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Thursday,March 21 ,2013 नोंदणी क्र. 39म

5:55 PM Regn. 39M

पावती क्र.: 2867 दिनांक: 21/03/2013

पावतीचे नाव: विसपाद

दस्तऐवजाचा अनुक्रमांक: अमग5-2288-2013

दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट

सादर करणाऱ्याचे नाव: अमृत डेव्हलपर्सचे पार्टनर श्री. विजय रामदास साहूकार - -

नोंदणी फी	₹. 30000.00
दस्त हाताळणी फी	₹. 540.00
पृष्ठांची संख्या: 27	
एकूण	₹. 30540.00

आपणास हा दस्तऐवज अंदाजे 6:15 PM ह्या वेळेस मिळेल आणि सोबत बंधनेल दस्त व CD घ्यावी.

मूळ दस्त परत केले

Joint Sub Registrar Aurangabad V

बाजार मुल्य: ₹.33000000 /- मोबदला: ₹.33000000/-

भरलेले मुद्रांक शुल्क : ₹. 1320000/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 034774 दिनांक: 20/03/2013
बँकेचे नाव व पत्ता: The Akola Urban Co-Operative Bank Ltd. Akola Branch - Jalgaon
2) देयकाचा प्रकार: By Cash रक्कम: ₹ 540/-



DEVELOPMENT AGREEMENT

Zone :- II-3 @ 11-4 Per Sq. Mt.

Govt. Valuation :- ₹ 30,00,000 =/- Stamp Paid :- _____ /-

This development agreement is executed today on 20th day of MARCH 2013 at Aurangabad between:

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Mr. Satyanarayan Madanlal Chandak.

Age : 56 years, Occ. : Business,

R/o : Shanand, Nirala Bazar,

Aurangabad.

PAN No. ABAPC1606K

[Hereinafter called as OWNER which expression shall mean and include all his heirs, successors, legal representatives, executors; Administrators and assignees.]

AND

M/s. Amrut Developers,

A registered partnership firm,

Registered office at 207, Labh Chambers, Station Road,

Aurangabad. Through its Partner:

Mr. Vijay Ramdas Sakkarwar

Age : 35 Years, Occ : Business,

R/o:- 207, Labh Chambers,

Station Road, Aurangabad.

PAN No. AAKFA6857B

[Hereinafter called as **DEVELOPER** which expression shall and include their present and future partners, their successors, legal representatives, executors, administrators and assignees.]

WHEREAS the property **Plot no. 8** admeasuring 438.50 Sq. Mt., **Plot no. 9** admeasuring 438.50 Sq. Mt., **Plot no. 22** admeasuring 375.00 Sq. Mt., **Plot no.23** admeasuring 375.00 Sq. Mt., **Plot no. 24** admeasuring 375.00 Sq. Mt., **Plot no. 25** admeasuring 372.35 Sq. Mt., **Plot no. 38** admeasuring 372.35 Sq. Mt., **Plot no. 39** admeasuring 375.00 Sq. Mt., **Plot no. 40** admeasuring 375.00 Sq. Mt. **Plot no. 41** admeasuring 375.00 Sq. Mt., and two optional reservations

Seal of the Sub-Registrar No 5 Aurangabad

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namely Play field of 1500 Sq. Mt. and Primary School admeasuring 500 Sq. Mt. totally admeasuring **5871.70 Sq. Mt.,** forming part of **Land Gut no. 112, Plot no. 65** admeasuring 375.00 Sq. Mt., Plot **no. 66** admeasuring 375.00 Sq. Mt., **Plot no. 67** admeasuring 375.00 Sq. Mt, **Plot no. 68** admeasuring 375.00 Sq. Mt, **Plot no. 69** admeasuring 375.00 Sq. Mt, Plot **no. 70** admeasuring 375.00 Sq. Mt, and **Plot no. 71** admeasuring 495.62 Sq. Mt. **totally admeasuring 2745.62 Sq. Mt.** forming part of land **Gut no. 111** Situated at Village Tisgaon, Aurangabad **Total area from Gut No.111 & 112 is 8617.32 Sq. Mt.** purchased by owner under the registered sale deed bearing registration no. 5142/2012 dated 16.07.2012 registered at the office of Sub-registrar Aurangabad.

ANDWHEREAS the previous owner M/s. Tapadiya Construction Ltd., with intend to develop their property, prepared layout and got sanctioned from CIDCO Authority vide Letter no. CIDCO/SP(NT)/B/WLJ/2000/232 dated 25.05.2000 and also applied for obtain Non Agricultural residential use of above property as per application dated 25.01.2005 and as per that application the Collector of Aurangabad also grant permission for Non-Agricultural use for residential purpose in file no. 15/2005 as per order dated 12.09.2006.

ANDWHEREAS, the Owner desire to develop his property and construct thereon residential buildings, Flats and Row-Houses thereon, however Owner also doing other business and sale purchase of landed properties and he is busy in that business he is unable to develop the said property, therefore he approached to developer and requested to Develop the same and Developer also agreed for the same, therefore this Development Agreement on the following terms and conditions:-

