Development Agreement

159/8967 **पावती** Original/Duplicate

Wednesday,November 22 ,2017 नोंदणी क्र. :39म

1:30 PM Regn.:39M

पावती क्र.: 13102 दिनांक: 22/11/2017

गावाचे नाव: सातारा मी

दस्तऐवजाचा अनुक्रमांक: अमग2-8967-2017

दस्तऐवजाचा प्रकार : **डेव्हलपमेंट ॲग्रीमेंट**

सादर करणाऱ्याचे नाव: - - **ऋतुजा डेव्हलपर्स तर्फे भागीदार व विकासक श्री सतीश निवाजी मोरे**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 920.00
पृष्ठांची संख्या: 46	
एकूण:	रु. 30920.00

आपणास मूळ दस्त ऑनलाईन पिट,सूची-२ अंदाजे 1:35 PM ह्या वेळेस मिळेल.

Joint S R Aurangabad II

बाजार मुल्य: रु.30925000 /-

मोबदला रु.2529690/-

भरलेले मुद्रांक शुल्क : रु. 1546300/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007469995201718E दिनांक: 22/11/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 920/-

CHALLAN

MTR Form Number-6

GRN	BARCODE	Date 22/11/2017 11:47:39	Form ID

Department	Payer Details
Type of Payment	TAX ID (If Any)
	PAN No.(If Applicable)
Office Name ARE_AURANGABAD 2 JT SUB REGISTRAR	Full Name RUTUJA DEVELOPERS THROUGH PARTNERS VIR SATISH LAMBAJI METE AND OTHER
Location	
Year	Plot/Block No. GAT NO 105
Account Head Details / Amount in Rs.	Premises/Building
Stamp Duty 1576300.00	Road/Street SAWANG
Registration Fee 30000.00	Area/Locality AURANGABAD
	Town/City/District
	PIN 4 3 1 2 0 1

Remarks (If Any)

SecondPartyName=M/S GA LAKOWARK THROUGH PARTNERS VIR PRADEEP KESHARILA DHAKRE AND OTHERS~Marketvalue=20025333

Amount in Words	Rupees One Crore Fifty Six Lakh Seventy Six Thousand Three Hundred Only
Total 1576300.00	

CANCELLED ₹ 1576300.00

Payment Details STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Challan No.	Bank CIN	Ref. No.	00040572017112278701	SBIEPAY
Cheque/DD No.	Bank Date	RBI Date 22/11/2017 11:48:54		Not Verified with RBI
Name of Bank	Bank-Branch	STATE BANK OF INDIA		
Name of Branch	Scroll No. , Date	Not Verified with Scroll		

Sub Registrar Office only. Mobile No. : Not Available

Sr No	Remarks	Defacement No	Defacement Date	User ID	Defacement Amount
1	SR-105-2017	SDR1917172017718	22/11/2017 12:21:32	SR206	30000.00
2	SR-105-2017	SDR1917182017718	22/11/2017 12:21:33	SR206	1546300.00
			Total Defacement Amount		1576300.00

Print Date 22/11/2017 11:21:55

DEVELOPMENT AGREEMENT

The portion of 3825 Sq. meter forming part of land Gut No. 175, situated at Mauje Sawangi , Tq. and Dist :- Aurangabad ,

THIS Development Agreement is made, entered into and executed at Aurangabad on this 22 th day of November , 2017 BY & BETWEEN:

Mega Landmark (LLP)
A registered Limited Liability Partnership firm,
Having its registered office at Shop No. UG-3,
Orange Square, Plot No.3, Gut No. 176 & 178,
Khinvasara East, Waluj, Aurangabad
Through its Partners

1]**Mr. Pradeep S/o Kesharlal Dhakre**
Age:- 42 Years, Occu:- Agriculture & Business,
R/o Tilak Nagar, Sillod, Tq. Sillod, Dist. Aurangabad.

2]**Mr. Harish S/o Ishvarlal Khandelwal**
Age:- 42 Years, Occu:- Agriculture & Business,
R/o Shahu Nagar, Sillod, Tq. Sillod, Dist.
Aurangabad.

3]**Mr.Rajendra S/o Vishwanath Bodhekar**
Age:- 51 Years, Occu:- Agriculture & Business,
R/o Shastri Nagar, Sillod, Tq. Sillod, Dist.
Aurangabad.

4]**Mr.Lalit S/o Kamalkumar Ferwani**
Age:- 45 Years, Occu:- Agriculture & Business,
R/o Shastri Nagar, Sillod, Tq. Sillod, Dist.
Aurangabad.

5]**Mr.Shyam S/o Manohar Anvekar**
Age:- 45 Years, Occu:- Agriculture & Business,
R/o Sarafa Road, Sillod, Tq. Sillod, Dist. Aurangabad.

6]**Mr. Dattatraya S/o Gangadhar Wagh**
Age:- 41 Years, Occu:- Agriculture & Business,
R/o Khulod, Sillod, Tq. Sillod, Dist. Aurangabad.

7]Mr. **Pradeep S/o Premraj Mutha**
Age:- 52 Years, Occu:- Agriculture & Business,
R/o Pritisudha Nagar, Mantha Road, Jalna,
Tq. & Dist. Jalna.

Hereinafter jointly and collectively referred to as "**OWNERS**" (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include all present and future partners, their respective successors, heirs, executors, administrators and assigns etc.) **of FIRST PART.**

(PAN-).

And

Rutuja Developers
A registered partnership firm
Having its registered office at Plot No.8,
Survey No.179/1, Nandadeep Housing Society,
Jalgaon Road, Mayur Park, Harsul,
Aurangabad. Through its partners

1] **Mr. Satish S/o Limbaji Mete**
Age:-36 Years, Occu:- Business,
R/o Safalya Nagar, Harsul,
Aurangabad .

2] **Mr. Raju S/o Prabhu Kakde**
Age:-35 Years, Occu:- Business,
R/o C- Building, Mayur Park,
Harsul, Aurangabad .

Hereinafter jointly & collectively referred to as "**DEVELOPER**" (Which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include all present and future partners, their respective successors, heirs, executors, administrators and assigns etc.) **of SECOND PART.**

(PAN-).

