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16/12/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. औरंगाबाद 5

दस्त क्रमांक : 7785/2017

नोंदणी :

Regn:63m

गावाचे नाव : 1) हर्सुल

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	44801000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:औरंगाबाद म.न.पा. इतर वर्णन :, इतर माहिती: विकसन करार नामा मौजे हर्सूल म.न.पा.औरंगाबाद हद्दीतील मिळकत जिचा गट नंबर 167/2 या मधील क्षेत्र 3800.00 चौ.मी चे विकास करारनामा((GAT NUMBER : 167/2 ;))
(5) क्षेत्रफळ	1) 3800.00 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-- - स्विटीकौर कुलजितसिंग दरोगा वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: उस्मानपुरा क्रांतीचौक औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:- 2): नाव:-- - कुलजितसिंग रणजितसिंग दरोगा वय:-46; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: उस्मानपुरा औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-- - लक्षविनायक डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री शाम नानासाहेब देशमुख वय:-55; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: हर्सूल परिसर औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:- 2): नाव:-- - लक्षविनायक डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार श्री नितीन हरिश्चंद्र देशमुख वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: एन 6 सिडको औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431003 पॅन नं:- 3): नाव:-- - लक्षविनायक डेव्हलपर्स भागीदारी फर्म तर्फे भागीदार सौ यशोदा ज्ञानेश्वर शिंदे वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: हर्सूल परिसर औरंगाबाद , महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	15/12/2017
(10)दस्त नोंदणी केल्याचा दिनांक	16/12/2017
(11)अनुक्रमांक,खंड व पृष्ठ	7785/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2240100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

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मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

CHALLAN
MTR Form Number-6

GRN MH008336379201718E	BARCODE	Date 16/12/2017-11:16:46	Form ID 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	ARB5_AURANGABAD 5 JT SUB REGISTRAR	Full Name	LAKSHYAVINAYAK DEVELOPERS THROUGH SHAM DESHMUKH AND OTHER
Location	AURANGABAD		
Year	2017-2018 One Time	Flat/Block No.	GUT NO 167/2
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	HARSUL
0030045401 Stamp Duty	2240100.00	Area/Locality	AURANGABAD
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	431001
		Remarks (If Any)	SecondPartyName=SWEETYKAUR
			DAROGA~CA=0~Marketval=44801000
Total	22,70,100.00	Amount In Words	Twenty Two Lakh Seventy Thousand One Hundred Rupees Only

THIS CHALLAN IS DEFACED

Sub-Registrar
A'bad. No. 5, A'bad

21/12/17

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572017121657614	CKE4267819
Cheque/DD No.		Bank Date	RBI Date	16/12/2017-11:17:26	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

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

Seal of the Sub-Registrar No.5 औरंगाबाद AURANGABAD

Print Date 16-12-2017 11:17:27

7785
2017

CHALLAN
MTR Form Number-6

GRN	MH008336379201718E	BARCODE		Date	16/12/2017-11:16:46	Form ID	25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	ARB5_AURANGABAD 5 JT SUB REGISTRAR	Full Name	LAKSHYAVINAYAK DEVELOPERS THROUGH SHAM DESHMUKH AND OTHER
Location	AURANGABAD		
Year	2017-2018 One Time	Flat/Block No.	GUT NO 167/2
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	HARSUL
0030046401 Stamp Duty	2240100.00	Area/Locality	AURANGABAD
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 3 1 0 0 1
		Remarks (If Any)	SecondPartyName=SWEETYKAUR
			DAROGA~CA=0~Marketval=44801000
Total	22,70,100.00	Amount In Words	Twenty Two Lakh Seventy Thousand One Hundred Rupees Only

THIS CHALLAN IS DEFACED

Jt. Sub-Registrar
A'bad. No.5, A'bad

DEFACED
₹2270100.00
DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572017121657614	CKE4267819
Cheque/DD No.		Bank Date	RBI Date	16/12/2017-11:17:26	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

NOTE:- This challan is valid for document to be registered in Sub-Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी/दस्तऐवजाच्या करण्यासाठी लागु आहे. नोंदणी न करण्याच्या दस्तासाठी सदर चलन लागु नाही.

