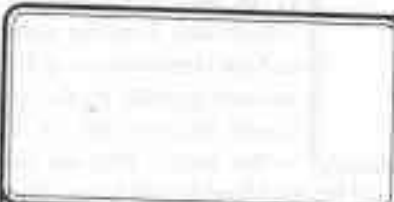
c) The said Land is not joint family property;

d) There are no notices or suit or any other proceedings whether judicial or quasi-judicial or otherwise pending in any court, tribunal, forum as on date concerning, touching or affecting the said Land or any part thereof, nor are there any disputes pending in arbitration or before any statutory authority affecting the said Land or any part thereof;

e) There is no attachment or prohibitory order by any authority or Court prohibiting the Owners from entering into a development agreement in respect of the said Land or otherwise disposing of the said Land or any part thereof;

f) The said Land or any part thereof is not the subject matter of attachment either before or after judgment or at the instance of any authorities;





g) There are no boundary disputes with any of the adjoining plot owners
h) There are no encroachments on the said Land or any part thereof;

i) The said Land or any part thereof has not been reserved for any public purpose and the same is available for development to the Developer;

j) There are no notices from the government or any other local body or authority or Collector or Tahsildar or Talathi or government ordinance, order, notification, including any notice for acquisition or requisition of the said Land or any part thereof, that have been received by or served upon the Owners or their predecessors-in-title in respect of the said Land;

k) The Owner has the absolute right, and authority to enter into this Agreement and he has not, either jointly or individually, done and in future shall not do any act of commission or omission, or allow any person or party to do any act of commission or omission, whereby the rights of the Developer under this Agreement may be prejudicially affected;

l) All dues, duties, charges, rates, taxes, cesses and outgoings of whatsoever nature payable in respect of the said Land till the date hereof have been duly paid by the Owner and there are no disputes with respect to the same;

m) There are no mortgages and/or charges and/or encumbrances on the said Land;

n) The Owner has not entered into any agreement for sale and/or an agreement for the grant of development rights and/or any other deeds, documents and writings for creation of any third party rights in respect of the said Land or in respect of use thereof;

o) The Owner has not in any way encumbered or agreed to encumber whether by way of sale, assignment, mortgage, charge, lien, trust, sub-lease, license, tenancy, gift, exchange, easement, claim, transfer, lease or otherwise or created any other right howsoever with respect to the said Land or any part thereof;

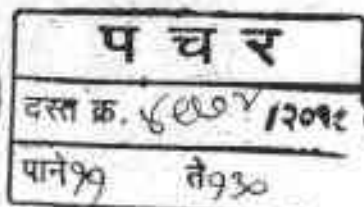
p) There are no rights of easement created under any document or by any covenant or by prescription in respect of and / or upon the said Land or any part thereof;

q) The Owner has not omitted to disclose to the Developer any material fact, in respect of the said Land or any part thereof;

r) That the Legal Representative of the Owner is Sau. Khandevi Poonamchand Mor, and in the event of the Owner becoming unable to perform any of the obligations under this agreement by virtue of demise or otherwise, the Legal representative herein mentioned shall be liable to carry out all such acts, deeds and things that the Owner would be obliged to carry out under this Agreement.

6. Covenants by the Owner;

a) The Owner shall not do anything which will amount to breach of any obligations, terms or conditions under any approvals and sanctions obtained by Developer at his own cost and effort in respect of the said Land and the Owner shall duly fulfill, perform



and comply with their obligations, if any, under such approvals and sanctions as may be procured by Developer.

- b) The rights, entitlements, benefits, interests and authorities of the Developer under this Development Agreement are not prejudiced in any manner due to any act of commission or omission of the Owner or any of the them and the Owner shall at all times keep the Developer and its successors and assigns indemnified from any losses or damages suffered by the Developer due to the any such act of the Owner or any of them.
- c) The Owners shall not transfer, encumber or deal with the said Land in any manner whatsoever unless agreed by the Developer. As agreed between two parties, after signing of an agreement, project to be launched for sale within one year from date of signing & the development i.e. development of roads, providing electricity and water has to be completed within five years from date of signing. Extension Of Timelimit If Required Will be Accepted Mutually in Unavoidable Circumstances.
- d) The Owner shall sign and execute all necessary applications, papers, writings, instruments and documents and make representations before all concerned and statutory authorities in respect of the said Land as and when necessary and required to do so in advance notice.
- e) The Owner shall inform /communicate either in writing to the Developer, in the event of receipt of any intimation, communication or directive from State Government and/or the planning authorities and/or any other local authority or government body, relating to the said Land or any part thereof or which would in any manner affect the development of the said Land or any part thereof and forthwith provide a copy thereof to the Developer, and the Owner shall reply and attend to the same in accordance with the written instructions of the Developer.
- f) The Owner agree that the purchasers / buyers of the residential units/ row houses in the said Land shall be entitled to mortgage their right, title, interest in the respective residential units/ row houses and the Developer shall be entitled to permit / consent for such mortgaging of the purchasers' respective rights for obtaining loans / advance from any financial institutions and / or banks without making the Owner liable to pay the mortgage debt and / or interest thereon or other charges.
- g) The Owners shall do, execute and perform any and all other acts, deeds, matters and things that may be required to be done by them for implementing and completing the development of the said Land and all other purposes of this Agreement.