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WHEREAS,

i. The owners have assured and represented that they have purchased an area of 51 R forming part of land Gut No.175 situated at Village Sawangi, Tq. & Dist. Aurangabad (Herein after referred to as **"the said land"**) from its previous owners by virtue of registered Sale Deed dated 25/03/2015 registered at day book serial no. 1277/2015, with the office of Sub-Registrar no.3, Aurangabad. Accordingly the Owners are the absolute title holder of the land admeasuring 51 R land more specifically described in the Schedule herein under written. The name of Owner is recorded in the revenue record.

ii. The Owners thereafter have converted the said land for residential non-agricultural purpose & procured permission to that effect from the office of Tahesildar, Aurangabad vide permission no. जा.क्र.२०१७/अगा-२/एनए-परि-व-सनदप्र.क्र.१० dated 22.09.2017.

iii. The Owners have also obtained final layout & building permission (Development permission) from the CIDCO Aurangabad bearing permission No. CIDCO/TPO/AFA-GH/2017/77 dated 11.09.2017. That as per the said permission an area of **3825 Sq. Meter** is made permissible for carrying out construction excluding the area affected under internal roads & open spaces (Herein after referred to as **"the scheduled land"**).

[illegible]

[illegible]

[illegible]

development the Owners and Developers shall have their share in the developed portion in following ratio:-

Owners	45%
Developer	55%

vii. The parties hereto are desirous of reducing the terms and conditions of this Development Agreement in writing as under.

NOW THEREFORE THE TERMS AND CONDITIONS OF THIS INDENTURE OF DEVELOPMENT AGREEMENT ARE WITNESSETH AS UNDER:-

1. The recitals contained hereinabove shall be treated as integral part of the operative portion hereof.

2. The developers declares that they have duly inspected the site and verified the necessary documents with respect to the title & are convinced that the portion of land admeasuring 3825 Sq. meters which is more specifically described in the Schedule herein below described (Herein after referred to as **"the Scheduled land"**)is free from encumbrances or restrictions and that is suitable for construction & development.

3. In consideration of the Owners bringing the Scheduled land , which is more particularly described in Schedule here under written, situated

at village Sawangi , Tq, and Dist. Aurangabad as their investment and allowing the developer to develop the portion of **3825 Sq. meters** excluding the portion affecting under internal roads, open space out of the portion of 5100 Sq. meters. The developers have agreed to pay an amount of Rs.25,29,690/- (Rupees Twenty Five Lacks Twenty Nine Thousand Six Hundred Ninety Only) as and by way of interest free refundable security deposit to the owners.

4. The Developers in terms hereof has paid Rs.25,29,690/- (Rupees Twenty Five Lacks Twenty Nine Thousand Six Hundred Ninety Only) as and by way of interest free refundable security deposit to the Owners in the manner as under:-

a) Rs. 20,29,960/- (Rupees Twenty Lacks Twenty Nine Thousand Nine Hundred Sixty Only) vide cheque no.041931 dated 24/08/2017 drawn on Cosmos, Branch Kadlo

b) Rs.5,00,000/- (Rupees Five Lacks Only) vide cheque no. 041946 dated 28/08/2017 drawn on Cosmos Bank Branch Kadlo.

The receipt of which the Owners hereby admit and acknowledge.

5. It is agreed and decided that, after completion of construction work the Developer shall apply for completion certificate and thereupon amount

under Section issued by the Town planning Authority on account of connection/boundary wall/gate shall be deposited/paid out of the amount deposited by the Owners and also the cost of laying of Underground water pipeline shall be refunded to the Developer after obtaining occupancy certificate from the Town planning authority. However in the event if the amount of Caution Deposit or completion certificate exceeds the amount deposited with the Corporation of Chennai shall be paid to/borne by the Developer/Owners.

6. The Owners shall grant and give Power to the Developers to enjoy and the Developer are more particularly described in Schedule hereunder written with own and materials in order to carry out construction/development.

7. The developers shall engage qualified Architect and Engineers to develop over the Scheduled land under hereby scheme including roads to erect building elevation, RCC structure, drainage system, laying of water pipe line, electricity connection and the Developers shall be required to obtain all necessary permissions from Authorities with respect to the same, at their own cost & expense, however before submitting the revised plans/drawings for approval same shall be shown and get consented from the Owners.

meter in accordance with construction permission issued by CIDCO dated 11/09/2017.

12. The developers shall complete the entire construction work in all respect within 24 months from the date of this agreement. Further the Developer will obtain completion certificate within 03 months from the date of completion of entire construction work. Thus the entire project together with procuring completion certificate shall be completed in all respect within 27 months from the date of execution of this registered development agreement. In case the construction work could not be completed due to natural calamities , then such time period for completion of construction/Development will be extended by such period which shall be caused by the natural calamities.

13. The DEVELOPERS shall carry out construction/development strictly in accordance with the construction permission granted by the CIDCO and the approved designs to that effect.

14. The Developers may acquire/purchase TDR rights and may load the same over the Scheduled land at their own cost and expenses. And in that event also the Owner shall be entitled to 45% whereas the Developers shall be entitled to 55% share in additional constructed portion on account of TDR. However it is specifically agreed that in the event if TDR is purchased/acquired by the Owners and loaded the same over the

Scheduled land at their own expenses, then entire additional construction on account of TDR shall be exclusively owned and belongs to the Owners and Developers shall have no claim therein.

15. It is agreed and decided that in terms of this indenture the construction/development in a shape of residential flats & row houses shall be carried out over the said scheduled land which will be sold on ownership basis by the Owner and Developer in accordance with their ratio of 45:55. Further parties to this indenture shall not deviate from the nature of development i.e. the project of construction of residential flats & row houses.

16. It is agreed and admitted by the parties to the indenture that in the event of sale of units by the Owner and the Developers of their respective share the liability if any incurred on account of payment of Service tax, Service Charges, Goods & Service Tax (GST) etc., same shall be born and paid by the parties respectively in accordance with their respective units.

17. It is agreed and decided between the parties to this agreement that, Developer shall carry out construction with full speed and shall complete the construction/development of fully finished units of salable conditions, within the stipulated period.

