CHALLAN

MTR Form Number-6

GRN	MH003445682202122E	BARCODE		Date	09/07/2021-15:25:00	Form ID	25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	ARB3_AURANGABAD 3 JT SUB REGISTRAR	Full Name	MANISH SHESHRAO PATIL
Location	AURANGABAD		
Year	2021-2022 One Time	Flat/Block No.	GUT NO.70 PLOT NO.3
		Premises/Building	
		Road/Street	SATARA
		Area/Locality	AURANGABAD
		Town/City/District	
		PIN	4 3 1 0 0 1

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	400000.00
0030063301 Registration Fee	30000.00
Total	4,30,000.00

Remarks (If Any)
SecondPartyName=PRAKASH BAPURAO KHADKE AND OTHERS~

Amount In Words	Four Lakh Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA

Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	Ref. No.	00040572021070998855	CKQ8368378
Bank Date	RBI Date	09/07/2021-15:24:28	Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 0000000000

Department ID :

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 करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

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Print Date 09-07-2021 03:28:07

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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1207202102682	**Date**	12/07/2021
Received from SELF, Mobile number 0000000000, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Aurangabad 6 of the District Aurangabad.			
Payment Details			
Bank Name	SBIN	**Date**	12/07/2021
Bank CIN	10004152021071202239	**REF No.**	CHG9043943
This is computer generated receipt, hence no signature is required.			

Head of the Office Sub Registrar Aurangabad no.3

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DEVELOPMENT AGREEMENT

This Development Agreement is executed today on 12th day of July, 2021 at Aurangabad BETWEEN :-

1. **Prakash S/o Bapurao Khadke**
   Age: 70 years, Occup: Retired
   R/o.: 44, Chaitraban Colony, Gulmohor Road, Savedi
   Ahmadnagar-414203
   Adhar No. 751688510463
   PAN No.ABIPK4293Q

2. **Ramesh S/o Bapurao Khadke**
   Age: 59 years, Occup: Service
   R/o.: Chinmay Plaza, New S.B.H. Colony, Jyoti Nagar, Aurangabad
   Adhar No. 223771938723
   PAN No.AOMPK9851R

(Hereinafter called as "OWNERS" which expression shall mean and include all their heirs, successors, executors, administrators and assignees).

AND

Manish S/o Sheshrao Patil,
(Proprietor of Bhakti Builders and Developers)
Age: 41 years, Occup: Business,
R/o: Plot No.— Sena Nagar, (Musafabad),
Beed bypass road, Aurangabad.
Adhar No.:795393858765
PAN No. ALHPP8544J

(Hereinafter called as "BUILDER/DEVELOPER", which expression shall mean and include all his heirs, successors, executors, administrators and assignees).

CONSENTED BY

1. Vijaya w/o Prakash Khadke
   Age: 68 years, Occup: Household,
   R/o.: 44, Chaitraban Colony, Gulmohor Road, Savedi
   Ahmadnagar-414203
   Adhar No.910256661254

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2. Abhijeet s/o Prakash Khadke
Age: 45 years, Occup: Business ,
R/o 44, Chaitraban Colony, Gulmohor Road, Savedi
Ahmadnagar-414203
Adhar No.55452623839

(Hereinafter called as Consenting party which expression shall mean and include all their heirs, successors, executors, administrators and assignees)

WHEREAS, property Plot No. 3, admg. 297 sq, mtrs, (16.50 mtrs. x 18 mtrs.) situated at Gut no. 70, Satara, Aurangabad and which is specifically described in Schedule A is owned and possessed by the owner and they purchased the same under the registered sale deed no. 835 dated 22.02.2007 and as such it is their self acquired property.

AND WHEREAS owner no. 1, after purchase of the above said property, suffered by stroke of paralyses (Brain stroke) and therefore he is unable to sign since then. As such the owner no. 1 is putting his thumb impression on this Development Agreement and due to this peculiary circumstances, the wife, and son of owner no. 1 are also signing this development agreement as consenting party, though in fact, their consent is not required at all.

AND WHEREAS owners decided to develop the property specifically described in Schedule A and at the same time, developer was also in search of the property for Development purpose and therefore, this development agreement is being executed on the following terms and conditions.

