

Received Adjudication Fee Rs. 100/-
 Vide Challan No. Receipt No. MH003012755202021E
 Dt. 12/8/2020
 Collector of Stamp
 Aurangabad.

Certificate u/s 32(1)(b) of the Bombay Stamp Act. 1958

ADJ/3100901/ 129 /20-20/

Office of the Collector of Stamp

Dated 12/8/2020

Received from Shri MS. Mahajaxmi Builders Thz. Its Partner Swapnil
 residing at Plot no. 3, Plot no. 17, 18, Mustafabad, A'bad.

Stamp duty of Rs. 445200/- Four Lakh Forty Five Thousand
Two Hundred Rupees only

Challan No. MH004220136202021E Dt. 10/9/2020

Certified under Section 32(1) (b) of Bombay Stamp Act. 1958

that the full duty of Rs. 445200/- with which
 this instrument is chargeable has been paid vide artical no. 5 (h-a),

of Schedule I

25(b)(ii) This Certificate is subject to the provisions of section

53 (A) of the Bombay Stamp Act. 1958

Place :- Aurangabad.

Date :- 10 / 9 / 20 20

M.V. RS -89,02,500/-



Collector of Stamps
 Aurangabad.



DEVELOPMENT AGREEMENT

This Development Agreement is executed on -- day of August
 2020 at Aurangabad

BETWEEN

**CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL
 PVT. LTD.**

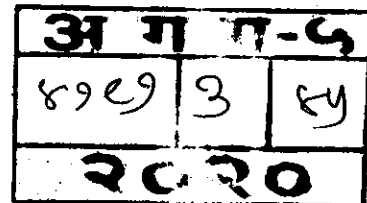
A Registered Company under the provisions of the
 Companies Act

CIN : U85300M12019PTC32012

(PAN NO. AAHCC9874F)

Having its Registered office at,
 Beed Bypass Aurangabad

Through its authorized Directors



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1] RAMDAS S/o. DAGDURAO NAGARGOJE
(PAN NO. AGLPN8341C)
AADHAR No. : 4925 1957 5537
Age 40 Years, Occu.: Doctor,
R/o Row House No. F-42, Gut No. 1, Venus Society,
Beed bypass Aurangabad

2] VISHAL S/O HARIPASAD CHANDAK
(PAN No. ASZPC8476B)
AADHAR No. : 4963 7733 7837
Age : 35 Years, Occu. : Doctor,
R/o Sai Residency, 18 Manjeet Nagar,
Akashwani, Aurangabad.

3] MANISHA W/O RAMDAS NAGARGOJE
(Pan no. BJBPS7746G)
AADHAR No. : 3224 6030 1670
Age : 39 Years, Occu. : Doctor,
R/o Row House No. F-42, Gut No. 1, Venus Society,
Beed bypass, Aurangabad.

4] SHRADDHA W/O VISHAL CHANDAK
(PAN No.) ANGPB0685H
AADHAR No. : 4945 6046 7530
Age : 35 years, Occu. : Doctor,
R/o Sai Residency, 18, Manjeet Nagar,
Akashwani, Aurangabad.

(Hereinafter received to as 'Owners', which expression shall mean and include his successors, legal representatives and assignees in interest)

.....Party on the First Part

AND

M/s. Mahalaxmi Builders
(PAN No. ABDFM3301J)
A Registered Partnership Firm
Having its office at
Flat No. 1, Kalpataru Apartment,
Plot No. 51 & 52, Adityanagar,
Garkheda, Aurangabad.

Through its Partners

Mrs. Charulata Moreshwar Kulkarni
Age: 59 yrs., Occu: Business
R/o Ramanand Colony Aurangabad

2. Mr. Swapnil Moreshwar Kulkarni
Age: 34 yrs., Occu: Business
R/o Ramanand Colony Aurangabad

3. Mr. Dhananjay Babasaheb Doiphode
Age: 30 yrs., Occu: Business
R/o Singaon (Jahangir) Deolgaonraja



Dist. Buldhana

4. Mrs. Shipla Surendra Ratnaparkhi

Age: 31 yrs., Occu: Business

R/o Plot No. 35, Dnyaneshwarnagar,
Satara parisar, Aurangabad

(Hereinafter received to as 'The Developer/Builder, which expression shall mean and include his successors, legal representatives and assignees in interest)

.....Party on the Second Part

Chandak Nagargoje Superspeciality Hospital Pvt. Ltd; is the owner and possessor of Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad. Tq. And Dist. Aurangabad vide Registered Sale Deed bearing No. 1462 dated 22.03.2019.

Chandak Nagargoje Superspeciality Hospital Pvt. Ltd; vide Registered Deed of Transfer of Development Right bearing No. 1820 dated 12.03.2020 has already purchased TDR to the extent of 58.61 sq. meters from its previous owners Mr. Raju Pirchand Warghat.