7. RIGHTS OF THE DEVELOPER:

On and from the execution hereof, the Developer shall have the following rights and entitlements, at its own costs and expenses:

- To be in the exclusive, undisturbed and uninterrupted possession of the said Land; for development & selling purpose;
- To carry out full, free, unrestricted, uninterrupted, irrevocable and exclusive development of the said Land;
- To claim, utilize and consume the entire FSU/FAR as defined, granted or permitted under the Applicable Laws in respect of or relating to the area of the said Land for constructing additional premises / units in the nature of row houses/ shops on



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the said Land from time to time till completion of the said project keeping informed the owner about the same and the Owner shall be entitled to revenue share as mentioned in this agreement in respect of any additional premises constructed and sold by the Developer;

- d) To enter into agreements with the owners / occupants of the adjoining lands or with any other person or any governmental or semi-governmental authority for obtaining access road, or any other facility such as drainage, water or electrical connection or for obtaining any other benefit or facility, and, if necessary, to register the said agreements;
- e) To apply for and obtain from the concerned authorities, the approvals and sanctions for the amalgamation of the said Land with adjoining land or otherwise, if required by the Developer;
- f) To prepare, amend, revise and modify the layout plans and building plans with respect to the development of the said Land, as it deems fit and to apply for and obtain / procure approval and sanction thereto from all the relevant statutory authorities and/or planning authorities;
- g) To take all decisions with respect to the lay-out, design, aesthetics, planning, development, quality, amenities, facilities, lay-out infrastructure, in respect of the development to be undertaken on the said Land without recourse to the Owner however the same shall be informed to the owner;
- h) To appoint the Architects and other consultants and professionals for the development of the said Land, and to advise the Developer and prepare the designs, plans, lay-outs, etc. in respect of the said Land and to terminate the appointments of such Architects and other consultants and professionals and appoint others in their place and stand as the Developer may deem fit;
- i) To employ, appoint and/or engage contractor(s), labour, workmen and personnel (skilled and unskilled), to carry out the development work on the said Land, and to pay their wages, remuneration and salary, and to comply with all applicable laws in that behalf. The Developer shall further be entitled to delegate to any such contractor(s), or appointee(s) any of the powers hereunder acquired by the Developer;
- j) To develop the infrastructure and common areas and facilities on the said Land if required, including internal roads, common lighting, water storage facilities, water pipelines, sewage lines, sewage treatment plants, storm water drains, R.G., recreation facilities, gardens, boundary walls, electrical sub-stations and car parking areas, as may be statutorily required or as the Developer may deem fit or necessary, as also to make an application to the MSDDL for new temporary / permanent electricity connections / meters, water connections, creation of transformers or for such other purposes as may be necessary and to deposit and pay any amounts, to enter into agreements / indentures with MSDDL and generally to represent the Owner before the said authority, and to receive refund of the deposits paid by the Developer to the concerned authorities for the said purposes. In case the amount(s) of any such deposits is / are refunded by the concerned authorities in the name of the Owner, the Owner shall be liable to hand over / reimburse all such amount(s) to the Developer within seven days from the Owner receiving the same;



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k) To make, sign, execute, submit and address all applications, forms, declarations, documents, undertakings, papers, plans, writings, indemnity bonds, letters, communications, returns, representations, statements, terms, conditions, etc., to or before the Town Planning Authorities, District

