

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14056051115960

Bank/Branch: INKL - 6510276/Aurangabad
Pmt Txn Id : 54651072
Pmt Dt/Tm : 30-Dec-2014 16:13:47
CallanIdNo: 65103772014123052881
District : 3101-AURANGABAD

Stationery No: 14056051115960
Print Dt/Tm : 30-Dec-2014 16:27:31
GRAS CMN : 7060043752712014155
Office Name : 108206-ARB2_AURANGABAD

StDuty Schm: 0030046401-75/STAND DUTY
StDuty Amt : R 10,49,900/- (Rs One Zero, Four Nine, Eight Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fee
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : 51g-4(iii)-Development Agreement
Prop Mvltty: Immovable Consideration: R 2,62,44,000/-
Prop Descr : Out No 94 Part, Nagar 1, Waluj Mahanagar, ...Tiegion, Aurangabad, Mahara
htre, 431136

Duty Payer: PAN-RAPFRS1890, Ms Kooj Developers
Other Party: PAN-RHUPM1677, Shagwat Khatarji Nagar and other

Bank official1 Name & Signature

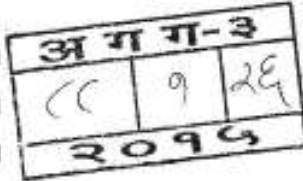
Samir
नितिन पोद्दार
Nitin Poddar

Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

THIS CHALLAN IS DEFACED

Arjun
Jt. Sub-Registrar
A'bad. No.3, A'bad.



e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed today on this
2nd December 2014, BETWEEN:
Jany

- 1) **Mr. BHAGWAT S/o MHATARJI MAGAR**
Age: 66 Years, Occ. - Agri. and Business,
R/o.: Vijayshri Colony, N-5, CIDCO, Aurangabad.
- 2) **Mr. HEMANTKUMAR S/o BIMALKUMAR TIBREWALA**
Age: 35 Years, Occ. - Agri. and Business,
R/o.: Vijayshri Colony, N-5, CIDCO, Aurangabad.

(Hereinafter called as **Owners** which expression shall mean and include all her heirs, successors, legal representatives, executors, administrators and assignees.)

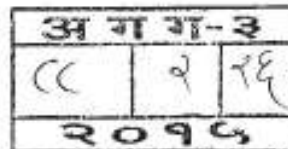
AND

M/s. RAAJ DEVELOPERS,

A Partnership firm having registration no. AU000000386

Through: it's Partners:

- 1) **MR. RAJENDRA S/o GHEWARCHAND DESARDA**
Age: 54 Years, Occ. - Business,
R/o: Plot No-24, N-1, CIDCO, Aurangabad.



2) **MR. RAMESHWAR S/o KANNIYALAL BHARUKA**

Age: 51 Years, Occ. - Business,
R/o: Plot No-24, Town Center,
CIDCO, Aurangabad.

3) **MR. SANDESH S/o RAJENDRA DESARDA**

Age: 26 Years, Occ. - Business,
R/o: Plot No-24, N-1, CIDCO, Aurangabad.

4) **MR. AKSHAY S/o SUSHIL JAIN**

Age: 26 Years, Occ. - Business,
R/o: Flat No. B-2, Raaj Galaxy,
N-6, M-30, CIDCO, Aurangabad.

5) **MR. NILESH S/o. SUBHASHCHANDRA AGRAWAL**

Age- 31 Years, Occ. - Business,
R/o. - R. H. No. 42, Venus Hsg. Society,
B/h- Hotel Nishant Park,
Beed by Pass, Aurangabad.

6) **MRS. SUREKHA W/o, MAHAVIR LALVANI**

Age- 54 Years, Occ. - Business,
R/o. - 304, Rathi Maxima,
Kolda Corner, Aurangabad.