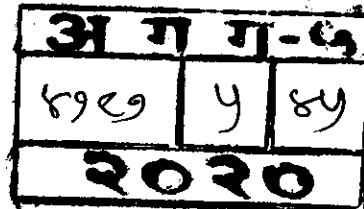
That, the party on the first part i.e. owner has decided to develop the said property through developer and as such the approached to the party on the second part i.e. developer for the development of the above said property. The developer decided to develop the said property. It is further agreed between the owners and developer as stated in this agreement.

4. The Owner has agreed to authorize the Developer/Builder to develop the said land described in the Schedule hereunder written, by constructing buildings (consisting of flats) thereon on Flat Ownership basis, on the following terms and conditions agreed to between the parties hereto :

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. With a view to develop the said land described in the Schedule hereunder written (hereinafter referred to as "the said property") as may be permitted by all concerned authorities, the Owner hereby agrees to entrust and hand over to the Developer the property referred under the schedule, with work and right of Development of the said property described in the Schedule hereunder & on the terms hereinafter contained.

2. The Developer hereby agrees to develop and or cause to be developed the said property on the terms mentioned herein and as permitted by the concerned authorities by constructing flatted building thereon on ownership basis.



The Owner agrees that he will obtain the construction permission & other whatever permissions required to develop the property in his name & at his own costs and on his own responsibility.

3. In Consideration of the Owners having agreed to entrust to the Developer the development of the said property described in the Schedule hereunder written and to confer upon the Developer the rights, powers, privileges and benefits as mentioned herein. The Developer agrees to be allot/entrust 6 flats to be constructed on the above said land to the owners against the development of the said land. AND the Developer has right on the rest of the 10 flats.

In addition to the terms & conditions stated as above it is further agreed in between the parties that, the Developer shall pay money consideration amount of Rs. 5,00,000/- (Rupees Five Lacs only) to the owner & the developer has already paid the said consideration amount to the owners as per the following cheques, detailed as below & the owners hereby acknowledge the receipt of said amount.

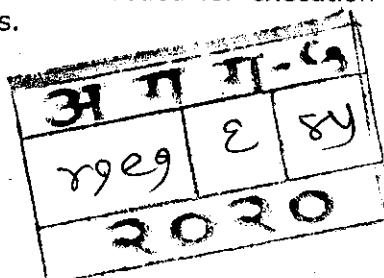
Sr. No.	Date	Amount in Rupees	Cheque Number	Name of the Bank
1	19.08.2020	5,00,000/-	025546	Saraswat Co-op. Bank Ltd.

The receipt of the above payments is acknowledged by the owner.

4. This Agreement will not be treated as a partnership between the Owners and the developer or an Agreement for Sale of the said Land by the Owners to the Developer.

It is further agreed in between the parties of this development Agreement that, after completion of construction work as per the approved map of construction, it is agreed in between the parties that the developer will obtain completion certificate at his own cost & it is his sole responsibility; but due to some reasons/issues with respect to the layout, N.A. or plot raised in future in that event it is the sole responsibility of the owner to solve the said issue.

After issuance of the Completion Certificate by the Aurangabad Municipal Corporation of the project, the Developer shall hand over the possession of the Flat to the owners with respect to their share & the owners shall have absolute right & liberty to Sale their Flats & to receive independently the consideration of said sold Flat & no consent of the developer shall be needed for execution of the Sale Deeds by the owners.



After completion of the construction the developer will hand over the finished constructed share of the land owner to them & issue the possession certificate in that regard.

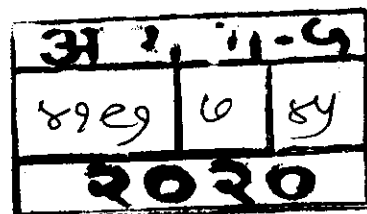
5. The Owner has assured that he is the full Owner of the said property and that the property is not subject to any dispute, litigation, mortgage, charge or any other encumbrance. In future if any dispute with respect to the title of the property is arises the owner shall resolve all the disputes at his own cost & make available to the developer the clear, good & marketable title of the property referred under the schedule. If the owner shall fail to resolve the disputes in reasonable period then he shall pay all the expenses/losses to the developer.

6. The Developer shall not start any work of development on the said property unless the concern authorities sanction the building plans and other competent authority & Commencement Certificate are issued in favour of the Developer/Owner.