1) That the owners hereby undertake that they are the absolute owners and possessors of the property under development and they are having absolute right to enter into this development agreement in respect of the same and the said property is free from all types of encumbrances and it is not subject to any mortgage, lease, exchange, sale or any other agreement, nor they obtained any loan from State Government, any financial institution or private parties on the same and if it is found the same will be paid by the owners.

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2) That owners hereby undertake that the property under development is not affected by any reservation, nor it is subject to any acquisition, requisition proceedings not the said property is subject matter of any litigation in any court, tribunal or before any authorities.

3) That the owners hereby undertake that they have paid all the taxes and charges of the state government and that of local authorities in respect of the property under development up to the date of this development agreement and if it is found the same will be paid by the owners. But however from the date of this agreement all such charges will be paid by the developer till obtaining of completion certificate.

4) That, developer will comply all requirements of RERA and owner will also co-operate for the same.

5) That, developer at his own cost will obtain the construction permission from the Municipal Corporation, Aurangabad. Similarly after completion of the construction, the developer will obtain the occupancy certificate and also will be entitled to get refund of construction deposit.

6) That, the Owners permitted the developer to carry on the development of the property at his own costs, risk and responsibility and for that purpose deliver possession of the same to developer.

7) That, developer will carry on development and construction of the property, strictly with accordance with the construction permission. If the developer carries out the construction work without permission or contrary to the construction permission or violate the terms and conditions of the construction permission and if the town planning authority charges any penalty or takes any action for the same, developer will only be responsible for the same.

8) That, it is agreed between the parties that area of constructions on each floor upto fourth floor will be equal and total constructions on first and third floor will be retained by the developer whereas total constructions on second floor will be retained by owner no.2 and total construction on fourth floor will be retained by owner no.1 As per construction sharing we have decided to share the construction 50% to the owner and 50 % to the developer up to 4th floor However either on the basis of balance FSI or premium paid FSI or by purchasing TDR, the developer is at liberty to construct fifth floor , by incurring all expenses required for premium paid FSI,

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purchasing TDR, loading the same on the property under development, and the said total construction on 5th floor will be retained by developer only.developer only i.e.total 5th floor belongs to builder/developer only

9) That the specific material to be used and amenities to be provided for the construction retained by owners, will be as specified in SCHEDULE 'B' herein under. However, if the owners or their prospective purchasers if any, desire to have any change in the said specification, the developer will do so at their own cost and responsibilities and developer will also be entitled to charge the extra charges to the owners, or their prospective purchaser for such changes suggested by them.

10) That all agreement to sale and sale deed in respect of the construction retained by the builder will be executed by the builder for himself . However all agreement to sale and sale deed of the construction retained by the owners will be executed by the owners only.

11) That, the developer can obtain project loan by creating charge on the units retained by the developer and the developer will only be responsible to repay the same and in no case the owners will be personally responsible to repay the said loan.

12) That, the proposed building being constructed on the property referred above will be governed by the provisions of Maharashtra Apartment Ownership Act and the builders/Developer on the basis of the Power of Attorney, executed by the Owners in their favour will execute and register the declaration U/sec.2-A of Maharashtra Apartment Ownership Act.

13) That, the developer will complete the total construction of the building within the period of 20 months, from the date of obtaining construction permission. However if the construction is delayed, due to any reason beyond the control of developer, including if any legal or unexpected condition at site arose. In that case the period of construction will automatically stand extended.

14) That, the Builders/Developer shall employ the services of the qualified Architect and RCC Consultant for the construction of the building and 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 Owner and Developer or in between Owner , developer and purchaser; the

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expenses of such documents and fees of the Advocate will be paid by the Builder/Purchaser.

15) That, the parties hereto agree that, in the event of any accident or damage is caused to the property or to the person such as labours, engineers or to the property of neighbours during the development of the said property, the builder 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 if any litigation arose between the Builder and his contractors or technical experts, skill and unskilled labourer or with any other person in relation to the development of the said properties the Owner shall not be held responsible therefor.