Seal of the Sub-Registrar No. 5

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A) **Recitals:**

WHEREAS:-

1. WHEREAS the property **Plot no. 8** admeasuring 438.50 Sq. Mt., **Plot no. 9** admeasuring 438.50 Sq. Mt., **Plot no. 22** admeasuring 375.00 Sq. Mt., **Plot no.23** admeasuring 375.00 Sq. Mt., **Plot no. 24** admeasuring 375.00 Sq. Mt., **Plot no. 25** admeasuring 372.35 Sq. Mt., **Plot no. 38** admeasuring 372.35 Sq. Mt., **Plot no. 39** admeasuring 375.00 Sq. Mt., **Plot no. 40** admeasuring 375.00 Sq. Mt. **Plot no. 41** admeasuring 375.00 Sq. Mt., and two optional reservations namely Play field of 1500 Sq. Mt. and Primary School admeasuring 500 Sq. Mt. totally admeasuring **5871.70 Sq. Mt.,** forming part of **Land Gut no. 112, Plot no. 65** admeasuring 375.00 Sq. Mt., Plot **no. 66** admeasuring 375.00 Sq. Mt., **Plot no. 67** admeasuring 375.00 Sq. Mt. **Plot no. 68** admeasuring 375.00 Sq. Mt. **Plot no. 69** admeasuring 375.00 Sq. Mt. Plot **no. 70** admeasuring 375.00 Sq. Mt. and **Plot no. 71** admeasuring 495.62 Sq. Mt. **totally admeasuring 2745.62 Sq. Mt.** forming part of land **Gut no. 111** Situated at Village Tisgaon, Aurangabad **Total area from Gut No.111 & 112 is 8617.32 Sq. Mt.**

2. That the Owner is in possession and occupation of property described in Schedule-A and has not agreed, committed or contracted or entered into any agreement for sale, mortgage or lease or for anything of the said property or any part thereof to any persons or person other than the Developer and that he has not created any mortgage charge or any other encumbrances on the said property described in Schedule-A.

3. The Owner declares that it is entitled to enter into this Agreement with the Developer and has full right and authority to sign and execute the same.

4. The Owner is interested to develop the property only to the extent of **Total Area 8617.32** as described in Schedule-A which is the property to be developed, hereinafter and demarcated with Red color.

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5. The owner's specific requirement is to fully develop the property described in schedule-A, within period of 36 + 06 (grace period) months from the date of construction permission sanctioned by CIDCO authority (to be counted from Date of sanction of construction permission) and not more than that, and time shall always be essence of contract. However during development of the property anybody claim on the property or any dispute arise regarding title or boundaries of the property same will be defend by the owner, if the said dispute not settled, the time of development will be extend till the dispute resolve.

6. The Developer on assurance of owner regarding absolute ownership and clear and marketable title of the property and with the help of its legal and business advisers to its at the most satisfaction have verified all that of the property described in schedule-A in turn including, but not limited to title, possession, documents, deeds, proceedings, records, orders, permissible development etc, and have done of all sort of due diligence in all respect.

7. The developer have represented and assured the Owner that it has sufficient experience in the business of the development & construction & marketing and is having capital funds, materials, machinery, infrastructure, skilled manpower, skilled consultants & all that required to fully develop the developed units in the property described in Schedule-A in the letter and spirit at developer's own costs and expenses, as per requirement, that to within prescribed period of 36+06 (grace) =42 months from construction permission. Time period for construction permission will be 3 month, from the date of this Agreement & nor more than that.

8. These recitals shall be part and parcel of Terms and conditions of this agreement.

Seal of the Sub-Registrar No

B) Terms and conditions

THE PARTIES AGREED TO ENTER IN TO THIS DEVELOPMENT AGREEMENT FOR PROPERTY DESCRIBED IN SCHEDULE-A, ON THE TERMS AND CONDITIONS MENTIONED HEREINUNDER:-

a) **Property to be Developed.**

The property to be developed under this agreement by developers at their own cost and expenses as described in Schedule-A, herein under.

b) **Construction and other permissions**

1. The developer, in consultation with owner, within 90 days after execution of this agreement, shall at their own cost and expenses complete all requisite formalities which may be required for preparation and submission of proposal, application, designs, building maps, layout etc. which all required for carrying out agreed development, on property described in Schedule-A.
2. Such necessary application/s to all necessary competent authorities, CIDCO, Corporation, Town Planning Department shall be submitted within 90 days by Developer. If the dues or charges or expenses paid by the developer on behalf of owner it will be repay by the owner to the developer from sale the constructed units of owner share.
3. The Developer shall ensure that all requisite permissions and sanctions for agreed development is obtained from competent Authorities as early as possible from execution of this agreement.

c) **Development Time**

1. The Developers agrees to commencement of entire Development at the most within 36 + 06 (Grace) = 42 months from date of sanction of Construction Permission, this time shall be called as permitted development time.

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2. It is agreed that always time shall be essence of contract for subsistence and continuation of Development Rights of Developer unless the Positive events are taken place as mentioned in clause f.) Consequences of Delay.

3. It is further clarified that developer shall be free to apply paint and fix accessories and fittings to new constructed unit before the time of actual sell, transfer of such unit to customer and such delay shall not be termed as delay.

d) Development Rights and Liabilities:-

1. Subject to performance of terms and conditions of this agreement particularly of clause nos. c) Development Time, and e) Consideration and f) consequences of Delay and g) Termination, Owner/s hereby permit and physical possession handover to Developer to develop, construct a complete Scheme consisting of standard Duplex / Row-House / Flats / Bungalow, as per specification given in Schedule B on the property described in Schedule – A.

2. The development of the property shall mean that the Developers shall at its own cost and expenses at the most within period mentioned in Development time, to develop in letter and spirit a complete Scheme consisting of Duplex/Row-House/Flats/Bungalow to be developed in all respect by obtaining all necessary permissions, sanctions.

3. The developer shall, Subject to terms and conditions of clause nos. c) Development Time and e) Consideration and f) consequences of delay be entitled negotiate and sell for consideration developed units to customers and receive consideration. That once Developer or Owner obtained booking amount from prospective purchasers same will be binding on the owner and developer and it is mandatory on the part of owner and developer to conclude the contract by complying all the terms and condition of the same without any demur.



