

61/3

(27)

**DEVELOPMENT  
AGREEMENT**

**Plot No. 15, CTS No.15479,  
Shastri Nagar, Garkheda Parisar, Aurangabad**

**-: Project by :-**

**Madhushilp developers LLP  
(Developers)**

342 6173

पावती

Original/Duplicate

Thursday, November 12, 2020

नोंदणी क्र.: 39म

7:10 PM

Regn.: 39M

पावती क्र.: 8595 दिनांक: 12/11/2020

गावाचे नाव: गारखेडा (शहरी)

दस्तऐवजाचा अनुक्रमांक: अगग5-6173-2020

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: विकासक - घेणार - मधुशिल्प डेव्हलपर्स एलएलपी तर्फे पार्टनर - अजय भगवानराव महाजन - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

एकूण:

रु. 31000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

7:28 PM ह्या वेळेस मिळेल.

Joint Sub-Registrar Aurangabad V

बाजार मूल्य: रु. 5247500/-

मोबदला रु. 1/-

भरलेले मुद्रांक शुल्क: रु. 262400/-

सह दुय्यम निबंधक वर्ग-२,

औरंगाबाद क्रं.-५

1) देयकाचा प्रकार: DHC रक्कम: रु. 1000/-

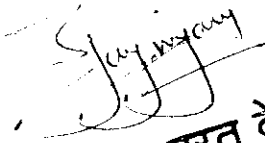
डीडी/घनादेश/पे ऑर्डर क्रमांक: 1211202009753 दिनांक: 12/11/2020

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006962140202021E दिनांक: 12/11/2020

बँकेचे नाव व पत्ता:



मुळ दस्त परत केले



18/11/2020

सूची क्र.2

दुग्धम निबंधक : सह दु.नि. औरंगाबाद 5

दस्त क्रमांक : 6173/2020

नोदणी :

Regn:63m

## गावाचे नाव : गारखेडा (शहरी)

|                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) विलेखाचा प्रकार                                                                                                                    | विकसन करारनामा                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (2) मोबदला                                                                                                                             | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| (3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)                                                    | 5247500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)                                                                                           | 1) पालिकेचे नाव: औरंगाबाद म.न.पा. इतर वर्णन : इतर माहिती: औरंगाबाद मनपा हद्दीतील मोहल्ला - शास्त्रीनगर, गारखेडा परिसर, येथील सि.स.न. 15479 ज्याचे प्लॉट क्षेत्र 335.4 चौ.मी. बाबत विकसन करारनामा. (( C.T.S. Number : 15479 ; ))                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (5) क्षेत्रफळ                                                                                                                          | 1) 335.4 चौ.मीटर                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. | 1): नाव:-मालक - देणार - अन्नपुर्णा भिमार्शंकर वरद - - वय:-68; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शास्त्रीनगर, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-<br>2): नाव:-मालक - देणार - अमोल भिमार्शंकर वरद - - वय:-40; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शास्त्री नगर, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता                   | 1): नाव:-विकासक - घेणार - मधुशिल्प डेव्हलपर्स एलएलपी तर्फे पार्टनर - अजय भगवानराव महाजन - - वय:-45; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शिवाजीनगर, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-<br>2): नाव:-विकासक - घेणार - मधुशिल्प डेव्हलपर्स एलएलपी तर्फे पार्टनर - अमित विकास महाजन - - वय:-26; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शिवाजीनगर, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-<br>3): नाव:-विकासक - घेणार - मधुशिल्प डेव्हलपर्स एलएलपी तर्फे पार्टनर - रवि मधुकरराव नालदकर - वय:-55; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: शास्त्रीनगर, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-<br>4): नाव:-विकासक - घेणार - मधुशिल्प डेव्हलपर्स एलएलपी तर्फे पार्टनर - तुषार सुरेंद्र कुलकर्णी - वय:-26; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:- |
| (9) दस्तऐवज करून दिल्याचा दिनांक                                                                                                       | 11/11/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| (10) दस्त नोंदणी केल्याचा दिनांक                                                                                                       | 12/11/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| (11) अनुक्रमांक, खंड व पृष्ठ                                                                                                           | 6173/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क                                                                                                   | 262400                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क                                                                                                     | 30000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| (14) शेर                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

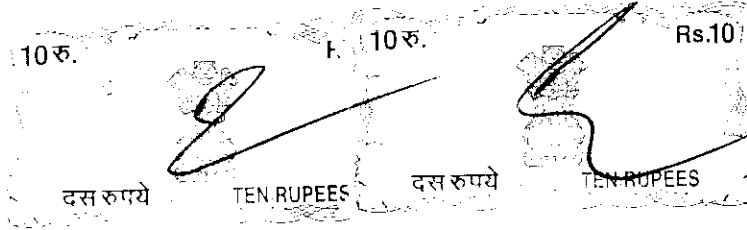
मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

