

OFFICE OF THE
JOINT DISTRICT REGISTRAR
AURANGABAD, MAHARASHTRA
MAH/CCRA/DIST/000



भारत

STAMP DUTY

महाराष्ट्र

SPECIAL ADHESIVE

0007200

-5.3.00

281992

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INDIA

MAHARASHTRA

Seventeen thousand only

1700

For Collector of Stamp
Aurangabad

9000	9/8
2000	

३६५४१ २००९

१०६० -

अनुक्रमिक नंबर
सन २००० से
चे १३ मार्च २००० ते ३०
सितंबर २००० (उत्तर)
मुख्य निबंधक क्र.-२, कचेरीत
आजुन दिना

नौवणी की रु. ७६० -
फौटी पाने की रु. २५ -
फायलिंग की रु. ७३ -
शेरे की रु. ०२ -
खजाना की रु. ०२ -
रकूण की रु. ०२ -

[Signature]

७२५९

[Signature]
मुख्य निबंधक
औरंगाबाद क्र.-२
(उत्तर विभाग)

[Signature]
मुख्य निबंधक
औरंगाबाद क्र.-२
(उत्तर विभाग)

DEVELOPMENT AGREEMENT

Development Agreement of a plot at Naralibag, Aurangabad. Actual value Rs.7,18,200/- (Rs. Seven Lacs Eighteen Thousand Two Hundred Only) and Stamp duty paid on this value.

[Signature]

This Development Agreement is executed today on this 13th day of March, 2000 at Aurangabad.

BETWEEN

Ajantha Education Society, Aurangabad Through its President Ranganath Baburao Kale Age : 40 years. Occupation Agriculture, R/o. Vikasnagar, Osmanpura, Aurangabad hereinafter called as Trust / Owner, which expression shall mean and include all their trustees, executors, administrators and assignees of the Trust.)

[Signature]
[Signature]

Cont....

AND

M/s. Trishul Constructions Aurangabad a
partnership firm through its partners:

1. Mr. Shodhan Yashwant Joshi
Age : 44 years; Occ. Business,
R/o. 28, Jay Nagar, Osmanpura, Aurangabad.
2. Mr. Nagesh Govindrao Kunjar
Age : 27years, Occ. Business
R/o. 8, Ex-Serviceman Colony
Nageshwarwadi, Aurangabad.
3. Mrs. Surekha Ashok Patil
Age: 36 years, Occ. Business,
R/o Shanti Sagar, 36 Jay Nagar, Aurangabad.

(Hereinafter called and referred as Party of the
Second part/ Builders / Developers, which
expression shall mean and include all their heirs,
successor, legal representatives, executors,
administrators and assignees).

WHEREAS, the Owner is a Charitable Trust
registered under Bombay Trust Act with the office
of the Assistant Charity Commissioner, Aurangabad
and it own and possess the property CTS No. 2960
admeasuring 351.00 sq.mts., (Approx. 3780 sq.ftts.)
situated at Naralibag, Aurangabad and the said
property is specifically described in Schedule A
hereunder

AND WHEREAS as the owner is a Public Charitable
Trust it has completed all necessary formalities
for transfer of said property. Tender was called
by the owner by giving Public Advertisement, but
first time offer was low i.e., Rs.160/- (Rs. One
Hundred Sixty Only) per Sq.ft.. Hence second time
tender was called by publishing it in Daily Lokmat
on 02.07.1999., which is responded by only one

Cont....



party i.e. M/s. Trishul Constructions giving offer @ Rs.190/- (Rs. One Hundred Ninty Only) sq.ft. and which is accepted by the trust and accordingly approved in its meeting.

AND WHEREAS, the Owner also obtained permission to sale the said property to the Builder @ Rs. 190/- per sq. ft. from the Hon'ble Jt. Charity Commissioner, Aurangabad on 23.12.1999 in File No.11/99.

AND WHEREAS, the Builder desire to develop the said plot by constructing the flatted building thereon and, therefore, this Development Agreement is being executed on the following terms and conditions:

1. That, the owner hereby undertake that Plot under development is free from all types of encumbrances and they are having absolute title of the ownership and possession on the same. In case, if any disputes of any kind in respect of the said plot arises, the owner hereby undertake to identify the Builder for all losses caused by them.
2. That the Developers at their cost shall carry on the construction of the building strictly in accordance with the building permission granted by the Municipal Corporation, Aurangabad and it shall not cause any deviations from the said permission. If any deviation from the said construction permission is caused by the Builder, while carrying on the construction, it will be the total responsibility of the builder and he will have to pay the penalties, if any imposed by the Town Planning Authorities, municipal Corporation, Aurangabad and in case any action is taken by the Town Planning Authority for such deviation, the Builder will be responsible for the same.

Cont....



3. That, in consideration of the Plot being for development by the Owner to the Builder, the Builder agreed to pay Rs.7,18,200/- (Rs. Seven Lacs Eighteen Thousand Two Hundred Only) to the owner and the said amount is paid by the Builder to the owner as under:

CH./OO. NO.	DATE	BANK'S NAME	AMOUNT
1) 307535	03.7.1999	Saraswat Co-op. Bank Ltd., Khadkeshwar Branch, Aurangabad	51,000.00
2) 565624	15.2.2000	---	2,50,000.00
3) 565626	30.3.2000	---	2,50,000.00
4) 572220	20.4.2000	---	1,67,200.00
Total			7,18,200.00

(Rs. Seven Lacs Eighteen Thousand Two Hundred Only)

4. That, it is well understood between the parties that time is the essence of this agreement. The Builder is bound to pay the amount under agreement in schedule time only. If the Builder commits any default in payment of any installment, he will have to pay the interest to the owner for the delayed payment @1.5% per month. However, in any case, such default even by payment of interest will be condoned only for the maximum period of 6 months. Thereafter, this agreement will automatically stand cancelled. In case of cancellation of this agreement for committing the default in payment of installment, the builder will be entitled for the refund of only 75% of the amount already paid by him and the remaining 25% amount will stand forfeited and the builder will not entitle to claim anything for the development done by him. No separate notice for cancellation of agreement will be required to be given under this clause

Cont....