4. The developer shall on their own bear all sort of costs and expenses which may be incurred to obtain permissions, sanctions, plans, drawings, hiring consultants, manpower, construction materials and all other expenses which will incur to in time, fully develop the property. However Service Tax, and all open land taxes up to date will be born by owner Vat and all other applicable due to development of housing project it will be paid by developer only and it will be deposited on each and every receipt of payment again sold constructed unit, if the constructed units sold by developer in that Situation the Developer shall recovered from buyer and deposit to the concern department.

5. The parties agrees that in time stage wise and entire development is very essence of contract and promised rights of the developers are subject to timely development of the property in all respect within agreed time frame.

6. The development shall be carried out within Development time limit mentioned hereinabove and shall as per specification of construction as mentioned in schedule B.

7. The Developer can take Loan/finance in its own name and exclusively payable by Developer alone, and for that purpose they can execute security/mortgage of property described in Schedule-A .

8. However the Developer assures that he shall from his own income/share clear the said loan with first priority and maximum receipt of consideration of Developer's share receivable from of sale of developed units shall be first apportioned to repayment of such Loan from his share (developer).

9. In case due to any reason, either because of non-development, delayed development, this agreement terminates or entire loan is not cleared promptly by releasing charge/mortgage over property described in Schedule-A, then the Owner shall be kept indemnified

Sub-Registrar No 5

and entitled to recover the due amount from Developer in from of deposit recovered & the unit that were bear constructed.

10. Not withstanding the development agreement is fructified or not, the Developer agree to keep the Owner harmless and indemnified in all that respect and any how shall clear entire dues of taken entire loan on his own.

11. During the subsistence of this agreement, it shall be sole responsibility of Developer to protect the property from illegal use, encroachment, miss-use and in all such cases the Developer shall keep the Owner indemnified.

12. The entire development activities done by the developers by following and in compliance with all applicable-Laws and with at-most due diligence and shall keep the owner indemnified, harmless from all proceedings, suits, claims arising because of any mishap, accident, breach of contract, non payment etc.

13. The Developer shall alone be responsible, liable for all prospective purchasers of developed units and shall keep the owner indemnified at cost and expenses of Developers to the extent of Developers share.

14. In Case during existence of this agreement or after its compliance if in future the FSI is increased, then the Developer shall be entitled to utilize the such increased FSI on already developed/constructed property and in such case the owner shall be entitled to his share as mentioned in this Agreement.

15. The Owner shall, execute a registered Power of attorney thereby granting :-

i. Irrevocable Power to sell and execute registered deeds and documents such as booking receipts, Agreement of Sale, Deed of Declaration, Mortgage Deed, release deed and other deeds and documents, which are essential to for development as well as sale the constructed portion. **The sale Deed will be done after counter signature of the confirming party only.**



ii. The Owner hereby permits the Developer and the Developer shall develop at his own costs, efforts and expenses "the said property" more particularly described in the Schedule-A hereunder written. For development of the said property, the Developer shall be entitled to apply for and obtain construction permission from CIDCO authority by paying all the deposits and fees for the same and he also shall obtain water connection, drainage connection, by paying all the charges, fees and deposits in the name of Owner. That the Developer will also be entitled to obtain for refund of deposit, after completion of the construction from CIDCO authority. The Developer necessary sanctions and necessary permissions from all other concerned authorities for commencement and completion of the construction on the said premises complete the construction work, to construct flatted building and Row-Houses etc. and to necessary departments, competent authorities on behalf of Owner to obtain all permissions and sanctions which all required for fully developing the property described in Schedule-A.

iii. Power to give security to the extent of Loan amount decided by owner. By way of mortgaging the project property described in Schedule-A.

iv. Power to execute, register the mortgage deed to the extent of Loan amount decided by owner. Only and not more than that, **however the Developer not entitled sign alone developer along owner shall sign deed of mortgage jointly.**

v. Subject to receipt of minimum agreed rate mentioned on agreed price List, authority and power to negotiate, sale, execute sale deed to/ with the prospective customers, with counter signature of owner.

vi. However if the developer once commence construction work it will not treated delayed development in any situation or reasons, but if

the construction work not commence within 42 months due to any reason on the property under development delayed development to the extent only the area on which construction not commence.

e) **Deposit and Consideration**

i. The Developer as a condition precedent to this agreement the Developer shall pay Rs.50,00,000/-(Rupees Fifty Lakhs Only) as a refundable interest free Security deposit to the Owner as under:-

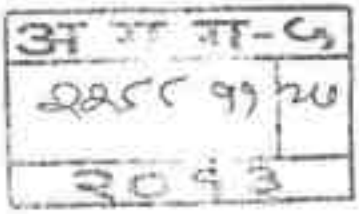
Sr.	Cheque	Date	Amount	Bankers
01	74220	07.08.2010	11,00,000	SSUCB
02	78279	17.11.2010	15,00,000	SSUCB
03	166319	Will pay on Building permission	24,00,000	SSUCB
		Total	50,00,000	

ii. The Owner hereby ackrowledges the receipt of amounts as mentioned herein above.

iii. In other cases than above clause, the said interest free deposit of 50,00,000/- (Fifty Lakhs Only) has to be refunded from the 43% share of Owner as mentioned in Schedule-D out of amount received from the sale residential units.

iv. In consideration of 1) complete development of units, in its letter and spirit as per Clause above, and 2) that to within permitted development time and 3) owner receiving of agreed least share as defined in **Schedule-D**, the Developer shall be entitled to receive consideration as described in **Schedule-E** out of Sale amount.