## Payment Details

| sr. | Purchaser                                                       | Type     | Verification no/Vendor | GRN/Licence        | Amount    | Used At | Deface Number    | Deface Date |
|-----|-----------------------------------------------------------------|----------|------------------------|--------------------|-----------|---------|------------------|-------------|
| 1   | MADHUSHLIP DEVELOPERS LLP THR PARTNERS MR A B MAHAJAN AND OTHER | eChallan | 69103332020111213920   | MH006962140202021E | 262400.00 | SD      | 0003146486202021 | 12/11/2020  |
| 2   |                                                                 | DHC      |                        | 1211202009753      | 1000      | RF      | 1211202009753D   | 12/11/2020  |
| 3   | MADHUSHLIP DEVELOPERS LLP THR PARTNERS MR A B MAHAJAN AND OTHER | eChallan |                        | MH006962140202021E | 30000     | RF      | 0003146486202021 | 12/11/2020  |

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



सह दुय्यम निबंधक वर्ग-२,  
औरंगाबाद क्र.-५



**CHALLAN**  
**MTR Form Number-6**



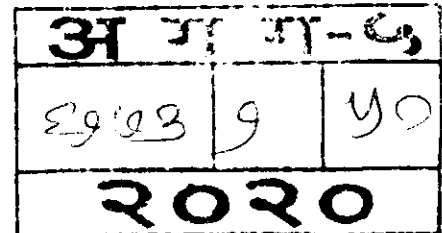
|                                                        |                       |                                  |                                                    |
|--------------------------------------------------------|-----------------------|----------------------------------|----------------------------------------------------|
| <b>GRN</b> MH006962140202021E                          | <b>BARCODE</b>        | <b>Date</b> 12/11/2020-12:27:00  | <b>Form ID</b> 25.1                                |
| <b>Department</b> Inspector General Of Registration    |                       | <b>Payer Details</b>             |                                                    |
| <b>Type of Payment</b> Stamp Duty<br>Registration Fee  |                       | <b>TAX ID / TAN (If Any)</b>     |                                                    |
|                                                        |                       | <b>PAN No.(If Applicable)</b>    | AKMPM7083R                                         |
| <b>Office Name</b> ARB1_HQR SUB REGISTRAR AURANGABAD 1 | <b>Full Name</b>      |                                  | MADHUSHLIP DEVELOPERS LLP THR                      |
| <b>Location</b> AURANGABAD                             |                       |                                  | PARTNERS MR A B MAHAJAN AND OTHER                  |
| <b>Year</b> 2020-2021 One Time                         | <b>Flat/Block No.</b> | PLOT NO 15 BEARING CTS NO 15479  |                                                    |
| <b>Account Head Details</b>                            | <b>Amount In Rs.</b>  | <b>Premises/Building</b>         |                                                    |
| 0030046401 Stamp Duty                                  | 262400.00             | <b>Road/Street</b>               | SHASTRI NAGAR GARKHEDA PARISAR AURANGABAD          |
| 0030063301 Registration Fee                            | 30000.00              | <b>Area/Locality</b>             | AURANGABAD                                         |
|                                                        |                       | <b>Town/City/District</b>        |                                                    |
|                                                        |                       | <b>PIN</b>                       | 4 3 1 0 0 9                                        |
|                                                        |                       | <b>Remarks (If Any)</b>          | SecondPartyName=ANNAPURNA B WARAD AND OTHER~       |
|                                                        |                       | <b>Amount In</b>                 | Two Lakh Ninety Two Thousand Four Hundred Rupees O |
| <b>Total</b>                                           | 2,92,400.00           | <b>Words</b>                     | nly                                                |
| <b>Payment Details</b> IDBI Bank                       |                       | <b>FOR USE IN RECEIVING BANK</b> |                                                    |
| <b>Cheque/DD Details</b>                               |                       | <b>Bank CIN</b>                  | 69103332020111213920                               |
| <b>Cheque/DD No.</b>                                   |                       | <b>Ref. No.</b>                  | 2641772838                                         |
| <b>Name of Bank</b>                                    |                       | <b>Bank Date</b>                 | 12/11/2020-12:28:06                                |
| <b>Name of Branch</b>                                  |                       | <b>RBI Date</b>                  | Not Verified with RBI                              |
|                                                        |                       | <b>Bank-Branch</b>               | IDBI BANK                                          |
|                                                        |                       | <b>Scroll No. , Date</b>         | Not Verified with Scroll                           |

Department ID :

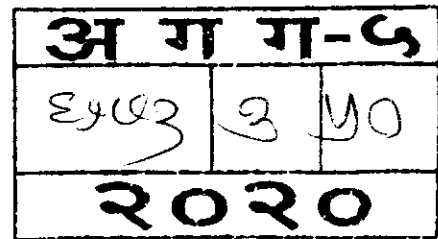
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

