

342/5855

पावती

Original/Duplicate

Friday, November 06, 2020

नोंदणी क्र. :39म

11:01 AM

Regn.:39M

पावती क्र.: 8178 दिनांक: 06/11/2020

गावाचे नाव: गारखेडा

दस्तऐवजाचा अनुक्रमांक: अगग5-5855-2020

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: श्री. राहुल वसवंत नंदगवळी प्रो.प्रा. आदित्य बिल्डकॉन - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 840.00

पृष्ठांची संख्या: 42

एकूण:

रु. 30840.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:20 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Aurangabad V

बाजार मुल्य: रु.11760000/-

मोबदला रु.0/-

भरतेले मुद्रांक शुल्क : रु. 588000/-

1) देयकाचा प्रकार: DHC रकम: रु.840/-

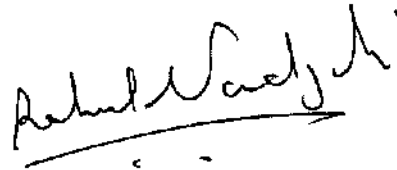
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0511202013535 दिनांक: 06/11/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006591748202021E दिनांक: 06/11/2020

बँकेचे नाव व पत्ता:



CHALLAN
MTR Form Number-6



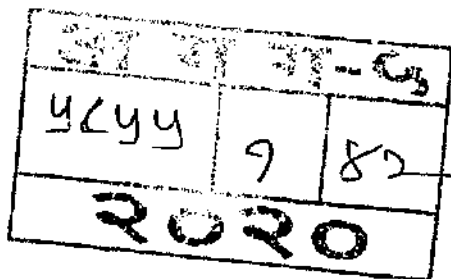
GRN	MH006591748202021E	BARCODE	Date 05/11/2020-09:45:03		Form ID	25.1
Department Inspector General Of Registration			Payer Details			
Stamp Duty			TAX ID / TAN (If Any)			
Type of Payment Registration Fee			PAN No.(If Applicable)			
Office Name ARB1_HQR SUB REGISTRAR AURANGABAD 1			Full Name		Mr RAHUL BASVANT NANDGAVALI Prop	
Location AURANGABAD					ADITYA BUILDCON	
Year 2020-2021 One Time			Flat/Block No.		PLOT NO. 24, CTS NO. 15737	
Account Head Details		Amount In Rs.	Premises/Building			
0030046401 Stamp Duty		588000.00	Road/Street		ULKANAGARI, GARKHEDA	
0030063301 Registration Fee		30000.00	Area/Locality		AURANGABAD	
			Town/City/District			
			PIN		4 3 1 0 0 1	
			Remarks (If Any)			
			SecondPartyName=Mrs CHHAYA PARASHRAM SHELOKAR AND			
			OTHERS-			
Total		6,18,000.00	Amount In Words		Six Lakh Eighteen Thousand Rupees Only	
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN		Ref. No.	
Cheque/DD No.			Bank Date		RBI Date	
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch			Scroll No. , Date		Not Verified with Scroll	

Department ID :

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

Mobile No. : 0000000000

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





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0511202013535

Receipt Date 06/11/2020

Received from self, Mobile number 0000000000, an amount of Rs.840/-, towards Document Handling Charges for the Document to be registered on Document No. 5855 dated 06/11/2020 at the Sub Registrar office Joint S.R.Aurangabad 5 of the District Aurangabad.

DEFACED

₹ 840

DEFACED

Payment Details

Bank Name sbiepay

Payment Date 05/11/2020

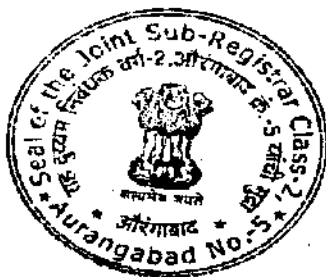
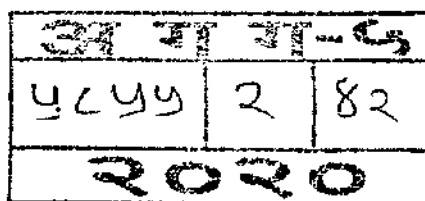
Bank CIN 10004152020110512186

REF No. 202031040426251

Deface No 0511202013535D

Deface Date 06/11/2020

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





CHALLAN
MTR Form Number-6

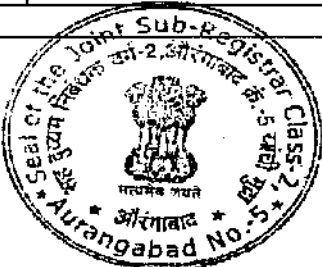
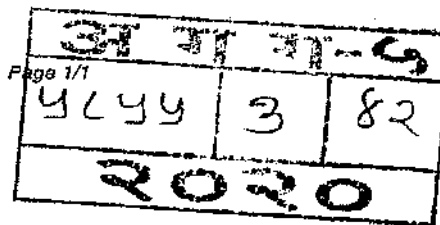