However in the event if Developer failed to complete saleable fully finished construction in the manner aforesaid & failed to procure

completion certificate ... the developer shall be liable to pay an amount by way of damages at the rate of 12% of the then prevailing rate of [illegible] per square [illegible] [illegible] and shall have been executed & completed in the manner as per the [illegible] [illegible] [illegible] from the date of this agreement till handing over actual & physical possession of the said flat to the share of the Owners, in the event of the delayed period except in the [illegible] circumstances [illegible] [illegible] [illegible]

19. The parties to this indenture have amicably made distribution of the units in a shape of proposed residential flats & row houses in accordance with their share which are as under:-

Type	Units to be Retained by Owners	Units to be retained by the Developers
3BHK Row House	A-1, C-6,B-8, E-2	A-8, B-1,C-1,D-6, E-1
2BHK Row House	C-2, C-3,A-2, A-3, A-4, E-7, D-2, D-3, E-6, B-3, B-4 ,B-5.	A-5, A-6, A-7, B-2, B-6, B-7, C-4, C-5, D-1, D-4, D-5, E-3, E-4, E-5.
2BHK Flats	G-1, G-10.	G-4, G-7, G-13.
1BHK Flats	F-1,F-4, F-6, F-7, F-9, F-12,F-14, G-2, G-3, G-11, G-12, G-14.	F-2,F-3,F-5,F-8, F-10,F-11, F-13, F-16, F-15, G-8, G-9, G-5, G-6, G-15.

20. The Owners shall simultaneously with the registered development agreement, execute General Power of Attorney in favor of Developers for the purpose of carrying out all development and Construction activities and authorizing & entitling developers by giving power to execute Booking Agreement, Agreement to sale and Sale Deed/ Transfer Deed/ Deed of Conveyance in favor of Prospective Purchaser to the extent of 55%

share of the Developers so as to convey perfect & legal title in favor of the prospective purchasers.

21. It is agreed between the parties that the Developers at their own cost & expenses will be entitle to appoint its own architect, contractor to supervise the development and construction over the said land, however suggestions given by the Owners will be considered and the amenities to be provided to each units shall be in accordance with the suggestions of the Owners. The Developer shall carry out the development and do all acts, deeds, things necessary for the development by using their know-how, experience and expertise.

22. It is further agreed between the parties that, till the date of issuance of completion certificate by the town planning authority, the developers shall be responsible to do following things :-

Sr. No.	Particulars
i)	Supervise construction and procure high quality raw material.
ii)	Appoint well qualified architect and contractors.
iii)	Obtain all NOC's and permissions etc. necessary for the development of the Scheduled land including NOC from fire department.
iv)	To take all safety measures for the workers, employees and all mens who will work at site.
v)	To procure the transformer and Electricity supply from the electricity department.

	for completion of entire project/scheme.

23. The Developers specifically agree and hereby undertake that, they shall be solely liable for the maintenance, repairs of the entire constructed units inclusive of units fallen to the share of Owners, in accordance of provisions and rules of the RERA.

24. I) It is agreed between the parties that the following Expenses till the date of issuance of completion certificate by the town planning authority, will be incurred by the developers only:-

i. Construction Cost with material for the construction.
ii. Architect fees for preparation of plans/revised plans and other expenses of architect for the above development;
iii. development charges;
iv. Brokerage for the sale of the constructed area to the extent of their share of 55%;
v. Insurance of labors/ workers/ employees;
vi. Legal expenses and fees;
vii. Expenses/deposits/charges for obtaining construction permission including revised construction permission if required, NOC's from

various Government, Semi-Government, local authority etc;

viii. Expenses for execution of Deed of Declaration, General Power of Attorney including Stamp Duty and Registration Charges.

ix. Other Misc and Out of pocket Expenses for the above development.

II] It is agreed between the parties that on execution of this agreement the "OWNERS", shall at the request & costs of the "DEVELOPERS", sign & execute from time to time, the plans & other applications for obtaining, renewal or revision, construction permission of the building(s) to be constructed on the said land for getting it sanctioned & approved from the Town planning , or other Authorities. The DEVELOPERS can also deposit the fees, building deposit city development charges etc. and the Owners have undertaken all the responsibilities and are liable in relation to the title of the said land and liabilities if any arises in future regarding the title of lands and shall keep the developer indemnified against the same.

III] It is agreed between the parties that the "OWNERS" shall render all assistance and co-operation that may be required by the "DEVELOPER" from time to time, to carry out the development work in respect of the said land including construction and completion of building thereon, in accordance with the terms and conditions as may be stipulated by the Concerned

which is clear and marketable. The Owners are entitled to enter into present agreement for development rights with the DEVELOPERS and they have full rights and authority to sign and execute the same. It is further declare that, No any person except the owners have any right, claim, interest or demand in respect of the Scheduled land or any part thereof.

- The Owners have also assured and represented that they have not entered into any agreement and/or understanding with any other party in respect of the said land, which is more particularly described in Schedule-I hereunder and the said lands is not subject matter of any litigation's, acquisitions and/or reservation. Similarly no any suit, proceeding and/or inquiry is pending before any court of law and/or any competent authority.

- No any notice from any Government, Semi-Government, local body or any other public body under any law for acquisition, requisition including under the Land Acquisition Act and/or Town Planning Act, Urban Land Ceiling Act or any other statute has been received or served upon the Owners or their representatives in respect of the Scheduled property or part thereof which may restrict the development over the Scheduled land.

- The Owner hereby keep developer indemnified against all actions, suits, costs, proceedings and claims that may be arises due to defect in the title of owner in relation to said property.

- Brokerage for the sale of the constructed area to the extent of 45% share of Owners shall be borne by them.

- The Owners have already paid/deposited development charges, taxes, cess etc. payable to the CIDCO authority and there remains no dues of any kind as regards the Scheduled land, however if any dues, taxes, charges etc. till the execution of this indenture found due, same shall be cleared off by the Owners.

- After completion of entire project and receipt of possession of the units of the share of Owners, the Owners and/or their representative in interest shall pay Rs.10,000/- towards electricity connection charges and also shall pay Rs.40,000/- towards Society formation & one time maintenance charges.