Mobile No. : 7770025505

सदर चलन केवल दुस्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



|                                                                                                                                                                                                                              |                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Department of Stamp &amp; Registration, Maharashtra</b>                                                                                                                                                                   |                           |
| Receipt of Document Handling Charges                                                                                                                                                                                         |                           |
| <b>PRN</b> 1211202009753                                                                                                                                                                                                     | <b>Date</b> 12/11/2020    |
| Received from self, Mobile number 0000000000, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Aurangabad 1 of the District Aurangabad. |                           |
| Payment Details                                                                                                                                                                                                              |                           |
| <b>Bank Name</b> SBIN                                                                                                                                                                                                        | <b>Date</b> 12/11/2020    |
| <b>Bank CIN</b> 10004152020111208579                                                                                                                                                                                         | <b>REF No.</b> CHE9114766 |
| This is computer generated receipt, hence no signature is required.                                                                                                                                                          |                           |





**CHALLAN**  
**MTR Form Number-6**



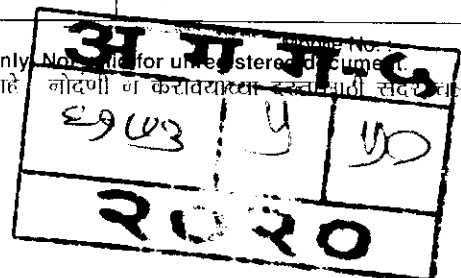
|                                                        |                |                                              |                                                              |
|--------------------------------------------------------|----------------|----------------------------------------------|--------------------------------------------------------------|
| <b>GRN</b> MH006962140202021E                          | <b>BARCODE</b> | <b>Date</b> 12/11/2020-12:27:00              | <b>Form ID</b> 25.1                                          |
| <b>Department</b> Inspector General Of Registration    |                | <b>Payer Details</b>                         |                                                              |
| <b>Type of Payment</b> Stamp Duty<br>Registration Fee  |                | <b>TAX ID / TAN (If Any)</b>                 |                                                              |
|                                                        |                | <b>PAN No.(If Applicable)</b>                | AKMPM7083R                                                   |
| <b>Office Name</b> ARB1_HQR SUB REGISTRAR AURANGABAD 1 |                | <b>Full Name</b>                             | MADHUSHLIP DEVELOPERS LLP THR                                |
| <b>Location</b> AURANGABAD                             |                | PARTNERS MR A B MAHAJAN AND OTHER            |                                                              |
| <b>Year</b> 2020-2021 One Time                         |                | <b>Flat/Block No.</b>                        | PLOT NO 15 BEARING CTS NO 15479                              |
| <b>Account Head Details</b>                            |                | <b>Amount In Rs.</b>                         | <b>Premises/Building</b>                                     |
| 0030046401 Stamp Duty                                  |                | 262400.00                                    | <b>Road/Street</b> SHASTRI NAGAR GARKHEDA PARISAR AURANGABAD |
| 0030063301 Registration Fee                            |                | 30000.00                                     | <b>Area/Locality</b> AURANGABAD                              |
|                                                        |                |                                              | <b>Town/City/District</b>                                    |
|                                                        |                |                                              | <b>PIN</b> 4 3 1 0 0 9                                       |
|                                                        |                | <b>Remarks (If Any)</b>                      |                                                              |
|                                                        |                | SecondPartyName=ANNAPURNA B WARAD AND OTHER~ |                                                              |
|                                                        |                | <b>Amount In</b>                             | Two Lakh Ninety Two Thousand Four Hundred Rupees O           |
|                                                        |                | <b>Words</b>                                 | nly                                                          |
| <b>Payment Details</b> IDBI BANK                       |                | <b>FOR USE IN RECEIVING BANK</b>             |                                                              |
| <b>Cheque/DD Details</b>                               |                | <b>Bank CIN</b>                              | <b>Ref. No.</b> 69103332020111213920 2641772838              |
| <b>Cheque/DD No.</b>                                   |                | <b>Bank Date</b>                             | <b>RBI Date</b> 12/11/2020-12:28:06 13/11/2020               |
| <b>Name of Bank</b>                                    |                | <b>Bank-Branch</b>                           | IDBI BANK                                                    |
| <b>Name of Branch</b>                                  |                | <b>Scroll No. , Date</b>                     | 100 , 13/11/2020                                             |

Department ID :  
**NOTE:- This challan is valid for document to be registered in Sub Registrar office only.** No. 7770025505  
 सदर चलन केवल दुरयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by DS  
 VIRTUAL TREASURY  
 MUMBAI 03  
 Date: 2020.11.17  
 15:48:18 IST  
 Reason: Secure  
 Document  
 Location: India

Challan Defaced by



| Sr. No. | Reason for Defacement<br>Document Location: India | Defacement No.   | Defacement Date     | Userld | Defacement Amount |
|---------|---------------------------------------------------|------------------|---------------------|--------|-------------------|
| 1       | (IS)-342-6173                                     | 0003146486202021 | 12/11/2020-19:10:49 | IGR209 | 30000.00          |
| 2       | (IS)-342-6173                                     | 0003146486202021 | 12/11/2020-19:10:49 | IGR209 | 262400.00         |



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1211202009753

Receipt Date 17/11/2020

Received from self, Mobile number 0000000000, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered on Document No. 6173 dated 12/11/2020 at the Sub Registrar office Joint S.R.Aurangabad 5 of the District Aurangabad.