[Hereinafter called as **Developer**, which expression shall mean and include all the present and future partners of the firm, heirs, successors, legal representatives, executors, administrator's assignees]

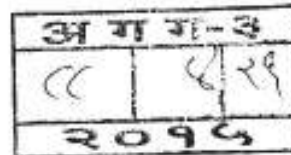
WHEREAS, the property land Gut No.94, Tisgaon, Totally admeasuring 6 H 17 R excluding patkhrab out of which to the extent of 00 H 81 R land, bounded by East: Remaining land of Gut No.94 and 18 mtr. Wide road, West: Land Gut No. 90, South: Remaining land of Gut No.94, North: Gut No. 91, 92, & 93, situated at Gut No.94, Tisgaon, Tq. and Dist.



Aurangabad, was owned and possessed by the owners by executing registered Sale Deed bearing no.4255 of 2011 on dated- 10/10/2011 registered at office of Sub-Registrar Aurangabad. The CIDCO Authority has also given No Objection Certificate for the above transaction vide letter no. CIDCO/LVO/WLJ(AUR)/2010/227 dated- 14/07/2011. As such, the Owner became the absolute title holder of the land Gut No.94, to the extent of 81 R situated at Tegaon, Tq. and Dist, Aurangabad.

AND WHEREAS, The Owner decided to develop the said plot, but due to their engagement in other businesses they found it difficult to develop by themselves and therefore, Owner approached the Developer and requested to develop their above referred property and Developer accepted the proposal of Owner on the following terms and conditions :-

- 1) That the Owner hereby undertakes that the property under development is free from all types of encumbrances and they are having absolute title as owner over the property.
- 2) That, in case any dispute of any kind arose in respect of the property under development, its area, boundaries or title, the same will be solved by the Owner at their own risk and responsibilities and ultimately Owner will indemnify the Developer for all losses sustained due to such dispute.
- 3) That, Developer will obtain the construction permission of the property under development at its own costs, risk and responsibility and for that purpose, it will deposit all necessary charges including deposit amount with the CIDCO / Town Planning Authority and it will also be entitled for refund of deposit amount after completion of construction., If any penalty / additional lease premium / service tax is required to be paid to CIDCO Authority, the amount of the said penalty/ additional lease premium / service tax, up to the date of occupancy certificate for not completing construction within stipulated period as per prevailing CIDCO norms, in spite of construction is being completed within period of this agreement, the same will be paid by the owner.

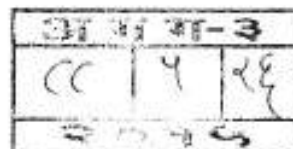


4] That the developer shall carry on the construction of the building strictly in accordance with the building permission granted by the CIDCO / Town Planning Authority, and it shall not cause any deviation from the said construction permission. If any deviation is caused by the developer while carrying on the construction, it will be the total responsibility of the Developer and it will have to pay the penalty if any imposed by the CIDCO / Town Planning Authority and in case any action is taken by the CIDCO/ Town Planning Authority for such deviation, the Developer will be totally responsible for the same.

5] That, the Owner delivered the possession of the property under development to the Developer and Developer will carry on the construction thereon at its own costs, risk and responsibility.

6] That, all expenses incurred for marketing purpose of the present project i.e. advertisement, hoardings, and brokerage will be borne by owner and developer in proportionate of 36:64. That sale consideration received from sale of each unit will be shared as 64% by developer and 36% by owner. However, by virtue of this development agreement developer will collect the total consideration of all units from the purchaser and thereafter he will pay 36% consideration to owner, after deducting the amount if any receivable from owner as the other clauses of this agreement.

7] That, specification of construction, material to be used and amenities to be provided for the construction will be as per specification given in Schedule "A" hereunder. However, if the any Purchaser desires to have any change in the specification or in the amenities mentioned in Schedule "A", the Developer will do such changes and will be entitled to receive the extra charges for such changes suggested by the Purchaser. Similarly, the Developer will also receive the extra charges for the water connection and electric connection, share money amount of society and other miscellaneous charges from the Purchaser.

