

And after dispose off 51% shares allotted to the developers & retained to the owners & after formation of the apartment association or society the developers & land owners are responsible to execute conveyance deed of the entire property in favour of the society or apartment association.

52. Stamp Duty & Registration Fees

WHEREAS, stamp duty & registration fees of this development agreement, amendment to development agreement, G.P.A. or any other deed required for development of the property. All the expenses of the stamp duty, registration fees, legal charges shall borne by the developers only. That for purchase of FSI, premium, TDR the expenses for stamp duty or registration shall born by the developers.

53. Notices

WHEREAS, all the notices, letters, correspondence, shall be as per address of the owners & developers recorded in this development agreement, if any changes in address the owners & developers should inform to each other in writing & change of address shall be inform to the unit purchasers or concerned competent authorities.

54. Language

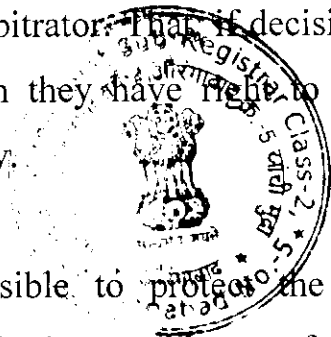
WHEREAS, language of proceedings, legal notice shall be in English & as per requirement it will be translated in the second language with mutual consent of the both parties.

55. Arbitrator

WHEREAS, any dispute between the owners & developers, they will appoint one or two arbitrator, the developers and owners will not file any case against each other. All the dispute and litigation between the owners and developers shall be settled before the arbitrator. That if decision of the arbitrator not acceptable to any party, then they have right to file their complaint before proper Competent Authority.

56. Priority

WHEREAS, the land owners are responsible to protect the right of



That, any liabilities, dues hamper to continue the project on **CTS No. 15479**, it is moral responsibility of the owners to clear all the liabilities. That, on ground of any reason or in any manner if owners unable to clear outstanding liabilities.

57. Possession of the owners Shares

WHEREAS, after completion of the flats and building, the developers will be informed the owners to take inspection of the flats and submit any grievances of any incomplete work and thereafter developers agree to complete the grievances of land owner.

58. Registration of the document

WHEREAS, the developers have liberty to sale their shares to the respective purchasers by virtue of agreement to sale or sale deed. Similarly land owners also liberty to sale their shares to any other party. Subject to condition agreement to sale shall be registered under MOFA act 1963 U/s.4 & sale deed to be registered under the Indian registration act 1908 U/s.17. That purchasers shall pay stamp duty on higher side of the consideration of Govt. valuation.

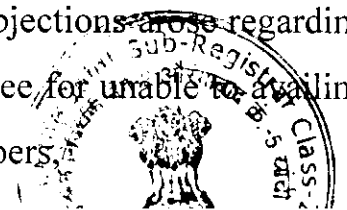
59. Documents

WHEREAS, the owners have delivered all the relevant documents of the scheduled property to the developers -

Sr. No.	Particulars	
1	Allotment letter of the plot	अ ग ग-५
2	Share certificate of the plot owner	
3	NOC of the society	२९५३ २२ ५०
4	Bye laws of the society	
5	Layout plan	२०२०
6	N.A. permission	
7	PR Card	
8	Sale deed of the plot and house	
9	Building permission and building plan	
10	Succession certificate	
11	Release Deed	

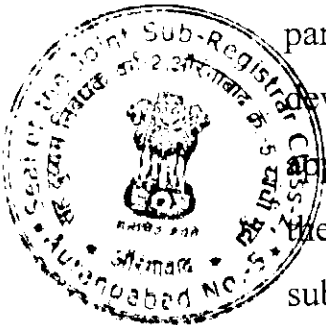


1. The developers or its partners, its signing authorities have absolute right to develop the schedule property from their own cost or with joint venture without disturbances to the shares of plot owners.
2. That the developers or its partners or representative are entitle to approach in the capacity as owners & obtain all the necessary permissions from the Local Authority, Municipal Council, Town planning, MSEB, Fire Brigade, Railway Authority, City Survey, Collector Office etc. or where there is necessary for availing all the necessary permissions, all these expenses shall borne by the developers only.
3. The developers shall in the course of erection & completion of the buildings / project, do all lawful act & things required there by and perform the work in conformity in all respect with the provisions of the statutes applicable there to & with the Bye-Laws & the rules & regulations of the Town Planning Authority, Municipal Corporation, MSEB, Development Control Rules & the rules & regulations, of other public body or local authority or authorities having jurisdiction within the Municipal Corporation limit to regulate the same & shall through save harmless from their risk & responsibilities without any involvement of the owners & indemnified to them against all claims for the charges, fines, payments whatsoever during the progress of the work may become payable or be demanded by the concerned authorities in respect of the development or anything done or caused to be done or omitted to be done under. The authority herein contained & shall generally act & do from time to time pay taxes, charges, impositions by the concerned authorities.
4. That the developers may insert a notice in the daily newspaper for sale, booking of the under constructed, constructed flats after registration of the project before competent authority. If any objections ~~those~~ regarding title of the said property by the bank or mortgagee ~~for unable to availing~~ loan facilities on purchased unit from the developers



The owners have agreed to clear of all these objections at their own costs & shall make the property free from all encumbrances & doubts.