VII] The "DEVELOPER" declares that they have entered into this Agreement after the OWNERS have assured that their title over the land is clear, marketable and free from encumbrances, charges, etc and if any third party claim arises, the Owners

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS ON THE DAY AND YEAR HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED
BY WITHIN NAMED OWNER:

Mega Landmark (LLP)
Through its Partners:

1) Mr. Pradeep S/o Kesharilal Dhakre

2) Mr. Harish S/o Ishwarlal Khandelwal

3) Mr. Rajendra S/o Vishwanath Bodhekar

4) Mr. Lalit S/o Kamalkumar Fervani

5) Mr. Akram S/o Munohar Anvekar

6) Mr. Dattatraya S/o Gangadhar Wagh

7) Mr. Pradeep S/o Premraj Mutha

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2090

AURANGABAD

SIGNED AND DELIVERED
BY THE WITHIN NAMED DEVELOPER

Ashish Developers
Through its Partners

1. Mr. Nilesh Nivrutti Ghare

2. Mr. Rajesh Devilal Kakde

WITNESSES:

1. Mr. Vilas Nagorao Lade
Age: 48 Years, Occupation: Business
At & P.O.: Hadas, Aurangabad.

2. Mr. Kachru Sonaji Mhaske
Age: 57 Years, Occupation: Agri.
At & P.O.: Sonwadi Sonamgi, Aurangabad

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CBD 23 ५६
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CIN:U99999MH1970SGC014578

CIDCO

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

WALUJ MAHANAGAR OFFICE
Gamal Pandit Building,
Gondi Circle, Nagar-1,
Tagalwn. Tq./Dist., Aurangabad
☎ (0240) - 2554961 / 61

NEW AURANGABAD OFFICE
Udyog Bhawan
New Aurangabad-431005
☎ 2485301 / 22 / 33
Fax : 0240-2485324

REGD. OFFICE
"NIRMAL", 2nd Floor,
Nariman Point, Mumbai-400021
☎ 22020420, 22023481, 22022579
Fax: 022-22023979

NO:CIDCO/TPO/AFA-II/2017/ [illegible] Date: 21/9/2017

To,
Mega Landmark L.L.P. through its partners
Shri Pradip K. Dhakare & other 6
C/o Ar. Dhananjay P. Dighade
Flat No. 3-B, Shivganga Complex,
Gandondi, Aurangabad

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CEO/ 28/ DE
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Sub :- Aurangabad Fringe Area Project.
Final Layout & Building Permission (Development Permission) for Group housing on Gut No. 175 (pt) at village Sawangi Tq. & Dist. Aurangabad

Ref :- 1. Tentative layout permission CIDCO/TPO/AFA-II/2016/[illegible] Dt.19/12/16
2. Your application for final layout & Building permission on dated 11-05-17

With reference to your application no. 36 dt. 11-05-17, for the land sub-division scheme and the grant of Commencement Certificate under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 read with Section 189 of the Maharashtra Municipal Council, Nagar Panchayats and Industrial Townships Act, 1965 to carry out development on **Gut No. 175** at village **Sawangi** Tq. & Dist. Aurangabad.

The said sub-division layout is finally approved as demarcated and the **Commencement Certificate/Building Permit** is granted under Section 45 of the said Act, to **Mega Landmark L.L.P. through its partners Shri Pradip K. Dhakare & other 6 on Gut No. 175 (pt) at village Sawangi** Tq. & Dist. Aurangabad. As per the approved plan and subject to the following conditions for development works of proposed

A. [illegible]	:	5120.00 sq.m.
B. [illegible]	:	
C. [illegible]	:	3824.00 sq.m.
D. Proposed B/up area	:	3657.60 Sq.m.
E. [illegible]	:	0.75
F. FSI Consumed	:	0.713
G. Open space	:	510.00 sq.m.

1. You shall obtain receipt regarding [illegible] from Tahasildar, Aurangabad and submit to this office within 30 days from the date of receipt of the same. Failing to submit receipt regarding T.A. to this office within the time period, the permission for layout/building permission/occupancy granted to you by this office shall deemed to be null and void, and shall stand revoked.

2. Building Permission/Occupancy Certificate and Sale permission or individual plots in the layout shall not be granted without receipt regarding N.A. regarding the instant Layout will be granted without NA certificate.

3. It shall be the responsibility of the owner to carry out all the development work including construction of roads, sewer lines, water supply lines, culverts, bridges, street fanning etc before taking completion certificate and hand it over to the Municipal Council after developing them to the satisfaction of the S.P.A.

4. As per the undertaking submitted by you in respect of recreational open space as stipulated in Regulation No 13.3, the said open space as per approved plan stand vested in the name of plot holders of the layout or society of the plot holders and you have no right of ownership or interest in the said recreational open space.

5. This Certificate is liable to be revoked by the Corporation if:-

   a. The development work in respect of which permission is granted under this certificate is not carried out or the use there of is not in accordance with the sanctioned plans.

   b. Any of the conditions subject to which the same is granted by the application through fraud or misrepresentation and the applicant and every person deriving title through or under him such and event shall be deemed to have carried out the development work in contravention of Section 45 and 43 of the Maharashtra Regional and Town Planning Act 1966, and Corporation remains indemnified from the effects of approval or refusal of any such permission.

6. The land vacated in consequence of the enforcement of the set-back rule shall form part of the public street.

7. No new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy certificate is granted.

8. This Commencement Certificate/Building permit shall remain valid for a period of one year commencing from the date of its issue.

9. This permission does not entitle you to develop the land which does not vest in you.

10. The applicant shall :-

   a. Permit authorized officers of the S.P.A. to enter the premises at any time for which permission has been granted for the purpose of endorsing the General Development Control Regulations and the conditions of this Certificate.
   Give written notice to the S.P.A. regarding completion of the work.
   Display a Display Board on the conspicuous place on site indicating:-
      i. Name and Address of the owner/developers, Architect and contractor.
      Gut Nos./ CTS No./ Ward No./Village Name along with description of its Boundaries.
      ii. Order number and date of grant of development permission / redevelopment permission issued by S.P.A.
      iii. F. S. I. permitted and F.S.I. consumed.
      Number of Residential/Commercial Flats and shops with their Area.
      Up to date address where copies of detailed approved plans shall be available for inspection.
      A notice in the form of an advertisement, giving all the details mentioned in (i) to (v) above shall be published in 2 widely circulated newspapers one of which should be in regional language.