7. WHEREAS, it is decided between the parties of this development agreement that the party on the second part i.e. developer shall construct and complete the entire project within period of 48 months from the date of commencement certificate/ construction permission given by the Municipal Corporation, Aurangabad. Both the parties of the development agreement are agreed and consented for the same. However, the said period of construction will be automatically extended in case due to shortage of water, sand and other Building material for construction purpose & the construction could not be continued due to any other natural calamities, lock-down, any viral deceases like Covid-19 etc. or in the case of the construction activity is stopped by the Government or Corporation for any reasons and/or in the case of FSI of the property is increase, or any dispute like any issues/disputes regarding demarcation of plot, N.A. Order, Lay-out related any quires/disputes in respect to the property under development arose.

8. The development of the said property by construction of building or buildings thereon shall be at the entire costs, expenses and risk and on the entire account of the Developer. All buildings to be constructed on the said property and all dwelling units thereon will be in accordance with the scheme of the Competent Authority/State Government and other relevant Acts and also in accordance with the Development Rules and Regulations for the time being in force. The Developer shall be at liberty to make necessary applications for the purpose to the authorities concerned in the name of the Owners and the Owners shall join, in such applications but the responsibility of obtaining such permissions will be on the Owner and at his costs.

9. The Developer shall be at liberty to sell the constructed area/Flats to any of the prospective purchaser, as the Developer may think fit, to the extent of his share in the proposed flatted building to be constructed on the



property plots referred under the schedule. Further The Developer shall receive & retain the total consideration amount, out of sale of the flats/units, to the prospective purchasers, to the extent of his share.

10. The Developer shall be entitled to put up and permit to be put up advertisement board upon the said property.

11. It agreed in between the parties that, as per the present area the developer shall obtain the construction permission from the Aurangabad, Municipal Corporation & shall start the construction, as per the sanctioned plan. If in future any additional FSI shall be made available on the property referred under the schedule, in that event the developer shall pay the required charges for availing the said increased FSI & the Developer shall construct the additional FSI at his own cost & sale all the units constructed out of the said additional FSI & the owner has no any share in the said additional construction.

The constructed units/flats shared by the owners & developer are detailed as below:

SHARE OF THE LAND OWNER (37.5%)

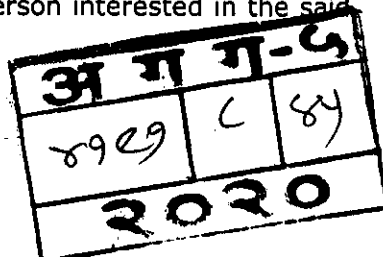
Sr. No.	Floor	Flat No.
1.	Second Floor	05
2.	Second Floor	06
3.	Second Floor	07
4.	Second Floor	08
5.	Third Floor	09
6.	Third Floor	11

SHARE OF THE DEVELOPER (62.5%)

Sr. No.	Floor	Flat No.
1.	First Floor	01
2.	First Floor	02
3.	First Floor	03
4.	First Floor	04
5.	Third Floor	10
6.	Third Floor	12
7.	Fourth Floor	13
8.	Fourth Floor	14
9.	Fourth Floor	15
10.	Fourth Floor	16

12. The Owners declares that no notice from the government or any local Body or authority including the Aurangabad Municipal Corporation have been received by or served upon the Owner or any person interested in the said property.

13. The Owner declares



- (a) That the Owner is entitled to enter into this Agreement with the Developer and he has full right and authority to sign and execute the same.
- (b) That the Owner has not agreed, committed or contracted or entered into any agreement for sale, sale deed, gift or lease of the said property or any part thereof to any persons or person other than the Developer and that he has not created any mortgage charge or any other encumbrances on the said property as mentioned herein.
- (c) That the Owner has not done any act, deed, matter or thing whereby or by reason whereof, the development in the said property may be prevented or affected in any manner whatsoever.
- (d) The owner hereby assured & states that the property under development is not subject to any acquisition, requisition, reservation & also not comes under any, tenancy, protected tenant or any tenancy law, any type of Inam or Ceiling & it is in the permissible category of development without any permission from Collector or Govt. except the N. A. permission.

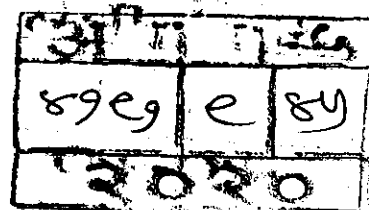
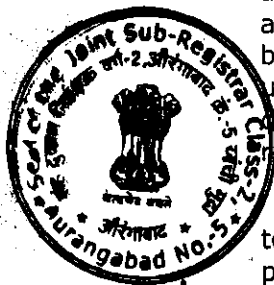


14. Whereas the Owner assured that the property under agreement is free from all the disputed, litigation, charges & encumbrances and if any party claim any right or creates dispute regarding demarcation of plot, N.A. Order, Lay-out related any quires/disputes or file any litigation with respect to the property FSI then the Owner themselves shall clear all the disputes, charge whatever at his own cost and expenses and also liable to pay the damages & compensation to the developer if he suffered from any, and as well as the period of development shall extended automatically till the sort out of all the problems.