GRN	MH006591748202021E	BARCODE	05/11/2020-09:45:03		Date	05/11/2020-09:45:03	Form ID	25.1
Department			Inspector General Of Registration					
Type of Payment			Stamp Duty Registration Fee					
Office Name			ARB1_HQR SUB REGISTRAR AURANGABAD 1					
Location			AURANGABAD					
Year			2020-2021 One Time					
Account Head Details			Amount In Rs.		Premises/Building			
0030046401 Stamp Duty			588000.00		Road/Street			
0030063301 Registration Fee			30000.00		Area/Locality			
					Town/City/District			
					PIN			
					Remarks (If Any)			
					SecondPartyName=Mrs CHHAYA PARASHRAM SHELOKAR AND			
					OTHERS-			
					Amount In			
					Words			
			6,18,000.00		Six Lakh Eighteen Thousand Rupees Only			
Payment Details			BANK OF MAHARASHTRA					
Cheque/DD Details			FOR USE IN RECEIVING BANK					
Cheque/DD No.			Bank CIN		Ref. No.		02300042020110568882	
Name of Bank			Bank Date		FBI Date		05/11/2020-09:46:03	
Name of Branch			Bank-Branch		BANK OF MAHARASHTRA			
			Scroll No. , Date		Not Verified with Scroll			

Department ID : 0000000000
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दृश्य निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-342-5855	0002979609202021	06/11/2020-11:01:18	IGR209	30000.00
2	(IS)-342-5855	0002979609202021	06/11/2020-11:01:18	IGR209	588000.00
Total Defacement Amount					6,18,000.00



Print Date 06-11-2020 11:04:51

DEVELOPMENT AGREEMENT

Zone No. 1.151 : - @ Rs. 17000/- Per Sq. Mtr.

Govt. Valuation : - Rs. 1,17,60,000/-

Actual Consideration : - Not Applicable

This Development Agreement is made, executed and registered on this 06th day of November 2020 at Aurangabad.

BETWEEN

01. Mrs. Chhaya S/o Parashram Shelokar

Age:- 60 Yrs., Occ.:- Household

R/o:- Flat No. 501, Pushparaj Residency,
Ulkanagari, Garkheda, Aurangabad

Aadhar No. 7161 4406 0937

PAN No. APTPS1514F

02. Mrs. Kanchan W/o Vilas Bhagat

(Kanchan D/o Parashram Shelokar)

Age:- 39 Yrs., Occ.:- Household

R/o:- Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 431 009

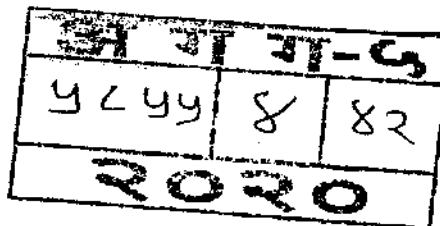
Aadhar No. 8584 5159 8133

PAN No. ASOPB0323K

03. Miss Mansi D/o Parashram Shelokar

Age:- 29 Yrs., Occ.:- Service

R/o:- Flat No. 501, Pushparaj Residency,
Ulkanagari, Garkheda, Aurangabad



Aadhar No. 3386 7765 5615

PAN No. CLJPS8795Q

The Owner No. 01 to 03 have been represented by Power of Attorney Holder (daybook serial No. AGG – 5 – 2850 dated 30th June 2020), however the original deed has been executed by Owner No. 01 and 03 personally and for execution on behalf of Owner No. 02 and presentation for Owner No. 01 to 03 has been made by Power of Attorney Holder.

Mr. Parashram S/o Rajaram Shelokar

Age:- 68 Yrs., Occ.:- Pensioner

R/o:- Flat No. 501, Pushparaj Residency,
Ulkanagari, Garkheda, Aurangabad.

PAN No. AJRPS2523D

04. Mr. Duryodhan Mahadeo Panchbudhe

Age:- 64 Yrs., Occ.:- Pensioner

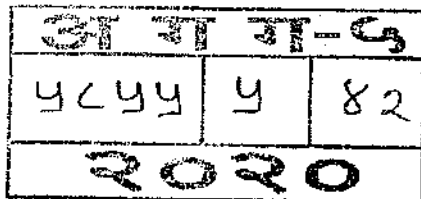
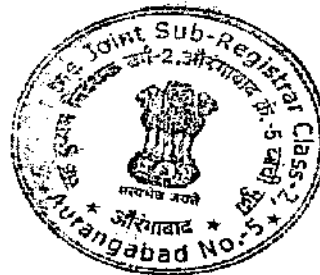
R/o:- Flat No. 202, Pushparaj Residency,
Ulkanagari, Garkheda, Aurangabad

Aadhar No. 8178 7133 6727

PAN No. AFOPP2919N

Hereinafter called as the **OWNERS** (Which expressions shall unless repugnant to the context or meaning thereof be deemed to include his / her / their heirs, successors, representatives executors, assigns etc.) & Party of the FIRST PART.