[Signature]

5. That, the Builder shall complete the construction within a period of 3 years from the date of this agreement. However, this period of construction may be extended provided that the builder shall pay the installments, as stated above.
6. That, the builder has right in display their sign boards and advertisements of the plot and they also can enter into agreement to sale flats, shops, godown, etc. with the prospective purchasers, but this agreement of sale as well as sale deed will be binding on the owners only if the builder makes regular payments as agreed to the owner.
7. That, the builder can dispose off all the shops / offices / godowns / flats to the flat/ shop / office / godown purchasers at any price on any terms and conditions that agreed upon by he developer with the purchasers and the owners hereby undertake to join with the developer for execution of agreement to sale and the sale deed and thereby confer absolute title in favour of the purchaser in respect of the office / shop / godown / flat purchased by him.
8. That, the proposed building being constructed on the plot will be governed by the provisions of Maharashtra Apartment Ownership Act and the Builder on the basis of power of Attorney executed by the owners in favour of the partner of developer firm, will execute and register the declaration under Section 2-A of Maharashtra Apartment Ownership, developer to carry on the construction and to do all other things required to be done in compliance of declaration given by the owners as stated above.

[Signature]

Cont....

9. That the owner hereby undertake that they are the absolute owners and possessors of the above property described and there is no defect of title and if any defect, in the title of the owners or any dispute on account of title of boundaries of the plot or any other dispute arise, it will be the total responsibility of the owners and they will have remove the same by taking proper steps on their own cost and risk. Also all the Municipal and \revenue taxes such as N.A., Corporation property Tax, etc till the date of this agreement is to be settled by owner at his cost and expenses alone.

10. That, the Builder shall employ the services of qualified Architect and RCC consultants for the construction of the building and their fees will be paid by the developer. Similarly, the developers may also obtain the services of legal advisers for preparation and drafting of legal documents either in between the owners and the developer or in between the owners, developers and the flat/ shop/ office/ godown purchasers. but the expenses of such documents and fees of the advocate will be paid by the Builder.

11. That, the developer will have to pay all types of Municipal taxes, land revenue, water charges, electricity charges, payable of the plot after the date of this agreement or in future but owner shall clear all the dues till the date of this agreement.

12. That, the owner shall produce or cause to be produced the relevant certificate under section 230-A of Income tax if required by the concerned authorities.

[Signature]

Cont.....

13. That, the Developer may take steps for formation of the flat owners association and register the same with the Dy. Registrar, Maharashtra Co-operative Societies Act, but the expenses of he same will be borne by the Builder/Developer.
14. That, in the event of any accident or damage to the property or person during the development of the said plot the builder shall be liable and responsible and in no case owners will be responsible.
15. That, the owner will not be responsible in the event of any litigation in respect of the building. Its contractor, technical experts or liabilities arising thereby.
16. That, it is distinctly understood by and between the parties hereto that the owners will not be entitled to any profit or loss arising out of the construction of the shops flats / office / godown etc. on the said plot. Also owner shall have no right or claim for additional FSI given for this plot at present or in future in any form whatsoever. Similarly, the owners will not be liable for any taxes arising out of the development and construction of the flat and sale of the flats / shops/ offices / godowns.
17. That, the owners are also executing a General Power of Attorney in favour of the partners of the Builder and thereby authorise them to carry on construction of building and execute the declaration under Section 2-A, of Maharashtra Apartment Ownership Act. to do all the deeds for formation of association, to enter into the agreement to sale and sale deed in respect of total construction.



SCHEDULE - A

The open plot CIS No. 2960 admeasuring 351.00 sq.mts. bounded by :

East : Road
West : Compound Wall of Z. P. Quarters
South : City Survey No. 2961
North : City Survey No. 2959

Situated at Naralibag, Aurangabad.

IN WITNESS WHEREOF, this Development Agreement is executed today on this 13th day of March, 2000 at Aurangabad.

OWNER

Ajantha Education Society, A'bad
Through its President
Rangnath Baburao Kale.

DEVELOPER

M/s. Trishul Constructions, A'bad
Through its Partners.

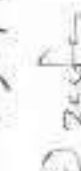
1) Mr. Shodhan Yeshwant Joshi

2) Mr. Nagesh Govindrao Kunjar

WITNESSES:

1) 

K. D. Joshi
K. D. Joshi & Co., A'bad.

2) 
S. D. Joshi, Son of S. D. Joshi

File Name : Comp-4\WS\Nagesh\Deed\TrishulS.dey

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भारत
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CHESSE
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19.4.00

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91.89855L

INDIA 201302 0000 MAHARASHTRA
Rupees.....thousand
Pais.....Hundred.....only

For Collector of Stamp
Aurangabad,
19 APR 2000

600/24-23

शिक्षण संस्था संस्था 3629
 सन 2020 के
 वे 98 लाखों... 8.5-8.5
 पंजीयन अधिनियम (1980)
 मुख्य निबंधक क्र. 1, अवेरीव
 आगुन दिला

मौलसी पीस :-	०४५०
पोरी प्रले पीस :-	५०
एकसरी पीस :-	१२३
दोरी पीस :-	२
सकसा पीस :-	२
कुस पीस :-	०५१६

Handwritten signature


 डॉ. पी. के. सिंह
 औरंगाबाद ३६-२
 (उत्तर विभाग)

मुख्यमन्त्री
औद्योगिक एवं
(उत्तर विभाग)

अथ- ३६२७११०	२४०
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Development Agreement of a plot at Naralibag, Aurangabad. Actual value Rs.7,44,990/- (Rs. Seven Lacs Forty Four Thousand Nine Hundred Ninety Only) and Stamp Duty Paid on this value.

This Development Agreement is executed today on this 14th day of June, 2000 at Aurangabad.

BETWEEN

Ajantha Education Society, Aurangabad Through its President Rangnath Baburao Kale Age : 40 years, Occupation Agriculture, R/o. Vikasnagar, Osmanpura, Aurangabad hereinafter called as Trust / Owner, which expression shall mean and include all their trustees, executors, administrators and assignees of the Trust.) M

Cont. . . .

of the Trust.)

AND

M/o. Trishul Constructions Aurangabad a
partnership firm through its partners:

1. Mr. Shodhan Yashwant Joshi
Age : 44 years; OCC. Business.
R/o. 28, Jay Nagar, Osmanpura, Aurangabad.
2. Mr. Nagesh Govindrao Kunjar
Age : 27years, OCC. Business
R/o. 8, Ex-Serviceman Colony
Nageshwarwadi, Aurangabad.
3. Mrs. Surekha Ashok Patil
Age: 36 years, OCC. Business.
R/o Shanti Sagar, 36 Jay Nagar, Aurangabad.

(Hereinafter called and referred as Party of the
Second part/ Builders / Developers, which
expression shall mean and include all their heirs,
successor, legal representatives, executors,
administrators and assignees).

