



GRN	MH003721565202223E	BARCODE	[Barcode]		Date	21/06/2022-13:37:09		Form ID	25.1				
Department Inspector General Of Registration					Payer Details								
Stamp Duty					TAX ID / TAN (If Any)								
Type of Payment Registration Fee					PAN No.(If Applicable)		ABCFP0676N						
Office Name ARB1_HQR SUB REGISTRAR AURANGABAD 1					Full Name		PARTH DEVELOPERS THR PARTNERS MR						
Location AURANGABAD							ATISH SURESH PENDHARKAR AND OTHERS						
Year 2022-2023 One Time					Flat/Block No.		CTS NO 15298/49 PLOT NO 11						
Account Head Details				Amount In Rs.	Premises/Building								
0030048401 Stamp Duty				712000.00	Road/Street		GARKHEDA						
0030063301 Registration Fee				30000.00	Area/Locality		AURANGABAD						
					Town/City/District								
					PIN			4	3	1	0	0	1
					Remarks (If Any)								
					PAN2=GJJPS2741N-SecondPartyName=MR SUDHAKAR KASHINATH								
					SAMAG---Marketva=14240000								
Total					7,42,000.00	Amount In	Seven Lakh Forty Two Thousand Rupees Only						
						Words							
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK								
Cheque/DD Details ---					Bank CIN	Ref. No.	00040572022062156792			CKU0041544			
Cheque/DD No.					Bank Date	RBI Date	21/06/2022-13:24:40			Not Verified with RBI			
Name of Bank					Bank-Branch			STATE BANK OF INDIA					
Name of Branch					Sroll No. , Date			Not Verified with Sroll					

Department ID :

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

Moblie No. : 9823799900

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 संपूर्ण चलन केवल मुख्य निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON THIS 21TH DAY OF JUNE 2022, AT AURANGABAD BY AND BETWEEN:

Sudhakar s/o Kashinath Samag

Age : 85 years, Occup.: - Retired.

R/o. : Plot No. 11, Vishal Nagar, Garkheda, Aurangabad.

Aadhar No. 552873494450

PAN No.: GJJPS2741N

(Hereinafter called as 'OWNER' which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND

PARTH DEVELOPERS

PAN No. ABCFP0676N.

Partnership firm through its Partner's

1. Mr. Aatish S/o Suresh Pendharkar

Age: 27 Yrs, Occ. Business

R/o.: New Shantiniketan Colony, Jawahar Colony Road, Aurangabad.

PAN NO.: CWAPP6973K

Aadhar No.: 4382 2335 9639

2. Mrs. Varsha Purushottam Jorule

Age: 35 Yrs, Occ. Housewife

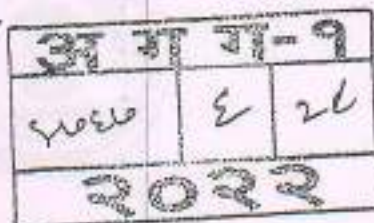
R/o.: Plot No. 02, Jaibhavani Nagar, Mukundwadi, Aurangabad.

PAN NO.: BIAPJ0374H

Aadhar No.: 9805 3549 8409.

(Hereinafter called as 'BUILDER/ DEVELOPER' which expression shall mean and include all their, heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND WHEREAS, the property Plot No. 11, CTS No. 15298/49 admeasuring 349.30 situated at Garkheda, Aurangabad is owned and possessed by the Owner and he purchased the same under the registered Sale-Deed dated 08/12/1995, Registered at Sr. No. 4021 and the said property is specifically described in Schedule "A" hereunder.



AND WHEREAS the Owner decided to develop the property Plot No. 11, CTS No. 15298/49 admeasuring 349.30, by demolishing existing construction thereon but, due to age factor & lack of funds and experience, he is unable to do so and at the same time, Developer are experts in the said field and therefore, Owner approached to the Developer and requested to develop the property described in Schedule "A" and the Developer accepted the proposal of the Owner on the following terms and conditions :-

1. That, the Owner hereby undertake that he is absolute owner and possessor of the property described in Schedule "A" and he is having every right to enter into this development agreement with the Developer and if any defect is found in his title, possession or boundaries of the property under development, he will clear the same at his own cost and responsibility.
2. That, the Owner hereby undertake that the property under development is free from all types of encumbrances and it is not subject matter to any mortgage, lease, exchange, gift or sale nor he obtained any loan on the said property from the State Government, any financial institution or private party and if any dues are found on the same, the same will be paid by the Owner.
3. That, the Owner hereby undertake that the property under development is not subject matter of any reservation, acquisition or requisition proceeding, nor, it is subject to any litigation in any Court, Tribunal or before any authority.
4. That, the Owner hereby undertake that they have paid all the taxes and charges of the State Government and local authority in respect of the property under development up to today and if any dues are found in this respect, owner will pay the same. However, from today, all such charges will be paid by the Developer.

