DEVELOPMENT AGREEMENT

This Development Agreement is executed today on 11th day of October, 2018, at Aurangabad, by:

1. M/s. Om Sai Construction,
   A partnership registered under
   Indian Partnership Act
   Through : It's Partners :

A. Mr. Nitin Diwan Patil, Age : 30 Years, Occup.: Business, R/o. : Satara, Tq. and Dist. Aurangabad.

B. Mrs. Chhaya Diwan Patil, Age : 51 years, Occup.: Business, R/o. : Satara, Tq. and Dist. Aurangabad.

C. Surekha w/o Karbhari Dhanad, Age : 51 yeas, Occup. : Business, R/o. : Garkheda, Aurangabad.

2. Mr. Prakash Narayan Badve, Age : 57 years, Occup.: Service, R/o. : Plot No. 80, Sandeep Nagar, Market Yard, Ahmednagar.

3. Mr. Vijay Radhakisan Vyawahare, Age : 55 years, Occup.: Business, R/o. : Adarsh Colony, Vaijapur, Dist. Aurangabad.

4. Sanjay s/o Gulabrao Bhadane, Age : 37 years, Occup.: Business, R/o. : Kalawandi, Tq. Malegaon, Dist. Nashik, Through : His GPA Madhur Manikrao Desale, Age : 34 years, Occup.: Business, R/o. Sahayadri Nagar, Garkheda, Aurangabad.

(Hereinafter called as "PARTY OF THE FIRST PART/OWNERS", which expression shall mean and include all their heirs, successors, representatives and assignees)

Seal of the Sub-Registrar No.6 मुख्य निबंधक औरंगाबाद क्र. ६ यांची मुद्रा ★ Aurangabad. ★

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DEV. Agree

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CHALLAN
MTR Form Number-6

GRN	MH006348846201819E	BARCODE		Date	21/09/2018-13:04:55	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)	ADHFS4947A
Office Name	ARB6_AURANGABAD NO 6 SUB REGISTRAR	Full Name	SHRIRAJ LABH DEVELOPER
Location	AURANGABAD		
Year	2018-2019 One Time	Flat/Block No.	LAND GUT NO 107, MITMITA
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	1781200.00	Road/Street	NASIK ROAD
0030063301 Registration Fee	30000.00	Area/Locality	AURANGABAD
		Town/City/District	
		PIN	4 3 1 0 0 5
		Remarks (If Any)	PAN2=AABFO4711B~SecondPartyName=OM SAI CONSTRUCTION AND OTHER~
Total	18,11,200.00	Amount In Words	Eighteen Lakh Eleven Thousand Two Hundred Rupees O nly

DEFACED ₹1811200.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572018092182233	CKH1624317
Cheque/DD No.		Bank Date	RBI Date	21/09/2018-01:06:05	24/09/2018
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		265 , 24/09/2018	

Mobile No. : 9422206075

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

Validity unknown
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Location: India

Challan Defaced Details

Sr. No.		Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-343-5381	0003885657201819	11/10/2018-15:25:31	IGR210	30000.00
2	(iS)-343-5381	0003885657201819	11/10/2018-15:25:31	IGR210	1781200.00
			Total Defacement Amount		18,11,200.00

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Print Date 11-10-2018 03:33:55

4349 09 89
2018

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2109201814340	Receipt Date	11/10/2018

Received from SHRIRAJ LABH DEVELOPER, Mobile number 9422206075, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 5381 dated 11/10/2018 at the Sub Registrar office Joint S.R.Aurangabad 6 of the District Aurangabad.

DEFACED
₹ 800
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	21/09/2018
Bank CIN	10004152018092110888	REF No.	CH90442831
Deface No	2109201814340D	Deface Date	11/10/2018

This is computer generated receipt, hence no signature is required.

Madhuri

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A N D

M/s. Shriraj Labh Developer,
A partnership firm, registered under
Indian Partnership Act, through :
It's Partners :

1. Mrs. Madhuri Mahesh Labhshetwar
Age : 43 years, Occup.: Business and
Household, R/o. : Vedant Nagar,
Aurangabad.

2. Mrs. Jayshree Tukaram Mamidwar,
Age : 44 years, Occup.: Business and
Housewife, R/o. : Beed Bye Pass Road,
Aurangabad.