DEFACED

₹ 1000

DEFACED

**Payment Details**

Bank Name SBIN

Payment Date 12/11/2020

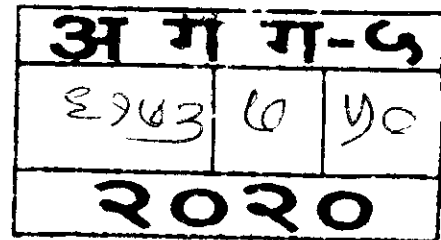
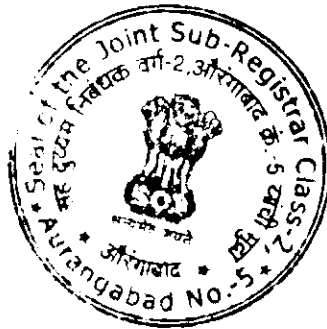
Bank CIN 10004152020111208579

REF No. CHE9114766

Deface No 1211202009753D

Deface Date 12/11/2020

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



## DEVELOPMENT AGREEMENT

|                                            |             |
|--------------------------------------------|-------------|
| Govt. Val. of Owners Share is Rs.          | 52,47,500/- |
| Govt. Val. of the Developers Shares is Rs. | 42,83,500/- |

(Zone No. 13.172, Plot Rate 20,000/-, of plot & Constr. Cost ` 24,500/- per sq. m.)

THIS DEVELOPMENT AGREEMENT OF THE PLOT NO. 15, BEARING CTS NO.15479, MADE AT AURANGABAD. THE AFORESAID PROPERTY SITUATED AT SHASTRI NAGAR, GARKHEDA PARISAR, AURANGABAD. DEVELOPMENT AGREEMENT OF THE SAID PROPERTY IS REGISTERED WITH SUB REGISTRAR, AURANGABAD ON 12 NOVEMBER 2020.

### BETWEEN

1) Annapurna Bhimashankar Warad

Age : 68 years, Occ. : Retired,

R/o. : Shastri Nagar, Plot No. 15, Jawahar Colony, Aurangabad

UID No. : 7406 3070 1320, PAN No. AAYPC7283P

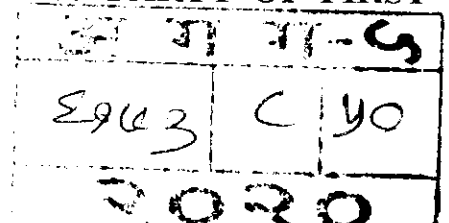
2) Mr. Amol Bhimashankar Warad,

Age : 40 years, Occ. : Service / Business,

R/o. : Shastri Nagar, Plot No. 15, Jawahar Colony, Aurangabad

UID No. : 2436 4217 9352, PAN NO. AASPW2832Q

HEREINAFTER Referred to as 'Plot Owners / Executors" (which expression shall unless contrary to the context shall mean & deemed to include their legal heirs, successors, representatives, executors, signing authority, assignees for sake of the said plot) AND PARTY OF FIRST PART.



**AND**

Madhushilp Developers LLP, PAN No. ABOFM9417A,  
(A Limited liability partnership Rule 2009, is registered under Section 12(1),  
its certificate of Incorporation identification Number. AAO-1390 and its  
office address :15, Ulkanagar, Near Shastri nagar Aurangabad.)

Through its partners,

**i) Mr. Ajay Bhagwanrao Mahajan**

**Age :** 45 years, **Occ :** Developer

**R/o :** Plot No. F-25, Shivaji Nagar, Aurangabad,

**UID No.** 602326814266. **PAN NO.** AKMPM7083R

**ii) Mr. Amit Vikas Mahajan**

**Age :** 26 years, **Occ :** Business

**R/o :** Shriniwas Cl-3/23/2 12<sup>th</sup> Scheme, Shivajinagar Aurangabad,

**PAN NO.** BVEPM3507Q

**iii) Mr. Ravi Madhukarrao Naladkar**

**Age :** 55 years, **Occ :** Business

**R/o :** 19, Shastrinagar Near Jawahar Colony, Aurangabad.

**PAN NO.** ACHPN8662J

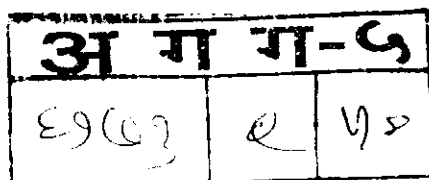
**iv) Mr. Tushar Surendra Kulkarni**

**Age :** 26 years **Occ:** Business

**R/o :** Plot No. 15 Ulkanagari Jawahar Colony, Aurangabad.

**PAN NO.** BNYTK7160B

HEREINAFTER **Referred to as** Builders/developers (which expression shall mean & include all their partners, successors, executors, signing authority, GPA holder, assignees.) **AND PARTY OF THE SECOND PART.**