Seal of the Sub-Registrar S.R.O.5 औरंगाबाद AURANGABAD

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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-342-7785	0004619157201718	16/12/2017-12:58:44	IGR209	30000.00
2	(IS)-342-7785	0004619157201718	16/12/2017-12:58:44	IGR209	2240100.00
			Total Defacement Amount		22,70,100.00

Print Date 16-12-2017 12:58:46

7785

Seal of the Sub-Registrar No.5 औरंगाबाद AURANGABAD

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Zone No. 20.588 @ 18000/-open
22 acre - Rupees/-
Govt. Valuation:-4,48,10000,-

DEVELOPMENT AGREEMENT

This Indenture of Development Agreement is made and executed today on this ___th day of December 2017 at Aurangabad.

BY AND BETWEEN

Mrs. Sweetykaur W/o.Kuljitsingh Daroga
Age:-42 years Occ:-Agril,
R/o.Plot No.5, Gurucharan Niwas, Near Guutegbahadur School,
New Ousmanpura, Kranti Chowk, Aurangabad. PAN No. AEWPT3987K

Hereinafter called and referred to as **"the Owner"** (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include his heirs, executors, administrators, assigns etc.)**of the first part.**

AND

M/s. LAKSHYAVINAYAK DEVELOPERS, a partnership firm, duly represented by its partners, viz. **(1) SHRI. SHYAM NANASAHEB DESHMUKH,** aged 55 years, **(2) SHRI. NITIN HARISHCHANDRA DESHMUKH,** aged 44 years, **(3) SMT. YASHODA DNYANESHWAR SHINDE** aged about 34 years, having their office at Raj Apartment, Town Centre, CIDCO, Aurangabad and having PAN No. AAFFL3522R; hereinafter referred to as the **"DEVELOPER"** (which expression shall, unless repugnant to the context, be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators of the last surviving partner, their or his assigns etc.) **of the Other part.** Kuljitsing Ranjitsingh Daroga Age. 46 Usmanpura, Aurangabad. (Consenting party)

WHEREAS the land, bearing Gut/ Survey No.167/2, to the extent of area admeasuring 38 R (apporx. 3800 Sq. Mtrs.) situated at Mouje Harsul, Tq. & Dist. Aurangabad within the Limits of Municipal Corporation Aurangabad, which is more particularly described in **Scheduel-A** annexed hereunder(hereinafter referred to as "**the said property**" owned by the owner Mrs.Sweetykaur W/o.Kuljitsingh Daroga by virtue of partition of the said land effected by partition deed bearing registration no.4054/2015 dated 18/06/2015 and further correction of partition deed which is registered with SRO no.5, at day book Sr. No. 1939/2017 dated 05/04/2017 accordingly in pursuance of the partition name of the owner is mutated in revenue records as owner and possessor.

And Where as the owner has decided to carry out construction and development work over the said property, however the owner was not having experience in the said field therefore she has approached, in the year 2015, to the developer with proposal to carry out the said construction and development work over the land.

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AND WHEREAS, the developer has specifically assured the owner that, they have adequate knowledge, expertise, funds, experience, manpower, labour, machines, infrastructure and all that which is required for developing the similar kind of property and further assured that they are fully capable to develop and construct the said property described in Schedule "A" strictly within stipulated time i.e. 36 months after final sanction of layout and obtaining commencement certificate from Municipal Authority or after availing registration certificate from the authority constituted under Real Estate Regulatory and Development Authority for Maharashtra(for sake of brevity referred to as "**RERA**") which ever out of two is latter, subject to terms and conditions of this agreement.