AND



Mr. Rahul S/o Baswant Nandgavali

Prop. Aditya Buildcon

Age:- 39 Yrs., Occ.:- Business

R/o:-Plot No. 1-A, New Shantiniketan Colony,
Jawahar Colony, Aurangabad.

PAN No. AEHPN8033M

Hereinafter called as **BUILDER / DEVELOPER** (Which expression shall mean, include all his heirs, successors, representatives, executors, administrators & assignees etc.) & **Party of the SECOND PART.**

WITH CONSENT OF

01. Mr. Abhimanyu S/o Duryodhan Panchbudhe

Age:- 40 Yrs., Occ.:- Service

PAN No. AIDPP9409R

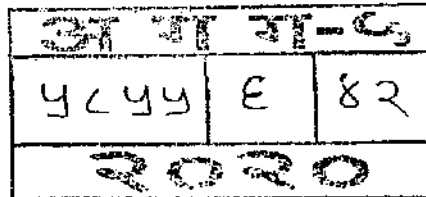
02. Mr. Atul S/o Duryodhan Panchbuddhe

Age:- 30 Yrs., Occ.:- Service

PAN No. BLSP2842M

Both R/o:- Flat No. 202, Pushparaj Residency,
Ulkanagari, Garkheda, Aurangabad

Hereinafter called as the **CONSENTING PARTY** (Which expressions shall unless repugnant to the context or meaning thereof be deemed to include his / her / their heirs, successors, representatives executors, assigns etc.) & **Party of the THIRD PART.**

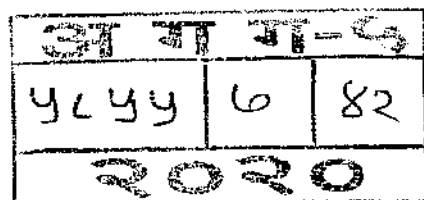
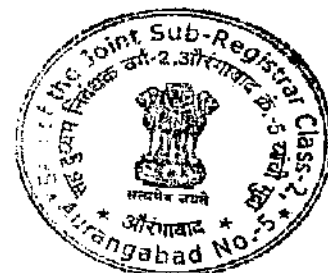


WHEREAS the plot of non agricultural land bearing No. 24, adm. 487.00 Sq. Mtrs. forming part of C.T.S. No. 15737/139, Sheet No. 177, situated at Ulkanagari, Garkheda, Taluka and District Aurangabad is originally owned by Owner No. 01 only (Hereinafter referred to as the said plot for sake of brevity). The present Owner No. 01 purchased the said plot from Mrs. Sushila W/o Santram Batra by virtue of registered sale deed bearing daybook serial No. 5996 dated 15/11/1984 and accordingly the name of present Owner No. 01 has been mutated in P. R. Card of C.T.S. No. 15737/139. The said plot is self acquired property of Owner No. 01.

The said plot is forming part of land duly converted from agricultural to non agricultural vide order No. 91 / RB / DESK – II / LND – I / CR / 178 dated 15/05/1981 of which layout has also been sanctioned vide AGD / LYT / LYT / 641 dated 07/05/1981.

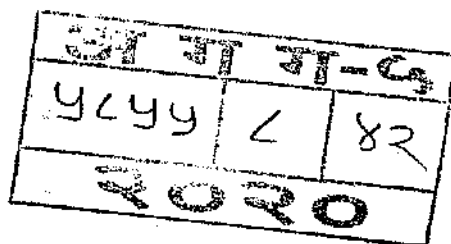
WHEREAS in the year 1995 present Owner No. 01 sold part of said plot bearing C.T.S. No. 15737/139 adm. 233.22 Sq. Mtrs. to Mr. Duryodhan Mahadeo Panchbudhe (present Owner No. 04) to the extent of 116.61 Sq. Mtrs. and Mr. Sunil S/o Janrao Shelokar to the extent of 116.61 Sq. Mtrs. by virtue of registered sale deed bearing daybook serial No. 3018 dated 29/09/1995 and accordingly the name of Mr. Duryodhan Mahadeo Panchbudhe (present Owner No. 04) and Mr. Sunil S/o Janrao Shelokar has been mutated in P. R. Card of C.T.S. No. 15737/139 for collective 233.22 Sq. Mtrs. and thus after selling part of said plot referred supra, the area adm. 253.78 Sq. Mtrs. remained in Ownership and possession of present Owner No. 01.