### 1- Title

WHEREAS, Land bearing CTS No. 15479, situated at Garkheda Parisar, Aurangabad. The said land allotted by the Collector Aurangabad to Shastri Nagar Housing society Garkheda Parisar, Aurangabad.

### 2- Mutation

WHEREAS, on the basis of allotment letter name of the society and allotted land entered in P.R. Card in the year 1972. That, in the revenue record the said land classified as II, as holder of the acquired land.

### 3- N.A. Permission

WHEREAS, Shastri Nagar Co-op. housing society had obtained N.A. Permission of the above mentioned land from the Collector office, Aurangabad, under provisions of Maharashtra Land Revenue code, 1966 U/s. 44, vide permission no. RB/desk-2/N.A.A/C.R./3274, dated 29/11/1979.

### 4- Layout permission

WHEREAS, Society had obtained Layout permission of the aforesaid land from Town planner Aurangabad, from Town Planner Municipal Council, Aurangabad on 17/08/1967, vide permission no. ABD/HSG/151.

### 5- Allotment of the Plot

WHEREAS, society had allotted approved layout plots to its members and Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. allotted to Kamlakar Raghunath Kulkarni.

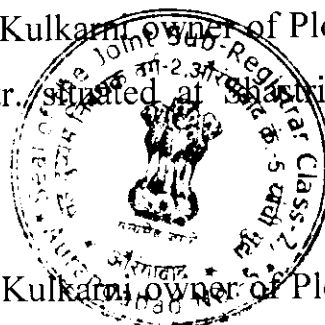
**That**, on the basis of allotment letter no. 139, dated 10/02/1971, name of the allottee entered in City Survey Record on 28/12/1987.

### 6- Construction of the house

WHEREAS, Kamlakar Raghunath Kulkarni owner of Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. situated at Shastri Nagar, Garkheda, Aurangabad.

### 7- Transfer of the property

WHEREAS, Kamlakar Raghunath Kulkarni owner of Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. sold to Bhimashankar Somnath Warad



... of the society by virtue of sale deed executed on 03/06/1997

Vide Registration No. 1984, on the basis of sale deed name of the purchaser entered in City Survey Record, vide mutation entry no. 1555, as owner of the aforesaid plot.

### **8- Succession Certificate**

WHEREAS, Bhimashankar Somnath Warad expired on 11/01/1998 and after his death his wife, one son and daughter have filed application for heirship certificate before joint civil judge, Aurangabad, Vide N.A.R.J.I. No. 224/98 and honorable judge has issued heirship certificate in favour of the legal heirs on 19/11/1998. On the basis of heirship certificate name of the legal heirs entered in P.R. Card on 15/12/2000, as owners of the above mentioned property. The society also enroll membership of the wife of the demise member on 01/06/1997, outward no. Shan/6.

### **9- Release deed**

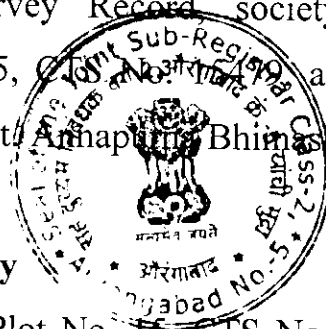
WHEREAS, Daughter of the demise owner Shalini Bhimashankar Warad after marriage name Shalini Ravindra Bhalake released her claim and right of Plot No. 15, CTS No. 15479, to the extent of her shares in favour of her mother Smt. Annapurna Bhimashankar Warad and brother Amol Bhimashankar Warad by virtue of release deed executed on 05/03/2019, vide registration no. 1045-2019.

### **10- Record of the Property :**

WHEREAS, in the City Survey Record, society record, Municipal Corporation Record Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. is shown in the name of Smt. Annapurna Bhimashankar Warad and her one son.

### **11. Development of the property**

WHEREAS the owners of the Plot No. 15, CTS No. 15479, admeasuring 335.4 sq. mtr. situated at Shastri Nagar, Aurangabad. The said owners desire to construct apartment on above mention plot. That because of lack of knowledge and inadequacy of fund, they have decided to carried out the construction on their plot from any reputed or well known developers.



The party of first part have approached the party of second part and express their intention to develop the property from the investment of developers. The party of second part known as Madhushilp developers LLP are well known and reputed developers in Aurangabad City. They have a registered partnership deed, constructed many housing project within Municipal Corporation limit and having huge knowledge of the civil & construction works.