5. That while construction of the building, owners or their authorised person or Architect can enter the premises without disturbances to the development work. The owners or their authorized persons shall be restricted not to stop construction work without written intimation to the developers. If the development work held up without intimation to the developers, in these circumstances loss of the labours, contractors shall be recovered from the owners.
6. That developers or its signing authority hereby authorised to commence construction of buildings on the said plot in accordance with the plans approved and / or sanctioned by the Municipal Corporation, Aurangabad & take such steps as may be necessary or expedient & incidental to carry out the development of the said plot at their own costs.
7. That, any permission require from the any Competent Authority for the purpose of development, construction, all the charges, expenses shall borne by the developers. Similarly the owners have agreed to sign all the require documents for development of the property as per need & requirement of the party / parties.
8. That, immediately on the execution of these presents, the owners herein shall execute a Power of Attorney in favour of the developers or its partners or signing authority or Nominee(s) as may be desired by the developers for the purpose of signing and/or executing all the applications, proceedings, plans, etc. To obtain necessary approval from the various authorities in connection with the development to be submitted by the developers on behalf of the owners to the Competent Authority of Municipal Corporation, Town Planning Authority, Collector Office. Or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property.



The owners have agreed that the said Power of Attorney shall not be, under any circumstances, revoked by the owners as long as these presents subsist & remain binding upon the parties hereto.

9. That owners shall render all assistance, co-operation & sign & execute or cause to be signed & executed all applications, plans, authorities & other writings as may be necessary or required to enable the developers for development of the said land & to obtain approval of the Municipal Corporation, Aurangabad and Planning Authority to the Plans, designs And drawings for putting up building & structures & shall on the execution thereon execute Power of Attorney in favour of the developers or their representative to enable to develop the said property & the developers shall indemnify & keep indemnified & harmless the owners & their estate & effects from & losses or damages or any consequences which may flow by virtue of their signing the said Power of Attorney.
10. All the flats to be constructed on the plot comprised under this agreement & the dwelling units thereon will be in accordance with the Scheme sanctioned by the Competent Authority or State Government & will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the developers desire any variations in the said scheme, so as to provide dwelling units of larger sizes flats to be constructed on The said plot and/or to receive higher price for such dwelling units the developers shall be at liberty to make necessary application for the purpose to the authorities.
11. That developers shall not commence any work of development on the said property, unless the No Objection & commencement certificate is issued by the Municipal Corporation in favour of the owners / developers.
12. The owners shall make out a clear & marketable title to the said property, here determents & premises agreed to be developed & ultimately to be



And shall at the cost of the owners & expenses get in all outstanding estates & clear all defects in the title & all encumbrances & claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, here detements, possession, except the possession of easement, lease, lien or otherwise.

13. It is agreed & understood that the owners shall not in any way obstruct the development work to be carried out by the developers & shall not do Any act, matter or thing whereby the developers will be prevented from carrying out the development work envisaged under this Agreement.
14. The developers shall be at liberty to allot the dwelling units of flats in the said project to be construct on the said plot to enter into any package, deal, agreement for allotment of developers shares to be constructed on the said plot with such party or parties pertaining to their shares and at such price & on such terms & conditions as the developers / purchasers may deem fit. & proper to the extent of developers shares. All such allotments & arrangements shall, however, be made by the developers at their own costs & expenses & at their own risk, the intention being that the developers shall alone be liable & responsible to such party or parties, provided, however, that the price & the terms & conditions at or on which the said flats or part thereof are to be allotted shall not in any manner be inconsistent with or in contravention of any law & conditions imposed in NOC as may be sanctioned by the Competent Authority or State Government. The developers hereby indemnify & keep indemnified the owners while dispose off their shares & similarly the owners also responsible to intimate to the developers while disposing their shares.
15. That, list of the amenities and specifications enclosed on page no. 21.
16. That Articles of this Development Agreement provided in advance to the owners and developers, to go through, translated to them through their advocate, the parties have understood and thereafter entered into this development agreement.



31 11 11-6

SCHEDULE OF THE PLOT

Plot bearing CTS No. 15479, admeasuring 335.4 sq. mtr. situated at Shastri Nagar, Garkheda parisar, Aurangabad.

