343/2817
Monday,May 21 ,2018
3:18 PM

पावती

मुळदस्त परत केला

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 4107 दिनांक: 21/05/2018

गावाचे नाव: इटखेडा
दस्तऐवजाचा अनुक्रमांक: अगग6-2817-2018
दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट
सादर करणाऱ्याचे नाव: सुयोग डेव्हलपर्स तर्फे पार्टनर 1. सुदाम मारोती मुळे - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 900.00
पृष्ठांची संख्या: 45	
एकूण:	रु. 30900.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:11 PM ह्या वेळेस मिळेल.

Joint S R Aurangabad VI

बाजार मुल्य: रु.3567000 /-
मोबदला रु.3567000/-
भरलेले मुद्रांक शुल्क : रु. 178400/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001759683201819F दिनांक: 21/05/2018
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.900/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2105201803?8 दिनांक: 21/05/2018
बँकेचे नाव व पत्ता:

मुळदस्त परत केला

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DEVELOPMENT - AGREEMENT

Government Valuation of the Plot pertaining to the collective share of respective Owner/s.	Rs. 35,67,600/-

Zone No. 5.100:- @ Rs. 10,800/- per square meter for plot.

This indenture for development of the Plot No. 58, adm. 182.25 Sq. Mtrs. and Plot No. 59, adm. 182.25 Sq. Mtrs., Gut No. 30, Village Itkheda, Tq. and District Aurangabad is made, executed & registered at Aurangabad on 21st th day of May 2018.

BETWEEN

01. **Mrs. Aparna W/o Nirmalsing Nikumbh,**
Age: - 40 years, Occ.:- Service
(PAN No. ACLPN9280A)

02. **Mr. Nirmalsing S/o Komalsing Nikumbh,**
Age: - 45 years, Occ.:- Service
(PAN No. 7724 5963 3901)
Both R/o:- H. No. 104, Gut No. 28, Nathpuram,
Itkheda, Paithan Road, Aurangabad

03. **Smt. Sandhya D/o Maroti Chole,**
(Mrs. Sandhya W/o Vasant Kendre)
Age: - 39 years, Occ.:- Service
(PAN No. AELPC7632M)

04. **Mr. Vasant S/o Bhanudasrao Kendre,**
Age: - 39 years, Occ.:- Service
(PAN No. ATIPK6627N)
Both R/o:- Flat No. 02, Vikrant Apartment,
Station Road, Aurangabad

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Hereinafter referred to jointly and severally as "**Owners / Executors**" (which expression unless contrary to the context shall mean and deemed to include his / her / their respective legal heirs, successors, legal representatives, executors, assignee, administrators, signature authority, attorneys, assignee etc.) **PARTY OF FIRST PART.**

AND

Suyog Developers
(A Partnership Firm registered under the
Indian Partnership Act)
Having its registered office at :-
Survey No. 69, Prabhu Nagar, N-2,
CIDCO, Aurangabad.
(PAN No. **ADPFS3697D**)

Through its Partners

01. **Mr. Sudam S/o Maroti Muley**
Age :- 30 Years, Occ.:- Business
R/o:- Opp. Walmi Gate, Kanchanwadi,
Paithan Road, Aurangabad.

02. **Mr. Prabhakar S/o Janrdhan Surwase**
Age :- 64 Years, Occ.:- Business
R/o:- Plot No. 08, Sector C-3, N-1, Town Centre,
CIDCO, Behind Hotel Windsor Castle,
Aurangabad. **PAN No. AEQPS0233M**

03. **Mr. Shriniwas S/o Manikrao Wagh**
Age :- 38 Years, Occ.:- Business
R/o:- Surgirni Chowk, Laxmi Nagar,
Garkheda, Aurangabad.