AND WHEREAS, the developers agreed that, they shall at their own costs and expenses develop and construct the property described in Schedule "A" strictly within 36 months from the date of final sanction of layout and obtaining of commencement certificate or after availing registration certificate from the authority constituted under Real Estate Regulatory and Development Authority for Maharashtra(for sake of brevity referred to as "**RERA**") which ever out of two is latter, without seeking any further extension and from such time bound development, the developers shall be entitled for 52% share in the constructed portion as per sanctioned plan, whereas, owner will be entitled for 48% share in constructed portion as per sanctioned plan, which shall be described further in the deed of declaration to be executed by the parties.

AND WHEREAS the responsibility for all the expenses for DP installation, MSEB meter + Water charges will be shared as per ratio i.e. Developer - 52% and owner - 48% which shall be recovered from the prospective purchasers of individual units/flats more particularly described herein under.

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AND WHEREAS, the owner considering the aforesaid representations, assurances and time bound schedule given by the developers agreed to grant license to developers to carry out development and construction activity and as the time shall be essence of contract and the Developers also agreed for the same on the following terms and conditions.

NOW THEREFORE THIS INDENTURE DEVELOPMENT WITNESSETH AS FOLLOWS :-

1) The Owner hereby grant license to developers to develop the said property described in **Schedule "A"** and this work shall mean and include: i) Levelling of site; ii) Measurement and demarcation of land excluding TLR map which shall be provided by owner; iii) Construction of buildings or unit as per permissible zone by utilizing FSI available at present as per development control rules framed by the AMC or concern authority; iv) to apply and obtain completion certificate and occupancy certificate; v) to constructing flats of group housing scheme, developing internal roads, drainage facilities, electricity facility and other necessary amenities as specifically mentioned in **Annexure-I** (for the sake of brevity this work shall for the purpose of this agreement called as "**development and construction activity**")

2) The owner hereby empower and authorize the Developer to apply and request the competent Government offices and authorities for obtaining requisite permissions and sanctions which are required for carrying out the said development and construction activity, such as obtaining N.A. Permission, layout permission and permission under RERA and filling the application, deposition / Paying required fees, charges including betterment charges in the name of the Owner. The

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developer is under liability to supply every document filed or received from the Municipal Corporation or any other local authority on behalf of owner, as soon as possible.

3) All costs and expenses for obtaining such permissions or authorizations from the appropriate authority, Municipal Corporation, local body or government and any deposits so made shall be shared by the Owner and Developers equally. The Developers are hereby permitted for engaging the Architects, contractors, surveyors, labour and other such required agencies as per their own wish and will, for carrying out the said development and construction activities as per **Annexure-I.** But it shall be sole responsibility of developers to pay their remuneration / fees / charges / wages and shall be further responsible for all the damages / compensation if any agencies raise any suit / claim against the owners then the developers shall keep the owners indemnified in all that respect.

4) It is agreed by and between the parties that the project site shall be named and styled as **"Gurucharan Heritage".**

5) The Owner is also executing separate Power of Attorney in respect of the said property in favour of the Developers for carrying out development and construction activity and for doing all acts as per this development Agreement in respect of **"Gurucharan Heritage"** project only.

6) The Developers shall be duty bound to perform all development and construction activity by following due procedure of law and shall keep the owners indemnified in all respect.

7) It is agreed by and between the parties that 52% constructed area shall be retained by the Developer and 48% constructed area shall be retained by the land Owners. In case the present limit of FSI is

increased in buildings by Government at any point of time, the owner & developer shall be entitled for increased **FSI in 48 : 52** ratio i.e. owner shall get 48% share whereas Developer shall get 52% share and it can be used anywhere, as per their wish and desire. The parties shall be entitled to claim and receive consideration for the respective developed portions. No additional TDR will be used over the said property or in future same is decided to be used same shall be used as per mutual terms and conditions decided between the parties.