Boundaries :-

EAST	:	30 FT. wide road
WEST	:	CTS No. 15478
NORTH	:	CTS No. 15480
SOUTH	:	CTS No. 15475

IN WITNESSES WHERE OF THE PARTIES HERE TO HAVE UNTO SET AND DESCRIBED THEIR RESPECTIVE HANDS AND SEAL ON 12 DAY OF NOVEMBER- 2020.



1) Annapurna Bhimashankar Warad

2) Mr. Amol Bhimashankar Warad,

‘Plot Owners / Executors’

PARTY OF FIRST PART.

Madhushilp developers LLP, Through its partners,

i) Mr. Ajay Bhagwanrao Mahajan

iii) Mr. Amit Vikas Mahajan

iii) Mr. Ravi Madhukarrao Naladkar

iv) Mr. Tushar Surendra Kulkarni
developers
PARTY OF THE SECOND PART.

WITNESSES :-

i) Mr. Sumeet Jaysing Doifode

Age : 33 Years, Occ. : Service,

R/o. : Garkheda Aurangabad.

ii) Mr. Ratnadeep Ravindra Muley

Age : 32 Years. Occ. : Service

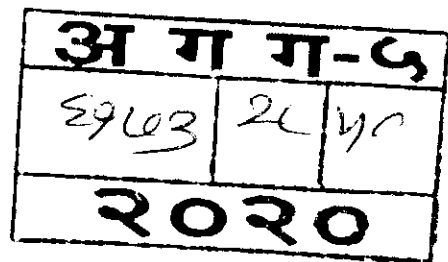


[Signature]

[Signature]

List of Amenities and Specification :

- 1) RCC frame structure
- 2) River or crash sand will be utilized in the construction
- 3) for RCC work, OPC cement and plaster PPC cement of Birla or Coromandel company.
- 4) Steel will be used of Rajuri/ Kalika or polad company.
- 5) Outer wall 6 inch in brick and internal wall 4 inch in brick
- 6) outer and inside plaster of the brick wall.
- 7) Inside wall planning
- 8) Good company tiles, kitchen, W.C. in bathroom upto door level.
- 9) Kitchen in Gray nite, wash basin in stainless steel.
- 10) all plumbing material in CPVC.
- 11) Sanitation material of Parrywere or Jagwar company.
- 12) Wiring of polycab company and switches modular company.
- 13) In every flat, for inverter, separate wiring will be provided.
- 14) Main door frame in tick wood and shutter in flash door.
- 15) Internal doors and window frame in granite.
- 16) All internal doors in flush wood with both side lamination. If necessary French door will be provided.
- 17) All windows in powder aluminum with powder coated along with mosquito net.
- 18) lifts to the building of Kone or Johnson company with ARD battery backup.
- 19) For watchmen separate room with common toilet.
- 20) CCTV camera provided in parking floor.
- 21) for building 1 bore will be provided.
- 22) In the building underground and overhead tank.
- 23) In parking Trimicks or pavor block fitting.
- 24) colour to the outside building in ACE company and internal plastic paint.