(Hereinafter called as "PARTY OF THE SECOND PART/DEVELOPER", which expression shall mean and include all the present and future partners of the firm, their heirs, successors, representatives and assignees)

WHEREAS, the Owner Nos.1 to 3 are the owners and possessors of 27 R., portion out of land Gut No. 107, totally admeasuring 1 Hector 70 R., (including pot kharab of 2 R.,), situated at village Mitmita, Tq. & Dist. Aurangabad, and Owner No.4 is the owner and possessor of 20 R., portion of the said land and the lands of Owner Nos.1 to 3 and that of Owner No.4 are adjacent to each other and as such total land admeasuring 47 R. & out of the same 1053.77 Sq.Mtr area is affected by 9 mtr road and 15 meter road , hence land under Development is 36.4623R , which is specifically described in Schedule "A" hereunder.

AND WHEREAS, the Owners decided to develop their respective property described in Schedule "A", but, due to lack of funds, experience and time they are unable to do so, and therefore, they contacted the Party of Second Part and requested to develop the same, the Party of Second Part accepted the said proposal and accordingly it was decided that the registered Development Agreement to be executed after obtaining the construction permission and accordingly, this Development Agreement is being executed on following terms and conditions :-

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1. That, the Party of the First Part hereby declare that they are the absolute owners and possessors of the property described in Schedule "A" and except them no third party is having any interest of whatsoever nature and in any capacity on the said property.

2. That, Party of the First Part hereby declare that the property under development is not subject matter of any acquisition, requisition, nor, it is affected by any reservation. Similarly, the property under development is not subject matter of any litigation in any Court, Tribunal or before any authority.

3. That, the Party of First Part paid all the taxes and charges of the State Government and that of local authority in respect of property under development till 14.02.2018 and since then all such charges and taxes will be paid by the developer.

4. That, the Party of the First Part hereby undertake that the property under development is free from all types of encumbrances and it is not subject to any mortgage, lease, exchange, nor, the Party of First Part created any charge of the State Government, any financial institutions or third party on the same.

5. That, the Party of Second Part at its own costs has converted the land under development in to non-agriculture by obtaining permission U/sec. 42 A of M.L.R. Code, on dated 06/06/2018 having No. CR-56

6. That, the Party of Second Part prepared the layout and got it approved from the Town Planning Authority at its own costs and the Party of Second Part also obtained the construction permission from the Town Planning Authority by incurring all expenses required for the same on dated 21/04/2018 in File No. 669/17/2017-18 AND SANCTION No 125/2018-19. After completion of the construction and on obtaining the occupancy

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certificate, the Party of Second Part will also be entitled to get refund of the construction deposit from Town Planning Authority.

7. That, in the proposed construction, the Party of First Part will retain 37% construction in residential portion and Remaining 63% construction in residential portion will be retained by builder party of the second part . And Party of the first part will retain 50% construction in commercial portion and remaing 50% construction in commercial portion will be retained by the Party of the Second Part. Distribution of the units (Flats/Shops) retained by owners party of first part is mentioned in schedule "B", similarly shops/Flats retained by Developer, party of second part is mentioned in schedule "C".

8. That, the Party of Second Part will be entitled to avail the project loan for the development of the property from any financial institution/Bank by creating charge on the units retained by the Party of Second Part and Party of Second Part will only be bound to repay the said loan.

9. Electric, service connection charges in respect of the units retained by the Party of First Part will be borne by the Party of First Part. In case of Service Tax, VAT GST if applicable after obtaining occupancy certificate for units taken by the party of first part if applicable, will be borne by the party of first part.

10. That, the Party of the Second Part Paid interest free refundable security deposit amount of Rs.25,00,000/- (Rs. Twenty Five Lakhs only) to the party of first part as under :-

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Name of Party of First Part	Cheque Number	Bank's Name	Date	Amount
Mr. Madhur Manikrao Desle	081576	SSUCOB	29.03.2017	Rs.2,00,000/-
	81583		17.05.2017	Rs.1,00,000/-
	81585		29.05.2017	Rs.2,00,000/-
	81592		31.07.2017	Rs.25,000/-
	017886		09.05.2018	Rs.4,75,000/-
Om sai Construction	081577	SSUCOB	18.02.2017	Rs. 90,000/-
	017888		09.05.2018	Rs.4,10,000/-
Vijay Radhakishan Vyavahare	081578	SSUCB	14.02.2017	Rs. 90.000/-
	81586		13.06.2017	Rs.2,00,000/-
	81588		19.06.2017	Rs.2,00,000/-
	031420		12-08-2018	Rs. 5,000/-
Mr. Prakash Narayan Badwe	081579	SSUCB	06.03.2017	Rs. 90,000/-
	81591		29.07.2017	Rs.1,00,000/-
	81595		04.09.2017	Rs. 65,000/-
	81596		05.09.2017	Rs.40,000/-
	017887		09.05.2018	Rs.2,10,000/-
			Total	Rs.25,00,000/-

Total deposit amount will be refunded by the Party of First Part to Party of Second Part at the time of obtaining the possession of the units retained by them after obtaining occupancy certificate.