WHEREAS, the Owner is a Charitable Trust
registered under Bombay Trust Act with the office
of the Assistant Charity Commissioner, Aurangabad
and it own and possess the property CTS No. 2958
admeasuring 364.30 sq.mts. (Approx. 3921 sq.ftts.)
situated at Naralibag, Aurangabad and the said
property is specifically described in Schedule A
hereunder

AND WHEREAS as the owner is a Public Charitable
Trust it has completed all necessary formalities
for transfer of said property. Tender was called
by the owner by giving Public Advertisement, but
first time offer was low i.e., Rs.160/- (Rs. One
Hundred Sixty Only) per Sq.ft.. Hence second time
tender was called by publishing it in Daily Lokmat
on 02.07.1999., which is responded by only one

Cont....

Patil



party i.e. M/s. Trishul Constructions giving offer @ Rs.190/- (Rs. One Hundred Ninty Only) sq.ft. and which is accepted by the trust and accordingly approved in its meeting.

AND WHEREAS, the Owner also obtained permission to sale the said property to the Builder @ Rs. 190/- per sq. ft. from the Hon'ble Jt. Charity Commissioner, Aurangabad on 23.12.1999 in File No.11/99.

AND WHEREAS, the Builder desire to develop the said plot by constructing the Flatted building thereon and, therefore, this Development Agreement is being executed on the following terms and conditions:

1. That, the owner hereby undertake that Plot under development is free from all types of encumbrances and they are having absolute title of the ownership and possession on the same. In case, if any disputes of any kind in respect of the said plot arises, the owner hereby undertake to identify the Builder for all losses caused by them.
2. That the Developers at their cost shall carry on the construction of the building strictly in accordance with the building permission granted by the Municipal Corporation, Aurangabad and it shall not cause any deviations from the said permission. If any deviation from the said construction permission is caused by the Builder, while carrying on the construction, it will be the total responsibility of the builder and he will have to pay the penalties, if any imposed by the Town Planning Authorities, Municipal Corporation, Aurangabad and in case any action is taken by the Town Planning Authority for such deviation, the Builder will be responsible for the same.

Cont....

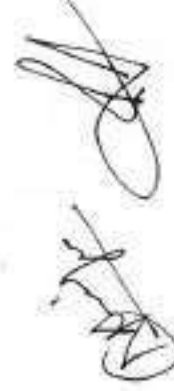


3. That, in consideration of the plot being for development by the Owner to the Builder, the Builder agreed to pay Rs. 7,44,990/- (Rs. Seven Lacs Fourty Four Thousand Nine Hundred Ninty Nine Only) to the owner and the said amount is paid by the Builder to the owner as under:

CH. NO.	DATE	BANKS NAME	AMOUNT
1) 565633	01.6.2000	Saraswat Co-op. Bank Ltd., Khadkeshwar Branch, Aurangabad	2,50,000.00
2) 565634	10.6.2000	----	2,50,000.00
3) 565635	13.6.2000	----	2,44,990.00
Total			7,44,990.00

(Rs. Seven Lacs Fourty Four Thousand Nine Hundred Ninty Nine Only)

4. That, it is well understood between the parties that time is the essence of this agreement. The Builder is bound to pay the amount under agreement in schedule time only. If the Builder commits any default in payment of any installment, he will have to pay the interest to the owner for the delayed payment @1.5% per month. However, in any case, such default even by payment of interest will be condoned only for the maximum period of 6 months. Thereafter, this agreement will automatically stand cancelled. In case of cancellation of this agreement for committing the default in payment of installment, the builder will be entitled for the refund of only 90% of the amount already paid by him and the remaining 10% amount will stand forfeited and the builder will not entitle to claim anything for the development done by him. No separate notice for cancellation of agreement will be required to be given under this clause



Cont...

5. That, the Builder shall complete the construction within a period of 3 years from the date of this agreement. However, this period of construction may be extended provided that the builder shall pay the installments, as stated above.
6. That, the builder has right in display their sign boards and advertisements of the plot and they also can enter into agreement to sale flats, shops, godown, etc. with the prospective purchasers, but this agreement of sale as well as sale deed will be binding on the owners only if the builder makes regular payments as agreed to the owner.
7. That, the builder can dispose off all the shops / offices / godowns / flats to the flat/ shop / office / godown purchasers at any price on any terms and conditions that agreed upon by the developer with the purchasers and the owners hereby undertake to join with the developer for execution of agreement to sale and the sale deed and thereby confer absolute title in favour of the purchaser in respect of the office / shop / godown / flat purchased by him.
8. That, the proposed building being constructed on the plot will be governed by the provisions of Maharashtra Apartment Ownership Act and the Builder on the basis of power of Attorney executed by the owners in favour of the partner of developer firm, will execute and register the declaration under Section 2-A of Maharashtra Apartment Ownership, developer to carry on the construction and to do all other things required to be done in compliance of declaration given by the owners as stated above.

Cont....



9. That the owner hereby undertake that they are the absolute owners and possessors of the above property described and there is no defect of title and if any defect, in the title of the owners or any dispute on account of title of boundaries of the plot or any other dispute arise, it will be the total responsibility of the owners and they will have remove the same by taking proper steps on their own cost and risk. Also all the Municipal and \revenue taxes such as N.A., Corporation property tax, etc till the date of this agreement is to be settled by owner at his cost and expenses alone.

10. That, the Builder shall employ the services of qualified Architect and RCC consultants for the construction of the building and their fees will be paid by the developer. Similarly, the developers may also obtain the services of legal advisers for preparation and drafting of legal documents either in between the owners and the developer or in between the owners, developers and the flat/ shop/ office/ godown purchasers, but the expenses of such documents and fees of the advocate will be paid by the Builder.

11. That, the developer Will have to pay all types of Municipal taxes, land revenue, water charges, electricity charges, payable of the plot after the date of this agreement or in future but owner shall clear all the dues till the date of this agreement.

12. That, the owner shall produce or cause to be produced the relevant certificate under section 230-A of Income Tax if required by the concerned authorities.