v. It is agreed that an escrow Bank Account shall be opened in the joint name of both the parties and entire receipt out of sale of developed units shall be compulsorily deposited in said account.

vi. Out of total amount deposited in escrow account which is operated by owner and Developer jointly, Developer shall be paid 43% share to Owner and remaining 57% share will be retain by developer and the amount deposited in said account will be transfer immediately as an when amount deposited in said account as per ratio of Development Agreement.

vii. After payment of agreed share of owner, Developer can receive his share as per Schedule-E however out such received share of developer, he shall ensure that substantial amount is repaid to Bank/financial institution which has advances loan for this project and have charge over property described in schedule-A or its part.

viii. Escrow account shall be operated with joint signatures of both the parties. It is specifically agreed that Developers shall deposit the entire receipt of sale/booking consideration of developed property only in said Escrow Account and no other account and shall further assure the share of owner as defined in Schedule-D is anyhow deposited and secured.

ix. Not withstanding any thing written herein this agreement it is agreed that Developer shall be only entitled for share in consideration only of developed unit and its part, but shall not be enfitled any interest, consideration in open, undeveloped or half developed land and after permitted development time and non happening of positive event same shall remain as exclusive property of Owner.

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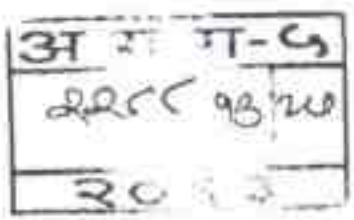
f) Consequences of Delay In Development

1. In case Developer fails to commence development of Property Described in Schedule-A any part thereof, within maximum time frame as mentioned in clause no. C of Development Time then Owner at his sole discretion shall have two options.
2. First option shall be to extend development time limit as mentioned in clause c) Development time and in such case a owner will in writing grant extra time, as he may deem fit and such time shall be deemed to be c) development Time for this agreement, and happening of this event shall be termed as positive event OR
3. However it is clarified that nothing in this shall prevent the Developer from selling fully developed unit as per clause no. c) Development period, as per terms of this agreement.

g) Termination

1. In case the Developer commits material breach and/or breach of condition precedents and is not cured even after 30 days notice or
2. In case the Developer fails to commence development within agreed period or
3. In case Developer Fails to commence the property described in schedule-A within permitted development time as per clause c) Development period and no positive event as mentioned in clause f) consequences of delay is occurred then this agreement shall terminated to the extent of undeveloped area from property described in Schedule-A.
4. That the developer after obtaining construction permission construction work commenced on the property under this development, then any situation owner will not entitle to terminate this agreement.





h) **Consequences of Termination**

1. The owner/s shall be exclusive beneficiary of undeveloped area of property described in Schedule-A and the Developer shall not have any claim on it
2. This agreement shall remain valid to the extent of sell of fully developed units by developer, developed as per this agreement
3. The Developer shall forthwith remove, release charge of Banker, financial institution by paying due amount or by giving any other security.
4. The developer shall remove his labors, articles and peacefully vacate the undeveloped/not fully developed area for exclusive use of owner/s

i) **Effect of Recitals**

The recitals of this agreement shall be deemed to be covenants agreed by the Parties.

j) **Waiver**

The failure of a party to prosecute its/his rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

k) **Severability**

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms (provided that they are not fundamental to the agreement) shall be severable from the remaining terms, which shall continue to be valid and enforceable.

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l) **Arbitration and Governing Law**

1. Any dispute/s, difference/s or question/s, which may, arise at any time hereafter between the Franchisee and the Grantor touching the true construction of this agreement or the rights and liabilities of the parties hereto. The Parties hereby with free will agrees that all the disputes shall be referred to the sole, arbitrator and the sole arbitrator to be mutually appointed Adv. Anil Malani accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force.

2. The venue of such Arbitration shall be at Aurangabad only and Court of law at Aurangabad shall alone have exclusive jurisdiction and no other court shall have jurisdiction and to deal with the arbitration proceedings and the awards in accordance with law.

m) **Entire Agreement**

This agreement constitutes the complete agreement between the parties and supersedes all prior discussions, representations, proposals, agreements or understandings, written or oral, with respect to the subject matter discussed herein.

n) **Amendment**

No modification of this agreement will be effective unless contained in writing, agreed and executed by an authorized representative of each party.

o) **Cost and Expense**

1. The cost and expenses of this agreement including Stamp duty and registration charges are to be exclusively born by Developer.



2. Developer shall alone be liable for all sort of development activities, labor payment, contractors fees, materials cost together with all sort of expenses which all required for complete development of property described in Schedule-A.

3. **That the Owner shall bear the cost towards the Development of the lay-out such as internal roads with Tar, drainage line, water line, street lights, open space development, plantation, electrical cable work etc.**

4. The cost of Arbitration proceedings and litigation of both parties shall be initially born equally by both parties however respective party shall be liable for cost as per final decision of award / Appeal Arbitrator/ Adjudicator etc.

p) **Non-Assignment**

Developer shall not assign, transfer any rights and/or obligations, under this Agreement to any third party without the prior written consent of the Owner.

r) **Relationship**

This Development Agreement does not create an employer-employee relationship between the Parties, nor that of any agency, joint venture nor partnership. Each Party shall not in any way responsible for the illegal acts or omissions of other Party.

s) **Tax Liability**

The Income Tax, up to the extract of own part liability of the owner & developers will be to the extent of the amount they received from the sale of constructed units. As well as if any income tax benefit gets as a mega housing scheme project then it will get to the owner & developer as per their agreed share i.e. as described in Schedule-D & E respectively. However all other taxes, dues which all required for development shall be exclusively paid by the Developer.