WHEREAS in the year 2001 one of the aforesaid owner namely Mr. Sunil S/o Janrao Shelokar died on 07/02/2001 and his legal heirs namely Smt. Vaishali Wd/o Sunil Shelokar, Miss Riddhi D/o Sunil Shelokar and Miss Siddhi D/o Sunil Shelokar has been



mutated in P. R. Card of C.T.S. No. 15737/139 in pursuance to heirship certificate obtained by them from Hon'ble Civil Judge Senior Division, Aurangabad vide order in application bearing M.A.R.J.I. No. 512/2001. In the year 2003, Smt. Vaishali Wd/o Sunil Shelokar sold 84.53 Sq. Mtrs. area of said plot C.T.S. No. 15737/139 to present Owner No. 01 by virtue of registered sale deed bearing daybook serial no. AGG - 2 - 1658 dated 16/08/2003 and the said sale deed is executed by Smt. Vaishali Wd/o Sunil Shelokar for herself as well as for her the then minor daughters namely Miss Riddhi D/o Sunil Shelokar and Miss Siddhi D/o Sunil Shelokar and in accordance with said sale deed the name of present Owner has been mutated for said 84.53 Sq. Mtrs. in P. R. Card of C.T.S. No. 15737/139.

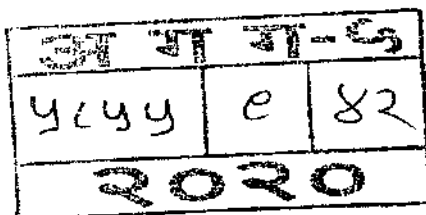
WHEREAS in the year 2020 present Owner realized that, in the year 2003 she got the sale executed to the extent of 84.53 Sq. Mtrs. only Smt. Vaishali Wd/o Sunil Shelokar, when Late Mr. Sunil S/o Janrao Shelokar was owner of 116.61 Sq. Mtrs. and present Owner No. 01 has purchased the entire share of Late Mr. Sunil S/o Janrao Shelokar, however on count of typographical mistake the area under sale in said sale deed has been specified as 84.53 Sq. Mtrs. instead of 116.61 Sq. Mtrs. and accordingly to rectify the said mistake, present Owner No. 01 got the rectification deed to that tune registered in her favour, by virtue of daybook serial No. AGG - 5 - 2847 dated 30/06/2020 by Smt. Vaishali Wd/o Sunil Shelokar, Miss Riddhi D/o Sunil Shelokar and Miss Siddhi D/o Sunil Shelokar and the daughters of Late Mr. Sunil S/o Janrao Shelokar being major one has executed the correction deed personally along with their mother Smt. Vaishali Wd/o Sunil Shelokar and in pursuance to said correction deed the name of present Owner No. 01 has been mutated for 116.61 Sq. Mtrs. and considering her own 253.78 Sq. Mtrs. area she became the owner and possessor of 370.39 Sq. Mtrs. area of



plot C.T.S. No. 15737/139 and ownership of rest 116.61 Sq. Mtrs. area of C.T.S. No. 15737/139 vests with Owner No. 04.

WHEREAS after demise of Mr. Sunil S/o Janrao Shelokar on 07/02/2001 name of his legal heirs namely Smt. Vaishali Wd/o Sunil Shelokar, Miss Riddhi D/o Sunil Shelokar and Miss Siddhi D/o Sunil Shelokar has been mutated in P. R. Card of C.T.S. No. 15737/139 in pursuance to heirship certificate obtained by them from Hon'ble Civil Judge Senior Division, Aurangabad vide order in application bearing M.A.R.J.I. No. 512/2001. However inadvertently the name of mother of Late Mr. Sunil S/o Janrao Shelokar has not been incorporated in array of petitioners in petition for obtaining heirship certificate from Hon'ble Civil Judge Senior Division, Aurangabad in petition bearing M.A.R.J.I. No. 512/2001. Accordingly in pursuance to request made by present Owner No. 01, mother of Late Mr. Sunil S/o Janrao Shelokar and daughters namely Miss Riddhi D/o Sunil Shelokar and Miss Siddhi D/o Sunil Shelokar has confirmed the sale deed bearing daybook serial no. AGG - 2 - 1658 dated 16/08/2003 followed by Correction Deed bearing daybook serial No. AGG - 5 - 2847 dated 30/06/2020 in favour of Owner No. 01 and declared that the sale in favour of present Owner No. 01 has been made for area adm. 116.61 Sq. Mtrs. and accordingly they have confirmed the sale and has no objection for title, ownership and possession of present Owner No. 01 in respect of said area adm. 116.61 Sq. Mtrs. purchased from legal heirs of Late Mr. Sunil S/o Janrao Shelokar.