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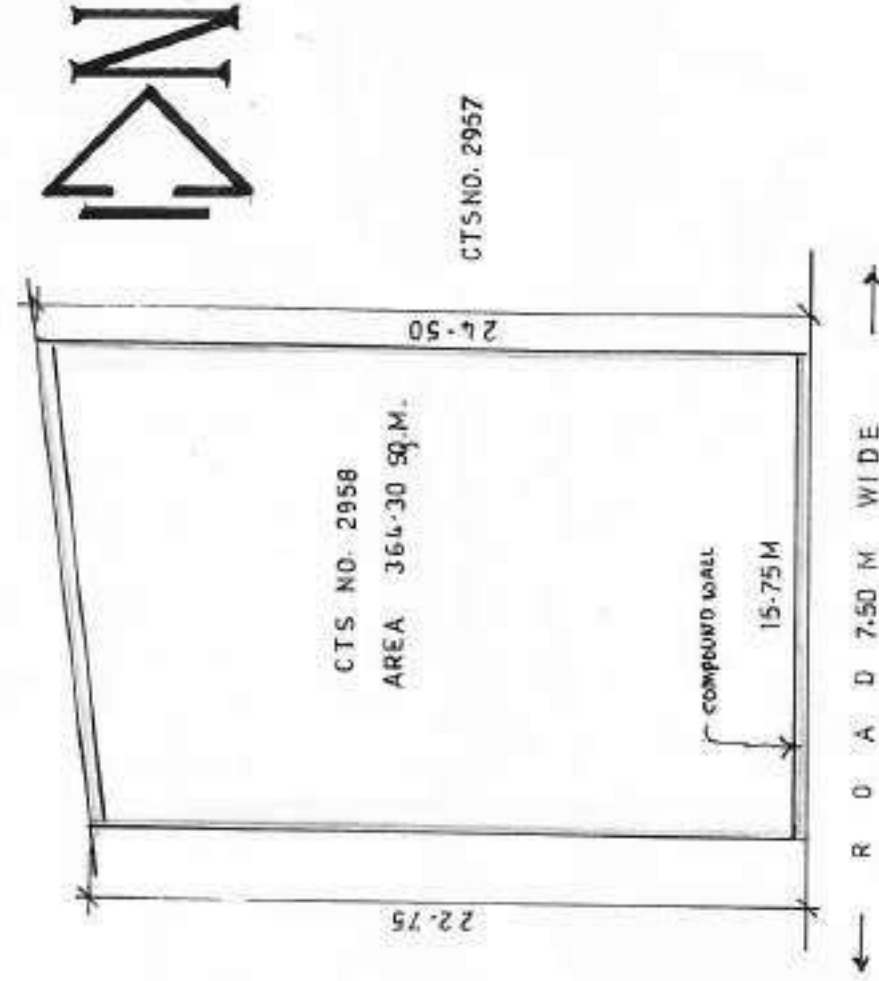
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13. That, the Developer may take steps for formation of the flat owners association and register the same with the Dy. Registrar, Maharashtra Co-operative Societies Act, but the expenses of he same will be borne by the Builder/Developer.
14. That, in the event of any accident or damage to the property or person during the development of the said plot the builder shall be liable and responsible and in no case owners will be responsible.
15. That, the owner will not be responsible in the event of any litigation in respect of the building. Its contractor, technical experts or liabilities arising thereby.
16. That, it is distinctly understood by and between the parties hereto that the owners will not be entitled to any profit or loss arising out of the construction of the shops flats / office / godown etc. on the said plot. Also owner shall have no right or claim for additional FSI given for this plot at present or in future in any form whatsoever. Similarly, the owners will not be liable for any taxes arising out of the development and construction of the flat and sale of the flats / shops / offices / godowns.
17. That, the owners are also executing a General Power of Attorney in favour of the partners of the Builder and thereby authorise them to carry on construction of building and execute the declaration under Section 2-A, of Maharashtra Apartment Ownership Act, to do all the deeds for formation of association, to enter into the agreement to sale and sale deed in respect of total construction.



- PLAN FOR DEVELOPMENT AGREEMENT OF CTS NO. 2958 SHEET NO. 40 SITUATED AT NARALIBAG AURANGABAD.
- LAND OWNER - AJANTHA EDUCATION SOCIETY THROUGH ITS PRESIDENT RANGNATH B. KALE
- DEVELOPER M/S. TRISHUL CONSTRUCTION.
- PARTNER - MR. SHODHAN YASHWANT JOSHI.
MR. NAGESH GOVINDRAO KUNJAR.



• REFERENCE -- DEVELOPMENT AGREEMENT AREA 364.30 SQ M
SHOWN IN RED

• DEVELOPERS

FOR TRISHUL CONSTRUCTION
PARTNERS.

1 MR. SHODHAN Y. JOSHI.

2 MR. NAGESH & KUNJAR.

• LAND OWNER

FOR AJANTHA EDUCATION SOCIETY
PRESIDENT - RANGNATH B. KALE.

WITNESS

1. *[Signature]*
2. *[Signature]*

SCHEDULE - A

The open plot CTS NO. 2958 admeasuring 364.30
sq.mts. bounded by :

East : Road
West : Compound Wall of Z. P. Quarters
South : City Survey No. 2959
North : City Survey No. 2957 of Deshpande.

Situated at Naralibag, Aurangabad.

IN WITNESS WHEREOF, this Development Agreement is
executed today on this **14th** day of **JUNE**, 2000 at
Aurangabad.

OWNER



Ajantha Education Society, A'bad
Through its President
Rangnath Baburao Kale.

DEVELOPER

M/s. Trishul Constructions, A'bad
Through its Partners.



1) Mr. Shodhan Yeshwant Joshi



2) Mr. Nagesh Govindrao Kunjar

WITNESSES:

1) 
Kadam Bannodhan Kunjar
Narah Candale H. P. A'bad.

2)



Sayyed zafer
Heena pager A'bad.
occr - service



70017-6

OFFICE OF THE
JOINT DISTRICT REGISTRAR
AURANGABAD, MAHARASHTRA
MAH/CCRA/DIST/009



+ 11062675101



Repees Seven thousand
only

For Collector of Stamps
Aurangabad

06 MAR 2002

5844/2009

अनुक्रमिक नंबर 9682
सत 2000 ते 27/1/01
दे 93 तारखेत 9/8/01 ते 9/9
दे 93 तारखेत 9/8/01 ते 9/9
दे 93 तारखेत 9/8/01 ते 9/9
दुय्यम निवमका क्र.-२, कचेरीत
आणुन पिळा

नोंदणी फी रु. :- 6000/-
पत्रेदो पाणे फी रु. :- 24/-
पत्रातीना फी रु. :- 92/-
शेरे फी रु. :- 02/-
सजवात फी रु. :- 02/-
एकूण फी रु. :- 6000/-

हस्ताक्षर

कुसुम विभवका
औरंगाबाद क्र.-२
(उत्तर विभाग)

कुसुम विभवका
औरंगाबाद क्र.-२
(उत्तर विभाग)

DEVELOPMENT AGREEMENT

Development Agreement of a plot at Naralibag, Aurangabad. Actual value Rs.7,03,000/- (Rs. Seven Lacs Three Thousand Only) and Stamp Duty paid on this value.