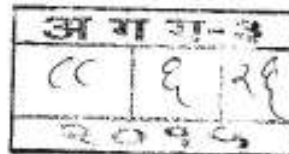


8] That, in case of extra F.S.I. became available on payment of premium, or T.D.R. is purchased, the said amount will be paid by the owner and sale consideration will be shared by owner and developers in proportionate of their share in sale consideration as referred above. If the owner did not pay the consideration of T.D.R. or premium of extra F.S.I., they will not be entitled to receive the sale consideration of construction on the basis of T.D.R. or extra F.S.I. Similarly, the premium for staircase is required to be paid, the same will be paid by the owner. However, penalty if any imposed by the CIDCO Town Planning Authority for violation of any terms and conditions of construction permission or for extra construction the same will be paid by the Developer. Premium if any required to be paid for enclosing the balcony, it will be shared by owner and developers in proportionate of their share in sale consideration.

9] That, the Developer will execute the Agreement to Sale and Sale Deed in favour of the purchaser in respect of all the construction but however the consideration amount received from the purchaser will be shared as stated above.

10] That the Developer will have to complete the construction of the Building within 30 months from the date of obtaining the commencement certificate from the Town Planning Authority. However, in case, the construction could not be completed within the said period for any reason beyond the control of the Developer which are given below the said period of construction will automatically stands extended.

- a) Non availability of steel, cement, other building material, water or electric supply.
- b) War, Civil Commotion or act of god.
- c) Any notice, order, rule, notification of government and/or other public or competent authority or any decree/order of any court/tribunal/authority.



d) Any stay or injunction order from any other court,

e) Pendency of any litigation,

f) Delay by local authority in issuing or granting necessary completion certificate or occupation certificate.

g) Any other circumstances beyond the control of the promoter/developer or force majeure.

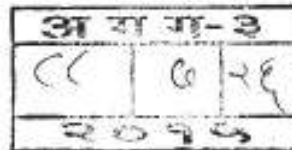
h) Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.

i) Delay in grant of any NOC/permission/license/connection instalment of any services such as elevators, electricity and water connections and meters to the scheme/flat/road etc. or completion certificate from any appropriate authority.

11) The Builder can mortgage or create any type of charge on the property under development and obtain the project loan thereon, for construction and development of the property under development.

12) That, Owner hereby undertakes that, they have paid all the taxes and charges of the State Government and that of local authority in respect of the property under development up to the date of commencement certificate and if any dues are found prior to this commencement certificate in this respect, the same will be paid by the Owner.

13) That, the Owner hereby undertakes that, it is absolute owner and possessor of the property under development and there is no defect in its title as a owner, nor, the Owner entered into any agreement in respect of the property under development up till now. If any defect in the title of the Owner or any dispute on account of title or boundaries or areas of the



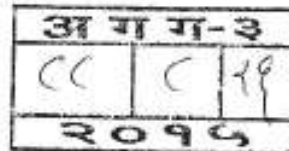
properly found, it will be total responsibility of the Owner and they will have to clear the same by taking proper steps at its own costs, risk & responsibility.

14) That the builder shall employ the services of the qualified architect and RCC Consultant for the construction of the buildings but their fees will be paid by the builder. Similarly, the developer may also employ services of legal adviser for the drafting of the documents either in between the owners and developer or owner, developer and purchaser, but, the expenses of such documents and fees of the advocate will be incurred and paid by the builder / developer.

15) That the parties hereto agree that in the event of any accident or damages is caused to the property or to the person such as labours, engineers, or to the property and or person of neighbors during the development of the said property, the builder shall be solely responsible to pay the compensation in that regard and the owners, shall not be responsible in any manner therefore.

16) That, if the developer thinks fit it may execute the declaration U/s. 2 of Maharashtra Apartment Ownership Act and submit the buildings being constructed on the property under development to the provisions of the said act. However, the developer at its discretion may instead of forming Flat Owners' Association, form the society of all unit purchasers and execute the conveyance deed in favour of society.

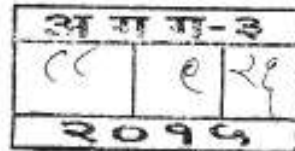
17) That, the Owners also executing the separate irrevocable general power of attorney in favour of the Partner of the Builder. Firm, thereby authorizing them to obtain the construction permission, to carry on construction, complete the construction work in all respect and to execute the declaration U/sec.2-A of the Maharashtra Apartment Ownership Act, to execute the mortgage deed and create charge on all units, and also to execute the Agreement to Sale and Sale Deed in respect of the all units and to do all other things which are essential to complete the project in all respect.