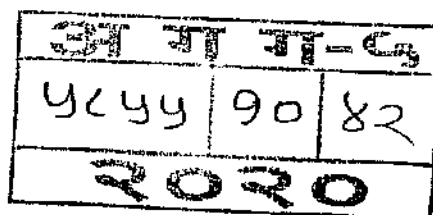
WHEREAS in the year 2020, Owner No. 01 out of her 370.39 Sq. Mtrs. area from C.T.S. No. 15737/139 gifted 123.46 Sq. Mtrs. to Owner No. 02 and similarly 123.46 Sq. Mtrs. to Owner No. 03, who are her daughters by virtue of registered Gift Deed bearing daybook serial No. AGG - 5 - 2848 dated 30/06/2020



and thereafter she remained the owner and possessor of 123.47 Sq. Mtrs. and by virtue of said Gift Deed the name of her daughters i.e. Owner No. 02 and 03 has been muted in P. R. Card of C.T.S. No. 15737/139.

WHEREAS the present Owner No. 01 to 04 are desirous to develop the said plot but due to lack of time and experience etc., they find it difficult to do it at their own and at the same time the developer is interested in developing the said plot as he is doing the said business in Aurangabad, and therefore, the present plot Owners requested to the developer to develop the said plot and the Developer / Builder has agreed for the same.

WHEREAS in pursuance to negotiations between the parties, before registration of Development Agreement the Builder / Developer has proposed to get the building plan sanctioned after loading the TDR in form of FSI for which Builder / Developer procured the TDR in the name of Owner No. 01 to 04 at his cost and thereafter get the building plan sanctioned in the name of Owners only, so as to curtail the time and accordingly the Owners have agreed for the same. Accordingly, the Builder / Developer have purchased the TDR adm. 68.94 Sq. Mtrs. under Certificate No. AMC / TP / DRC / 30 / 2020, Folio No. 03/30 dated 27/02/2020 from Mr. Vishal S/o Subhash Lolge vide transfer deed registered at daybook serial No. AGG - 2 - 4280 dated 06/08/2020. Similarly, TDR to the tune of 23.06 Sq. Mtrs. has been purchased in the name of present owners by Builder / Developer under Certificate No. AMC / TP / DRC / 30 / 2020, Folio No. 03/27 dated 27/02/2020 from Mr. Aziz Khan Ahmed Khan, Mr. Mohammed Khan Ahmed Khan, Mr. Riyaz Khan Ahmed Khan, Mr. Rafiya Khan Ahmed Khan, Mr. Amena Begum Ahmed Khan and Mr. Anwar Khan Ahmed Khan vide transfer deed registered at daybook serial No. AGG - 2 - 4279 dated

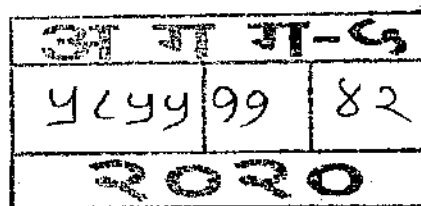


05/08/2020. Accordingly after purchasing the TDR and loading the same, the Builder / Developer got the building plan sanctioned in the name of Owners from Aurangabad Municipal Corporation vide Book No. 435, License No. 45/2020-21, File No. 47/17/2020-21 dated 07/09/2020 and as agreed the parties have decided to get the development agreement registered on the terms and conditions herein set below.

WHEREAS the Consenting Party No. 01 and 02 is son of Owner No. 04 and Consenting Party No. 01 and 02 has no concern with said property under development, however in pursuance to family settlement in between the family members of Owner No. 04, in pursuance to specific request of Owner No. 04, the units falling in share of present Owner No. 04 as specified in present agreement and Deed of Declaration has been passed on to Consenting Party No. 01 and 02. In this backdrop the present agreement is executed and registered by the parties on terms and conditions specified herein below :-

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:-

01. The Owners hereby permits the Developer / Builder and the Developer / Builder has agreed to develop the said plot (the said plot of non agricultural land is more particularly described in the schedule "A" forming part and parcel of this development agreement) by constructing apartment at his own cost, efforts and expenses in pursuance to sanctioned building plan. The construction specifications have been specified in the Schedule "B". For development of the said plot, the Developer / Builder on his own expenses shall be entitled to apply for and obtain necessary sanctions and permissions from all the concerned



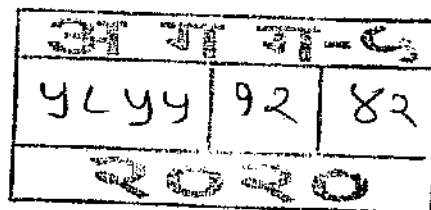
authorities for commencement and completion of the construction on the said plot / property.