11. The structural Designing, building Materials, Plumbing Services, Fire safety provision, Electrical installation etc. shall be in accordance with the provision (except for the provision in relation to Floor Area Ratio) as prescribed in the National Building Code amended from time to time by the Bureau of India Standards.

12. The conditions of the Certificate shall be binding not only on the applicant but also on his successors and every person deriving title through or under him.

13. A Certified copy of approved plan shall be exhibited on site.

14. Easement Right or the right of way an approved layout included within holding shall remain undisturbed.

15. No statute approach Executive Engineer (M.S.E.B.) for the temporary power requirement, location of transformer etc. The permanent power connection from (M.S.E.B.) can be obtained ONLY AFTER getting the necessary occupancy Certificate from the S.P.A.

16. The grant of this permission is subject to the provisions of any other rules/ regulations for the time being in force and that may be applicable to the case.

17. You shall provide perpetual suitable water to the consumer/occupier or tenements / units at your own cost.

18. The owner at his own cost shall provide in his plot the following infrastructure facilities of such standard (i.e. standards relating to design, material or specifications) as stipulated by the S.P.A.
   a. Internal access roads along with storm water drains.
   b. Connection of water supply lines and culverts, if any.
   c. The arrangements of water supply and drainage disposal system shall be made by the owner of the plot at his own cost.
   d. Arrangements for conveyance and disposal of sludge and sewage without creating any insanitary conditions in the surrounding area.
   e. Due arrangements for collection of solid waste.

19. The owner shall permit the use of the internal access roads to provide access to an adjoining land wherever and whenever required.

20. Open space shown in the layout shall be kept open permanently and the owner shall submit to the S.P.A./ appropriate authority the scheme of development of this ancillary recreational open space and develop it in accordance with the approved scheme.

21. The owner shall not further sub divide or amalgamate plots without obtaining prior approval of the S.P.A.

22. The owner shall observe all the rules in force regarding over head/under ground electric lines / communication lines/ utilities passing through the layout while erecting the individual building and while getting the approval of the authority.

23. If the plot is intended to be sold or otherwise disposed off by the owner, it shall be done by the owner, only on or subject to the condition mentioned in the order and Commencement Certificate. He shall invariably make specific mention about these conditions in the conveyance to be executed by him to proposed buyers.

24. Technical Report of Executive Engineer, CEOCO (about development work of roads, drainage electrification and all other services shall be obtained prior to application for Occupancy Certificate and forwarded to the Town Planning Officer for Occupancy Certificate and forwarded to the Town Planning Officer for Occupancy Certificate.

Page 3 of 4

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25. You shall abide with the conditions of any such stay or injunction granted by the competent court for development of plot/land.

26. This order is liable for cancellation on contravention or breach of any of the conditions of this order.

27. Notwithstanding anything contained in the Commencement Certificate conditions, it shall be lawful for the corporation to direct the removal or alteration of any structures erected or the use contrary to the provisions of this grant. Corporation may cause the same to be carried out and recover the cost of carrying out the same from the grantee/ successors and every person deriving title through or under them.

28. The potable water supply is the sole responsibility of the plot owner.

29. At the time of plinth certificate you have to submit original TILR map showing permanent references such as Trees, Building, structures etc and also adjacent plots confirming that the construction is in progress on subject plot.

30. Pakki number in gut number shall be removed from Revenue Authority before next stage (plinth completion, revelation etc)

31. If the submitted document at any time in future are found false/incorrect/forged the permission shall be treated invalid.

32. Construction within marginal open space shall not be permitted. Otherwise occupancy certificate shall not be issued.

33. Sale of plot/flat/row-house shall be done only after completion of infrastructure to the satisfaction of SPA.

34. You have to obtain Occupancy Certificate and Sale NOC from SPA before disposal of property.

35. This Development Permission does not mean that, the title of this land/plot/plots is verified/ confirmed by CIDCO.

Associate Planner
Aurangabad Fringe Area, CIDCO
New Aurangabad.

Copy to -
1. The Collector, Collector Office, Aurangabad
2. Tahasildar, Tahasil Office, Aurangabad
3. The Administrator / A.R.O., CIDCO
4. A.E. (NT)

तहसिल कार्यालय औरंगाबाद
जिल्हाधिकारी कार्यालय मार्ग फाजलपुरा, औरंगाबाद
E-Mail tahsildarabd@gmail.com

जा.क्र./सिआ-२/कावा-२/एनए-सी-४-जमीन/प्र.क्र.१७ दिनांक २२/०९/२०१५

प्रति :-

१.प्रमाणित नियंत्रक सहसुल व पदसिध्द सचिव क्रमांक : एनएपी-३०१५/प्र.क्र.५/टी-१,दिनांक २२ सप्टेंबर २०१५.

२.अपर जिल्हाधिकारी, औ.द्वारा श्री मिडसो, मंत्रीत औरंगाबाद यांचे पत्र क्रं मिडसो/ डिएलसी/ ११४१८-डीएसए/२०१३-१५ दिनांक १५/०९/२०१५.

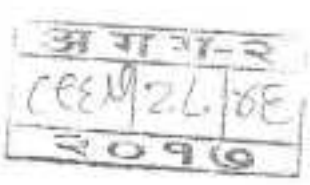
३.कब्जादार गोपा रेण्डुलाकर एल.एल.बी. तर्फे भागीदार १.श्री.प्रदीप कैलासलाल डागरे व इतर ६, ८ आर ५-२०४ ची प्रॉपर्टीज.कॉलट न ची-१, त्रिमुर्ती कॉम्प्लेक्स, गारखेडा, औरंगाबाद यांचे दिनांक १५/०९/२०१५.

