Zone 2.37

Rate : Rs. 22500/- per sq. mtrs.

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed on this 24th day of July 2017at Aurangabad by :

Shri. Anil Laxmikant Deshmukh,
Age.: 48 years, Occu.: Service,
R/o. Shivaji Nagar, Satara Parisar,
Aurangabad.
PAN No. ABGPD1032J.

Hereinafter called as the OWNER
(Which expression shall mean and include his heirs, successors, executors, administrators and assignees) PARTY OF THE FIRST PART

IN FAVOUR OF

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Sow. Vaishali Anil Deshmukh,
Age.: 42 years, Occu.:- Business,
R/o. 12th Scheme, Shivaji Nagar,
CIDCO, Garkheda Parisar,
Aurangabad.
PAN No. _____
Prop. of M/s. Vatsala Builders & Developers,

A proprietary firm having its office at 12th Scheme, Shivaji Nagar, CIDCO, Garkheda Parisar, Aurangabad. through its proprietress.

Hereinafter called as the DEVELOPER / BUILDER
(Which expression shall mean and include all her legal heirs, successors, executors, administrators and assignees) PARTY OF THE SECOND PART

WHEREAS the property Plot No. 6, Land Gat No. 90/1, village: Satara, Tal. & Dist. Aurangabad admeasuring 366.27 sq. mtrs., which is more specifically described in Schedule-A written hereunder is owned and possessed by the owner and it is his self acquired property and no other person has in a right, claim or interest in the said property. The owners has hereinbefore handed over the vacant and peaceful possession of the plot to the Builder / Developer.

AND WHEREAS the owner intended to develop the said property by constructing a flatted building/apartment thereon. The owner has no money, infrastructure and machinery to develop the said property of his own and therefore he has approached the Developer/Builder for development of their property, Plot No.6, land gat no. 90/1, village.:

Satara, Tal. & Dist. Aurangabad, within local limits of Aurangabad Municipal Corporation.

AND WHEREAS the owners and developers have jointly discussed and negotiated the terms and conditions of the development and upon satisfaction of the owner regarding the facilities and abilities and experience of the Developer to develop the properties in and around Aurangabad, have decided to develop the property more particularly described in Schedule-A with the Builder/Developer on the following terms and conditions.

01. That the owner hereby undertakes that the property under development is free from all types of encumbrances and he is having absolute clear, legal and marketable title, ownership and possession of the same.

02. It is agreed by and between the parties that, in case of any dispute of any kind in respect of the property under development arose, the owner hereby undertakes to indemnify to the builder for all losses caused to him.

03. That the Developer will incur all the expenses for development of the property and will construct flatted building thereon including compound wall, under ground water tank, over head water tank as well as main gate and development of the open space. The builder/developer will obtain the final sanction of building permission from Aurangabad Municipal Corporation or any other competent authority. It is further agreed by and between the parties that developer will be entitled to deposit the required amount and will also be entitled for obtaining refund of the deposited amount if any made for obtaining the individual order.

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04. That the builder/developer shall incur the expenses of development as stated above and shall also carry on the development work as per permission granted by Aurangabad Municipal Corporation, Aurangabad as per commencement certificate No.8233 in file no. 750/17/2016-17 being permission no. 895/2016 -17 dated 05.01.2017 issued by commissioner Aurangabad Municipal Corporation, Aurangabad. In consideration of the development of property being given

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by the owner to the developer, the developer agreed to give to the owners Rs. 40,00,000/- (Rupees forty lakh only). The said amount of Rs. 40,00,000/- shall be paid by the builder/developer as under.:-

Sr.No.	Stage/Date	Amount
01	On sale of 3 Flats.	Rs.8,00,000/-
02	On sale of 6 Flats.	Rs.8,00,000/-
03.	On sale of Total 9 Flats.	Rs.8,00,000/-
04.	After obtaining completion certificate.	Rs.8,00,000/-
05.	After finalization of accounts	Rs.8,00,000/-
	Total	Rs.40,00,000/-

05. The builder / developer is at liberty to sale / dispose off the total construction / flats as per his choice. The builder/developer has every right to obtain revised construction permission in case of increase in FSI by the Government.

