

158/6267

पावती

Original/Duplicate

Thursday, August 11, 2022

नोंदणी क्र.: 39म

3:47 PM

Regn.: 39M

पावती क्र.: 8528 दिनांक: 11/08/2022

गावाचे नाव: गारखेडा (शहरी)

दस्तऐवजाचा अनुक्रमांक: अगम-1-6267-2022

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे. श्री. हिंमलजमाता कंस्ट्रक्शन वर्क भागीदार क्रमांक 01 श्री. देवेंद्र
अंबादास देशपांडे -

नोंदणी फी ₹. 30000.00

दस्त हाताळणी फी ₹. 740.00

पृष्ठांची संख्या: 37

एकूण: ₹. 30740.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे

4:04 PM ह्या वेळेस मिळेल.

सद. पुणे नगरपालिका वार्ड-३
जिल्हाधिकारी कार्यालय, पुणे
पुणे

बाजार मूल्य: ₹. 55282000/-

मोबदला ₹. 55282000/-

भरलेले मुद्रांक शुल्क: ₹. 2764100/-



देयकाचा प्रकार: DHC रकम: ₹. 740/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: 1108202202141 दिनांक: 11/08/2022

कचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH006300828202223E दिनांक: 11/08/2022

कचे नाव व पत्ता:

मु. ११/०८/२०२२ कला

गावाचे नाव : गारखेडा (शहरी)

(1) विलेखाचा प्रकार	विकसनकरारनामा
(2) मोबदला	55282000
(3) बाजारभाव/भाडेपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की फट्टेदार ते नमूद करावे)	55282000
(4) मू-भाषण, पोटलिम्मा व धरक्यास/असल्यास)	1) पाविनेचे नाव: औरंगाबाद म.न.पा. इतर वर्णन : इतर माहिती : इतर माहिती: गारखेडा सल्ले नंबर 15(भाग)सिडको नेबरहुड एन-4, सेक्टर एक-1 येथील भूखंड क्रमांक 138, क्षेत्रफळ 1257.19 चौरस मीटर विकसीत करावयास दिला. (Survey Number : 15 ; Plot Number : 138 ;)
(5) क्षेत्रफळ	1) 1257.19 चौ.मीटर
(6) आकारणी किंवा जुबी केल्यात असेल तेव्हा,	
(7) दस्तऐवज करत देणा-या/विद्वान ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाच्या हुकुमनामा किंवा अदेश असल्यास, प्रतिवादिचे नाव व पत्ता,	1) नाव:- डॉ. हिम किमणदास गुरुसहाणी, - बय:- 67; पत्ता:- प्लॉट नं. - , माळा नं. - , इमारतीचे नाव:- , ब्लॉक नं. - , रोड नं. प्लॉट नंबर 107, तिरुपती पार्क, गुरुसहाणीनगर, एन-4, सिडको, औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:- 431003 पॅन नं:- ABRPG8673R
(8) दस्तऐवज करत देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाच्या हुकुमनामा किंवा अदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:- मे. श्री. हिमलजभाता कंदुकुशन तर्फे भागीदार क्रमांक 01 श्री. देवेंद्र अंबादास देशपांडे - बय:- 44; पत्ता:- प्लॉट नं. - , माळा नं. - , इमारतीचे नाव:- , ब्लॉक नं. - , रोड नं. प्लॉट नंबर 21, कल्पवृक्ष हाउसिंग सोसायटी, गारखेडा, औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:- 431009 पॅन नं:- AEPFS0580L 2) नाव:- मे. श्री. हिमलजभाता कंदुकुशन तर्फे भागीदार क्रमांक 02 डॉ. हिम किमणदास गुरुसहाणी, - बय:- 67; पत्ता:- प्लॉट नं. - , माळा नं. - , इमारतीचे नाव:- , ब्लॉक नं. - , रोड नं. प्लॉट नंबर 107, तिरुपती पार्क, गुरुसहाणीनगर, एन-4, सिडको, औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:- 431003 पॅन नं:-
(9) दस्तऐवज करत दिवशाचा दिनांक	11/08/2022
(10) दस्त नोंदणी केल्याचा दिनांक	11/08/2022
(11) अनुक्रमांक, खंड व पृष्ठ	6267/2022
(12) बाजारबाबप्रमाणे मुद्रांक शुल्क	2764100
(13) बाजारबाबप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाना तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारणाला विवरणेना अनुषंग:-

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

सह दुष्यम निबंधक वर्ग-२
औरंगाबाद शहर क्र.1
औरंगाबाद.