This Development Agreement is executed today on this 13th day of March, 2000 at Aurangabad.

BETWEEN

Ajantha Education Society, Aurangabad Through its President Ranganath Baburao Kale Age : 40 years, Occupation Agriculture, R/o. Vikasnagar, Osmanpura, Aurangabad hereinafter called as Trust / Owner, which expression shall mean and include all their trustees, executors, administrators and assignees of the Trust.)



Cont....

AND

M/s. Trishul Constructions Aurangabad a
partnership firm through its partners:

1. Mr. Shodhan Yashwant Joshi
Age : 44 years; Occ. Business,
R/o. 28, Jay Nagar, Damanpura, Aurangabad.
2. Mr. Nagesh Govindrao Kunjar
Age : 27years, Occ. Business
R/o. 8, Ex-Serviceman Colony
Nageshwarwadi, Aurangabad.
3. Mrs. Surekha Ashok Patil
Age: 36 years, Occ. Business,
R/o Shanti Sagar, 36 Jay Nagar, Aurangabad.

(Hereinafter called and referred as party of the
Second part/ Builders / Developers, which
expression shall mean and include all their heirs,
successor, legal representatives, executors,
administrators and assignees).

WHEREAS, the Owner is a Charitable Trust
registered under Bombay Trust Act with the office
of the Assistant Charity Commissioner, Aurangabad
and it own and possess the property CTS No. 2961
admeasuring 343.7 sq.mts. (Approx. 3700 sq.ft.s.)
situated at Naralibag, Aurangabad and the said
property is specifically described in Schedule A
hereunder

AND WHEREAS as the owner is a Public Charitable
Trust it has completed all necessary formalities
for transfer of said property. Tender was called
by the owner by giving Public Advertisement, but
first time offer was low i.e., Rs.160/- (Rs. One
Hundred Sixty Only) per Sq.ft.. Hence second time
tender was called by publishing it in Daily Lokmat
on 02.07.1999., which is responded by only one

Cont...



party i.e. M/c. Trishul Constructions giving offer @ Rs.190/- (Rs. One Hundred Ninty Only) sq.ft. and which is accepted by the trust and accordingly approved in its meeting.

AND WHEREAS, the Owner also obtained permission to sale the said property to the Builder @ Rs. 190/- per sq. ft. from the Hon'ble Jt. Charity Commissioner, Aurangabad on 23.12.1999 in File NO.11/99.

AND WHEREAS, the Builder desire to develop the said plot by constructing the flatted building thereon and, therefore, this Development Agreement is being executed on the following terms and conditions:

1. That, the owner hereby undertake that plot under development is free from all types of encumbrances and they are having absolute title of the ownership and possession on the same. In case, if any disputes of any kind in respect of the said plot arises, the owner hereby undertake to identify the Builder for all losses caused by them.

2. That the Developers at their cost shall carry on the construction of the building strictly in accordance with the building permission granted by the Municipal Corporation, Aurangabad and it shall not cause any deviations from the said permission. If any deviation from the said construction permission is caused by the Builder, while carrying on the construction, it will be the total responsibility of the builder and he will have to pay the penalties, if any imposed by the Town Planning Authorities, municipal Corporation, Aurangabad and in case any action is taken by the Town Planning Authority for such deviation, the Builder will be responsible for the same.

Cont....

3. That, in consideration of the plot being for development by the Owner to the Builder, the Builder agreed to pay Rs.7,03,000/- (Rs. Seven Lacs Three Thousand Only) to the owner and the said amount is paid by the Builder to the owner as under:

CH.NO.	DATE	BANKS NAME	AMOUNT
1) 565623	14.2.2000	Saraswat Co-op. Bank Ltd., Khadkeshwar Branch, Aurangabad	2,50,000.00
2) 565625	30.3.2000	" "	2,50,000.00
3) 565628	15.4.2000	" "	2,03,000.00
Total			7,03,000.00

(Rs. Seven Lacs Three Thousand Only)

4. That, it is well understood between the parties that time is the essence of this agreement. The Builder is bound to pay the amount under agreement in schedule time only. If the Builder commits any default in payment of any installment, he will have to pay the interest to the owner for the delayed payment @1.5% per month. However, in any case, such default even by payment of interest will be condoned only for the maximum period of 6 months. Thereafter, this agreement will automatically stand cancelled. In case of cancellation of this agreement for committing the default in payment of installment, the builder will be entitled for the refund of only ~~15~~ ¹⁵% of the amount already paid by him and the remaining ~~45~~ ¹⁵% amount will stand forfeited and the builder will not entitle to claim anything for the development done by him. No separate notice for cancellation of agreement will be required to be given under this clause

Cont...

[Signature]

5. That, the Builder shall complete the construction within a period of 3 years from the date of this agreement. However, this period of construction may be extended provided that the builder shall pay the installments, as stated above.
6. That, the builder has right in display their sign boards and advertisements of the plot and they also can enter into agreement to sale flats, shops, godown, etc. with the prospective purchasers, but this agreement of sale as well as sale deed will be binding on the owners only if the builder makes regular payments as agreed to the owner.
7. That, the builder can dispose off all the shops / offices / godowns / flats to the flat/ shop / office / godown purchasers at any price on any terms and conditions that agreed upon by he developer with the purchasers and the owners hereby undertake to join with the developer for execution of agreement to sale and the sale deed and thereby confer absolute title in favour of the purchaser in respect of the office / shop / godown / flat purchased by him.
8. That, the proposed building being constructed on the plot will be governed by the provisions of Maharashtra Apartment Ownership Act and the Builder on the basis of power of Attorney executed by the owners in favour of the partner of developer firm, will execute and register the declaration under Section 2-A of Maharashtra Apartment Ownership, developer to carry on the construction and to do all other things required to be done in compliance of declaration given by the owners as stated above.

Cont....



9. That the owner hereby undertake that they are the absolute owners and possessors of the above property described and there is no defect of title and if any defect, in the title of the owners or any dispute on account of title of boundaries of the plot or any other dispute arise, it will be the total responsibility of the owners and they will have remove the same by taking proper steps on their own cost and risk. Also all the Municipal and revenue taxes such as N.A., Corporation property tax, etc till the date of this agreement is to be settled by owner at his cost and expenses alone.
10. That, the Builder shall employ the services of qualified Architect and RCC consultants for the construction of the building and their fees will be paid by the developer. Similarly, the developers may also obtain the services of legal advisers for preparation and drafting of legal documents either in between the owners and the developer or in between the owners, developers and the flat/shop/ office/ godown purchasers, but the expenses of such documents and fees of the advocate will be paid by the Builder.
11. That, the developer will have to pay all types of Municipal taxes, land revenue, water charges, electricity charges, payable of the plot after the date of this agreement or in future but owner shall clear all the dues till the date of this agreement.
12. That, the owner shall produce or cause to be produced the relevant certificate under section 230-A of Income tax if required by the concerned authorities.