परिशिष्ट "ब"

महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम-४२ अ मधील तरतुदीनुसे
नियंत्रक प्राधिकरणाने
प्रारूपाम : विकास परवानगी दिली असुन, असता अनिवार्य भोगवटादारास
शासनाच्या सनदेचा मसुदा.

ज्याअर्थी, जिल्हा औरंगाबाद तालुका औरंगाबाद मौजे सांजणी च्या सर्वे क्र./गट नं. ८६,७८, १७१ (pt) क्षेत्रफळ ५१००.०० चौ.मी. या जमिनीच्या भोगवटादाराने महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ४२-अ च्या तरतुदीनुसे नियमसी अकृषिक प्रयोजनासाठी मौजे सांजणी विकास कारणास्तव विशेष नियोजनात (T.P) निवासी, औद्योगिक या नियोजन प्रयोजनाच्या आरक्षण क्र.मिडसो/डिएलसी/एनएपी-३०१५/प्र.क्र.५/टी-१ दिनांक १५/०९/२०१५ अन्वये विकास/प्रारंभाम परवानगी प्राप्त केली आहे, अशा सांजणी नियोजन प्राधिकरणाने मंजुर केलेला नकाशा या सनदे सोबत जोडला आहे.

ज्याअर्थी, उक्त जमिनीच्या भोगवटादाराने शासनाला, उक्त सांजणीच्या कलम ४२-अ मधील तरतुदीनुसार रुपये ० या मंजुर अकृषिक प्रयोजनासाठी आकारणीची रक्कम



रुपये १६,५२०/- (अक्षरी- सोळाशे सत्तर पाचशे चाळीस रुपये फक्त) चालान क्र GRN MH००५५८३४६२०१७१८M चालानाद्वारे दिनांक २१/०२/२०२५ रोजी भरणा केला आहे.

यावरुन शासन, तसेच महिलेमार्फत तक्रारदाराचा आणि तक्रारीचे स्वरुपात आलेल्या निवेदनाचा तक्रारदाराने आणि यातील शासनाच्या अधिन राहून झालेला जमिनीच्या भोगवटदाराचा तसेच निवेदन प्राधिकाऱ्याचा यांचा जमीनेच्या विकास / वापरात फरक झाल्याचा अनुषंगाने तसेच जमिनीवर अनुज्ञेय करण्यात आलेल्या अकृषिक वापराबाबतची सदर चौकशीच्या कामात उपस्थित झालेले ही बाब विचारात घेता आहे.

१. आपणांनी / सदर जमिनीचा भोगवटादार सदर जमिनीच्या संबंधात या आदेश प्राप्तीचे दोन वर्षाच्या आतमध्ये विहीत या आदेशित विकास / प्रयोजनास सदरची जमीन झालेल्यापासून दि. ३१ जुलै २०१८ रोजी संपणाऱ्या हंगामाच्या सातबाऱ्यात शासनाचा दर्जाचा सर्व ६. ६.२५ रिते प्रती मी.मी. या दराने परिगणित होणारी वार्षिक आकारणी देईल आणि सदर जमिनीचे संक्रमणास, अशा रीतीने आकारणी जिल्हाधिकाऱ्यामार्फत, वेळोवेळी निश्चित करण्यात येईल, अशी सुधारित आकारणी देईल.

२. सदर जमिनीचा भोगवटादार सदर जमिनीवर प्रस्तुत दोन अटींचे कधी ही भंग झाल्यास

३. वरीलप्रमाणे संदर्भ क्रमांक मध्ये दिलेल्या आदेशाच्या क्षेत्रामध्ये निवेदित प्राधिकाऱ्याच्या पूर्व ना हरकतीचे सदर जमिनीच्या प्रयोजनाचे किंवा वापराच्या क्षेत्रामध्ये बांधकाम ही करता येणार नाही, असे सदर निवेदन प्राधिकरणाकडून मंजूर झालेल्यापासून ३० दिवसाच्या आत जिल्हाधिकारी यांना देणे भोगवटादाराचे बंधनकारक राहील.

४. सदर जमिनीच्या भोगवटादाराने पूर्वगामी आदेशाचे कायमाही तसेच उल्लंघन केल्यास तो प्राधिकरण, सदर जमिनीच्या अंतिम तबदील करण्यात आलेल्या निवेदनाच्या तक्रारीच्या आधारे किंवा पुढील कोणत्याही कारणास्तव आवश्यक वाटेल त्या वेळी कलम ७ (१) या तरतुदीचे भंग केल्याचे कारण देऊन सदर जमीन शासनास पुनर्ग्रहण करण्याचा आदेश देऊ शकेल. तसेच सदर जमीन शासनास पुनर्ग्रहण केल्यानंतर सदर जमीन शासनाच्या निर्णयानुसार

दि. ४ | ४ | २०१७

[illegible] दिनांक २४/०९/२०२० रोजी करारी जाहीरी येथे झालेली आहे.

१.मेसर्स सिध्दसमाधी एजन्सीज.

[illegible] श्री.प्रदीप केशवलाल दाव्हरे व इतर ०६

सही/-
(सतिश बोर्डे)
सहायक आयुक्त(औरंगाबाद)

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[illegible] दिनांक [illegible] रोजी [illegible] सतिश बोर्डे सहायक आयुक्त राज्य कर औरंगाबाद यांनी केलेल्या [illegible]

सही/-
(सतिश बोर्डे)
सहायक आयुक्त औरंगाबाद

[illegible]

१.मा.विभागीय [illegible] यांना माहितीसाठ सविनय सादर.

२.मा.[illegible] यांना माहितीसाठ सविनय सादर.

३.[illegible] सिडको, नविन औरंगाबाद यांना माहितीसाठ.

४.मेसर्स [illegible] यांना/यांनी साइट पोस्ट क्र.[illegible] औरंगाबाद द्वारा बजावणीकामी.

५.[illegible] [illegible] यांना देण्यात येते.