#### **12- Title**

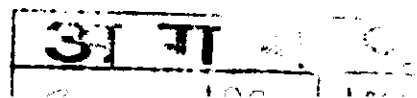
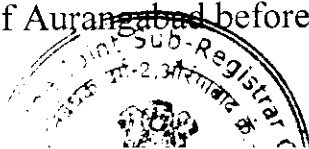
WHEREAS, The aforesaid under development property allotted by the Collector to the society and its recorded Column-II of the P.R. Card. Therefore, the owners of the above property have agree to obtained necessary permission for change of the property from Column- II to Column- I.

#### **13- Permission of the Society :**

WHEREAS, The Shastri Nagar Co-op. Housing society is registered under plot type society. Now, developers are constructing apartment within society. Therefore, the owners of the plot shall provide No objection certificate from the society to the developers for construction of the apartment on Plot No, 15, CTS No. 15479, admeasuring 335.4 sq. mtr. and amendment the bye-laws. The Gov. of Maharashtra Co-operative commissioner its circular dated 19/01/1985 Letter No. 079/56879/ 11511/ 14 Co-operative-Agriculture & Co-op. Department Mantralaya Ext. & another circular dated 26/04/1985 Letter No. Housing/Pune/Registration/E-2/Year 1985 under these provisions the members can construct apartment on allotted plot on their own cost or through the developer.

#### **14. Assurance of the Owners**

WHEREAS, the owners of the Plot No. 15, CTS No. 15479, hereby assure the developers to provide all necessary permission from the society and Collector of Aurangabad before commencement of the development work.



The plot owners hereby undertake the under development property is not in any dispute, subject matter, litigation and there is no suit, appeal or status quo pending in any Court regarding title or shares. If any dispute arose after this development agreement, the plot owners shall be responsible to clear all the obstructions & objections from their cost and agreed to component loss of developers.

#### **15. Paper Publication**

WHEREAS, plot owners have authorised the developers to give paper proclamation in the wide circular daily news paper for any claim, right, or charges in the development property. And also authorize the developer to obtain title verification report from 1971 to 2020 from any advocate.

#### **16. Appointment of Architect**

WHEREAS the developers have agree to appoint Architect and undertake to provide plan for satisfaction of plot owners. After satisfaction of the plot owners, the final plan will be submitted for approval with Municipal Corporation, Aurangabad.

#### **17. Super Structure**

WHEREAS, the developers are responsible to complete super structure of the building under the guidance & supervision of the architect and Structural Engineer. The developers should take care that building to be constructed with such manner & such fashion which will be free from earthquake resistance. The building should not over design or over loaded, Steel, Cement, Concrete & building material shall be used as per proportion under the guideline & instructions of the Architect & Structural Engineer.

#### **18. General Power of Attorney -**

WHEREAS, the plot owners have agree to execute general power of attorney in favour of the partners of Madhushilp developers LLP for obtaining building permission, completion of the building, dispose of the developers shares execute agreement to sale, sale deed, conveyance deed or any necessary document in favour of the respective purchasers.

### 19. Project loan -

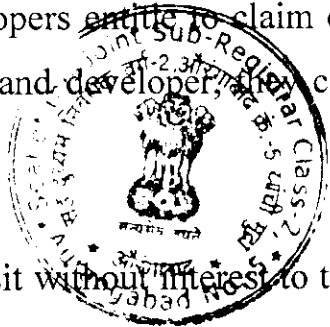
WHEREAS, the plot owners hereby giving their consent to the developers to obtain project loan for construction of the building, the developers shall be responsible to pay the repayment of loan and part of the owners shares keep free from liabilities.

### 20. Division of the Shares – (Construction Sharing) :

WHEREAS, In this development agreement both the parties have amicably decided. This Development Agreement is based on the construction sharing only. That on total constructed flats in the proposed building it shall be divided equally between the plot owners and developers. It means 50 % flat retain to the plot owners and 50 % flats allotted to the developers. That, flat no, area and floor no. shall be declare in the deed of declaration. In case if plot owner desire constructed flat on first and third floor then developer share shall be confirm on second and fourth floor in case the plot owner require flats on second and fourth floor then developers entitle to claim on first and third floor. As per decided by the owner and developer, they can disposed off their share independently.

### 21. Refundable Deposit

WHEREAS Developers have paid refundable deposit without interest to the owners as per details given hereunder –



| Sr. No. | Paid to                             | Cheque No. | Bank Name                                        | Amount      |
|---------|-------------------------------------|------------|--------------------------------------------------|-------------|
| 01      | Annapurna Bhimashankar Warad        | 178778     | The bhagyalaxmi mahila sahakari bank ltd. nanded | 12,50,000/- |
| 02      | Amol Bhimashankar Warad             | 178779     | The bhagyalaxmi mahila sahakari bank ltd. nanded | 12,50,000/- |
|         | Total Rupees Twenty five lakhs Only |            |                                                  | 25,00,000/- |

The owners have agreed to refund total deposited amount to the developers after completion of the building in all respect & after obtaining occupancy certificate from the Municipal Council, Aurangabad without interest.