Cont....

13. That, the Developer may take steps for formation of the flat owners association and register the same with the Dy. Registrar, Maharashtra Co-operative Societies Act, but the expenses of the same will be borne by the Builder/Developer.

14. That, in the event of any accident or damage to the property or person during the development of the said plot the builder shall be liable and responsible and in no case owners will be responsible.

15. That, the owner will not be responsible in the event of any litigation in respect of the building. Its contractor, technical experts or liabilities arising thereby.

16. That, it is distinctly understood by and between the parties hereto that the owners will not be entitled to any profit or loss arising out of the construction of the shops, flats / office / godown etc. on the said plot. Also owner shall have no right or claim for additional FSI given for this plot at present or in future in any form whatsoever. Similarly, the owners will not be liable for any taxes arising out of the development and construction of the flat and sale of the flats / shops / offices / godowns.

17. That, the owners are also executing a General Power of Attorney in favour of the partners of the Builder and thereby authorise them to carry on construction of building and execute the declaration under Section 2-A, of Maharashtra Apartment Ownership Act, to do all the deeds for formation of association, to enter into the agreement to sale and sale deed in respect of total construction.

[Signature]



SCHEDULE - A

The open plot CTS No. 2961 ad measuring 343.7 sq.mts. bounded by :

East : Road
West : Compound Wall of Z. P. Quarters
South : Sheet No.57, Part of Survey NO. _____
North : City Survey No. 2960

Situated at Naralibag, Aurangabad.

IN WITNESS WHEREOF, this Development Agreement is executed today on this 13th day of March, 2000 at Aurangabad.

OWNER



Ajantha Education Society, A'bad
Through its President
Rangnath Baburao Kale.

DEVELOPER

M/s. Trishul Constructions, A'bad
Through its Partners.

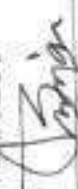


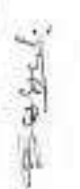
1) Mr. Shodhan Yeshwant Joshi



2) Mr. Nagesh Govindrao Kunjar

WITNESSES:

1) 
Keshav Govindharan
Rangnath Baburao Kale ST NO. A'bad

2) 
Nagesh Govindrao Kunjar

File Name : C:\p-4\43\Bavindra\Bavindra\Trishul11.doc

सं. प्र. प्र. - २
१७६२१६१८
२००७

१) केसर जलप्रीति
केसर
आनंद जलप्रीति
केसर जलप्रीति का काट
केसर जलप्रीति

१) रंगनाथ जलप्रीति जलप्रीति
२० कोली जलप्रीति

१) कोहरा मखाना जलप्रीति
२० जलप्रीति जलप्रीति

३) नागेश जलप्रीति जलप्रीति
२० जलप्रीति जलप्रीति

पुस्तकालय
२००७
पुस्तकालय जलप्रीति

असे निवेदन करील आहेत की
वस्तुस्थिती कळत देणाने जलप्रीति
पुस्तकालय जलप्रीति: ओळखतात की
पुस्तकालय जलप्रीति

Signature

Signature



१३ ३ २००७

Signature

Signature

पुस्तकालय जलप्रीति
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१७६२
(उत्तर विभाग)
१७६२
१७६२

मा. सहजीविका निवेदन मा. के. ५७३
३५०० - ०२/२००७ दि. १५/१०/२००७
मा. को. रंगनाथ जलप्रीति, रंगनाथ जलप्रीति, ३ २२०३-५५
जलप्रीति, को. रंगनाथ जलप्रीति, ५/१०/२००७ रंगनाथ जलप्रीति, २६, २६-
दि. २६/०१/२००७ को. रंगनाथ जलप्रीति, ३२००
जलप्रीति, को. रंगनाथ जलप्रीति, ३२००
३२३५ ३२००
३२३५ ३२००
दि. २२/१०/२००७ को. रंगनाथ जलप्रीति

कार्यवाही करवाली की

कि. भा. भा. भा.

आशा नौदणी की अगुवाई में रास्ता निर्माण किया गया है।

0841268 0841268

OFFICE OF THE
JOINT DISTRICT REGISTRAR
AURANGABAD, MAHARASHTRA
MAH/CCHA/DIST/009

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INDIA

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SPECIAL ADHESIVE
MAHARASHTRA

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22/4/2007

Rupees.....thousand
Hundred.....only

For Collector of Stamp
Aurangabad

19 APR 2007

आपुनसिंह मंगर ...
संग 2000 ...
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...
आपुन विला

नौदणी की रक. :- 6330/-
पैसे पावे की रक. :- 40/-
अपुनसिंह की रक. :- 92/-
होरे की रक. :- 2/-
अपुनसिंह की रक. :- 2/-
अपुनसिंह की रक. :- 6330/-

दुधम विभाग
औरंगाबाद ज. - 2
(उत्तर विभाग)

दुधम विभाग
औरंगाबाद ज. - 2
(उत्तर विभाग)

DEVELOPMENT AGREEMENT

Development Agreement of a plot at Naralibag, Aurangabad. Actual value Rs.7,32,450/- (Rs. Seven Lacs Thirty Two Thousand Four Hundred Fifty Only) and Stamp Duty paid on this value.

This Development Agreement is executed today on this 14th day of June, 2000 at Aurangabad.

BETWEEN

Ajanta Education Society, Aurangabad Through its President Rangnath Baburao Kale Age : 40 years, Occupation Agriculture, R/o. Vikasnagar, Osmanpura, Aurangabad hereinafter called as Trust / Owner, which expression shall mean and include all their trustees, executors, administrators and assignees of the Trust.)

Cont...

AND

M/s. Trishul Constructions Aurangabad a
partnership firm through its partners:

1. Mr. Shodhan Yashwant Joshi
Age : 44 years; Occ. Business,
R/o. 28, Jay Nagar, Damanpura, Aurangabad.
2. Mr. Nagesh Govindrao Kunjar
Age : 27years, Occ. Business
R/o. 8, Ex-Serviceman Colony
Nageshwarwadi, Aurangabad.
3. Mrs. Surekha Ashok Patil
Age: 36 years, Occ. Business,
R/o Shanti Sagar, 36 Jay Nagar, Aurangabad.