02. THAT the Owners hereby declare that the said plot under development is free from all types of encumbrances and plot Owners are having absolute title of ownership and possession of the same. The respective Owner has not mortgaged the said plot / part of plot and structure thereon with any bank, financial institution etc., found if any, he / she / they have assured to clear and obtain the "No Dues Certificate" before commencement of construction, to avoid the delay in completion of project.

03. That the Developer / Builder shall carry on the construction work and development of the plot at his own cost, consequence, risk and responsibility.

THAT in case any dispute of any kind in respect of the said plot arose, then the Plot Owners hereby undertake to indemnify to developer / builder for all losses caused to him.

04. That, the Developer at his own cost already prepared a plan of residential building consisting apartment/s and got it sanctioned from Municipal Corporation Aurangabad, the Developer / Builder may obtain revised Construction permission from the competent authority i.e. Municipal Corporation of Aurangabad, by paying all the deposits and necessary fees for the same and if required Developer / Builder may also obtain electricity connection, by paying all the charges, fees and deposits in the name of plot owners. The Developer / Builder shall also be entitled to obtain refund of security deposit etc. after completion of the construction, from Aurangabad Municipal Corporation.

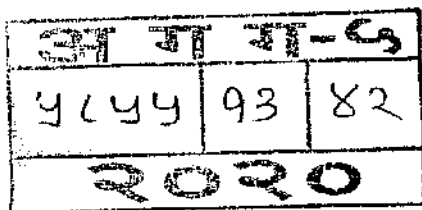
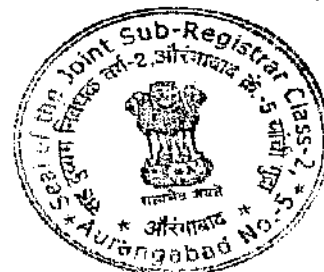


05. That the Developer / Builder shall at his own cost has authority obtain all necessary permissions from competent authority and get it approved from the competent authority by paying all the charges and deposits required for the same. THAT the Developer / Builder will obtain the construction permission from the competent authority by paying all the deposits and fees for the same.

06. That the Owners have simultaneously delivered the physical possession of the plot under development to the Developer / Builder. The Developer / Builder shall be entitled to enter upon the said plot for erection of new construction.

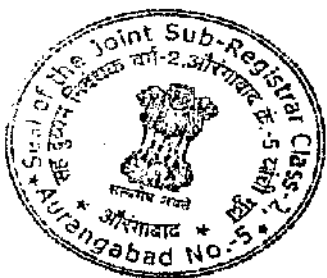
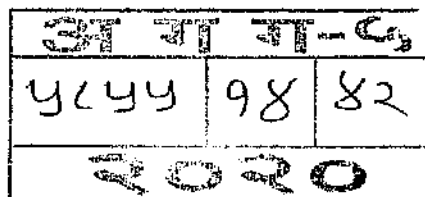
07. THAT the Developer / Builder shall carry on the construction of the building / s in accordance with the building permission granted by the competent authority. And Developer / Builder shall obtain the Occupancy Certificate from Municipal Corporation in due course, at the risk and consequence thereof.

08. That, in consideration of property, being given for development by the Owners to the Developer / Builder, the Developer / Builder offered in consideration of the plot being given for the development by the owners to the builder / developer, against the plot under development the **55% (Fifty five Percent)** construction will be allotted to Owners out of total constructed structure and considering that **55% (Fifty Percent)** the distribution of 100% will be (just for working on percentage in sharing) the **32% (Thirty Two Percent)** construction will pass on to Owner No. 01, **22% (Twenty Two Percent)** construction will pass on to Owner No. 02, **22% (Twenty Two Percent)** construction will pass on to Owner No. 03 and **24% (Twenty Four Percent)** construction will pass on to Owner No. 04 and the balance **45% (Forty Five Percent)**



construction shall be retained by the builder / developer as a owner and possessor thereof as mentioned in the deed of declaration (which is registered immediately in pursuance to present deed) of the plot under development and / or in pursuance to any supplementary agreement executed and registered. The specific area from (of) the construction to be retained by the Owners (including owners share inter say) and Developer / Builder is decided and specified in deed of declaration. The specific area from (of) the construction to be retained by the Owners and Developer / Builder is determined, finalized and specified in deed of declaration.

09. That the Developer / Builder can dispose off from his share in the proposed construction i.e. apartments to the prospective purchaser/s at the price decided by developer / builder on any terms and conditions that, may be agreed upon by the Developer / Builder with the prospective purchaser/s and the Owners & Consenting Party hereby undertakes that they would be available as and when required to join with the developer / builder for signing and executing the required documents on execution of agreement to sale, sale deed and / or any document if required and thereby confer absolute title in favour of the prospective purchaser/s, for which the Owners & Consenting Party has executed and registered power of attorney in favour of Builder/ Developer, along with this development agreement. The respective party shall have the sole right from the amount receivable from the prospective purchaser / s against the sale of its respective share in respective apartments. None of the party shall claim the sale consideration received after selling the respective share by respective party from the proposed construction on the said plot.