CHALLAN
MTR Form Number-6



GRN	MH006300826202223E	BARCODE			Date	11/08/2022-11:42:54		Form ID	
Department	Inspector General Of Registration				Payer Details				
Registration Fee					TAX ID / TAN (If Any)				
Type of Payment	Ordinary Collections IGR				PAN No.(If Applicable)				
Office Name	ARB1_HQR SUB REGISTRAR AURANGABAD 1				Full Name	MD SHREE HINGLAJ/MATA CONSTRUCTION THROUGH PARTNER DEVENDRA A DESHPANDE			
Location	AURANGABAD				Flat/Block No.	PLOT NO 138 N-4 SECTOR F-1			
Year	2022-2023 One Time				Premises/Building				
Account Head Details			Amount In Rs.		Road/Street	S NO 15 PART GARKHEDA			
0030083301	Amount of Tax		30000.00		Area/Locality	AURANGABAD			
					Town/City/District				
					PIN	4 3 1 0 0 1			
					Remarks (If Any)				
					SecondPartyName=DR HIRDO CHIMANDAS GURSAHANI-				
					Amount In	Thirty Thousand Rupees Only			
Total			30,000.00		Words				
Payment Details	BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	02300042022081131505	004260811			
Cheque/DD No.			Bank Date	RBI Date	11/08/2022-11:44:32	Not Verified with RBI			
Name of Bank			Bank-Branch	BANK OF MAHARASHTRA					
Name of Branch			Scroll No. , Date	Not Verified with Scroll					

Department ID :

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

Mobile No. :

9226756121

खदर घलन कौल दृश्यन नलषाक कलरणी नौदणी कलषलरलर दृषलरलर ललषु अलरे. नौदणी न कलषलरलर दृषलरलर खदर घलन ललषु ललरी.

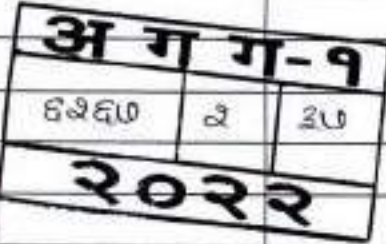




CHALLAN
MTR Form Number-6



GRN	MH003926423202223E	BARCODE			Date	24/06/2022-13:52:26	Form ID	
Department Inspector General Of Registration				Payer Details				
Non-Judicial Stamps				TAX ID / TAN (If Any)				
Type of Payment Duty on doc Voluntarily brought for Adjud IGR RoM				PAN No.(If Applicable)				
Office Name AGD_JT DIST REGISTRAR AURANGABAD				Full Name		MS. SHREE HINGLAJMATA CONSTRUCTION		
						THROUGH PARTNER DEVENDRA A		
Location AURANGABAD						DESHPANDE		
Year 2022-2023 One Time				Flat/Block No.		PLOT NO 138 N-4 SECTOR F-1		
Account Head Details				Amount In Re.		Premises/Building		
0030051701 Amount of Tax				2764100.00		Road/Street S NO 15 PART GARKHEDA		
						Area/Locality CIDCO AURANGABAD		
						Town/City/District		
				PIN		4 3 1 0 0 3		
				Remarks (If Any)				
				DR HIROO CHIMANDAS GURSAHANI				
				Amount In		Twenty Seven Lakh Sixty Four Thousand One Hundred		
Total				Words		Rupees Only		
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN		Ref. No.		02300042022062417759 221754856509
Cheque/DD No.				Bank Date		RBI Date		24/06/2022-13:53:38 28/06/2022
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		20627 , 27/06/2022		



Department ID :

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

Mobile No. : 9226756121

सदर चलन देवत

माही.

Digitally signed by Jt. Sub-Registrar, Aurangabad
MUMBAI/03
Date: 2022.06.11
11:49:02 IST
Reason: IGRAS Secure Document
Location: India

Challan Defaced Detail

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0002054427202223	27/05/2022-17:27:25	IGR202	2764100.00

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1106202202141	Date 11/08/2022
Received from HINGLAJMATA, Mobile number 9422211142, an amount of Rs.740/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Aurangabad 1 of the District Aurangabad.	
Payment Details	
Bank Name SBIN	Date 11/08/2022
Bank CIN 10004152022081101974	REF No. 222348499417
This is computer generated receipt, hence no signature is required.	