SCHEDULES REFFERED IN THIS AGREEMENT

Schedule-A

(Description of entire property)

WHEREAS the property **Plot no. 8** admeasuring 438.50 Sq. Mt., **Plot no. 9** admeasuring 438.50 Sq. Mt., **Plot no. 22** admeasuring 375.00 Sq. Mt., **Plot no.23** admeasuring 375.00 Sq. Mt., **Plot no. 24** admeasuring 375.00 Sq. Mt., **Plot no. 25** admeasuring 372.35 Sq. Mt., **Plot no. 38** admeasuring 372.35 Sq. Mt., **Plot no. 39** admeasuring 375.00 Sq. Mt., **Plot no. 40** admeasuring 375.00 Sq. Mt. **Plot no. 41** admeasuring 375.00 Sq. Mt., and two optional reservations namely Play field of 1500 Sq. Mt. and Primary School admeasuring 500 Sq. Mt. totally admeasuring **5871.70 Sq. Mt.,** forming part of **Land Gut no. 112. Plot no. 65** admeasuring 375.00 Sq. Mt., Plot **no. 66** admeasuring 375.00 Sq. Mt., **Plot no. 67** admeasuring 375.00 Sq. Mt, **Plot no. 68** admeasuring 375.00 Sq. Mt. **Plot no. 69** admeasuring 375.00 Sq. Mt, Plot **no. 70** admeasuring 375.00 Sq. Mt. and **Plot no. 71** admeasuring 495.62 Sq. Mt. **totally admeasuring 2745.62 Sq. Mt.** forming part of land **Gut no.** 111 Situated at Village Tisgaon, Aurangabad **Total area from Gut No.111 & 112 is 8617.32 Sq. Mt. Bounded by:-**

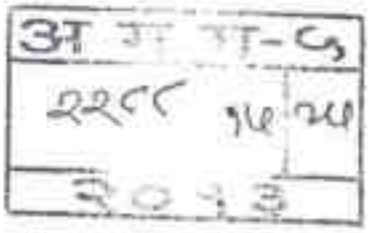
Common Boundaries of Plot No. 8 & 9

Towards East :- Plot No. 10

Towards West :- Plot No. 07

Towards south :- Plot No. 03

Towards North :- 9.00 mtrs. Wide Road





Common Boundaries of Plot No. 22,23,24 and 25

Towards East :- 7.00 mtrs. Wide Road

Towards West :- Plot No.14 to 17

Towards North :- Plot No.21

Towards South :- 9.00 mtrs. Wide Road

Common Boundaries of Plot No. 38, 39,40 & 41

Towards East :- 7.00 mtrs. Wide Road

Towards West :- Balwadi

Towards North :- Plot No. 42

Towards South :- 9.00 mtrs. Wide Road

Common Boundaries of Plot No. 65,66,67,68,69,70 & 71

Towards East :- Plot No. 72 to 77 & Police Chowki

Towards West :- 9.00 mtrs. Wide Road

Towards North :- Plot No. 64

Towards South :- 15.00 mtrs. Wide Road

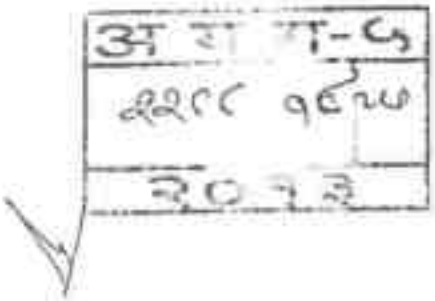
Boundaries of Play filed & Primary School

Towards East :- Plot No. 38 to 42

Towards West :- Remaining Part of Gut No.111 & 112.

Towards North :- Plot No. 44 to 45

Towards South :- 9.00 mtrs. Wide Road







SCHEDULE-B

SPECIFICATIONS OF CONSTRUCTIONS

Structure	:-	RCC framed structure
Walls	:-	Outer walls 6" brick inner 4" brick.
Plaster	:-	Internal plaster in neeru finish and external sand Face plaster.
Doors	:-	Main door : Decorative flush Doors, Other door Pre-cast frame oil painted flush door.
Kitchen OTTA	:-	Kadappa with SS Sink
Plumbing	:-	Concealed G.I. type with C.P. Fitting
Flooring	:-	In all rooms Ceramic tiles.
Galzed Tiles	:-	In W.C. glazed tiles up to 4 ft. Height, in Bath tiles up to 7ft. In Kitchen Glazed tiles up to 4 ft. on Otta.
Windows	:-	Aluminum two track sliding windows with safety M.S. Grill
Electrifications	:-	In Patti wiring electrification of copper wiring room 3.5 points in each room and power point in kitchen and bathroom.
Painting	:-	Oil bond Distemper from inside and cement paint from outside, white wash to selling, oil paint to doors and windows grills.

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Schedule-C

(Description of Security Deposit Payment)

1) Developer will pay total security deposit of 50 lacs out of which 26 is Lacs already paid.

2) 24 lacs on building permission

REFUND OF DEPOSIT BY OWNER TO THE DEVELOPER

1) 25 lacs on total receipt of 5 Crore

2) 25 lacs on total receipt of 10 crore

Schedule-D

(Share of Owner)

For the units, which are fully developed in all respect, in its letter and spirit, the Owner shall be entitled to 43% of total sale consideration.

Schedule-E

(Share of Developers)

For the units, which are fully developed in all respect, in its letter and spirit, the Owner shall be entitled to 57% of total sale consideration.