सहायक आयुक्त

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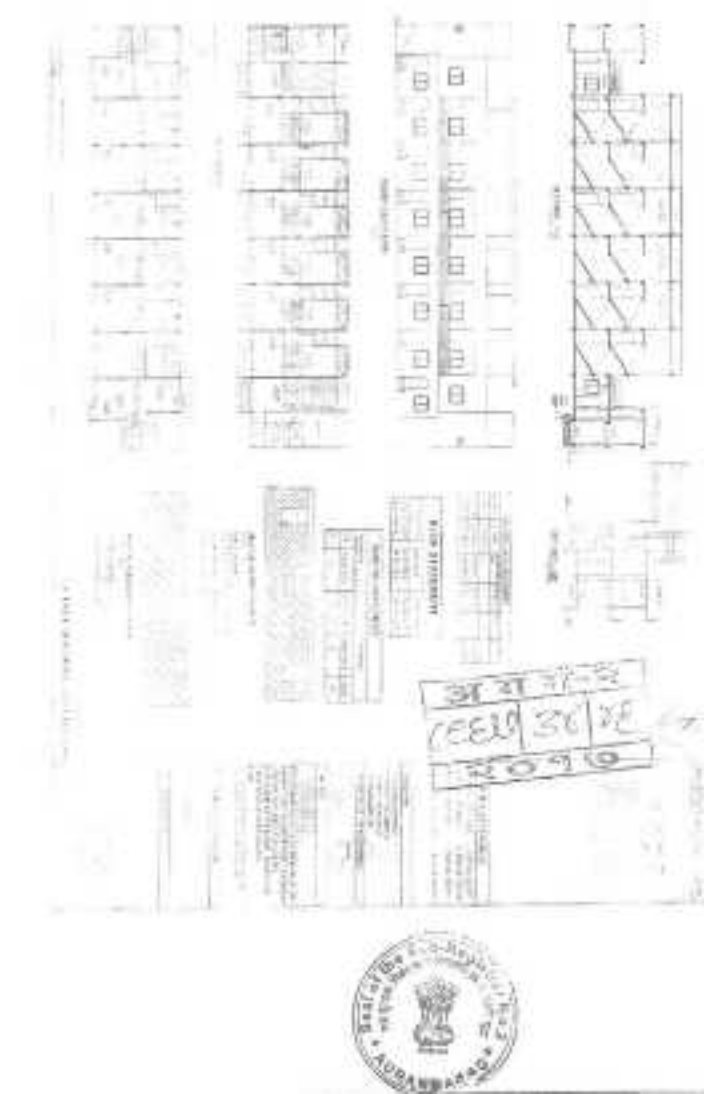