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04. Mr. Bharat S/o Gangadhar Chaure
Age :- 32 Years, Occ.:- Business
R/o:- Behind Bembde Hospital,
Beed Bye Pass Road, Satara Parisar,
Aurangabad

Hereinafter called and referred as "**Developer / Builder**" (Which expression unless contrary to the context shall mean and deemed to include the firm, all its present and future partners, his / her / their respective legal heirs, successors, executors, attorneys, assignee, administrators, signature authority etc.) **& PARTY OF SECOND PART.**

TITLE OF PLOT

WHEREAS the non agricultural plot of land bearing Plot No. 58, adm. 182.25 sq. Mtrs. is owned by present Owner No. 01 & 02 from the array of Party of First Part and Plot No. 59, adm. 182.25 Sq. Mtrs., is owned by present Owner No. 03 & 04 from the array of Party of First Part both forming part of land from Gut No. 30, Village Itkheda, Tq. and District Aurangabad within the area of Aurangabad Municipal Corporation. The present owner No. 01 and 02 from the array of Party of First Part has purchased the said Plot No. 58, adm. 182.25 Sq. Mtrs. from Smt. Shakuntala Eknath Garud by virtue of registered sale deed bearing daybook serial No. AGG – 2 – 3216 dated 06/06/2007. Similarly present owner No. 03 and 04 from the array of Party of First Part has purchased the Plot No. 59, adm. 182.25 Sq. Mtrs. from same predecessor i.e. Smt. Shakuntala Eknath Garud by virtue of registered sale deed bearing daybook serial No. AGG – 2 – 3217 dated 06/06/2007. These both plots are subject matter of present development agreement, hereinafter collectively referred to as "the said plots" for the sake of brevity.

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SATISFACTION OF THE DEVELOPER

WHEREAS the respective owner/s have provided all the relevant documents to the developer for development of the said plots and prima facie the builder / developer is satisfied about the title. The respective owner/s has also assured the developer to provide all the details, information, record, original title deeds to Builder / Developer.

ASSURANCES OF THE OWNERS

WHEREAS the respective owners have also assured to the developer, that the said respective owners plot is / are having clear title & free from all the litigation, doubts, liabilities, charges & encumbrances. The respective owners have also assured that if any dispute arises while development or after development of the said plot / property, the respective plot owners shall be responsible to clear all the disputes from their own cost & risk and shall also liable for the loss / damage caused to the developer and / or third party unit / apartment purchasers for reimbursement of same with 36% interest P.A. till actual realisation.

SHARES OF THE OWNERS & DEVELOPER

WHEREAS the respective owner/s & developer have agreed to bifurcate their shares in proposed construction over said plot under development at the ratio of **40 %** in joint and common share to all the owners according to sanctioned plan on the basis of which occupancy certificate will be obtained. Accordingly the Owner No. 01 & 02 shall be jointly entitled for the **20%** share in entire final construction as well as the Owner No. 03 and 04 shall be jointly entitled for the **20%** share in entire final construction and the entire balance **60%** area from entire final construction shall be retained by the present developer. The shares of owners & developer shall be

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divided in form of units to be allotted in favour of respective party coupled with approximate proportion of total built-up area of the Project.

Apart from the sharing in construction supra, the Builder / Developer has agreed to pay and paid the interest free refundable security deposit of Rs. 12,00,000/- (Rupees Twelve Lacs Only) and out of that the amount of Rs. 5,00,000/- (Rupees Five Lacs Only) is paid vide Pay Order No. 021249 dated 03/04/2018 drawn on "The Vaidyanath Urban Co Op Bank Ltd.", Avishkar Colony Branch, Aurangabad to Owner No. 01 and 02 jointly by directly crediting said amount in their loan account as requested by them and Rs. 7,00,000/- (Rupees Seven Lacs Only) is paid vide Pay Order No. 021248 dated 03/04/2018 drawn on "The Vaidyanath Urban Co Op Bank Ltd.", Avishkar Colony Branch, Aurangabad to Owner No. 03 and 04 jointly by directly crediting said amount in their loan account as requested by them. The said amount of interest free security deposit shall be refunded by Plot Owners / Party of First Part to Builder / Developer after completion of construction and before submission of plan for obtaining Occupancy Certificate from Aurangabad Municipal Corporation.