Seal of the Sub-Registrar No. 5 Aurangabad

३ रु. ४T-S
२२८ २०२७
२०२३

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SIGNED THIS DEVELOPMENT AGREEMENT IN THROUGH OUT PRESENSE OF THE WITHNESSES MENTIONED HEREINUNDER.

OWNER

Mr. Satyanarayan Madanlal Chandak

DEVELOPER

M/s. Amrut Developers,
Through its Partner:

Mr. Vijay Ramdas Sakkarwar

WITHNESS

1 Shri Baheerabek Balaraheb Dukare
AGE: 29. OCC: Service
R/O- Vedant nagar, Aurangabad

2 Shri Sagar Mohan Pidwani
AGE: 29 OCC: Business
R/O- Paithan Gate, Aurangabad

Sub-Registrar No 5

3	T-5
2211	2920
3093	

गा.न. ७, ७, अ.व १२

गाव : निपाणी — तालुका : — औरंगाबाद

भूमापन क्रमांक	उ. वि.	धारणा प्रकार	भोगवटादाराचे नाव	खाते क्रमांक
११७			कारणा पुरती उतारा.	

कुळाचे नाव

इतर अधिकार

क्षेत्र	हे. आर
जिरायत	३ – ०५
बागायत	
एकूण	३ – ०५
पोट खराबी	० – ०३
वर्ग (अ)	
वर्ग (ब)	
एकूण	० – ०३
आकारणी (रुपये – पैसे)	४ – ३५
जुडी किंवा विशेष आकारणी	
एकूण	

फेरफार क्रमांक :
६३ – ३०३.०
६६ – ३०३.०
६७ – ३०३.०
६८ – ३०३.०
६९ – ३०३.०
७० – ३०३.०
७३ – [illegible]
(६०५८)

गाव न. नमुना ७ अ — गाव न. नमुना १२

वर्ष	हंगाम	पिकाखालील क्षेत्र (मिश्र / निर्भेळ)									लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२०१२ – २०१३	–	पडीत												

नक्कल दिनांक [illegible] / / २०१३

तलाठी
सजा [illegible]
ता. जि. औरंगाबाद

अ. नं.
नक्कल उतारा दिला

ता. आज
तारीख

तलाठी

Seal of the Sub-Registrar No. 5

अ [illegible] – ५
२२०८ / २०१३

फॉ. क्र. ७, ७, अ.य १२

तालुका : छत्रपती संभाजीनगर

४१८.			

	हे. आ	चौ. मी
जिरायत	९	८९
बागायत		
एकूण	९	८९
पोट खराबा	०	२५
पाणी (अ)		
खाणी (ब)		
एकूण	०	२५
सरकारी		८९
आकारणी	९०	३१
पुढील वेळेस विशेष आकारणी		
एकूण	९७	३५

- ४३८.७०
- ४३८.३०
- ३७५.९०
- ३७५.१०
- ३६३.००
- ३७२.००
- ३७२.७०
- ३७१.९०
- ३७३.७०
- ३७३.००
- ३७६.१०
- ३७५.१०

तलावाची - ७०० चौ.मी.
चोरीया चौकी - ७०० चौ.मी.
अंतर्गत रस्ता - ११५० चौ.मी.

गाव न. क्र. ७ अ

(८ ८३८)

गाव न. १२

अ. नं.	आकारी जमीनधारकाचे नाव	दिवाणी न्यायालय	महसूल न्यायालय	दिवाणी न्यायालयाचे हुकूम होण्यापूर्वी	दिवाणी न्यायालयाचे हुकूम होण्यापूर्वी	दिवाणी न्यायालयाचे हुकूम होण्यापूर्वी	दिवाणी न्यायालयाचे हुकूम झाल्यानंतर	दिवाणी न्यायालयाचे हुकूम झाल्यानंतर	दिवाणी न्यायालयाचे हुकूम झाल्यानंतर	महसूल व इतर न्यायालयांचे आदेश झाल्यानंतर		जबाबदारीतून मुक्तता	शेरा
				जिल्हा न्यायालय	तालुका न्यायालय	तालुका दिवाणी न्यायालय	जिल्हा न्यायालय	तालुका न्यायालय	तालुका दिवाणी न्यायालय	जिल्हा न्यायालय	तालुका न्यायालय		
				₹.प	₹.प	₹.प	₹.प	₹.प	₹.प	₹.प	₹.प		
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४
	-					४३८							