## **22. Building Permission**

WHEREAS, developers are responsible to pay deposit for obtaining building permission, also responsible to pay betterment charges, development charges or any other charges applicable for commencement certificate.

## **23. Change of use charges**

WHEREAS, existing property come under class-II of the revenue record. Therefore, for change of the use all the expenses, permission shall born by the plot owners.

## **24. Liabilities**

WHEREAS, all the previous liabilities like municipal taxes, electricity bill, water charges or any other dues payable till the date of this development agreement it will clear by the plot owner.

## **25. Borewell**

WHEREAS, In the existing building right of the existing borewell will remain with plot owners & its benefit will not pass to the flat purchasers to the extent of developers share.

## **26. GST**

WHEREAS, That flats retain with plot owners its government fees, charges of the state government or central government or GST or any new amendment shall born by the plot owners and developers are responsible to pay to the extent of their shares.

## **27. One time maintenance**

WHEREAS, for further maintenance developers have decided to collect corpus fund or one time maintenance fund from the flat purchasers to the extent of their shares.

Therefore, the plot owners also liable to pay Rs.1,00,000/- of each flat to the developers or society against one time maintenance of corpus fund.

## **28. MSEB Connection :**

WHEREAS, The plot owners have agree to pay approximately Rs. 25,000 to

### 29. Water Connection

WHEREAS, developers here agree to provide one inch water connection or half inch two water connection to the plot owners. That, expenses for water connection shall born by the plot owners.

### 30. Registration expenses

WHEREAS, In case the plot owners require to execute possession deed of unsold flat, that expenses for registration, stamp duty shall born by the plot owners.

### 31. Time Limit

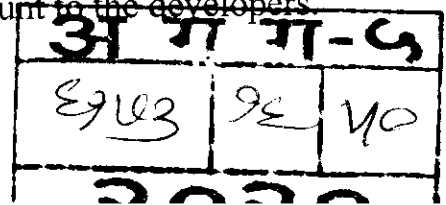
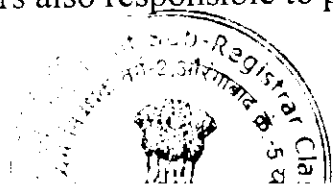
WHEREAS the developers have agreed to complete construction of the flats and building within 18 month from the date of building permission, the plot owners have agree to give grace period of 6 month to the developers. It means it is responsibility of the developers to complete the building in all respect within 24 month from the date of building permission.

### 32. Defect in title

WHEREAS, if any defect in title or any dispute arose by the legal heirs or successors while construction of the building, then developers not liable to complete the construction of the building within time limit, the plot owners are responsible to clear all the defect of title from their cost.

### 33. Late fees

WHEREAS, In any circumstances prior to beyond control of the developers, if construction of the building not completed within 24 months from the date of building permission then developers have agree to pay Rs. 50,000/- per month to the plot owners as late fees. This condition applicable to the plot owners on ground of any dispute, because of the title and construction of the building not completed and developers unable to enjoy their shares then the plot owners also responsible to pay same amount to the developers.



**34. Natural Calamity**

WHEREAS, after registration of this development agreement & till completion of the project, due to any natural calamity which will be beyond control of the developers, in this circumstances if the construction work of The flats, building held up on ground of natural calamity. Then the developers will not responsible to fulfill condition of the time limit and penalty. Similarly, any emergency like war, earthquake, government ban the material or government to construct the structure on ground of national or state disaster. Then, developers will not responsible to pay any penalty or late fees to the plot owners.

**35. Future F.S.I.**

WHEREAS, In case while construction of the building before dispose of the flats. if FSI of the plot increase then its right will be remain with plot owners subject to condition of the provision in MOFA act, 1963 U/s. 11 and Maharashtra Rera 2016.

**36. Name of the flatted building**

WHEREAS, Name of the flatted building shall re registered as Onkar Residency.

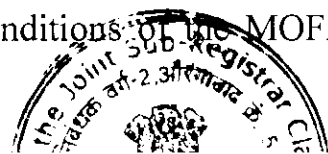
**37. Investment**

WHEREAS For construction of the residential building, purchase of the TDR, premium, FSI, Rera registration charges, deposit building permission, architect fees, structural engineer fees, completion fees all this expenses shall be incurred by developers. The plot owner will not incurred any expenses.

**38. Deed Of Declaration**

WHEREAS the plot owners have authorised the developers to execute deed of declaration or revised declaration of amendment to declaration U/s. 2/A of the Maharashtra Apartment ownership act, 1970. Similarly developers shall be abiding all the terms & conditions of the MOFA Act 1963.