8) The parties to the Agreement shall ascertain their respective shares in the sanctioned plan with their mutual covenants, which shall be reflected in the Deed of Declaration executed under Section 2 of the Maharashtra Apartment Ownership act, 1970. The parties are at liberty to sale their respective share so declared in the Deed of Declaration independently.

9) In view of separate identification of area as to share of developer i.e. 52% constructed portion and 48% of construction area to owner, The developer is free to execute all the documents such as Agreements, sale deeds, Deed of Assignments and or any other documents as required under law of land to the prospective purchasers in respect of 52% share of developer for which General Power of attorney shall be executed by owner in favour of the developers. The owner is free to execute all the documents such as Agreements, sale deeds, Deed of Assignments and or any other documents as required under law of land to the extent of 48% share. The Developers are liable to complete the development and construction activity of both the respective shares of 48% and 52% allotted to Owner and Developer simultaneously.

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10) That, the Developers deposited the amount of Rs. 20,00,000/- (Rupees Twenty Lakh only) with the Owner as mentioned below, which shall be interest free refundable deposit.

Sr. No.	Amount (Rs.)	Particular	Remark
1	20,00,000/-	vide a/c payee cheque bearing no.246891 and 246892 both dated 24-9-15 and 3-10-15 respectively drawn on Lokvikas Nagari Sah. Bank at TV Center Branch Aurangabad	Partnership Account

11) It is agreed between the parties that the said amount of interest free refundable deposit Rs.20,00,000/- shall be refunded to the Developer by the Owner on commencement of sale of 48% salable area retained by Owner on priority or on completion of 100% construction work of the said project whichever is earlier.

12) It is agreed by and between the parties that, developers shall be entitled for 52% share in the constructed portion, whereas, owner will be entitled for 48% share in constructed portion. The owners and developer are entitled to get their 48% and 52% share within 36 months from date of final sanction) That, it is also agreed between the parties that, both the parties shall have their allotted share of 48% and 52% in each of the constructed building developed by the Developer or as per mutual decision in that regard which shall be reflected in deed of declaration and the allotment shown in deed of declaration shall be final and conclusive proof of share allotted to between the parties.

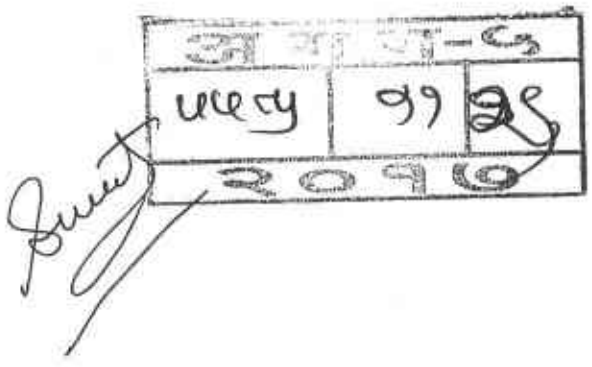
Sub-Registrar No.3 AURANGABAD

13) That, the Owner hereby declares that, the property under development is free from all types of encumbrances and it is not subject to any charge or dues or any right of whatsoever nature of the State Government, any financial institution or any private party and the Owner is having absolute right and title in the property under development. If any defect / dispute in the title, possession of the property under development arose, it will be total responsibility of the Owner to clear the same at his own cost, risk and responsibility and the developer will get a reasonable extension of time that is time spend in solving the litigation and in case the Owner failed to clear the same, the Owner will be compensating for all losses sustained by the Developers in respect of Actual standing construction and also includes expenses done by developers for construction of road, expenses towards Sanction of Plan, Fees Deposited in the office, Legal charges for development of said project and any payment, expenses of whatsoever nature related to construction and or development.

14) Notwithstanding anything written in this agreement the owner shall not be responsible for any illegal act / omission / illegal construction done by developers and if anybody raises any objection and / or claim damages for the act / omissions done by the Developer, it shall be dealt with by developer at his own cost. Developer in respect of development shall also incur the expenses for owners.