Collector and other Revenue Authorities, City Survey Authorities, the Government of Maharashtra and all its Ministries and Departments (including the Ministry of Environment and Forests), Government of India and all its Ministries and Departments (including the Ministry of Environment and Forests), the Maharashtra State Electricity Distribution Company Limited, Commissioner of Police and other Police Authorities, and any other concerned Government, Local, Public or statutory authorities or bodies whomsoever, and/or all public and private suppliers / providers of utilities and services, and to obtain from them all approvals, permissions, sanctions, exemptions and orders as may be necessary to carry out and/or implement any of the terms, provisions and purposes herein contained with respect to the said Land and/or the development thereof;

l) To put up such hoardings, advertisement boards and other boards / signage on the said Land, as it may deem fit, including boards / hoardings disclosing to the general public the project proposed by the Developer on the said Land;

m) At the relevant time can, with due permissions from concerned local authority if necessary, get constructed on the said Land temporary structure/s so as to house the security and other personnel that might be engaged by the Developer for the purpose of providing security on the said Land and for proceeding with the development of the said Land as well as to store the construction material required for developing the said Land;

n) To allot, sell (including entering into agreements to sell), lease, sub-lease, grant of tenancy, grant of leave and license, mortgage, gift, exchange or any other method of disposal, transfer or alienation of the residential units: row houses, amenity spaces, club house, recreation areas, floor areas, and all other users, areas and spaces (including all and ancillary users and areas) comprised in the development to be carried out on the said Land and for the said purpose to issue, enter into and/or execute agreements, letters of allotment and/or such other deeds, documents and writings to, with or in favour of the purchasers and/or third parties, as it deems fit and proper, and to get the same registered with the concerned Sub-Registrar of Assurances, for such consideration and price and payment terms as the Developer deems fit and proper and to receive, accept and appropriate the consideration and payments received in respect thereof in the manner as set out in this agreement i.e. 30 % to the Owners and 50% to the Developer and to give full and effectual discharges for the same, without being accountable to the Owner for or in respect of the same;

o) To apply for and obtain from the statutory authorities Plinth Checking Certificate, Part / Full Occupation Certificate/s and Building Completion Certificate/s, etc. as may be required under the applicable laws;

p) To raise loans, credit and debts from banks, financial institutions and/or other persons, by creating mortgages, charges and other security interests in respect of the said Land, without making the Owner personally liable for repayment thereof or the interest or any other amounts payable in respect thereof. The Developer shall be entitled to exercise its rights and entitlements under this sub-clause without requiring



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any separate / further consent or permission of / from the Owner;

q) To form and get registered a co-operative society incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or a company incorporated and registered under the provisions of the Companies Act, 1956 or an association of owners under the provisions of the law as applicable and for that purpose to sign, execute, register and file all necessary declarations, applications, papers, writings, deeds, instruments and documents, and make representations before all concerned authorities, as may be required;

r) To commence, prosecute, defend and continue all or any actions, suits and legal proceedings in any court of justice civil, criminal and revenue both appellate and original sides and to appeal before all magistrates, justices and other officers and to prosecute, defend or discontinue or become non-suited thereon, to settle, compromise or refer to proceeding in connection with or arising out of the said Land or any part thereof and/or any affairs pertaining thereto and to appoint solicitors, counsels, advocates to file vakalatnama and to sign and verify and affirm all plaints, written statements, tabular statements, petitions, affidavits, complaints and other documents to prefer appeals and to apply for review and revision, to apply for execution of decrees and orders, to draw moneys from any court, account general, official receiver and to give effectual receipts and discharge for the same, to give effectual receipts and accept service of writ petitions, summons, notices and other legal processes and generally to completely represent the Owners before all courts, magistrates and other judicial, civil, criminal and revenue authorities and any other public authorities or authority insofar as the said Land is concerned;

s) To assign any of its rights herein in favour of any entity and/or person and for such consideration as it deems fits and proper and to appropriate the consideration thereof to its own account; and

t) To generally, to do, execute and perform any and all other acts, deeds, matters and things that may be statutorily required and/or desired by the Developer for implementing and completing the development of the said Land and all other purposes of this Agreement.

u) To generally, to do, execute and perform any and all other acts, deeds, matters and things that may be statutorily required and/or desired by the Developer for implementing and completing the development of the said Land and all other purposes of this Agreement.

v) All the preliminary responsibility of development & sale of plots lies with developer. Developer will facilitate all customer service needful with purchaser / buyer solely.

8. Responsibilities of Developer

The Developer has borne and paid all the funds required for the purpose of preparing layout and building plans, N.A. permission, to revise the same, obtain all sanctions, permissions from the concerned appropriate authorities. The Developer will pay all the funds for carrying out and complete the project on the said Land, to seek compliances, permissions, sanctions, approval, exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required for development of the said Land, to pay the requisite premium charges, cesses, other expenses and obtain necessary approval of plans in respect of the said Land from the concerned local/ Competent Authorities and for all for carrying out the construction of development on the said property. Responsibility of bad debts / due amount to recover from clients / buyers / purchaser will be solely lies with Developer.