06. That the Builder/Developer can dispose / sale all the flat being constructed and under development to the purchasers at any price and on the terms and conditions that may be agreed upon between the builder/developer with the purchaser and all the agreements to sell and sale deeds in favour of purchasers will be executed by the builder/developer.

07. That it is distinctly understood by and between the parties thereto that the owners will not be entitled to any profit or loss arising out of the development of the said property.

08. The above said development will be made within 36 months i.e. from the date of execution of this development agreement at the office of Sub Registrar Aurangabad.

09. That, the owners hereby undertake that he has already paid all the taxes of the land under development and as such there are no dues of any tax, cess of any authority on the same and if any taxes or cess are found due on plot upto the date of this development agreement, the same will be paid by the owners only.

10. In the event of any litigation arising between the developer and the contractor or technical expert, skilled or unskilled labours or within any other person in relation to the development of the said plot the owner shall not be responsible for the same. However, if any difference of

Seal of the Sub-Registrar

opinion or litigation arose between the owner and the developer the same will be settled through Arbitration proceedings and Arbitrator will be appointed by due process of law or by mutual consent of the party.

11. That the builder / developer shall complete the project within 36 months from the date of execution of this Development Agreement, however, if any delay is caused due to act of god, war, civil commotion or any other things, which are beyond the control of the builder/developer, the period of this development agreement will be extended automatically.

12. It is agreed by the owner that Builder / Developer is free to appoint the experts for completion of project such as Architect, Advocate, Structural Engineer, valuer, contractor, Agent or any other person of her choice so that same can be completed within reasonable period. However, the Builder / Developer shall be responsible for payments to be made to above persons and in no way the owner is responsible for the same.

13. The owner shall execute and deliver to the Builder/ Developer the Irrevocable General Power of Attorney appointing and nominating the builder developer as the constituted attorney of the owner to do and perform or cause to be done and performed various acts, deeds, matters, things at her own cost, charges and expenses and risk subject to the provisions of this Development Agreement, Real Estate Regulation Act and said plot and all the matters concerned and/or connected therewith.

14. It is agreed by the owner that Builder/Developer can obtain project loan on the property under development by creating charge on the property under development as per Development Agreement and for that purpose to sign all the documents required by the financial institution/bank.

15. The stamp duty and registration charges and all other incidental expenses in respect of this Development Agreement shall be borne and paid by the Builder/Developer alone.

Seal of the Sub-Registrar No.6 Aurangabad.

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16. That the Developer is at liberty to engage Architect, RCC Consultant, Engineer, Surveyor, Accountants, Skilled and unskilled

labour and other professionals etc. at her cost and on such terms and conditions and for such remuneration as she deems fit and proper, to terminate the services of any of them and to appoint other in place of those whose services are terminated.

17. That it is agreed by and between the parties that the builder/developer is being valuable consideration to the plot owner towards her share for development of the property at therefore owner himself is restricted from carrying out any development work without prior permission of the builder/developer. However, minor suggestions can be given by the owner at the time of development of plot, which can be carried out by the builder/developer and owner jointly.

18. That, the owner is executing a separate power of attorney in favour of the builder/developer for executing various documents including agreement to sale, sale deed, correction deed, modification deed, power of attorney or transfer of development right to third person and the owner has no objection for the same.

19) That it is the responsibility of the Builder / Developer to register the project under Real Estate Regulation Act and comply all the provisions of the Act. Further it is responsibility of the Builder / Developer to obtain necessary test certificates / guarantee / warranty certificates for construction. The owner shall not be responsible for any deficiency in this respect.

20) That Builder / Developer shall pay all the taxes and charges including G.S.T. arising out of this transaction for the amount received by the Builder / Developer and the owner shall be responsible for the amount of Rs.40,00,000/- being received by him towards the development of the property.

21) It is agreed by the Builder / Developer that she shall incur all the expenses for construction of the flatted building including the expenses for obtaining construction permission and getting the project registered under the Real Estate Regulation Act and the owner shall not be responsible for the same.

Seal of the Sub-Registrar No.

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22) That the Builder / Developer is empowered to execute Agreement to Sale, Sale deed, Declaration, Modification deed, correction deed or any other deed as required under the Real Estate Regulation Act.