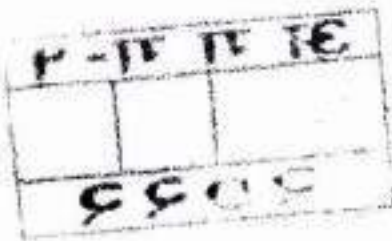
GRN : MH003826423292223E Amount : 27,64,100.00

Bank : BANK OF MAHARASHTRA

Date : 24/06/2022-13:52:26

Total Defacement Amount

27,64,100.00



Signature Not
Verified

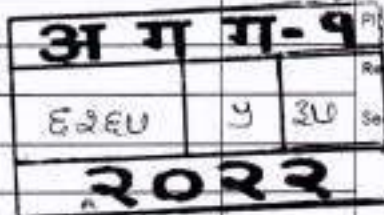
Digitally signed by OS
VIRTUAL TREASURY
MUMBAI 03
Date: 2022.08.11
11:49:02 IST
Reason: GRAF Secure
Document
Location: India



CHALLAN
MTR Form Number-6



GRN	MH006300620202223E	BARCODE			Date	11/08/2022-11:42:54	Form ID	
Department Inspector General Of Registration				Payer Details				
Registration Fee				TAX ID / TAN (If Any)				
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)				
Office Name ARB1_HQR SUB REGISTRAR AURANGABAD 1				Full Name		MD SHREE HINGLAJMATA CONSTRUCTION THROUGH PARTNER DEVENDRA A		
Location AURANGABAD						DESHPANDE		
Year 2022-2023 One Time				Flat/Block No.		PLOT NO 138 N-4 SECTOR F-1		
Account Head Details				Amount in Rs.		Premises/Building		
0030063301 Amount of Tax				30000.00		Road/Street		
						S NO 15 PART GARKHEDA		
						Area/Locality		
						AURANGABAD		
						Town/City/District		
						PIN		
						4 2 1 0 0 1		
						Remarks (If Any)		
						SecondPartyName=DR HIRDO CHIMANDAS GURSAHAN-		
						Amount in		
						Thirty Thousand Rupees Only		
						Words		
						Total		
						30,000.00		
Payment Details				BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK		
Cheque/DD No.				Bank CIN		Ref. No.		02300042022051131505 004260611
Cheque/DD No.				Bank Date		RBI Date		11/08/2022-11:44:32 Not Verified with RBI
Name of Bank				Bank Branch		BANK OF MAHARASHTRA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		



Department ID: 9226756124
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
नियम अनुसार दस्तावेज पंजीयनासाठी केवळ उपरोक्त कार्यालयीन दस्तावेजच मान्य आहेत. यासाठी हे दस्तावेज केवळ उपरोक्त कार्यालयीन दस्तऐवज आहे.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-158-6287	000315830220223	11/08/2022-15:47:43	IGR205	30000.00



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1108202202141

Receipt Date 11/08/2022

Received from HINGLAJMATA, Mobile number 9422211142, an amount of Rs.740/-, towards Document Handling Charges for the Document to be registered on Document No. 6267 dated 11/08/2022 at the Sub Registrar office S.R. Aurangabad 1 of the District Aurangabad.

DEFACED

₹ 740

DEFACED

Payment Details

Bank Name SBIN

Payment Date 11/08/2022

Bank CIN 10004152022081101974

REF No. 222348499417

Deface No 1108202202141D

Deface Date 11/08/2022

This is computer generated receipt, hence no signature is required.



अ ग ग-१
६२६७ ६ ३७
२०२२

100/-
Vide Application Fee Rs. 100/-
Vide Challan No. Receipt No. 35285202022 P dt. 10/12/22

Collector of Stamp
Aurangabad.