(Hereinafter called and referred as Party of the
Second part/ Builders / Developers. Which
expression shall mean and include all their heirs,
successor. legal representatives, executors,
administrators and assignees).

WHEREAS, the Owner is a Charitable Trust
registered under Bombay Trust Act with the office
of the Assistant Charity Commissioner, Aurangabad
and it own and possess the property CTS No. 2959
admeasuring 358.10 sq.mts. (Approx. 3855 sq.fts.)
situated at Naralibag, Aurangabad and the said
property is specifically described in Schedule A
hereunder

AND WHEREAS as the owner is a Public Charitable
Trust it has completed all necessary formalities
for transfer of said property, Tender was called
by the owner by giving Public Advertisement, but
first time offer was low i.e., Rs.160/- (Rs. One
Hundred Sixty Only) per Sq.ft.. Hence second time
tender was called by publishing it in Daily Lokmat
on 02.07.1999., which is responded by only one

Cont....



party i.e. M/s. Trishul Constructions giving offer @ Rs.190/- (Rs. One Hundred Ninty Only) sq.ft. and which is accepted by the trust and accordingly approved in its meeting.

AND WHEREAS, the Owner also obtained permission to sale the said property to the Builder @ Rs. 190/- per sq. ft. from the Hon'ble Jt. Charity Commissioner, Aurangabad on 23.12.1999 in File No.11/99.

AND WHEREAS, the Builder desire to develop the said plot by constructing the flatted building thereon and, therefore, this Development Agreement is being executed on the following terms and conditions:

1. That, the owner hereby undertake that Plot under development is free from all types of encumbrances and they are having absolute title of the ownership and possession on the same. In case, if any disputes of any kind in respect of the said plot arises, the owner hereby undertake to identify the Builder for all losses caused by them.
2. That the Developers at their cost shall carry on the construction of the building strictly in accordance with the building permission granted by the Municipal Corporation, Aurangabad and it shall not cause any deviations from the said permission. If any deviation from the said construction permission is caused by the Builder, while carrying on the construction, it will be the total responsibility of the builder and he will have to pay the penalties, if any imposed by the Town Planning Authorities, Municipal Corporation, Aurangabad and in case any action is taken by the Town Planning Authority for such deviation, the Builder will be responsible for the same.

Cont....




3. That, in consideration of the plot being for development by the Owner to the Builder, the Builder agreed to pay Rs.7,32,450/- (Rs. Seven Lacs Thirty Two Thousand Four Hundred Fifty Only) to the owner and the said amount is paid by the Builder to the owner as under:

CH.NO.	DATE	BANKS NAME	AMOUNT
1) 565630	10.6.2000	Saraswat Co-op. Bank Ltd., Khadkeshwar Branch, Aurangabad	2,50,000.00
2) 565631	10.6.2000	" "	2,50,000.00
3) 565632	13.6.2000	" "	2,32,450.00
Total			7,32,450.00

(Rs. Seven Lacs Thirty Two Thousand Four Hundred Fifty Only)

4. That, it is well understood between the parties that time is the essence of this agreement. The Builder is bound to pay the amount under agreement in schedule time only. If the Builder commits any default in payment of any installment, he will have to pay the interest to the owner for the delayed payment @1.5% per month. However, in any case, such default even by payment of interest will be condoned only for the maximum period of 6 months. Thereafter, this agreement will automatically stand cancelled. In case of cancellation of this agreement for committing the default in payment of installment, the builder will be entitled for the refund of only 90% of the amount already paid by him and the remaining 10% amount will stand forfeited and the builder will not entitle to claim anything for the development done by him. No separate notice for cancellation of agreement will be required to be given under this clause



[Signature]

Cont...

5. That, the Builder shall complete the construction within a period of 3 years from the date of this agreement. However, this period of construction may be extended provided that the builder shall pay the installments, as stated above.
6. That, the builder has right in display their sign boards and advertisements of the plot and they also can enter into agreement to sale flats, shops, godown, etc. with the prospective purchasers, but this agreement of sale as well as sale deed will be binding on the owners only if the builder makes regular payments as agreed to the owner.
7. That, the builder can dispose off all the shops / offices / godowns / flats to the flat/ shop / office / godown purchasers at any price on any terms and conditions that agreed upon by he developer with the purchasers and the owners hereby undertake to join with the developer for execution of agreement to sale and the sale deed and thereby confer absolute title in favour of the purchaser in respect of the office / shop / godown / flat purchased by him.
8. That, the proposed building being constructed on the plot will be governed by the provisions of Maharashtra Apartment Ownership Act and the Builder on the basis of power of Attorney executed by the owners in favour of the partner of developer firm, will execute and register the declaration under Section 2-A of Maharashtra Apartment Ownership, developer to carry on the construction and to do all other things required to be done in compliance of declaration given by the owners as stated above.

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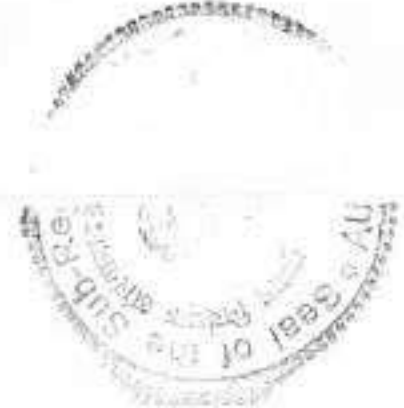
9. That the owner hereby undertake that they are the absolute owners and possessors of the above property described and there is no defect of title and if any defect, in the title of the owners or any dispute on account of title of boundaries of the plot or any other dispute arise, it will be the total responsibility of the owners and they will have remove the same by taking proper steps on their own cost and risk. Also all the Municipal and \revenue taxes such as N.A., Corporation property Tax, etc till the date of this agreement is to be settled by owner at his cost and expenses alone.

10. That, the Builder shall employ the services of qualified Architect and RCC consultants for the construction of the building and their fees will be paid by the developer. Similarly, the developers may also obtain the services of legal advisers for preparation and drafting of legal documents either in between the owners and the developer or in between the owners, developers and the flat/shop/ office/ godown purchasers, but the expenses of such documents and fees of the advocate will be paid by the Builder.

11. That, the developer will have to pay all types of Municipal taxes, land revenue, water charges, electricity charges, payable of the plot after the date of this agreement or in future but owner shall clear all the dues till the date of this agreement.

12. That, the owner shall produce or cause to be produced the relevant certificate under section 230-A of Income Tax if required by the concerned authorities.

Cont.....