नक्कल दि. ३१/१२/२०२३ तलाठी

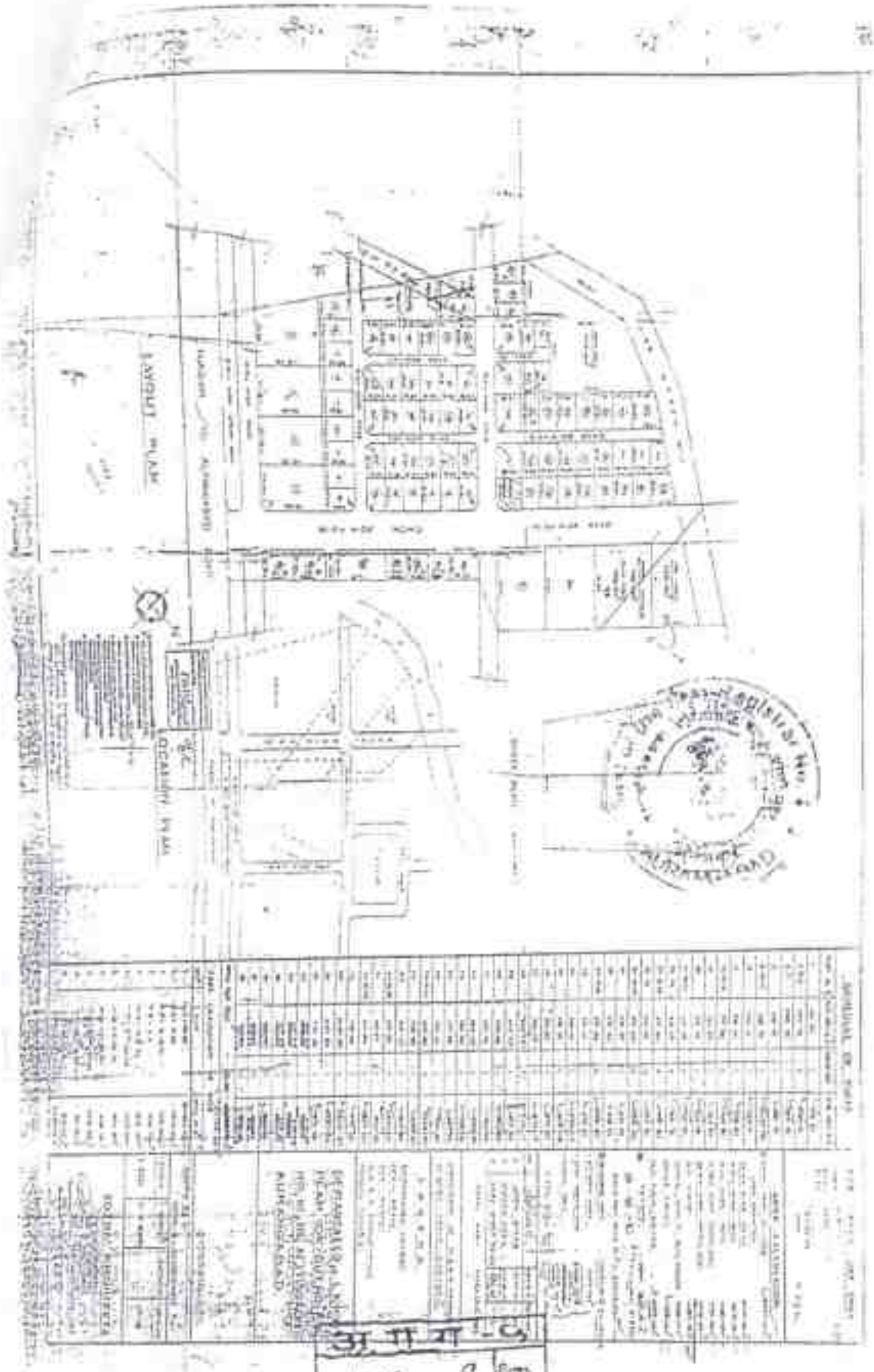
अ. नं.
नक्कल अपला दिला

छा. आज
साक्षीदार

तलाठी

Seal of the Sub-Registrar No 5 छत्रपती संभाजीनगर

अ ८-५
४२८ २३ २७
२०२३


Sub-Registrar
Sub-Registrar



भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदणी क्रमांक/Enrolment No.: 1007/20097/06257

आपला आधार क्रमांक / Your Aadhaar No.:
6607 0130 3345
आधार – सामान्य माणसाचा अधिकार

UB 03228744 1 IN

भारत सरकार
GOVERNMENT OF INDIA

Vijay Ramdas Salunkhe
जन्म दिनांक / Year of Birth : 1974
पुरुष / Male

6607 0130 3345

आधार – सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदणी क्रमांक/Enrolment No : 1007/20097/0626

UB 03550745 5 IN

आपला आधार क्रमांक / Your Aadhaar No

4126 8869 5407

आधार – सामान्य माणसाचा अधिकार

भारत सरकार
GOVERNMENT OF INDIA

Babasaheb Bansaheb Dukare
जन्म दिनांक / Year of Birth : 1960
पुरुष / Male

4126 8869 5407

आधार – सामान्य माणसाचा अधिकार

PERMANENT ACCOUNT NUMBER
ABAPC1600K
SATYANARAYAN MADANLAL CHANDAK
FATHER'S NAME
MADANLAL GOVERDHANDAS CHANDAK
DATE OF BIRTH
15-04-1958
COMMISSIONER OF INCOME-TAX, NASIK

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
SAGAR MOHAN PIDWANI
MOHAN SAMUMAL PIDWANI
24/07/1986
Permanent Account Number
BQGPP0555P

सह-दुय्यम निबंधक वर्ग-२
औरंगाबाद क्र.५

[redacted]
गुरुवार,21 मार्च 2013 5:56 म.नं.

दस्त गोषवारा भाग-1

अरग5
दस्त क्रमांक: 2288/2013

दस्त क्रमांक: अरग5 /2288/2013

बाजार मुल्य: रु. 3,30,00,000/- मोबदला: रु. 3,30,00,000/-

भरलेले मुद्रांक शुल्क: रु.13,20,000/-

दु. नि. सह. दु. नि. अरग5 यांचे कार्यालयात

अ. क्र. 2288 वर दि.21-03-2013

रोजी 5:55 म.नं. वा. हजर केला.

पावती:2867 पावती दिनांक: 21/03/2013

सादरकरणाराचे नाव: अमृत हेव्हलपर्सचे पार्टनर श्री. विजय रामदास साहूकार - -

नोंदणी फी ₹. 30000.00

दस्त हाताळणी फी ₹. 540.00

पृष्ठांची संख्या: 27

एकूण: 30540.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Aurangabad V

Joint Sub Registrar Aurangabad V

दस्ताचा प्रकार: डेव्हलपमेंट अॅग्रीमेंट

मुद्रांक शुल्क: (दीड) कॉर्पोरेशनी क्षेत्रासाठीच्या किंवा नगर पंचायत किंवा स्थानगत असलेल्या कॉर्पोरेशनी क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश विकास प्राधिकरणाच्या हद्दीत असलेल्या कॉर्पोरेशनी क्षेत्रात वगळून, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रथम बाजार मुल्याचे निर्धारण) नियम, 1995 अन्वये अधिसूचित झालेल्या नागरी विकासपट्ट्यातील दराप्रमाणे प्रदान केलेला.