15. The Stamp Duty & the Registration charges for this development agreement & the Power of Attorney will paid by the developer.

16. The Developer shall be entitled to enter into separate contracts in his own name with building contractor, architects and other for carrying out the said development at his risk and costs. If any litigation arising between the builder & the contractor or technical experts, skilled or unskilled labors or with any other person in relation to the development of this property, the owner shall not be held responsible in any way.

If any accident or damage is caused to the property or to the person such as labors, engineers or to the property & person of neighbors during the development the owners shall not be responsible in any manner for this mis-happening.

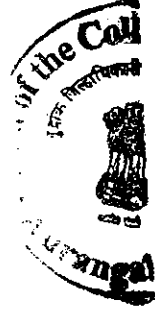


17. Whereas the developer can obtain the construction permission & layout sanctioned from the concern authorities & further can revise, modify, change or alter the layout & construction plan after taking the necessary construction permission & sanctioned layout from the competent authority at his own cost, with the consent of the owners.

18. The Developer/Builder i.e. party on the second part can mortgage the flats of his share in the property referred under the schedule more particularly describe above to any bank or financial institute for raising the project loan, funds or financial assist from any bank or financial institute & the owner has consented for the same. The liability of the payment of the loan amount whatever taken from any bank or financial institute will be entirely in the developer only & owner will not liable for the same.

19. It is agreed in between the parties that owner shall execute the Registered Irrevocable General Power of Attorney in favour of the developer in respect of the properties under development to authorize him to carry out entire development work, & to give all the powers required for sale, mortgage the property to the extent of his share in construction.

21. It is further agreed between the land owner and developer, the developer will pay all the taxes & charges towards development/construction of the building & also developer will pay income tax, Service Tax, VAT, wealth tax, GST etc; on the sale of the flats to the extent of his share & similarly the owners, will pay income tax & wealth tax. It is further agreed in between the parties that, the owner shall collect the Service Tax, VAT, GST etc; on the sale of the flats from the prospective purchasers to the extent of their share & handed over the said amount to the developer for its payment to the concern offices.

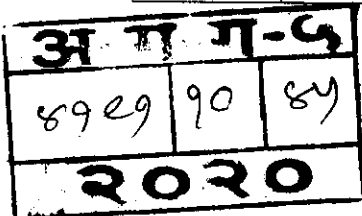


THE SCHEDULE ABOVE REFERRED TO

All the part and parcel of the Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad. Tq. And Dist. Aurangabad

Boundaries of the Property/Land Under Development:-

East	9.00 M.W. Road
West	Open Plot
South	Dishanagari
North	7.5 M.W. Road



IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR
HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE OWNERS

**CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL
PVT. LTD.**

A Registered Company under the provisions of the
Companies Act

CIN : U85300M12019PTC32012

(PAN NO. AAHCC9874F)

Having its Registered office at,
Beed Bypass Aurangabad

Through its authorized Directors

1] RAMDAS S/O. DAGDURAO NAGARGOJE

2] VISHAL S/O HARIPASAD CHANDAK

3] MANISHA W/O RAMDAS NAGARGOJE

4] SHRADDHA W/O VISHAL CHANDAK

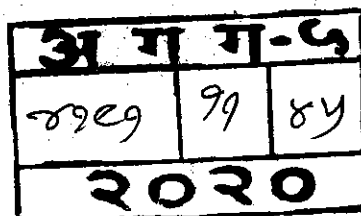
DEVELOPER/BUILDER

M/s. Mahalaxmi Builders

Through its Partner

1] Mrs. Charutata Moreshwar Kulkarni

2] Mr. Swapnil Moreshwar Kulkarni



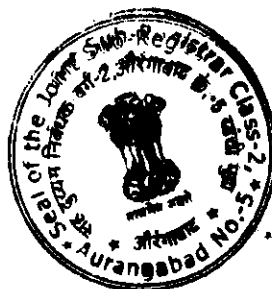
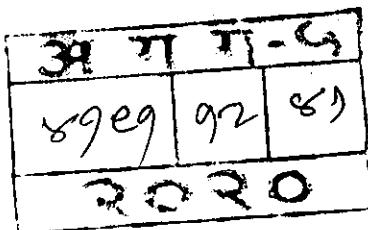
3] Mr. Dhananjay Babasaheb Doiphode

4] Mrs. Shipla Surendra Ratnaparkhi

WITNESSES:-

1. Mr. Dushyant Gannan Mulay
Age: 38, occ: Business
R/o: Sataza Patisar, A'bad.
Adhar: 3654 1545 2290

2. Mr. Nikhilesh Baburao Rathod
Age: 28 occ: service
R/o Sataza Patisar A'bad.
Adhar: 4202 6704 4262.



2-11-18

0500