Certificate u/s 32(1)(b) of the Bombay Stamp Act, 1958

ADJ/3100901/ 36 /20-22

Office of the Collector of Stamp

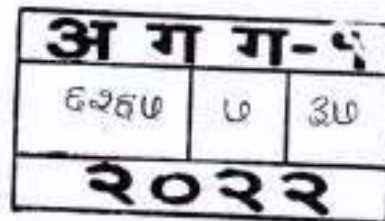
Dated 10/12/22

Received from Shri Shree Hinglajmata Construction
residing at Plot no. 136, N.S. Sector. F.I. S.No. 13, Garkheda, A. Road
Stamp duty of Rs. 2764.00/- Twenty Seven Lakhs
Sixty Four Thousand and Hundred
Challan No. ADJ/3100901/36/2022/22 P dt. 24/10/22
Certified under Section 32(1)(b) of Bombay Stamp Act, 1958
that the full duty of Rs. 2764.00/- with which
this instrument is chargeable has been paid vide article no. 5282001
of Schedule I

This Certificate is subject to the provisions of section
53 (A) of the Bombay Stamp Act, 1958.
Place :- Aurangabad.
Date :- 27/06/2022



[Signature]
M.V. Rs. 5,52,82,000/-



DEVELOPMENT AGREEMENT

This development agreement is made and executed today on
11th day of August 2022 at Aurangabad between:

Dr. Hiroo Chimandas Gursahani
Age: 67 Years, Occ. Business
R/o. Plot no. 107, Tirupati Park,
Gursahani Nagar, N-4
CIDCO, Aurangabad 431003
UID 6198-8337-1152.

(Hereinafter called as **THE LESSER** which expression shall mean and include his legal heir's successors, legal representatives, executors, administrators and assignees.)
Party of the first part.

AND

M/s. Shree Hinglajmata Constructions,
A Registered Partnership firm duly registered under
The Indian Partnership Act, having its registered office at
Row House No. A-1/4, Tirupati Park, Gursahani Nagar, N-4,
CIDCO, Aurangabad. 431003. Through its Partners

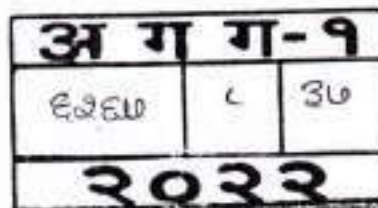
01. Mr. Devendra Ambadas Deshpande,
Age. 44 yrs, Occu. Business
R/o. Plot No. 24, Kalpataru Housing Society,
Garkheda, Aurangabad-431009
UID 7901-2100-7547

02. Dr. Hiroo Chimandas Gursahani
Age: 67 Years, Occ. Business
R/o. Plot no. 107, Tirupati park,
Gursahani Nagar, N-4
CIDCO, Aurangabad 431003
UID 6198-8337-1152.

[Hereinafter called as **THE DEVELOPER FIRM** which expression shall mean and include all its present and future partners, its, legal representatives, successors, executors, administrators and assignees] Part of the Second part

Description of Property under Development

All that part and parcel of property Plot No. 138, admeasuring 1257.19 sq.mt. situated at Survey No. 15 (part), village Garkheda, Neighbourhood N-4, Sector F-1, CIDCO, within the municipal limits of Aurangabad Municipal Corporation and owned and possessed by the owner/ Lessors.



The boundaries of the said plot is as follows:-

On or Towards the East: - 11.0 meter wide Road.

On or Towards the West:- Survey No. 16.

On or Towards the North:- Plot No. 137.

On or Towards the South:- 24.0 meter wide Road.

Hereinafter all the aforesaid stated to be "The said Plot"

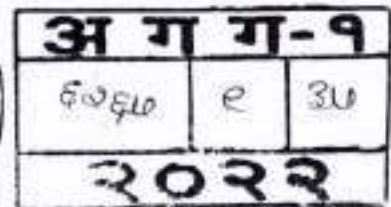
Whereas the Dr. Chimandas Asannad Gursahani and Dr. Hiroo Chimandas Gursahani are the original land owner of the land to the extent of 4 H and 15 R situated at survey no. 15, Garkheda, Aurangabad.

Whereas part of land from Village Garkheda, Tahsil and District Aurangabad was notified for acquisition by the CITY and Industrial Development Corporation of Maharashtra Ltd (CIDCO) (hereinafter referred to as CIDCO) which is a Special Planning Authority for Project Aurangabad, requested the Collector, Aurangabad to initiate the land acquisition Proceedings for setting of Housing Project and accordingly lands were acquired.

Whereas CIDCO has acquired the 4 H and 15 R land from survey no. 15 (part) Village Garkheda Tq. & Dist. Aurangabad owned by Dr. Chimandas Asanand Gursahani and Dr. Hiroo Chimandas Gurussahani, for setting up Housing project.