SCHEDULE "A"

SPECIFICATION OF THE MATERIAL AND AMENITIES TO BE PROVIDED FOR THE
UNITS RETAINED BY THE OWNER.

Sr. No.	Particulars	Apartments
1.	Structure	RCC Frame structure, designed for Earthquake Resistance
2.	Brickwork	Externally 6" thick & internally 4" thick, brickwork.
3.	Plaster-Internal	Internally neeru finished cement plaster, with O.B.D. Paint.
4.	Plaster-External	Double coat sand faced plaster, with cement paint.
5.	Doors-Main-Door	Teak Wood frame with laminated flush door & brass fitting.
6.	Doors-Internal Doors	RCC door frame with commercial flush door & chrome / M.S. fitting.
7.	Window	3 track aluminium window with MS safety grill.
8.	Flooring-Rooms	2" * 2" joint free ceramic tile flooring
9.	Flooring-Toilet	Gl. Tile dado up to lintel level for bath, with antiskid tile flooring & up to window sill level for W.C.
10.	Flooring-Kitchen Platform	Green marble top kitchen platform with S.S. Sink & gl. Tile dado upto 2 ft above kitchen platform
11.	Flooring (Stair)	Tread of Stair is of kota fandoor stone & riser is of joint free, Ceramic tile with M.S. pipe railing.
12.	Plumbing	Concealed Plumbing with best quality sanitary ware & C.P. Fitting.
13.	Electrification	Concealed wiring with 3.5 points in each room, power point in bathroom & kitchen, TV/ Telephone point in living.



IN WITNESSETH WHEREOF THIS DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON
31st DAY OF DECEMBER 2014, AT AURANGABAD.

OWNERS:

1) MR. BHAGWAT S/O MHATARJI MAGAR

[Signature]



2) MR. HEMANTKUMAR S/O BIMALKUMAR TIBREWALA

[Signature]



DEVELOPER:

M/s. Raaj Developers,
 Through: It's Partners;

1) MR. RAJENDRA S/O GHEWARCHAND DESARDA

[Signature]



2) MR. RAMESHWAR S/O KANNIYALAL BHARUKA

[Signature]



3) MR. SANDESH S/O RAJENDRA DESARDA

[Signature]



4) MR. AKSHAY S/O SUSHIL JAIN

[Signature]



5) MR. NILESH S/o, SUBHASHCHANDRA AGRAWAL

[Signature]



6) MRS. SUREKHA W/o, MAHAVIR LALVANI

[Signature]



WITNESSES:-

1) Mahesh Madanlal Baberwa
 Age- 29 Years, Occ. - Service,
 R/o. - N-2, CIDCO, Aurangabad.



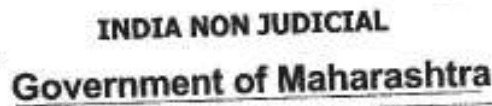
[Signature]

2) Kachru Gopinath Bhalerao
 Age- 37 Years, Occ. - Service,
 R/o. - Al-Kollhan, Post- Savangi,
 Tq. & Dist. - Aurangabad.

[Signature]

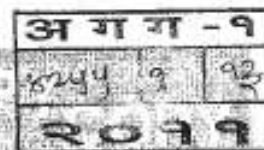


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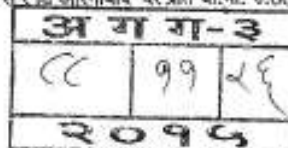


Issued by:
Spectra Holding Corporation of India Ltd
Location: SHCL - AURANGABAD
Signature: 
Details can be verified at www.shclstamp.com

1,41,840



मुद्रांक शुल्क, नोंदणी फी व प्रत्यक्ष व्यवहालक्षिता किंमत रु.35,46,000/-राशस्विय किंमत 35,46,000/-मिळकत तालुका औरंगाबाद हद्दीतील मौजे वीसगाव येथील जमीन र डि स र डि औरंगाबाद दर प्रति चौ.मी. रु.600/- ब्लॉक नं.11.1



1. The **category** of the Storage Certificate can be verified by **Audit and Compliance** Customer Relationship Officers and Sub-regional Offices (SROs).