17) That, it is the responsibilities of the developer to collect amount of GST from the prospective purchaser deposit the same with the concern authority and it is the responsibility of developer to pay owners flat GST tax (4 flats). Similarly the developer will also receive the separate amount for electric connection and water connection, maintenance of common amenities and facilities and deposit if an for the maintenance purpose from the prospective purchasers. However it will be responsibilities of the developer to provide the electric connection and water connection to the purchaser.

18) That, if any dispute arose amongst the developer and prospective purchasers, on account of any deficiencies in service and the prospective purchasers raised any dispute before any authority, developer will be responsible for settlement of the said dispute and owners will not be responsible unless there is a title dispute of the property under development.

19) That, the owners are executing the separate registered Power of Attorney thereby authorizing the developer to obtain the construction permission, water connection, electric connection, drainage connection, to obtain completion certificate, to carry on the total construction, to execute declaration of apartment, to form society if required etc.

20) That, the developer will collect one-time society maintenance of Rupees 50,000 from each flat owner. If plot owner did not sell his flat, still it will be mandatory to pay the one-time society maintenance of Rupees 50,000 per flat(that is 1lakh for 2 flats) to developer.

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21) That, developer is issuing the cheque: Cheque No: 075382 Dated 17/08/2021, The Malkapur Urban Co-op Bank Ltd. Branch-Shahnoorwadi, Aurangabad of rupees 200000 (two lakh)to **Prakash S/o Bapurao Khadke** as non-refundable deposit amount
similarly, developer is issuing the cheque: Cheque No:075384 Dated 17/08/2021, The Malkapur Urban Co-op Bank Ltd. Branch-Shahnoorwadi, Aurangabad of rupees 200000 (two lakh) to **Ramesh S/o Bapurao Khadke** as non-refundable deposit amount.

22) That, developer is issuing the cheque: Cheque No: 075381 Dated 15/10/2021, The Malkapur Urban Co-op Bank Ltd. Branch-Shahnoorwadi, Aurangabad of rupees 200000 (two lakh) to **Prakash S/o Bapurao Khadke** as refundable deposit amount.
Similarly, developer is issuing the cheque: Cheque No: 075383 Dated 15/10/2021, The Malkapur Urban Co-op Bank Ltd. Branch-Shahnoorwadi, Aurangabad of rupees 200000 (two lakh) to **Ramesh S/o Bapurao Khadake** as refundable deposit amount.

23) That, the plot owner **Prakash S/o Bapurao Khadke** will have to pay refundable deposit amount of rupees 200000 (two lakh) to developer after completion of the building. The building completion should be within 24 months after approval from AMC , else otherwise the refundable amount will be forfeited.

Similarly, Ramesh S/o Bapurao Khadke will also have to pay refundable deposit amount of rupees 200000 (two lakh) to developer after completion of the building. The building completion should be within 24 months after approval from AMC , else otherwise the refundable amount will be forfeited.

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SCHEDULE "A"

DESCRIPTION OF THE PROPERTY UNDER DEVELOPMENT

All that part and parcel of the property Plot No. 3, admg. 297 sq. mtrs. (16.50 x 18 mtrs.) bounded by East : remaining land of gut no. 70, West : 9 mtrs wide road., South : Plot No. 2, North : Plot No. 4.

Situated at Land gut no. 70, Satara, Aurangabad

SCHEDULE 'B'

(Specification of the Constructions and material to be used for the construction retained by the owners)

IN WITNESSETH WHEREOF THIS DEVELOPMENT AGREEMENT IS EXECUTED TODAY ON 12th DAY JULY 2021, AT AURANGABAD.

WITNESSES :-

1.
Suresh Bapurao Khadke
Age-55 Years,Occ-Service
R/o.Shreyanagar,Aurangabad



OWNERS



1. Prakash S/o Bapurao Khadke

2. Ramesh S/o Bapurao Khadke



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2.
Dnyaneshwar Raosaheb Jadhav
Age- 33 Years,Occ-Business
R/o.Satara Parisar,Aurangabad

BUILDER/DEVELOPER,



Manish S/o Sheshrao Patil,

CONSENTING PARTY



1. **Vijaya w/o Prakash Khadke**



2. **Abhijeet s/o Prakash Khadke**

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