Whereas Dr. Chimandas Asanand Gursahani and Dr. Hiroo Chimandas Gurussahani have filed writ petition in the Hon'ble High Court of Judicature of Bombay, Bench at Aurangabad, for payment of adequate compensation for the acquired land.

Whereas, land owners i.e. Dr. Chimandas Asanand Gursahani and Dr. Hiroo Chimandas Gurussahani compromised the matter with CIDCO, Authority. The parties have arrived at out of Court settlement and terms and conditions were finalised between the parties.



As per the terms and conditions, CIDCO has agreed to give 12450 sq. meters developed plots in lieu of adequate compensation of the acquired land.

And whereas the CIDCO Authority thereafter developed the acquired land and carved out layout plots. Thereafter CIDCO Authority has allotted the developed plots having Nos. 110, 111, 112, 113, 114, 115, 116, 107, 137 & 138 to the land owners.

Whereas out of the aforesaid plots Lease Deed of plot No. 138, admeasuring 1257.19 sq. meters is executed by CIDCO Authority on 16.02.2001, which is registered at Sr. No. P-73 at the office of Sub Registrar, Aurangabad, in favour of Dr. Chimandas Assanand Gursahani and Dr. Hirro Chimandas Gursahani.

Whereas on execution of above registered lease deed, Dr. Chimandas Asanand Gursahani and Dr. Hiroo Chimandas Gurussahani become the Joint Lessors of Plot No. 138, admeasuring 1257.19 sq. meters situated at survey No. 15 (part), village Garkheda, Neighbourhood N-4, Sector F-1, CIDCO, Aurangabad.

Whereas unfortunately, Dr. Chimandas Asanand Gursahani expired on 04.04.2012 at Aurangabad and before his death, he has executed and registered will deed vide document no. 333 dated 19.01.2001 in favour of his son Dr. Hiroo Chimandas Gurussahani. The legal heirs of deceased Dr. Chimandas Asanand Gursahani approach to the competent Civil Court and obtain Probate Certificate. As per will and Probate Plot No. 138, admeasuring 1257.19 sq. meters situated at survey No. 15 (part), village Garkheda, Neighbourhood N-4, Sector F-1, CIDCO, Aurangabad is transferred in the name of Dr. Hiroo Chimandas Gursahani, by issuing transfer order Dated

18/04/2019



अ ग ग-१		
६२६७	१०	३०
२०२२		



And whereas the Lessor and the partners of the developer firm know each other very well and as such have collectively taken a decision and decided to develop the said plot.

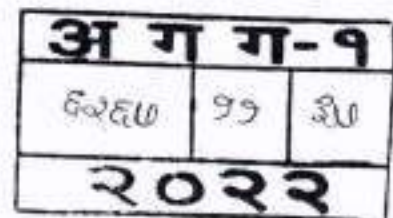
And whereas, the lessor is desirous to get develop the said plot however due to lack of expertise, time, funds, he is not able to develop the same and therefore, he has approached the developer and requested to construct and develop the said plot.

Whereas the Lessor has agreed and authorised the developer to develop the said plot, by way of constructing new building and structures thereon as per the convenience of the developer and subject to permissions to be obtained from competent authorities and the rules and regulations governing such development activities. The Lessor has also agreed to execute a Power of Attorney in favour of the developer/builder thereby authorizing the developer and its partners to convey by way of sale the superstructure, flats, shops, offices etc. Which will be constructed on the said plot by the developer, to any person, other body which the developer may deem fit subject to the terms and conditions agreed herein.



And whereas, pursuant to detail discussions, deliberations and negotiations etc., the Lessor, and Developers, i.e, the parties to this agreement, have arrived at conclusion and agreed upon certain terms and conditions in respect of the said development work which they have decided to reduce the same in writing by way of executing this development agreement which is being written and executed on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