11. That the Developer shall complete the construction of the building and particularly the flats retained by the owners, within 48 months from the date of development agreement & Submit application for occupancy certificate, however taking occupancy certificate is builder's responsibility.

12. That the developer may submit the building being constructed on the property under development to the provisions of Maharashtra Apartment Ownership Act by executing the Deed

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of Declaration for the same and owners their prospective purchaser will have to be the member of the said

13. That, in addition to the Flat Owner's Association, Developer will also form and register the Co-operative Society under the Maharashtra Co-operative Societies Act, and every purchaser/member of association including therein the Owners or their prospective purchasers will also have to be the members of that society and the said Conveyance Deed in respect of the common areas and facilities will be executed in favor of the said Society.

14. That if any dispute arose between the Developer and his skilled or unskilled laborer, supervisor, contractor parties & related govt agencies the owners will have no concern w th it and the developer will be solely responsible for such dispute.

15. That if any accident arose during the course of development of the property and thereby any loss or damage or injury is caused to the skilled or unskilled laborer or adjacent property of the property under development the owners will not be responsible for the same and the developer will be solely responsible and will have to pay the compensation/damages if any required to be paid.

16. Distribution of the units (Flats/Shops) retained by owners party of first part is mentioned in schedule "B", similarly shops/Flats retained by Developer, party of second part is mentioned in schedule "C". Developer can dispose of the same as it likes and can obtain and retain with itself the sale consideration of the said units mentioned in Schedule "C".

17. That the owners hereby undertake to join with the developer for executing the agreement to sale and sale deed in favor of the unit purchasers in respect of the remaining construction retained by the developer or developer can do so on

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the basis of power of attorney executed by the owners in favor of the developer.

18. That this development agreement will not be treated as partnership deed and owners will have no concern with the expenses of the development incurred by the developer. They will also have no concern with the profit earned by the developer out of the development of this property and as such will not be liable to pay any taxes for the same. However the developer will have no concern with flats retained by the owners and the cash consideration received by them and as such owners will be solely responsible to pay the taxes which will be imposed on the units retained by them after possession.

19. That the specification of the material to be used for the construction and amenities to be provided therein, in respect of the units retained by the Owners will be as specified in Schedule "D" hereunder. However, the Owners or their prospective purchasers desire to have any change in the said material or amenities, Developer will do such changes provided that the said changes are permission as per the building bye laws and further provided that the Owners or their prospective purchasers will have to pay separate charges for such changes suggested by them.

20. That the owners are also executing the separate GPA in favor of the partners of the developer firm thereby authorizing them to carry on the construction, to obtain drainage connection, water connection, electricity connection, to enter in to agreement to sale and sale deed in respect of construction except the construction retained by the owners and obtain its consideration etc.

21. Since RERA rules and regulations are applicable, land owners will abide by it. Also this project is on goods sharing basis , land owners party of first part if necessary will have to open separate bank account as per RERA to receive consideration from unit purchaser Land owners will take all necessary precautions.

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SCHEDULE 'A'
Description of property under development

All that part and parcel of Land Gut No.107, totally admeasuring 1 H 70 R (including pot kharab of 2 R) to the extent of 36.4623R., bounded by: **EAST:** Nala, **WEST** : 9 mtr. Wide road and Gut No. 107 Remaining Land, **SOUTH** : 60 mtr. Road, **NORTH:** Nala & Gut No. 107 Remaining Land, situated at Mitmita, Tq. & Dist. Aurangabad.

