



DEVELOPMENT AGREEMENT
(GOVERNMENT PLOT VALUATION IS RS. 64,68,000/-)
(Actual valuation Rs. 27,35,500/-)

Zone No. 1,70 Plot @ Rs. 20,000 per Sq. M.

This Development Agreement is executed today on 03/2021, at Aurangabad.

BETWEEN

M/s. PRAVINBHAI S/O MOHANLAL KALYANI, Age: 62 years, Occur: Business, R/O: 68, Shreya Nagar, Osmanpura, Aurangabad. (Here in after called as "Pilot Owner/Executor" The Party of First Part- which expression shall mean and include his heirs, successors, legal representatives, administrators and assigns etc.) (PAN NO. ACOPK8805P)

AND

M/s. FAITH BUILD CONSTRUCTIONS, through its sole proprietor, Mr. Rajendra Fakira Paul, Age: 55 years, Occur: Business, R/O: Plot No. 40 & 41, Sakubha, Subhadra Salwas Nagar, Gurkheda, Aurangabad. (Here in after called as "Developer/Builder/Executors" The Party of Second Part, which expression shall mean and include all his heirs, successors, legal representatives, administrators and assigns etc.) (PAN NO. AIOPT58370)

AND WHERE AS, the Property situated at Shreya Nagar, Osmanpura, Aurangabad, Plot No. 68, CTS No. 15895, Sheet No. 139, 140 Survey No. 47, measuring 323.36 Sq. M. as per sale deed and 323.40 Sq. M. as per PR card, and which is specifically described in Schedule-A hereunder is owned and possessed by The Party Of First Part.

AND WHERE AS, that, on 27/10/1969 Collector of Aurangabad was converted the Land in to Non-Agricultural (N.A.) vide Case No. 69/NAP-3. And also non agriculture tax was revised on order of Collector Aurangabad vide order no RB/DESK/LINVA/ABD/CR/2405, dated 26-04-1982.

AND WHERE AS, on dated 07/02/2002 MRS. PRABHA NARAYAN THAKUR sold the said constructed house with Municipal No 5-6-8 CTS no 15895, Plot no 68, Survey no 47, measuring 3480 Sq. ft to M/s. PRAVINBHAI S/O MOHANLAL KALYANI vide Registered Sale Deed No. 254/2002. On the basis of Registered Sale Deed the name of the M/s. PRAVINBHAI S/O MOHANLAL KALYANI were recorded as Plot Owner and Possessor of the said Plot in PR card with mutation entry number 1823.

AND WHERE AS the Plot Owner decided to develop the above said property and therefore approached the Developer having the necessary financial capacity and expertise in the development and construction of immovable properties and sale of units thereon and requested to develop their property.

And pursuant to discussion by and between the parties hereto it was agreed by and between them that they shall implement the said project on following terms and conditions.

1. That the Plot Owner hereby undertake that the property under development is free from all type of encumbrances and he is having absolute title of the same. There is no defect in the title and he has not entered into any agreement in respect of the property under development up till now. If any defect in the title of the Plot Owner or any dispute on account of title or boundaries or areas of the property found, it will be total responsibility

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of the Plot Owner and Plot Owner will have to clear the same by taking proper steps at his own costs and risk and ultimately Plot Owner will indemnify the Builder for all losses sustained due to such dispute. Similarly, Plot Owner will provide all title documents related to property under development to the Builder.

2. That, the builder will demolish the existing structure on the property at his own costs and his own risk. In case of accident or damage to any person or things while demolition of existing structure/house the builder, will be solely responsible and in no case plot owner will be held responsible for any mishap if happen during demolition, as well as any mishap happen during new construction of the building.

After the completion of construction, the Plot Owner will be able to use the electric connection and water connection available on the above referred property for the units retained by the Plot Owner (subject to rules of MSEDCI and Municipal Corporation, Aurangabad respectively)

3. That, after the final confirmed oral talks, Plot Owner will deliver the possession of the property under development to the Developer on date of execution of development Agreement and Irrevocable general power of attorney and Developer will carry on the demolition of existing construction and will start new construction as per sanctioned plan thereon at its own costs, risk and responsibility.

4. That, Developer has obtained the construction permission in the name of Plot Owner of property under development at its own cost and for that purpose, also deposited all necessary charges including deposit amount with the Town Planning Authority and Developer will also be entitled for refund of deposit amount after completion of construction. The construction permission is obtained from the Aurangabad Municipal Corporation, Town planning Authority on dated 05/02/2021, file No. 299/17/2020-21 and permit No. 269/2020-21.

5. That the developer shall carry on the construction of building strictly in accordance with the building permission granted by the Town Planning Authority, and it shall not cause any deviation from the said construction permission. If any deviation is caused by the developer while carrying on the construction, it will be the total responsibility of the Builder and builder will have to pay the penalty if any imposed by the Town Planning Authority and in case any action is taken by the Town Planning Authority for such deviation, the Builder will be totally responsible for the same.