नियुक्ता क्र. 1 21 / 03 / 2013 05 : 50 : 46 PM ची वेळ: (सादरीकरण)

नियुक्ता क्र. 2 21 / 03 / 2013 05 : 55 : 56 PM ची वेळ: (फी)

Seal of the Sub-Registrar No 5 AURANGABAD

[Sarita v1.0

...mmary-2(दस्त गोषवारा भाग - २)

21/03/2013 5:59:36 PM

दस्त गोषवारा भाग-2	प्रकार
	दस्त क्रमांक 2268/2013

दस्त क्रमांक :अवप5/2268/2013
दस्तचा प्रकार :-डेव्हलपमेंट अँग्रीमेंट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:लक्ष्मीनारायण बलरामजी चांडक पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, गल्ली नं: -, शिवाजी बाजार, औरंगाबाद-, Aurangabad (MH), Maharashtra, Aurangabad, Non-Government पॅन नंबर:ABAPC1600K	लिहून देणार वय :-56 स्वाक्षरी :-		
2	नाव:अमृत डेव्हलपर्सचे पार्टनर श्री. विजय रामदास सहुजवार - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, गल्ली नं: -, प्लॉट नं: 207, तरुण जेवर्स , मेनन गेट, औरंगाबाद-, महाराष्ट्र, औरंगाबाद पॅन नंबर:AAKFA6857B	लिहून घेणार वय :-36 स्वाक्षरी :-		

वरील दस्तऐवज करुन देणार यांनी डेव्हलपमेंट अँग्रीमेंट या दस्त लिहून घेणार यांचेकडे रु.पूर्ण करुन.
सिद्धा क.3 ची वेळ:21 / 03 / 2013 05 : 58 : 09 PM

ओळख :-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात. ओळखतात, व त्यांची ओळख पटविली.

अनु क.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:दामोदर काकासाहेब दुधरे वय:29 पत्ता:वेरूळरोड, औरंगाबाद पिन कोड:431001	स्वाक्षरी		
2	नाव:सतार मोहम्मद शिकलगर वय:29 पत्ता:औरंगाबाद पिन कोड:431001	स्वाक्षरी		

सिध्दा क.4 ची वेळ:21 / 03 / 2013 05 : 59 : 18 PM

सिध्दा क.5 ची वेळ:21 / 03 / 2013 05 : 59 : 41 PM. पोहोची पुस्तक 1 मध्ये

Joint Sub Registrar Aurangabad V

	T-5
	2268 2013
	2013

Seal of the Sub-Registrar No 5 औरंगाबाद क्र. ५ यांची मुद्रा

एस दस्ताऐवजाचा एकुण २५ पाने आकारणी 2268/2013

सह.दुय्यम निबंधक वर्ग-२
औरंगाबाद क्र.५

१ नंबरचे मुद्रांक : वि. 21/3/2013

सह.दुय्यम निबंधक वर्ग-२
औरंगाबाद क्र.५

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[illegible]
22/03/2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. औरंगाबाद 5
दस्त क्रमांक : 2288/2013
नोंदणी :
Regn:63m

गावाचे नाव : 1) तिसगांव

(1)विलेखाचा प्रकार	डेव्हलपमेंट अॅग्रीमेंट
(2)मोबदला	33000000
(3) बाजारभाव(भाडेपटट्याच्या बाबतिलपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	33000000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) वाळुजचे नाव:औरंगाबादइतर वर्णन :, इतर माहिती: मौजे. तिसगाव ता.जि.औरंगाबाद येथील गट नं. 111 व 112 मधील 6617.32 चौ.मीटर क्षेत्रावरील विकास करारनामा. ((GAT NUMBER : 111,112 ;))
(5) क्षेत्रफळ	1) 6617.32 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तिपशील.	
(7) दस्तऐवज करुन देणा-या/लिहुन देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-सत्यानारायण मदनलाल सोडक वय:-56; पत्ता:--, -, -, -, बिरला बाजार, औरंगाबाद., Aurangabad (MH). Maharashtra, Aurangabad, Non-Government. पिन कोड:-431001 पॅन नं:-ABAPC1600K
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-अमृत डेव्हलपर्सचे पार्टनर श्री. विजय रामदास सहस्त्रबाद - - वय:-36; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 207, नाव पेठर्ग , स्टेशन रोड, औरंगाबाद., महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-AAKFA6857B
(9) दस्तऐवज करुन दिल्याचा दिनांक	20/03/2013
(10)दस्त नोंदणी केल्याचा दिनांक	21/03/2013
(11)अनुक्रमांक,खंड व पृष्ठ	2288/2013
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1320000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

Seal of the Sub-Registrar No. 5 AURANGABAD

Rs.20) INDIA TWENTY RUPEES

मुल्यांकनासाठी विचारात घेतलेला तपशील :-	मुल्यांकनाची आवश्यकता नाही कारण आधी केलेले मुल्यांकन कायम/तपशील आधी केलेले मुल्यांकन
मुद्रांक शुल्क आकारलेला मनुच्छेद :-	(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

अ.क्र. 580/2013
दिनांक 22/3/2013