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Payment of Taxes:

a) All taxes relating to the said Land, along with the electricity charges payable to the concerned authorities shall be borne and paid by the Owners till the date of handing over vacant and peaceful possession of the said Land to the Developer.

b) After the Developer receives vacant and peaceful possession of the said Land, the Developer shall be liable to pay all taxes relating to the said Land.

c) The Developer shall bear electricity Meter Installation charges, society/ Association formation charges, and telephone line installation charges (BSNL) in respect of the Retained Units/Row Houses of the said Owners which are not sold till the date of obtaining completion certificate, as mentioned herein before in the event the said all or any Retained Units/ Row Houses are sold or agreed to be sold prior to the said date then in that event the said charges shall be payable by the Prospective Purchasers to the Developer.

d) The owner shall liable to pay income tax on arising of LTCG on execution of development agreement of the said land and regular income tax on share of sale proceeds of the residential units/ shops.

e) As per Income tax act if building / construction of row house/ unit/ shop is completed and the same remains unsold then CA/ Assessing officer may charge income tax on notional rent of unsold units. In that case Owner is equally responsible to contribute proportionate income tax liability.

9. MARKETING / SELLING PRICE OF RESIDENTIAL UNITS/ SHOPS/ APARTMENT/ FLATS/ ROW-HOUSES/ BUNGALOW ETC.:-

It is categorically agreed between the parties hereto that sale of the residential units/ row houses in the proposed project during or after development on the said Land will be effected by the Developer.

10. WITHDRAWAL OF FUNDS:-

It is agreed between the parties hereto that on receipt of any amount towards sale proceeds or booking of residential units/ row houses in the proposed development on the said Land will be collected by the developer and the same shall be distributed as mentioned in this agreement.

11. INDEMNITY:

a) All claims whatsoever made by third parties including the suppliers of materials and / or equipment used or to be used in the development of the said Land including all claims for damages or otherwise made by the purchasers of the plots/ units or for any delay in the performance of their contracts or on account of any defect in the construction or completion of the said project or on account of any accident etc., during the development and construction activity, shall be paid for by the Developer and the Owners shall not be liable or responsible for the same. Further all the liability in respect of the services, wages, compensation, etc., of the employees, workmen, etc., that may be employed by the Developer for developing the said Land is and shall always be that of the Developer alone.

b) The Developer does hereby indemnify the Owner of from and against all actions,



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suits, proceedings, claims, demands, costs, charges and expenses that may be taken or made by any one claiming under the Developer on account of anything done or caused or committed or omitted to be done by the Developer or the persons in whose favour a power of attorney

hereby contemplated is executed by the Owner and that the said indemnity shall continue to remain in full force and effect for anything done or caused or committed to be done by the Developer or such persons the power of attorney is executed till the completion of the development of the said Land. The Developer shall be solely liable for any liability arising out of an accident or otherwise during the course of development on the said Land. The Developer shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the Workmen's Compensation Act.

12. TIME PERIOD FOR COMPLETION OF THE PROJECT:-

The Developers shall be responsible for completing development of the said Land and sale of residential units/ row houses therein as per the layout to be sanctioned by the authorities within a period of 10 years.

13. SPECIFIC PERFORMANCE:

If the Owner or any of them refuse to perform any of their obligations under this Agreement, the Developer shall be entitled to specifically enforce the performance of the Owner's obligations through a Court of Law, at the cost and risk of the Owner.

If the Developer or any of them refuse to perform any of their obligations under this Agreement, the owners shall be entitled to specifically enforce the performance of the Developer's obligations through Courts of Law, at the cost and risk of the Developer. Jurisdiction of law will be under PACHORA courts of Law.

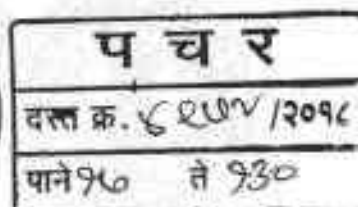
14. ARBITRATION:-

Any disputes amongst the constituents of this agreement on any grounds shall be referred to the arbitration under the Indian Arbitration Act and the decisions of the sole Arbitrators to be mutually appointed by the Parties of this agreement. The Award of the Sole Arbitrators shall be final and binding on all the parties. Expenses related to Arbitration proceedings will be shared jointly by Owner & Developer.

15. STAMP DUTY AND REGISTRATION CHARGES:

The Stamp duty and Registration fees for this Agreement shall be borne and paid in equal proportion by the Owner and the Developer.