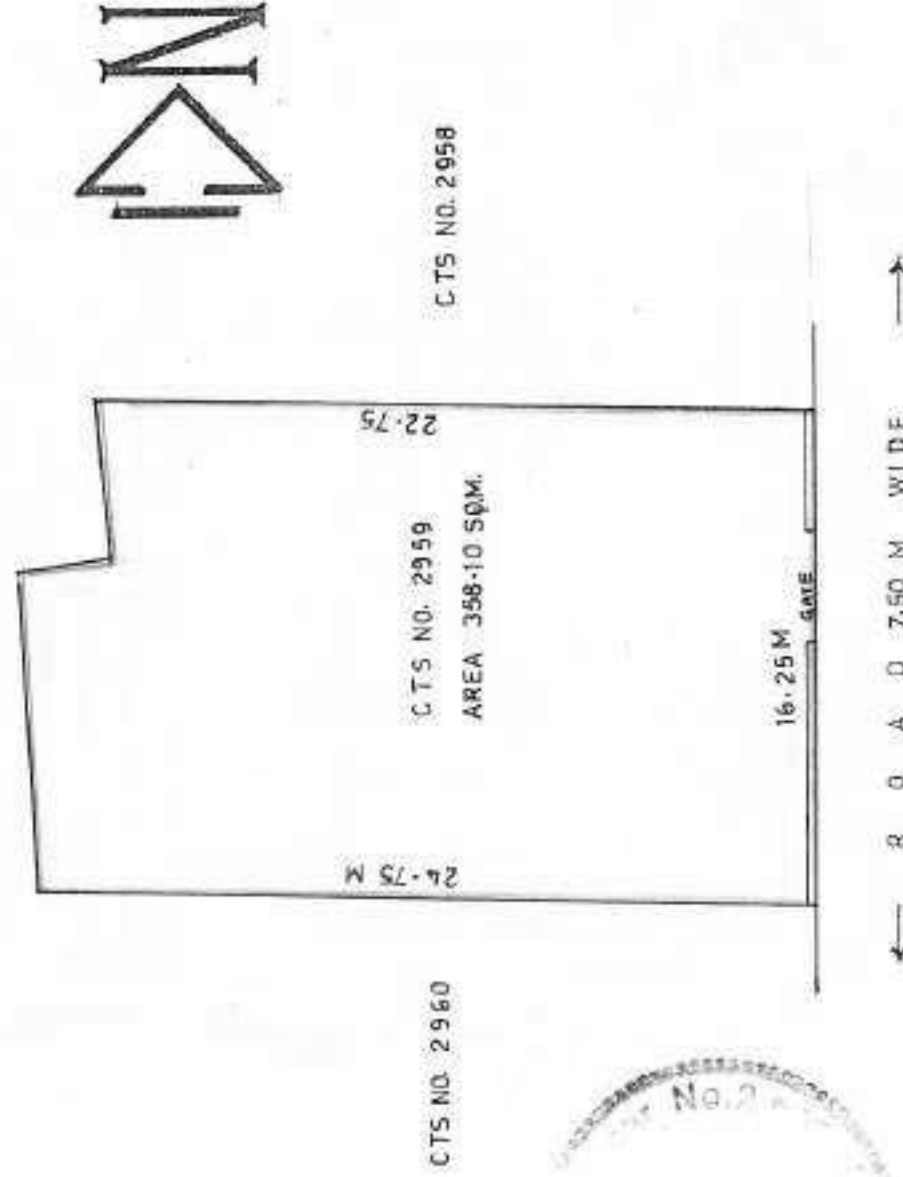


13. That, the Developer may take steps for formation of the flat owners association and register the same with the Dy. Registrar, Maharashtra Co-operative Societies Act, but the expenses of he same will be borne by the Builder/Developer.
14. That, in the event of any accident or damage to the property or person during the development of the said plot the builder shall be liable and responsible and in no case owners will be responsible.
15. That, the owner will not be responsible in the event of any litigation in respect of the building. Its contractor, technical experts or liabilities arising thereby.
16. That, it is distinctly understood by and between the parties hereto that the owners will not entitled to any profit or loss arising out of the construction of the shops flats / office / godown etc. on the said plot. Also owner shall have no right or claim for additional FSI given for this plot at present or in future in any form whatsoever. Similarly, the owners will not be liable for any taxes arising out of the development and construction of the flat and sale of the flats / shops/ offices / godowns.
17. That, the owners are also executing a General Power of Attorney in favour of the partners of the Builder and thereby authorise them to carry on construction of building and execute the declaration under Section 2-A, of Maharashtra Apartment Ownership Act, to do all the deeds for formation of association, to enter into the agreement to sale and sale deed in respect of total construction.



[Signature]

- PLAN FOR DEVELOPMENT AGREEMENT OF CTS NO. 2959 SHEET NO. 40 SITUATED AT NARALIBAG AURANGABAD.
- LAND OWNER - AJANTHA EDUCATION SOCIETY THROUGH ITS PRESIDENT RANGNATH B. KALE
- DEVELOPER M/S. TRISHUL CONSTRUCTION.
- PARTNER - MR. SHODHAN YASHWANT JOSHI, MR. NAGESH GOVINDRAO KUNJAR.



• REFERENCE - DEVELOPEMENT AGREEMENT AREA 358-10-SQ.M. SHOWN IN RED

• DEVELOPERS

FOR TRISHUL CONSTRUCTION PARTNERS.

1 MR. SHODHAN Y. JOSHI.

2 MR. NAGESH G. KUNJAR.

• LAND OWNER

FOR AJANTHA EDUCATION SOCIETY
PRESIDENT - RANGNATH B. KALE.

WITNESS

1 [Signature]
2 [Signature]

SCHEDULE - A

The open plot CTS No. 2959 admeasuring 358.10 sq.mts. bounded by :

East : Road
West : Compound Wall of Z. P. Quarters
South : City Survey No.2960
North : City Survey No.2958

Situated at Naralibag, Aurangabad.

IN WITNESS WHEREOF, this Development Agreement is executed today on this 14th day of June, 2000 at Aurangabad.

OWNER

Ajantha Education Society, A'bad
Through its President
Rangnath Baburao Kale.

DEVELOPER

M/s. Trishul Constructions, A'bad
Through its Partners.

1) Mr. Shodhan Yeshwant Joshi

2) Mr. Nagesh Govindrao Kunjar

WITNESSES:

1)
Keshu Sanishwar Kunjar
Munshi Gopal Das A'bad.

2)
Sayyed Zafer.

Heena Nagar A'bad.
occu-service