6. That, in consideration of the property being given for development by the Plot Owner to the Builder, Builder offered two shops (S1 & S2) at ground floor and four flats situated on entire first (Flat No.1 & 2) and third (Flat No.5 & 6) floor of the Building to the plot owner as per building permission at present and the plot owner accepted the builder proposal, units retained by owner is described in Annexure A and units retained by builder is described in Annexure B

7. That, specification of construction, material to be used and amenities to be provided for the entire project and also construction to be retained by the Plot Owner will be as per specification given in Annexure-C here in under. However, if the Plot Owner or any of their Purchasers desire to have any change in the specification and amenities mentioned in Annexure-C the Developer will do such changes, provided that the said changes is within the permissible limit of the building bye laws and further that the Plot Owner or their prospective purchasers will have to pay the extra charges for such changes suggested by them, including thereon the penalty if any imposed by the Town Planning Authority, for such changes.



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Supplemental

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Payment Details.								
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used AI	Defence Number	Defence Date
1	M/s Fain Build Constructors Through Prop Rajendra Fakra Pall	ICallian	00040572021091076637	MMH02877256202021E	461800.00	SD	00061428302021	12/03/202
2	M/s Fain Build Constructors Through Prop Rajendra Fakra Pall	By Cash			440	RF		
3	M/s Fain Build Constructors Through Prop Rajendra Fakra Pall	ICallian		MMH02877256202021E	30000	RF	00061428302021	12/03/202

2391 /202

1. Verify Scored Document for correctness through thumbnail (4 pages on a side) printout after scanning.

2. Get paid immediately after registration

For feedback, please write to us at feedback@jrnal.com

Know Your Rights as Registrant

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2029	20	20	

प्रभाषिनी नारायण धोले की, सहर दस्तावेजगत एकुण २० पाने
अर्को गोपनी पुस्तक क्र. १ अनुक्रमांक २३८७वर बाँडला
दि १२/३/२०२१

दि. 9/3/2021


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Internet: <http://www.10.246.30.84/arc4/arc4event.html> internet: www.RamontS.com www.7700.com

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Similarly the toilet provided behind the Shop S1 & S2 is exclusively for the use of shop and in no case it will treated as common toilet for apartment.

SCHEDULE-A

Property situated at Sirey Nagar, Osmampura, Aurangabad. Plot No. 68, CTS No. 15895, Sheet No 139, 140 Survey No 47, admeasuring 323.36 Sq. M as per sale deed and 323.40 as per PR card

On or Towards East	:	9.0 M Road.
On or Towards West	:	Plot No. 79 of the said Lay-out.
On or Towards North	:	Plot No. 69 of the said Lay-out.
On or Towards South	:	9.0 M Road.

ANNEXURE-A

FLAT/SHOP TO BE ALLOTTED/RETAINED TO THE PLOT OWNER

	FLOOR	FLAT/ SHOP NO	CARET AREA IN SQM.	P.A.C.A AREA IN SQM.	PRENU M.R. ARCILLA IN AREA IN SQM.	TOTAL R/U/P IN SQM.	OPEN BALCONY AREA IN SQM.	ENCLOSED BALCONY AREA IN SQM.	COMM ON AREA IN SQM.	% OF the undivided interest of each of unit holder in the land common area facility
GROUND	S1	9.12	6.49	3.83	10.32	-	-	1.89	2.00%	
FIRST	S2	9.12	6.47	3.81	10.28	-	-	1.89	2.00%	
FLOOR	01	39.57	27.59	16.28	43.87	6.98	10.25	8.53%		
FLOOR	02	73.87	50.01	29.49	79.50	10.66	16.94	14.00	15.57%	
THIRD	05	58.53	39.77	23.45	63.22	12.02	10.25	11.14	12.30%	
FLOOR	06	55.30	37.83	22.31	60.14	10.83	11.68	10.60	11.70%	

ANNEXURE-B

FLAT RETAINED BY BUILDER 2029

FLOOR NO.		FLAT/ CABINET SHOP AREA IN SQM.	P. CAR D AREA IN SQM.	PREMIUM M. & ANCLITA IN SQM.	TOTAL B/LP AREA IN SQM.	OPEN BALCONY AREA IN SQM.	ENCLOSED BALCONY AREA IN SQM.	COMMON AREA IN SQM.	% of the total surface area of each unit holder in the common area
SECOND	03	58.53	39.77	23.45	63.22	12.02	10.25	11.14	12.30%
FLOOR	04	55.50	37.83	22.31	63.22	10.83	11.68	10.60	11.70%
FOURTH	07	58.53	39.77	23.45	63.22	12.02	10.25	11.14	12.30%
FLOOR	08	55.50	37.83	22.31	60.14	10.83	11.68	10.60	11.70%