That specifications for construction of flats will be as given below ;

STRUCTURE	:	"A" class R.C.C. Framed Structure.
WALLS	:	Outer Walls in 9" thick Brick. Inner Walls in 4" thick Brick.
DOORS	:	Main Door:- Teak wood with brass fitting. Other Doors:- Pre-cast Concrete frame with Oil painted flush type shutter with C.P. Fittings.
FLOORING	:	Plain light coloured parcelano tiles for all rooms.
KITCHEN	:	Green marble kitchen platform with stainless steel sink.
GLAZED TILES	:	In Bathroom light Coloured/designed tiles upto Door Height. Kitchen Otta upto window sill level.
WINDOWS	:	Powder Coated Alluminium sliding windows with M.S. Grill.
PLUMBING	:	Concealed G.I. Type with C.P.fittings.
ELECTRIFICATION	:	Open casing caping wire fitting with $3^{1/2}$ points in each room, 1 Power point each in kitchen and bath room. 1 T.V. Point each in Living and M. Bed Room.
PAINTING	:	Oil bond distemper for interior walls and cement paint for external walls.

SCHEDULE-A
(Description of the plot under development)

All that piece and parcel of the property / plot no. 6 , Gut No. 90/1, admeasuring 366.27 sq. mtrs. situated at village. Satara, Tq. & Dist. Aurangabad, within local limits of Aurangabad Municipal Corporation Aurangabad and it is bounded by :-

East : Open space
West : 6 mtr. wide road
South: 6 mtr. wide road
North : 6 mtr. wide road

Alongwith all easementary rights, title, claim and interest etc. The map of land is annexed herewith and may kindly be treated as part and parcel of the same.

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Seal of the Sub-Registrar No.6 सह दुय्यम निबंधक औरंगाबाद क्र. ६, यांची मुद्रा

IN WITNESS WHEREOF the parties have signed this Development Agreement on the day, date and year hereinabove mentioned.

Date: 24-7-2017
Place: Aurangabad



OWNER/ PARTY OF THE FIRST PART

Shri. Anil Laxmikant Deshmukh,

BUILDER/DEVELOPER / PARTY OF THE SECOND PART:



Sow. Vaishali Anil Deshmukh,
Prop. M/s. Vatsala Builders & Developers

WITNESSES :

01. Mr Avdhoot Rameshrao Joshi
Age. 35 years occ- Service
R/o. Mayur nagar, Hudco, Aurangabad-3.



02. Mr Gajanan Kashinath Parhane
Age. 32 years occ- Service
R/o. Shivaji nagar cidco,
Aurangabad.



Seal of the Sub-Registrar No.6 Aurangabad.

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CHALLAN
MTR Form Number-6

GRN MH003786264201718E	BARCODE	Date 24/07/2017-13:23:19	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	CNNPD2887G
Office Name	ARS5_AURANGABAD NO 6 SUB REGISTRAR	Full Name	Vaishali Anil Deshmukh
Location	AURANGABAD		
Year	2017-2018 One Time	Flat/Block No.	plot No. 6 land gut no 90 1 admg 366.27 sq mtrs
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	200000.00	Road/Street	satara
0030063301 Registration Fee	30000.00	Area/Locality	Aurangabad
		Town/City/District	
		PIN	4 3 1 0 0 9
		Remarks (If Any)	PAN2=ABGPD1032J~SecondPartyName=Anil Laxmikant Deshmukh~CA=4000000
Total	2,30,000.00	Amount In Words	Two Lakh Thirty Thousand Rupees Only

DEFACED ₹230000.00 DEFACED

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042017072497664	002571131
Cheque/DD No.		Bank Date	RBI Date	24/07/2017-13:25:14	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-343-3117	0002102442201718	24/07/2017-15:25:21	IGR210	30000.00
2	(iS)-343-3117	0002102442201718	24/07/2017-15:25:21	IGR210	200000.00
			Total Defacement Amount		2,30,000.00

Seal of the Sub-Registrar No.6 Aurangabad.