APPOINTMENT OF THE ARCHITECT & STRUCTURAL DESIGNER

WHEREAS the Builder / Developer has liberty to appoint Architect, Structural Engineer for supervision, obtaining permission, providing design, blue prints, etc. require for the project to be constructed on Plot No. 58 & 59. The professional fees of that Architect & Structural Engineer shall bear by the developer only.

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SALE OF UNITS

WHEREAS developer will allot **20**% share in entire constructed units to owner No. 01 & 02 jointly and **20**% share in entire constructed units to owner No. 03 & 04 jointly and / or individually as may be agreed in writing and balance **60** % share in entire constructed units shall be retained by the Builder / Developer as owner and possessor. The above sharing of units shall be decided by the respective plot owners & partners of Builder / Developer mutually, after approval of the building plan / commencement certificate. Irrespective of the final total built up area sanctioned by the Aurangabad Municipal Corporation, the parties have mutually agreed to bifurcate the units irrespective of less or more area of respective allotted units for the sake of convenience and to avoid joint ownership and other issues with other party.

The Builder / Developer & respective plot owner/s shall distribute their proportionate shares, on the basis of location, floors, which will be mutually recorded in deed of declaration U/Sec. 2 Form "A" of The Maharashtra Apartment Ownership Act, 1970 or another document supporting to the this development agreement, which shall be referred as amendment / supplementary to this Development Agreement.

The developer will have right to sale / dispose off units of its share in any manner, that too without consent of the respective plot owners, by virtue of Powers granted in pursuance to present development agreement. Similarly the respective plot owner/s is entitled for or disposal of his / her / their units to the respective purchaser/s that too without the consent of the Builder / Developer, however the possession of respective unit will be handed over by Builder / Developer to

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1] Compound wall.
2] Lights within the area of said building.
3] Common electrical meters for the light to be supplied on the parking, street and common area within the area of said building.

RESTRICTED COMMON AMENITIES

1] Electric motor installed in Apartment for common use.
2] Under ground tank and electric motor installed overhead tank.
3] Common terrace.
4] Area around the building.
5] RCC structure of the building.
6] Staircase and Lobby of the building.
7] Plumbing network throughout the building.
8] Electric wiring network throughout the building.
9] Common electric meter through which the electricity is supplied to the electric motor installed on underground water tank Bore well and also of the lights fixed in common area and facilities.
10] Lift.

IN WITNESS WHEREOF THIS DEVELOPMENT AGREEMENT IS EXECUTED ON the day and date mentioned above, AT Aurangabad.



01. Mrs. Aparna W/o Nirmalsing Nikumbh,



02. Mr. Nirmalsing S/o Komalsing Nikumbh,



03. Smt. Sandhya D/o Maroti Chole,
(Mrs. Sandhya W/o Vasant Kendre**)**



04. Mr. Vasant S/o Bhanudasrao Kendre,
OWNERS / EXECUTORS / PARTY OF FIRST PART

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Suyog Developers
(A Partnership Firm registered under the
Indian Partnership Act)
Through its Partners

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02. **Mr. Prabhakar S/o Janrdhan Surwase**





03. **Mr. Shriniwas S/o Manikrao Wagh**

04. **Mr. Bharat S/o Gangadhar Chaure**
DEVELOPER / BUILDER / PARTY OF SECOND PART

WITNESS:-



1. **Mr. Pradeep S/o Kacharu Kadam**
Age:- 26 Yrs., Occ.:- Business
R/o:- N-2, CIDCO, Thakre Nagar,
Aurangabad



2. **Mr. Akash S/o Maroti Shelke**
Age:- 27 Yrs., Occ.:- Business
R/o:- E/2, 132, Shivaji Nagar,
Garkheda Parisar, Aurangabad

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