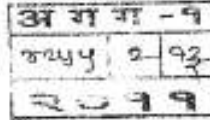
(2)

लिखित चेप्पार:-

- 1) श्री. भागवत झाठारजी मगर,
वय : 63 वर्ष, पंथा: शेती व व्यापार,
रा. बिबवशी कोलनी, एन-5, सिडको, औरंगाबाद
2) हेमंतकुमार बिमलकुमार ठिकरीवाला,
वय : 35 वर्ष, पंथा: शेती व व्यापार,
रा. बिबवशी कोलनी, एन-5, सिडको, औरंगाबाद

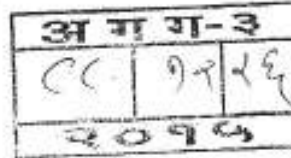
लिखित चेप्पार:-

- 1) राकेशकुमार जयराय नातखोडे,
वय : 37 वर्ष, पंथा: व्यापार,
रा. प्लॉट नं. 2, अशोकनगर, प्लॉट नं. 141, अ व बि. औरंगाबाद
2) मिलींद भागवत खडके,
वय : 36 वर्ष, पंथा: व्यापार,
रा. अवीध्यानगर, जलशाय
3) चंदन वसंतराव कोल्हे,
वय : 27 वर्ष, पंथा: व्यापार,
रा. कोल्हेनगर, जलशाय
4) मधुकर भागवत सरोदे,
वय : 42 वर्ष, पंथा: व्यापार,
रा. प्लॉट नं. 5, सहस्रबाग, हनुमंत, औरंगाबाद
5) जगन्नाथ पंढरीनाथ किनये,
वय : 64 वर्ष, पंथा: व्यापार,
रा. एन-7, सिडको, औरंगाबाद



कारणे जमीनीचे खरेदीदार लिखित चेप्पार की, अमनी (खरेदीदार क्र. 8187 दि. 12/10/2010 अन्वये) मालकी ताम्यातील निव्वळत तालुक औरंगाबाद इदीतील मौजे सीधगाव शिवायतील खनिन पट नं. (94) पूर्ण क्षेत्र 6 हेक्टर 17 आर, पेटखणम 00=13 आर, आकार 69 = 42 नैसे या पैसी भागवी संपूर्ण 81 आर जमीन, जिथे खुःसिया -

Stamp Duty Paid by		Stamp Duty Paid by	
Blanchard, M. M. M. M.		1st Party 2nd Party	
Stamp Duty Amount Rs. 1, 41, 840/-		Cash Cheque RTGS Pay Order A/c	
Cheque/DD/PD/RTGS/Account No.		RTGS Amount in Account Transfer	
Bank Name		Date 15/07/19	
Counter Signatures with Seal		Bank Name	



(5)

लिखित देणार:-

1) रमेशकुमार जयराम मारखेडे

2) मिलीन भागवत खडगे

3) चंदन वसंतराव कोल्हे

4) गणेश भागवत सलुंहे

5) नमराव चंडरीनाथ किनेगे

लिखित देणार:-

1) श्री. भागवत नारायणी मगर

2) हेमंतकुमार बिमलकुमार दिबरीवाल

सामग्री :-

1) महेंद्र आत्माराम खरत
वय:- 45 वर्ष, धंदा:- व्यापार
रा:- रा-5, सिडको, औरंगाबाद

2) प्रभाकर छगनराव जोशी
वय:- 58 वर्ष, धंदा:- व्यापार,
रा:- रा-12, हडको, औरंगाबाद



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२०१९		



श्री. महेंद्र सूर्यदास इ.प्र.दि.मि.
वय ३२ वर्ष
रा. शिवाजी नगर, औरंगाबाद



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