Print Date 24-07-2017 03:25:23

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दस्त स्कॅन झाला

CHALLAN

MTR Form Number-6

GRN	MH003788264201718E	BARCODE		Date	24/07/2017-13:23:19	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	CNNPD2687G
Office Name	ARS6_AURANGABAD NO 6 SUB REGISTRAR	Full Name	Vaishali Anil Deshmukh
Location	AURANGABAD		
Year	2017-2018 One Time	Flat/Block No.	plot No. 6 land gut no 90 1 admg 368.27 sq mtrs
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	200000.00	Road/Street	satara
0030063301 Registration Fee	30000.00	Area/Locality	Aurangabad
		Town/City/District	
		PIN	4 3 1 0 0 9
		Remarks (If Any)	
		PAN2=ABGPD1032J~SecondPartyName=Anil Laxmikant Deshmukh~CA=4000300	
		Amount In Words	Two Lakh Thirty Thousand Rupees Only
Total	2,30,000.00		

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042017072497684	002571131
Cheque/DD No.		Bank Date	RBI Date	24/07/2017-13:25:14	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Seal of the Sub-Registrar No.6 Aurangabad.

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Print Date 24-07-2017 01:26:37

सोमवार,24 जुलै 2017 3:27 म.नं.

दस्त गोषवारा भाग-1

अगग6
दस्त क्रमांक: 3117/2017

दस्त क्रमांक: अगग6 /3117/2017

बाजार मुल्य: रु. 40,00,000/- मोबदला: रु. 40,00,000/-

भरलेले मुद्रांक शुल्क: रु.2,00,000/-

दु. नि. सह. दु. नि. अगग6 यांचे कार्यालयात

अ. क्रं. 3117 वर दि.24-07-2017

रोजी 3:21 म.नं. वा. हजर केला.

पावती:5208 पावती दिनांक: 24/07/2017

सादरकरणाराचे नाव: सौ. वैशाली अनिल देशमुख - प्रोप्रायटर मे. बन्सला बिल्डर्स एंण्ड डेव्हलपर्स - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 500.00
पृष्टांची संख्या: 25	
एकुण:	30500.00

दस्त हजर करणाऱ्याची सही:

Joint S R Aurangabad VI

Joint S R Aurangabad VI

दस्ताचा प्रकार: डेव्हलपमेंट अॅग्रीमेंट

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 24 / 07 / 2017 03 : 21 : 12 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 24 / 07 / 2017 03 : 21 : 51 PM ची वेळ: (फी)

Seal of the Sub-Registrar No.6 दुय्यम निबंधक औरंगाबाद क्र. ६, Aurangabad.

दस्त गोषवारा भाग-2

अगग6
दस्त क्रमांक:3117/2017-24/24

24/07/2017 3 28:54 PM

दस्त क्रमांक :अगग6/3117/2017
दस्ताचा प्रकार :-डेव्हलपमेंट अॅग्रीमेंट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:सौ. वैशाली अनिल देशमुख - प्रोप्रायटर मे. वत्सला बिल्डर्स एंण्ड डेव्हलपर्स - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा.- 12 श्री योजना, शिवाजीनगर, सिडको, औरंगाबाद., महाराष्ट्र, औरंगाबाद. पॅन नंबर:	लिहून घेणार वय :-42 स्वाक्षरी:-		
2	नाव:श्री. अनिल लक्ष्मीकांत देशमुख - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा.- 1शिवाजीनगर, सातारा परीसर, औरंगाबाद., महाराष्ट्र, औरंगाबाद. पॅन नंबर:	लिहून देणार वय :-48 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत डेव्हलपमेंट अॅग्रीमेंट चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:24 / 07 / 2017 03 : 23 : 19 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री. गजानन काशीनाथ पवने - - वय:32 पत्ता:रा.- शिवाजीनगर, सिडको, औरंगाबाद. पिन कोड:431001	स्वाक्षरी		
2	नाव:श्री. अवधुत रमेशराव जोशी - - वय:35 पत्ता:रा.- हडको, औरंगाबाद. पिन कोड:431003	स्वाक्षरी		

प्रमाणित करण्यात येते की,
सदर दस्तावेजात एकुण 24 पाने आहेत
बुकाचे 3996/16
नंबराचे नोंदवला दि. 24/07/2017

शिक्का क्र.4 ची वेळ:24 / 07 / 2017 03 : 24 : 01 PM

Joint S.R Aurangabad VI

सह.दुय्यम निबंधक वर्ग-२
औरंगाबाद क्र.६

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH003788264201718E	0002102442201718

3117 /2017

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1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

Sub-Registrar of the औरंगाबाद क्र.६