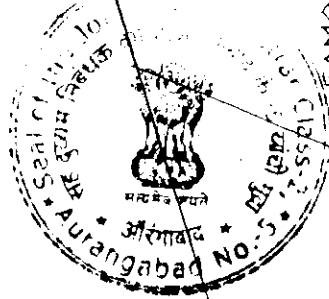


SHASTRI NAGAR

CO-OPERATIVE HOUSING SOCIETY

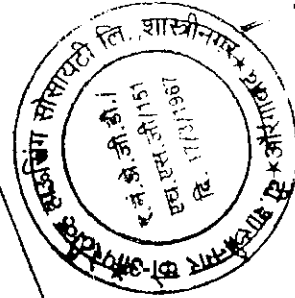
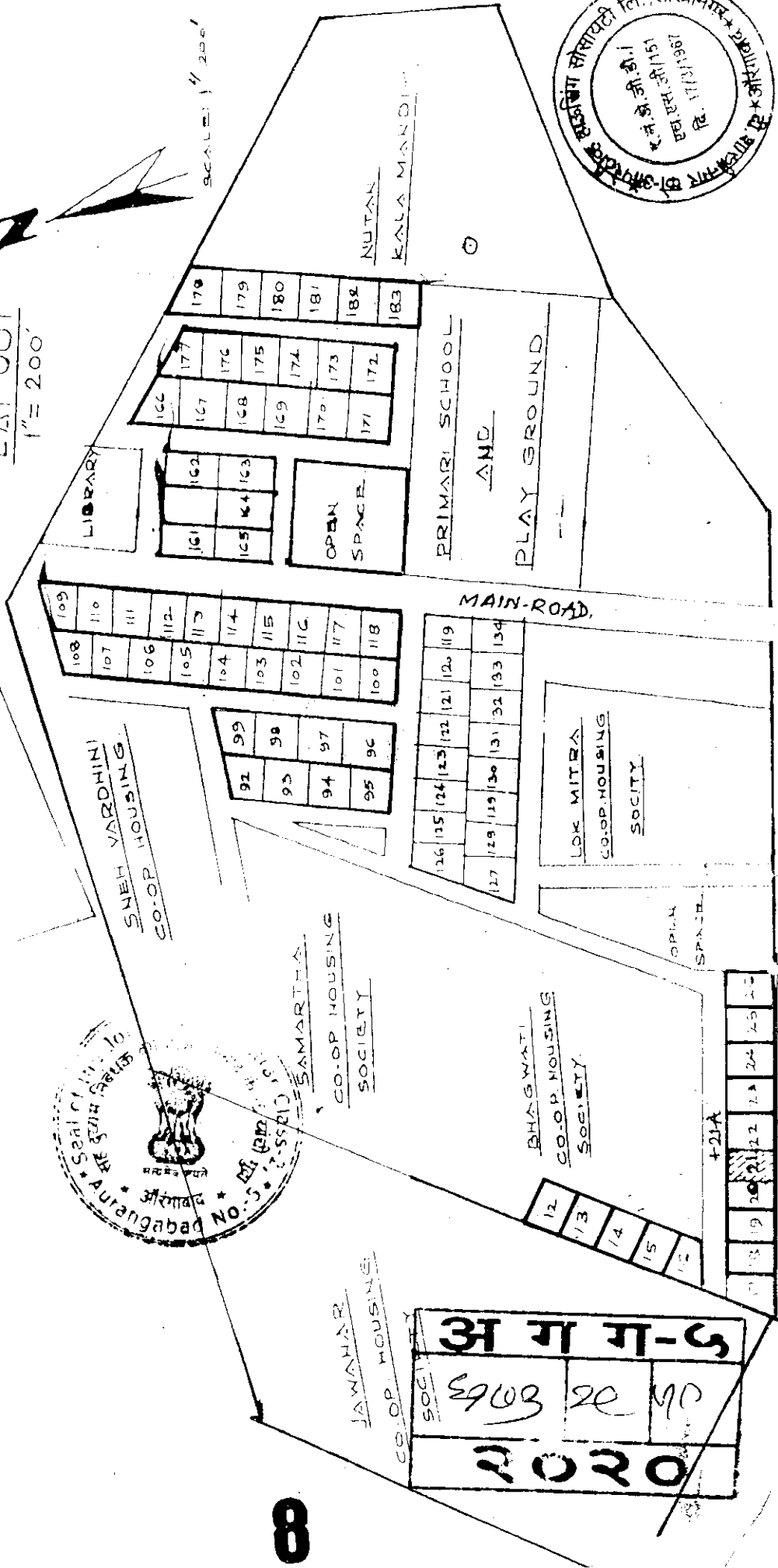
AURANGABAD

REGD NO. 400/MS/15/17-18/67 NAGAR



LAY OUT
1" = 200'

SCALE: 1" = 200'



Share Certificate No. 184

Ledger Folio A 2-C

The Shastrinagar Co-op. Housing Society Ltd.,

AURANGABAD

Regd. No. AGD / HSG / 151 Dated 17-3-1967

Authorised Capital Rs. 50,000

Divided in to 1000 Shares of Rs. 50 each.

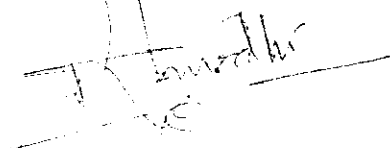


This is to certify that Shri / Smt. Annapurna
Bhimashankar Warde of Aurangabad
is the registered holder of 5 shares of Rs. Fifty each numbered from
472 to 476 inclusive in

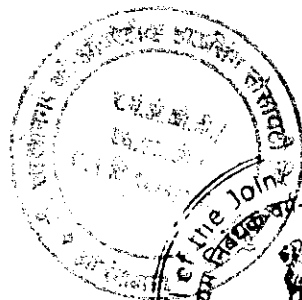
The Shastrinagar Co-operative Housing Society Ltd., Aurangabad subject to
the Provisions of the Bye.laws of the Society and that the sum of Rs. Fifty
on each share has been paid.

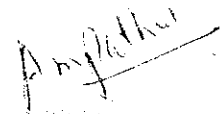
Given under the Common seal of the said society at Aurangabad

this day of 23/08/2020



General Secretary





President

अ ग ग-५		
२९८३	३०	५०
२०२०		