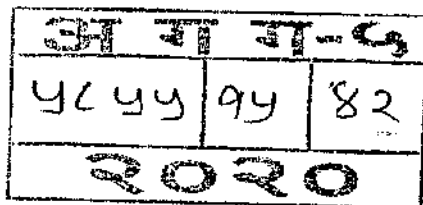
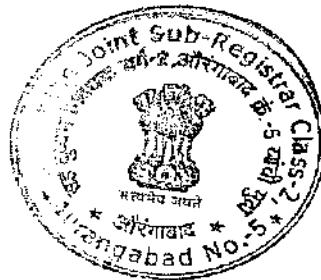


That the Developer / Builder will carry on the construction on the said plot under development at his own cost, risk and responsibility and as per his desire and needs of the customers and Owners & Consenting Party shall not have any objection for the same.

10. THAT the proposed building / structure being constructed on the plot under development shall be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970 and the developer / builder will execute the Declaration U/sec. 2 Form "A" of The Maharashtra Apartment ownership Act, 1970. Further the name of the said project shall be **"Arya Chhaya Arcade"** and the name shall not be changed in any case.

11. THAT, the Owners hereby undertake that they are the absolute owner of the said plot described in Schedule "A" and there is no defect in their respective title. If any defect in the title of the Owners or any dispute on account of title or boundaries or anything in respect of the said plot found, it will be the total responsibility of the Owners and they will have to remove the same by taking proper steps at their own cost and risk.

12. That the said plot will be developed in 18 (Eighteen) months from the date of receipt of certification from competent authority under "The Real Estate (Regulation and Development) Act, 2016" of which cost will be borne by the Developer. In case the developer / builder failed to complete the construction within specified period (as mentioned in development agreement) then they shall be paid collective penalty of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) per month to all Owners. Provided if the delay caused due to natural calamities COVID like

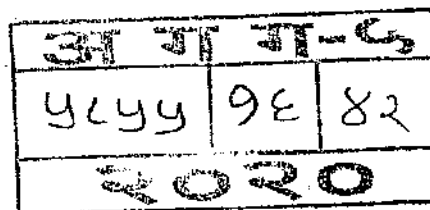


pandemic etc. which is / are beyond the control of developer / builder and in such circumstances period for development shall automatically stands extended. As well as in case of War, Curfew in such circumstances period for development shall automatically stands extended.

Further as the said plot is being for development to the builder / developer, the Plot owner No. 01 and 04 has to reside in rented house for which the Builder / Developer has agreed to pay the rental amount to the tune of Rs. 10,000/- to Owner No. 01 and 04 only , till handing over possession to the Plot Owners and / or getting Occupancy Certificate, whichever is earlier. The Owner No. 02 has her own accommodation at Pune and Owner No. 03 resides with Owner No. 01 as such and Owner No. 02 and 03 will not claim such separate compensation for alternate accommodation.

13. The Builder / Developer hereby admit and undertook that, the entire construction work of the plot under development would be at the cost and consequences of the Builder / Developer. In the event of any accident or damages caused to the persons and properties such as, labourers / agent / representatives / employee or passer by or unknown persons if any is occurred, any property belonging to the adjacent owner of the plot under development or belonging to the Builder / Developer is damaged, the Builder / Developer solely shall be held responsible for the expenses if any arising out of the aforesaid unwanted incident. In no case the Owners shall be held responsible for the same.

14. The Builder / Developer can obtain loan facility on the apartments retained in his exclusive share after due execution and registration of deed of declaration / supplementary deed, without the consent of owners, from any bank or financial



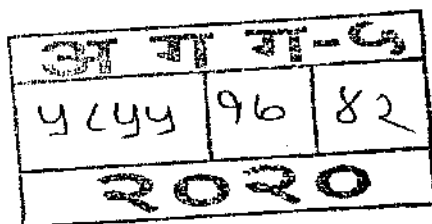
institution etc. The Builder / Developer has no authority to mortgage the apartments from share of Owners.

15. The builder / developer hereby admits and undertook that, he shall get separate electricity meter as the requirement of the construction work, in the name of the owners, if required during the course of construction of the plot under development and all the expenses, deposit and charges shall be deposited by the builder / developer exclusively. The owners shall not be liable for the same.

16. THAT the developer / builder shall employ the services of the authorized & certified Architect and RCC consultant for the construction of the building and their fees shall be paid by the developer / builder. Similarly, the developer / builder may also obtain the services of the legal adviser either in between the Owners, developer and apartment purchaser/s; expenses of such documents and fees of the advocate will be paid by the Builder / Developer pertaining to his share.