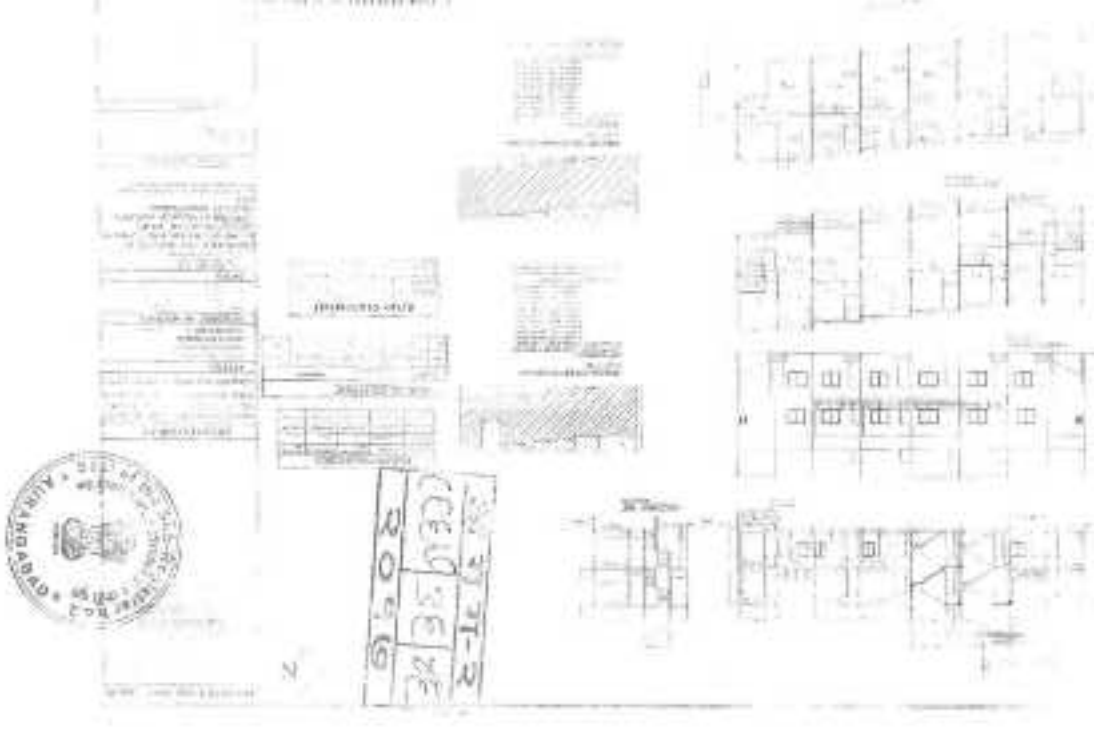

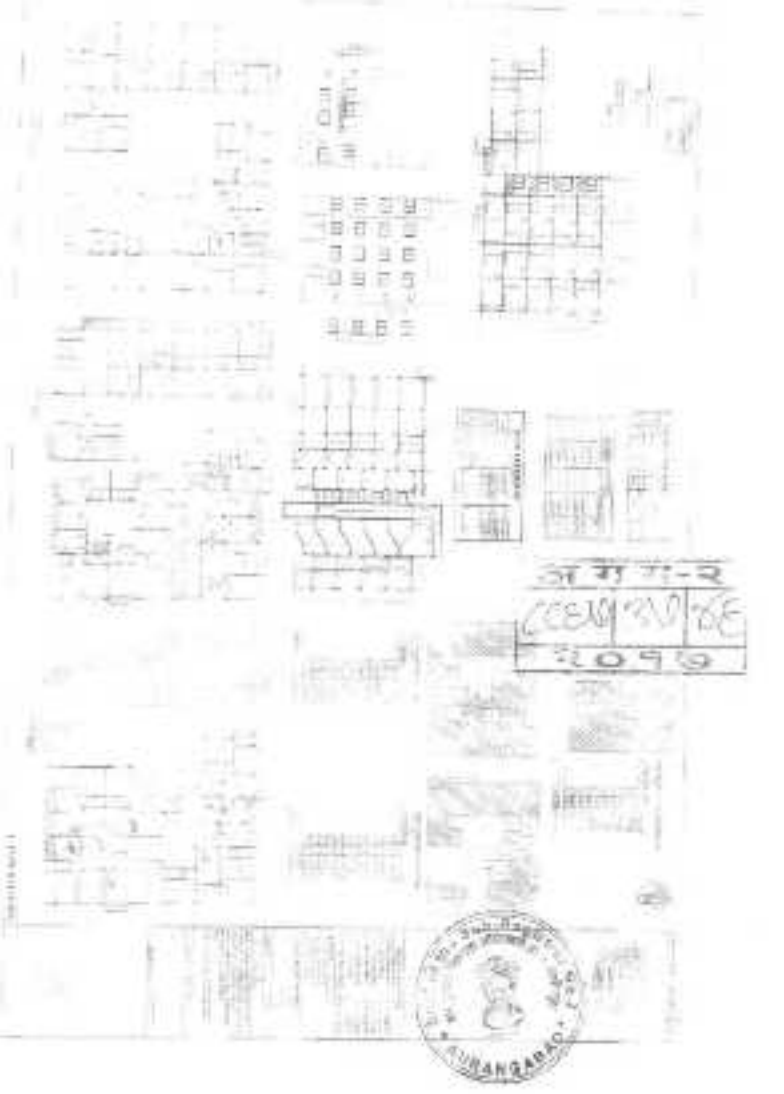

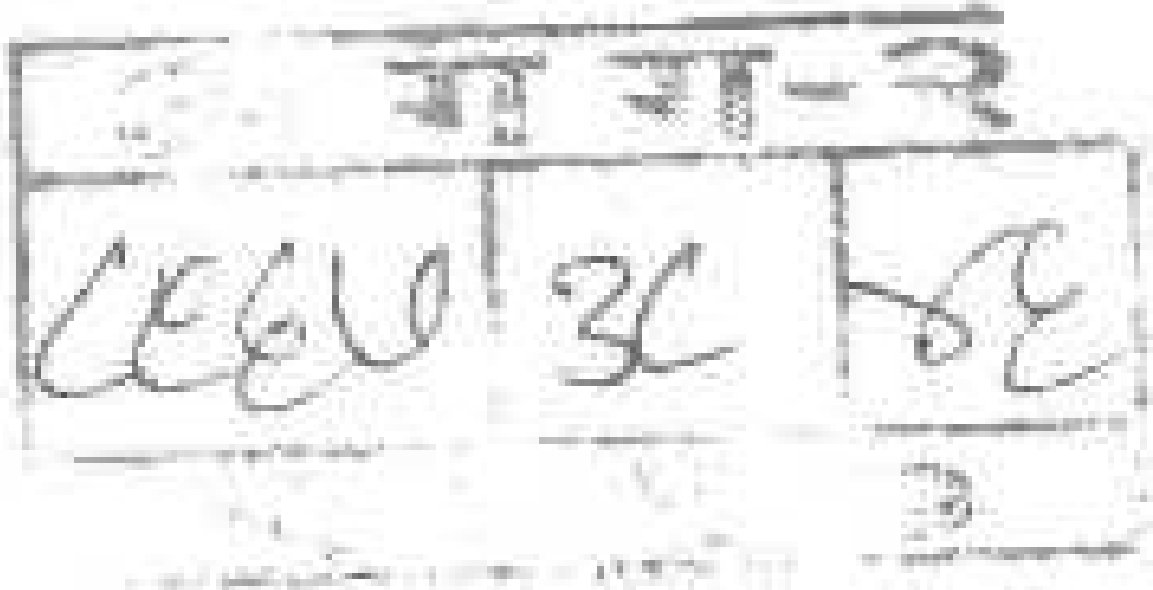

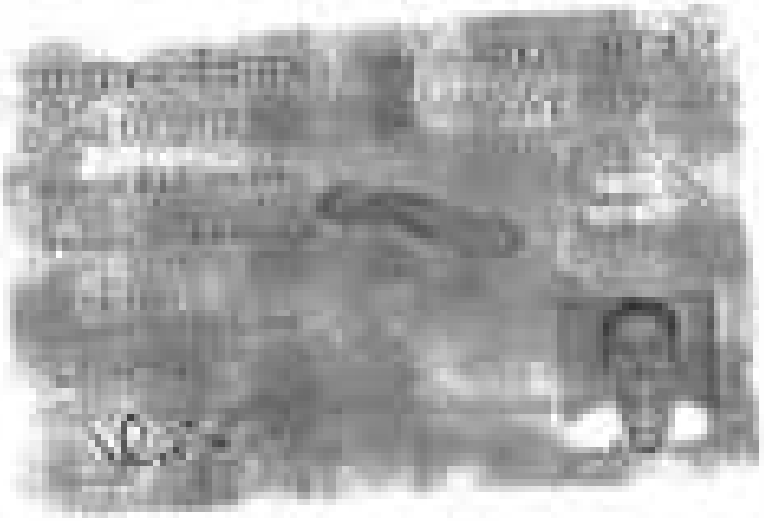

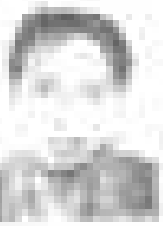

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AURANGABAD

[illegible]	[illegible]
Civil Appeal No. 8307/2017	

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[illegible]

[illegible]

दिनांक 13.12.2017 Date: 13/12/2017

महाधिवक्ता का नाम — **सुश्री माधवी दीवान** के लिए **श्री आदित्य सं डला** को आदेश निम्नानुसार है :

अग्रणी की	₹ 50000.00
अन्य सहायकों की	₹ 450.00
यात्रा भत्ता आदि की	
कुल राशि रुपये	₹ 50000.00

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(Payment Details)

Payment Number

Debit/Credit Number
0004/00796231719