SCHEDULE "B"
DETAILS OF THE CONSTRUCTION RETAINED BY THE LAND OWNERS

Building No.	Floor	Flat Number	Carpet Area Sq. mtr. Per Flat
Building A	Upper Ground	A - 01	52.66
Building A	First Floor	A – 03, A-04	52.66
Building A	Second Floor	A-07	52.66
Building A	Third Floor	A – 13 , A-14	52.66
Building C	Upper Ground	C–01, C-02, C-03, C-04	52.66
Building C	First Floor	C–05, C-06, C-07, C-08	52.66
Building C	Second Floor	C–09, C-10, C-11, C-12	52.66
Building C	Third Floor	C–13, C-14, C-15, C-16	52.66
Building E	Upper Ground	E–01, E-04,	52.66
Building E	First Floor	E–05, E-08,	52.66
Building E	Second Floor	E–12	52.66
Building E	Third Floor	E–13, E-16,	52.66

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AREA COMMERCIAL RETAINED BY THE LAND OWNERS

Building A	Carpet Area Sq. mtr. Per Shop
Shop No. 1	32.52
Shop No. 2	21.49

SCHEDULE "C"

DETAILS OF THE CONSTRUCTION RETAINED BY THE DEVELOPER

Building No.	Floor	Flat Number	Carpet Area Sq. mtr. Per Flat
Building A	Upper Ground	A – 02	52.66
Building A	First Floor	A–05, A-06	52.66
Building A	Second Floor	A-08, A-09, A-10	52.66
Building A	Third Floor	A – 11 , A-12	52.66
Building B	Upper Ground	B–01, B -02, B-03, B -04	52.66
Building B	First Floor	B–05, C-06, B -07, B -08	52.66
Building B	Second Floor	B –09, B -10, B -11, B -12	52.66
Building B	Third Floor	B –13, B -14, B -15, B -16	52.66
Building D	Upper Ground	D–01, D -02, D -03, D -04	52.66
Building D	First Floor	D–05, D -06, D -07, D -08	52.66
Building D	Second Floor	D–09, D-10, D -11, D -12	52.66
Building D	Third Floor	D-13, D-14,	52.66

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		D -15, D -16	
Building E	Upper Ground	E–02, E-03,	52.66
Building E	First Floor	E–06, E-07,	52.66
Building E	Second Floor	E–09, E-10, E-11	52.66
Building E	Third Floor	E–14, E-15,	52.66

AREA COMMERCIAL RETAINED BY THE DEVELOPER

Building A	**Carpet Area Sq. mtr. Per Shop**
Shop No. 3	21.49
Shop No. 4	32.52

SCHEDULE "D"

SPECIFICATION OF THE MATERIAL TO BE USED AND AMENITIES TO BE PROVIDED FOR THE CONSTRUCTION

1) RCC frame structure
2) brick work : External 6" thick Internal 4" thick brick work
3) External plaster: Sand Faced Plaster
4) Internal Plaster: Neru finish Plaster
5) Window : Aluminum Sliding with Mosquito net and MS safety Grills
6) Compound wall wherever mentioned in plan
7) PCC in peripheral area
8) Flooring : 600 mm by 600 mm vitrified tiles in all rooms
9) Bath dado : Good Quality Dado tiles upto door height
10) Staircase and landing flooring: kota Stone
11) kitchen otta: Granite with SS Sink
12) Window seals : At bottom

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13) Doors : Bedroom door One side Laminated flush doors other doors Painted Flush doors

14) Main door : Both side laminated Flush Door

15) Door frames : Main door teakwood/ Decorative plywood with laminate and other door frames RCC

16) Electrification : ISI marked flexible concealed wiring with Semi modular switches

17) Bath accessories : L & K or Equivalent quality.

18) Internal coloring : Acrylic paint

19) External Paint : ACE Paint.

20) Plumbing : Conceal plumbing in CPVC material with branded Fixtures

21) Lift: SS Cabin Lift

IN WITNESSETH WHEREOF THIS DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON THIS 11th DAY OF October 2018, AT AURANGABAD.



OWNERS

1. M/s. Om Sai Construction Through : It's Partners :

A. Mr. Nitin Diwan Patil

B. Mrs. Chhaya Diwan Patil

C. Surekha w/o Karbhari Dhanad

2. Mr. Prakash Narayan Badve

3. Mr. Vijay Radhakisan Vyawahare



Joint of the Sub-Registrar No.6 Aurangabad.

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Vaywahare

4. Sanjay s/o Gulabrao Bhadane, through His GPA Madhur Manikrao Desale

DEVELOPER





M/s. Shriraj Labh Developer
Through : It's Partners

1. Mrs. Madhuri Mahesh Labhshetwar

2. Mrs. Jayshree Tukaram Mamidwar

WITNESSES :-

1. Mahesh Vithalrao Labhshetwar
Age: 46 Occu: Business
R/O50, Vedant Nagar,
Aurangabad

2. Tukaram Umakant Mamidwar
Age: 48 Occu: Service
R/O 108 Green Height, Beed By Pass
Aurangabad





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