16. The Owner understand that they may not be available to do and perform all acts necessary to enable the Developer to carry out the scheme effectively and further sign all documents necessary to obtain sanction of the layout or building plan/s and to obtain occupation/ completion certificate and do other acts with other Govt, Semi Government or MSEDCL or local body registration authority necessary to fulfill the terms of this Agreement. Hence the Owner as per the request of the Developer and in pursuance of this agreement appoints and gives Power of Attorney to Developer, as his attorney/s to represent him, and do or causes to do all acts, deeds and things as may be required to carry out the development and construction (IF ANY) on the said Land, excluding the execution / consenting to any Agreement / Sale Deed for sale of plots/ units/ other tenements etc. with prospective purchasers and carry out such other works as mentioned in the said Power of Attorney. It is specifically agreed that the execution of the Power of Attorney does not discharge the Owner from performing any of the acts



under this agreement. In spite of power of attorney given by owner to developer ownership of said land or project belongs to owner only. Power of attorney will not sense to handover of ownership of land to any other person by owner. It is clearly agreed that Owner will do / perform duties to sign / present for registration of sale of project.

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all or any prior negotiations, representations or agreements, either oral or written and shall be legal, binding and capable of specific performance thereof.

18. Any notice to be given hereunder by a Party to the other Party shall be in English and shall be sent by Registered Post with Acknowledgement Due / Courier to the other Party at the address stated in the title of this Agreement above.

19. In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

20. Nothing in this Agreement shall be deemed to constitute a partnership or a joint venture between the Parties or to constitute any Party as the agent of the other Party.

21. All terms & conditions discussed hereunder this agreement are concrete & no changes to be done unless both parties agreed to do in writing. This agreement with all terms & conditions are applicable to legal heirs or survivors or nominees of both parties to fulfill & complete.

a) Location	Pachora Dist-Jalgaon
b) Zone as per ready reckoner	Residential
c) Rate for Residential Unit	Rs.16720/- per Sq. Mtr.
d) Area of Owners share (50 % of total FSI proposed to be consumed)	3651.67 sq.mtrs
e) Value of Owners share (Rule 33(a) (1))	$(3651.67) \times (16720) \times 0.85 =$ Rs.51897535/-
f) Area of total land	7303.35 Sq.mtrs
g) Market rate as per reckoner	Rs.2100 /- per sq.mtrs
h) Market Value of total land (Rule 33(b))	Rs.15337035/-
i) Market Value	Rs.51897535/- (being higher) Say Rs.51898000/-
j) Stamp duty	Rs. 2594900/-
k) Registration Fee	Rs.30000/-

SCHEDULE-I



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(Being the description of the Said land)

All that piece or parcel of land admeasuring 7303.35 sq.mtrs and bearing Plot Nos. 1 to 38 (Amalgated And Sub divided -ie Plot No. 1/1 to 1/12, Plot No. 2/1 to 2/04; 3 to 4/1 to 3 To 04/4, 5 to 7/01 to 5 To 7/8, Plot No. 8 to 10/01 to 8 To 10/8; Plot No. 11 to 12/01 to 11 To 12/

7, Plot No. 13 to 15/01 to 13 To 15/6, Plot No. 16 to 18/01 to 16 To 18/8; Plot No. 19 to 21/01 to 19 To 21/8; Plot No. 22 to 24/01 to 22 To 24/8; Plot No. 25 to 27/01 to 25 To 27/8, Plot No. 28 to 30/1, 28 To 30/6, Plot No. 31 to 38/01 to 31 To 38/13; Total Hundred Plots) out of sanctioned layout of S.No. 104/1 totally admeasuring about 1H.24R i.e. 12400.00 sq.mtrs (Amalgated And Sub divided Hundred Plots) situated at Krishnapuri, Pachora, District Jalgaon, and within the limits of the Pachora Municipal Councils shown in red ink in the plan annexed hereto and bounded as under:

On or towards EAST:- S.NO.104/2, Krishnapuri Pachora

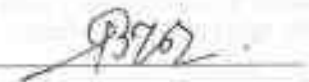
On or towards SOUTH:- 18 Mtr. Wide Existing Road.

On or towards WEST:- Adj S.NO105.

On or towards NORTH:- Adj S.No 102.

Together with all the easementary and other rights available or appurtenant thereto.

Pachora

1. 

OWNERS

Poonamachand Ramanand Mor

1. 

DEVELOPER

Shreyash Realities, Pachora

WITNESS:-

1. 
Sagar S. Lawangade
Pachora

2. 
Sandip I. Reul
Pachora