15) Notwithstanding anything mentioned in this Agreement, this Agreement is mere license to develop the property described in Schedule "A" and not more than that.

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16) It is agreed by and between the parties that Developer can approach the financial institution for project loan and the said property can be mortgaged by developer with consent of owner. It is sole responsibility of the Developer to-repay the entire loan amount and interest and penal interest, if any if developers fail to pay the loan liability then developer will compensate the land cost at market value to owner.

17) The complete responsibility for obtaining BCC is on developer. Any complaint of customer shall be dealt with by developer. The developer shall be fully responsible to satisfy the complaint of flat owners regarding BCC, as per Annexure-I.

18) It is agreed by the owner that on submission of proposal to Municipal Corporation or any other local authority, any land is acquired by the Municipal Corporation or any other local authority; the same shall be given as per norms of Government and Municipal Corporation out of the 38 R of the developed area of the project only.

19) If the land owner retains any flat / shop with him the above mentioned taxes will be paid by the Owner to the Developer alongwith obtaining possession letter from the Developer.

20) The Developer hereby indemnifies the Owner in respect of any claim, dispute or damages, suits, legal proceedings raised by the prospective purchasers, contractors, engineers or labours in respect of constructed area such as quality material, specification, contracts, payments and or assurances. The Developer shall specifically mention this indemnification in all the future Deeds, Documents, indentures and

Seal of the Sub-Registrar No. 5 AURANGABAD

instruments to be executed with the prospective purchasers, contractors engineers or labours of the project.

21) This Development Agreement is executed by Owner / Developers and they agree to ratify the defect, if any, after discussions and mutual consent.

22) That as agreed between the parties that time is essence of contract. It is agreed by the developers that construction will be completed within 36 months (after final sanction of layout / obtaining commencement certificate or from the date of registration of project with Real Estate Regulatory authority Maharashtra which ever is later) and thereafter extended to reasonable time which is given to the developers for obtaining BCC. In case of any major or any other reason the construction is delayed or the project could not be completed within stipulated time period this agreement shall extend to further period as per mutual understanding between the parties.

In case the delay, except as mentioned hereinabove, caused for completion of construction is to be further extended after mutual consultation then the Owner may permit such extension for further period of six months that too subject to payment of penalty of Rs. 1,00,000/- per month to the Owner.

23) That, in case the Developer left the said project incomplete and shown his inability to complete the project without any plausible reason which has caused damage to the Owner then, the Owner shall be entitled to forfeit the amount of Rs.20,00,000/- deposited by the developer after giving him one months prior notice to the Developer.

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24) If any dispute arises between owners and developer in respect of, any of the terms and conditions of this agreement, development and construction activity / BCC / completion of project or any other thing, the dispute shall be settled, if possible, amicably by negotiations between the parties. If settlement cannot be reached by negotiations then the dispute shall be finally referred to Arbitration as per the provisions of the Arbitration and Conciliation act, 1996. The seat of the Arbitrator shall be at Aurangabad and the language of proceeding shall be English. All costs of the Arbitration shall be borne by the parties independently.

25) That it is agreed by the Developers that in case of demise of any of the partners of Lakshyavinayak Developers, the surviving partner shall take care of the project and that partner is under liability to give 48% constructed share to the owner, within stipulated period. The surviving partner is also free to take new partner at his discretion.

26) Every notice under this agreement means a written notice in English language and shall be duly served on the other party by Registerd Post on the address mentioned in title clause. The period of any notice shall be of one month from the date of the receipt of notice.

27) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT THE TERMS AND CONDITIONS OF THIS CLAUSE SHALL SUPERSIDE OVER THE OTHER TERMS AND CONDITIONS OF THE AGREEMENT

27.1 After completion of construction and development work of the project, as per mutual decision of the owner and the developer, partition of the constructed portion/unit in finished constructed area

Seal of the Sub-Registrar No 5 AURANGABAD

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