17. That the Owners hereby undertake that, they have had paid all the taxes of Municipal Corporation including other attributable taxes in respect of said plot for respective share. If, any taxes or cess are found due on the said plot up to the date of registration of this agreement, the owners shall pay those dues. However, the income tax shall be paid by the developer / builder & Owners pertaining to their respective share.

19. THAT the Owners also executing an irrevocable General Power of Attorney in favor of the developer / builder and thereby authorising him to carry on the construction / development work of the plot, to obtain construction permission, to execute the declaration U/Sec. 2 - Form "A" of The Maharashtra Apartment



Ownership Act, 1970 and to do all the deeds for the formation of Association, to enter into agreement to sale and to execute the agreement to sale, correction deed and sale deed in respect of the constructed portion from his share.

The Consenting Parties have not been made party to the deed of Power of Attorney and Deed of Declaration registered in pursuance to present agreement as their presence is not required and the respective units shall be handed over to respective Owner No. 01 to 03 and on behalf of Owner No. 04 to Consenting Party No. 01 and 02 after completion of construction by virtue of Possession Deed by Builder / Developer.

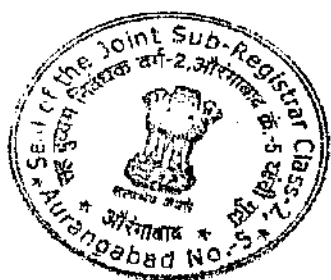
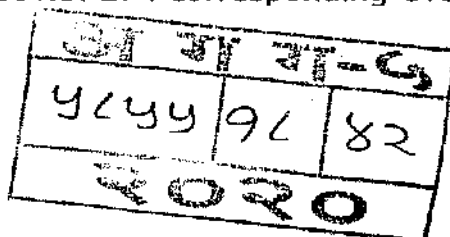
20. That, this will not be a partnership between Owners and the Builder / Developer. Both the parties do not intend to create mutual agency. Both parties shall be liable to bear and pay income tax and other taxes attributable on their respective income/ shares / profits and on present agreement, as the case may be.

The Owners and Developer / Builder shall collect the Goods and Services Tax from the prospective purchaser/s pertaining to tenements falling in share of respective party and deposit the same with the relevant authority or make arrangements for the payment of the same at a later date whenever it becomes applicable.

SCHEDULE "A"

The plot of non agricultural land bearing No. 24, adm. 487.00 Sq. Mtrs. forming part of C.T.S. No. 15737/139, Sheet No. 177, situated at Ulkanagari, Garkheda, Taluka and District Aurangabad is bounded as under :-

EAST	:-	Plot No. 23
WEST	:-	Plot No. 25
SOUTH	:-	Road
NORTH	:-	Plot No. 274 corresponding CTS No. 15736/131



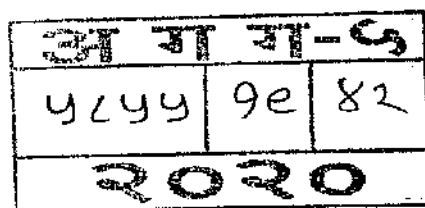
SCHEDULE "B"

SPECIFICATION OF CONSTRUCTIONS

SPECIFICATION OF APARTMENTS

The specification of the material to be used and other things shall be :-

STRUCTURE	:-	RCC framed structure Cement :- Birla A-1 / Birla Gold / Ultratech / ACC Sand :- 30% crush sand and 70% regular sand of river basin.
WALLS	:-	Outer masonry wall 6" red brick inner masonry wall 4" red brick with Sand faced plaster on external wall sand faced plaster on internal walls with neeru finish.
DOORS	:-	Main door : Wooden frame with laminated flush door. Other fiber door with RCC frame
PLUMBING	:-	Concealed fitting with CPVC pipe, Indian type pan in toilet. The floor of terrace and toilet will be water proof.
KICHEN OTTA	:-	Granite Top and stainless steel sink in kitchen.
FLOORING	:-	Ceramic tiles in Hall & other rooms size 22" x 22" and Anti skid flooring in toilet.



	Glazed tiles up to lintel level in kitchen and up to 7 feet height in W.C.
WINDOW	:- M.S. fabricated Grill for window. Powder coated 3 *track aluminum sliding window with green marble sill.
ELECTRIFICATION	:- Concealed fitting type with standard switches and 4 ½ points in all rooms and 1 Power Point in kitchen. (Roma / Legrand)
PAINTING	:- Cement paint from outside , & Plastic paint from inside.
LOFT	:- One in kitchen and one on WC
LIFT	:- Lift of standard company for 4 persons
Parking	:- Suitable space with flooring in P. C. C.