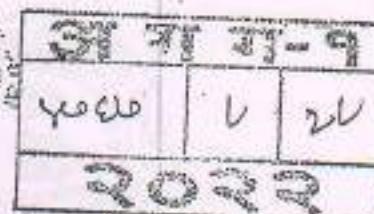


5. That, if any dispute either in respect of title, possession or boundaries or area of the property under development found to be existed or arose henceforth also, the Owner will compensate the builder for all expenses incurred by him for the development of Property, as well as, liquidated damages for loss of reputation of builder for such dispute.

6. That, the owner will demolish the present structure of the building and will be entitled to take away and disposed of the said old construction materials and developer will be entitled to use present electric connection and water connection during the period of the construction and developer will have to pay the charges of the same regularly with the concern construction till the completion of the construction. After completion of the construction, developer will connect the said electric meter with any of the flats retained by the owner. Similarly the water connection will be transferred in the name of flat owner association after completion of the construction.

7. That, Developer will obtain the construction permission from the competent authority and all the expenses required for the same including therein deposit amount, etc, will be incurred by developer and out of them TDR purchase charges, Premium paid FSI, City development charges, labour sells & Ancillary premium charges will be born equally by the developer and owner. Similarly, Developer will obtain the completion certificate from the competent authority and all the expenses required for the same will be incurred by the developer and at that time developer will be entitled to get refund of deposit amount from competent authority and the same will be only developer.

8. That Developer will carry on the constructions of the building on the property under development strictly in accordance with the construction permission granted by competent authority and if developer violates the terms and conditions of the construction permission or carry out any construction contrary to construction plan the developer will be solely responsible for the costs and consequences of such violation and in no way the owner will be responsible if any such action is taken by the competent authority for such violation.



9. That in consideration of the property being given for development by the owners to the developer, the owner will retain 50% construction whereas the Developer will retain 50% construction. After obtaining the construction permission, the developer & owner jointly will decide specific units to be retained by developer and by owner in accordance with above stated percentages and will be final and binding upon the both owner & developer. The specification of the construction and amenities to be provided for the construction retained by the Owner will be as specified in Schedule-8 hereunder, however, the owner or their prospective purchaser desire to have any change in the said specification the developer will do so, provided that, the owner or their prospective purchaser will have to pay separate charges for such changes suggested by them and further provided that, such changes are permissible as per building bye laws.

10. That, Developer agreed to pay interest free security deposit amount of Rs. 11,00,000/- (Rupees Eleven lacs Only) and accordingly the Developer deposited the said amount with the Owner under following details.

Details.	Date	Amount
Union Bank Of India	11/05/2022	50,000/-
RTGS HDFC Bank	06/06/2022	10,50,000/-
	Total	11,00,000/-

The said deposit amount will not carry any interest. The said total deposit amount will be refunded by owner to the developer at the time of obtaining the possession of the units retained by him immediately after completion of the construction.

11. That the Developer will complete the construction of the building within 22 months from the date of construction permission. However the construction could not be completed within the said period for any reason which is totally beyond the control of the developer, the period of development will be automatically extended.



12. That the developer may submit the building being constructed on the property under development to the provisions of Maharashtra Apartment Ownership Act by executing the Deed of Declaration for the same. If purchasers/ unit holders required form a society developer & owner agreed to execute the conveyance deed of all construction including the construction retained by owner in favour of the society and in that convenience deed name of the Owner or their prospective purchaser will be included as Member of the said Society. Similarly owner or their prospective purchaser will have to be a member of the said society and will be bound by the bylaws of the said society. Owner will have to co-operate the developer for the compliance all requirement of RERA Act, and Rules made thereunder, and will sign all the documents formats required in compliance of the said Act and Rule.

13. That, the Developer shall employ the services of the qualified Architect and RCC Consultant for the construction of the building but their fees will be paid by the Developer. Similarly, the Developer may also obtain the services of legal advisor for drafting of documents either in between the Owners and Developer or in between Owners, developer and purchaser; but the expenses of such documents and fees of the Advocate will be paid by the developer/ Purchaser.

14. That, the owner or developer, each one will be liable to pay all the taxes of the State Government and that of Central Government including therein GST, etc in respect of the construction retained by each of them.

15. That, the parties hereto agree that, in the event any accident or damage is caused to the property or to the person such as labors, engineers or to the property of neighbours during the development of the said property, the developer shall solely be responsible to pay the compensation in that regard and the owner shall not be responsible in any manner therefore.



16. That, in the event any litigation arose between the developer and their contractors or technical experts, skilled and unskilled labours or with any other person in relation to the development of the said property, the owner shall not be held responsible therefore.

17. That, the developer will be entitled to consume the total available FSI on the property under development as on today. But however, if any F.S.I. remained to be consumed or if the F.S.I. of the property under development is increased at any time for any reason, Builder will be entitled to consume the said F.S.I. also and in that new construction also the Owners will be entitled 50 % of the construction and remaining 50 % of construction will belongs to Developer.