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### 39. Construction as per Permission

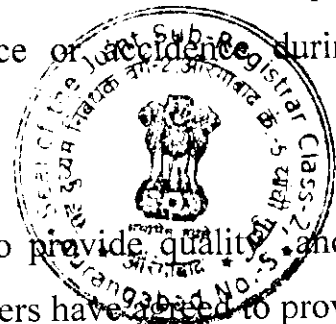
WHEREAS, the developers have undertake construct the building as per approved plan. If developers construct additional area prior to approval, then the penalty charges for additional construction shall born by the developers only.

### 40. Risk & Responsibility

WHEREAS, while construction of the project till completion. The developers shall be responsible to appoint contractor, sub contractor, skilled, unskilled labours, supervisor, employees, staff. Similarly, developers shall keep record of the employees, workers & contractors and submit to the competent authority as per direction of the Govt. of Maharashtra & Govt. of India. The developers shall keep all necessary safety equipment and facilities in the premises while construction of the project. In case of any accident during the construction if any incidences, accident, loss of human life, any injury, damage, fire for all these circumstances the developers will be responsible & answerable. The developers will be responsible to pay compensation of damage, loss of human life, any accident or incident claim shall be adjusted from the account of developer only. Therefore after registration of this ddevelopment aagreement the owners will not responsible for any loss of human life or any incidence or accident during the construction of the project.

### 41. Amenities & Specifications

WHEREAS, the developers have undertake to provide quality and good materials in the upcoming project. The developers have agreed to provide all this specification and amenities of ISI mark, or branded company to the shares of developers and to the shares of plot owners. In case of substandard materials, substandard fixtures, fittings, specifications, if any complaint arose by any purchaser before any Competent Authority in this circumstances the owners will not responsible, The developers shall be responsible to clear all the dispute between the purchasers. That, list of the



#### **42. Legal Complication**

WHEREAS, That, the developers shall be responsible to clear all the bills, charges, outstanding of agency, suppliers, traders, contractors, labours, outstanding dues, recoveries, claim by any parties pertaining to the development property, the owners will not responsible for any liabilities of developers against suppliers, labours, materials, stamp duty, Govt. dues, purchasers, additional amount etc.

#### **43. Right For Sale**

WHEREAS, the developers having irrevocable right to sale their shares to any other party at any cost after receive the consideration from the purchasers pertaining to their shares, the developers and its authorized partners are entitle to execute agreement to sale, sale deed or any other deed with respective purchasers. On the base of development agreement & general power of attorney the developers are entitle to take all the decision, for compilation of project and sign necessary document where the necessary & require, without consent of the owners. Similarly the owners have liberty to keep their shares with them or dispose to any other party without consent of the developers. The developers have agreed to retain shares to the owners as per above schedule, with complete manner, including all the specifications, amenities & in ready possession after completion of the building.

#### **44. Possession**

WHEREAS, the owners of the plot bearing **CTS No. 15479**, admeasuring 335.4 sq. mtrs. hereby handed over & put in possession of the schedule property in favour of the developers on day of \_\_\_\_ November, 2020.

#### **45. Profit & Loss**

WHEREAS, the land owners will not responsible for any loss of the developers. Similarly the land owners will not claim any profit of the developers. The developers only responsible to bear the loss and compoent the loss from their sources. Similarly developers have liberty to enjoy profit

#### 46. Modification, Amendments & Changes

WHEREAS, the developers have absolute right to make necessary changes & modification in the elevation or internal work as per requirement of the purchasers without disturbing conditions of the building permission of Municipal Council. Similarly the land owners desire to make any modification, changes, they have to intimate the developers and pay the charges for additional work changes if any. Similarly the purchasers also responsible to pay additional charges for additional work.

#### 47. Publicity

WHEREAS, after registration of the project under Maharashtra RERA thereafter the developers entitle to do attractive brochures for publicity & marketing. If necessary that picture of the brochures is a part of publicity, the developers are responsible to provide all the specification, amenities, fixture fittings to the purchasers as per advertisement, publicity & brochures.

#### 48. Apartment Association Or Society

WHEREAS, the owners have authorized the developers to take initiative for formation of the apartment association / company / society, after dispose off number of unit require for formation of the apartment association / company / society U/s. 10 (1) of MOFA Act 1963.

#### 49. Infrastructure

WHEREAS, the developers are responsible to complete the construction of building in all manners in all respect including boundary wall, gates, electricity, cable, drainage line, chambers, lift, water line, etc. That expenses of MSEB meter to the extent of owners share shall borne by the owners.

#### 50. Nominees

WHEREAS, the developers & plot owners their legal heirs shall be entitle to continue this development agreement and complete its terms and conditions after death of the anyone.

#### 51. Conveyance Deed

WHEREAS, the owners of the schedule property have delivered possession