18. That, in case the Owner and developer mutually agreed to purchase any T.D.R., Premium paid FSI and consume the same on the property under development, the consideration for purchasing the said T.D.R., Premium paid FSI will be Incurred equally by the Owner and developer and all units out of the sale of such additional construction will be shared as 50 % by the developer and 50 % by the Owner. If in case, the consideration of the purchased T.D.R., Premium paid FSI is not paid by the Owners, the Developer will be entitled to retain total additional units on the basis of such T.D.R., Premium paid FSI

19. That, the last terrace of the building will always owned and possessed by the Developer and Owner. not any of the unit purchasers will have any right on the said last terrace and the said last terrace will not be deemed as common property of the unit purchaser.

20. That, the Developer is also permitted to obtain the project loan, by creating charge on the units retained by the Developer but the Developer only will be responsible to refund the said loan and the owner will not be responsible to repay the said loan.



21. That except the construction retained by the owners all remaining construction will be belonging to the Developer and Developer can dispose of the same as it likes and can obtain and retain with itself the entire sale consideration of the said units.

22. That the owner hereby undertake to join with the developer for executing the agreement to sale and sale deed in favour of the unit purchasers in respect of the remaining construction retained by the developer or developer can do so on the basis of power of attorney executed by the owner in favour of the developer.

23. That, agreement to sale and sale deeds in respect of the units retained by the owner will be executed by the owner as vendor and developer as consenting party and without consent of developer, owner is not entitled to execute the agreement to sale and sale deed in respect of the units retained by the owner.

24. That, it is also joint responsibility of the Owner and Developer to comply the requirement of RERA and therefore, the Owner will co-operate the Developer for compliance of RERA.

25. That this agreement will be binding on the heirs of all the parties of this agreement.

26. That, the Owners is also executing Separate Irrevocable Registered GPA in favour of the Developer thereby Authorizing the Developer to obtain construction permission, to carry on the construction, to obtain electric connection and water connection, to obtain drainage connection, to obtain occupancy certificate, to form society of all purchasers, to execute declaration of apartment, to execute conveyance deed of common areas and facilities in favour of the proposed society, to create charge on the units retained by the Developer and thereby to obtain project loan, to enter in to agreement to sale and sale deed in respect of the entire construction except the construction retained by the Owner and to do all other things which are essential to complete the project.

SCHEDULE "A"

DESCRIPTION OF THE PROPERTY UNDER DEVELOPMENT

All that part and parcel of the Property Plot No.11, CTS No.15298/49, Sheet No. 304, admeasuring 349.30 bounded by:

EAST: CTS No. 15296,

WEST: CTS No. 15298/50,

SOUTH: 9 mtr Road,

NORTH: 15887/A/44, situated at Garkheda, Aurangabad.



SCHEDULE 'B'

(Specification of the Constructions and material to be used for the units retained by Owners)

SPECIFICATIONS

1. Structure :- R.C.C. framed structure.
6" thick & Internal 4" thick brick work
2. Finishes :- Wall Punning for Internal finishing & 1:3:6 ratio Sand face plaster for external surface
3. Flooring :- premium Quality Vitrified Tiles (800"x800") in all rooms.
For Toilet:- Anti Skid tiles for floor & glass tiles of premium quality for wall dado up to Intel level
4. Kitchen :- kitchen Platform in Granite. Platform with Stainless Steel sink with wall tiles up to Intel level
5. Electrical :- Concealed wiring with Modular Switches.
AC point in Master bedroom
6. Windows :- Powder coated aluminum window with mosquito net & M.S. safety Grills with window sill or bottom of opening
7. Door Frames :- a) Main door Decorative Flush shutters with side lamination
& shutters b) Toilet bedroom doors frame of Granite. With waterproof Flush doors
8. Painting :- a) Internal paint will be O.B.D. paint.
b) External paint will be Acrylic paint
9. Lift :- Lift With A E R D system.
10. Plumbing :- Jaguar/sera or any ISI mark fittings in all toilets & for kitchen sink.
11. TANK :- One overhead water tank provision and one underground tank with separate partition for domestic use & drinking water use with Electric motor & also additional from bore well water.
12. Solar water heater :- provision of hot water for all toilets through a Common solar water heating system
13. Railings :- Staircase and balcony railings in S.S. material



IN WITNESSETH WHEREOF THIS DEVELOPMENT AGREEMENT IS EXECUTED
TODAY ON 21 DAY JUNE 2022, AT AURANGABAD. अ. अ. अ.

OWNER

अ. अ. अ. अ. अ.
Sudhakar S/o Kashinath Samag

DEVELOPER

PARTH DEVELOPERS
Partnership firm through its partner's

अ. अ. अ. अ. अ.
1. Mr. Aatish S/o Suresh Pendharkar

अ. अ. अ. अ. अ.
2. Mrs. Varsha Purushottam Jorule

WITNESSES :-

अ. अ. अ. अ. अ.
1. Manish Sudhakar Samag
Age : 54 years, Occ : Business
R/o. Plot No. 11, Vishal Nagar, Garkheda, Aurangabad.

2. अ. अ. अ. अ. अ.
Milind Sudhakar Samag
Age : 43 years, Occ : Business
R/o. Plot No. 11, Vishal Nagar, Garkheda, Aurangabad.