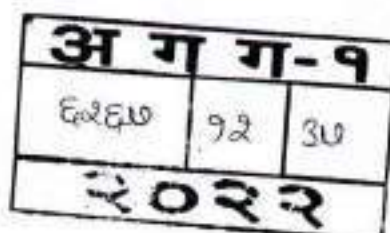


1. The Lessor has represented to the developer that he alone is the absolute owner, possessor/ lease holder of the said plot as stated herein above and the said plot is not subject to any mortgage, charge or any other encumbrances, and has further represented that he has got absolute right, title and authority to enter into and execute this development agreement with the developer.
2. The Lessor has applied for the building permission for the said plot and Municipal Corporation of Aurangabad has grant building permission on 07.10.2021, vide commencement certificate No. 512/2021-22, file No. 327/17/2021-22, book No. 467, Sr. No. 11652.
3. The Municipal Corporation has permitted 3434.92 sq. meters construction on the said plot as follows:-

Area of plot	1257.19 sq. meters
Basic FSI 0.10%	125.71 sq. meters
Premium paid FSI 0.50%	628.59. sq. meters
Ancillary area for Commercial 80%	866.20 sq. meters
Ancillary area for residential 60%	557.23 sq. meters
Total	3434.92 sq. meters

4. The Lessor has paid the premium, FSI, Ancillary charges to Aurangabad Municipal Corporation as per details given below :-

City Development Charges	34,37,700/-	Challan No. 26980	No. 23.09.2021
Premium paid FSI	55,25,770/-	Challan No. 26981	No. 23.09.2021
Premium Ancillary Area	35,44,120/-	Challan No. 26982	No. 23.09.2021
Basic FSI 10%	7,34,833/-		



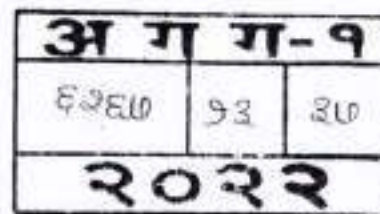
5. The Lessor party of the first part hereby entrust and allow the developer, its servants, workers, agents, supervisors and others, to enter upon the said plot, referred to in the schedule "A" enclosed herewith, so as to develop the said plot as per construction permission as would be permitted by the concerned authorities and the Municipal Corporation Aurangabad.

6. The developer hereby agrees to develop and / or cause to be developed the said plot on the terms and conditions mentioned herein and as would be permitted by the concerned authorities and the Municipal Corporation, Aurangabad by constructing flats, shops, drainage, parking, cables, water pipe lines and connections, getting electric connections, lighting and others items as per the terms and conditions imposed by the Municipal Corporation, Aurangabad while sanctioning the development plans.

7. The owner / lessor hereby assure and undertake that he shall fully co-operate the developer and he shall sign all the necessary documents, applications, papers etc. which would be required to be submitted before competent authorities, Municipal authorities and all other Government. Semi Government authorities, etc. from time to time and necessary for obtaining necessary further permissions etc. required for commencement, carrying out and completion of all the developmental activities over the said plot. The Lessor shall allow the developer to use his name for the said purposes.

8) **CONSIDERATION:-**

8A. The developer agrees to allocate and give, as a consideration for the transaction under the present development agreement, to the owner / lessor constructed built up area in the form of a residential flat/shops/offices admeasuring to the extent of Built-up area 2054.07 sq. meters in the building to be constructed in pursuance to the development agreement.



The Lessor shall not be entitled to claim or get any other amount as agreed to herein para No. 8A. The developer is hopeful that the map enclosed herewith will be approved as it is by the competent authorities and as such the basis for deriving the stating the area of the said flat/shops/office to be allocated to the share of the Lessor has been stated accordingly on the basis of the said map.

8B. It is specifically agreed between the parties hereto that, in addition to the allocation of the residential flat/shop/offices as mentioned in Para No. 8A herein above the developer shall have exclusive right and absolute authority to sell and transfer all the remaining constructed area 1380.85 sq mt. in the proposed buildings to be constructed over the said plot or any part thereof in pursuance to this development agreement and upon such terms and conditions which the developer may feel just and proper. The Lessor hereby grant his unconditional consent for parting with all his rights, title and interest in and over the said remaining construction which is agreed to be given to the share of the developer, and which is to be constructed over the said plot.

8C. It is distinctly understood by and between the parties thereto that the Lessor will not be entitled to any profit or loss arriving out of the Development on the said property or sale of property, however Lessor will liable to pay all the applicable taxes to the extent of his share only and also liable to pay the all the applicable taxes such as GST to the extent of his share retained by Lessor.

8D. In case any additional FSI is increased by the competent authorities at any time in future, the developer or lessor will not avail benefits of the additional FSI.

9. The Lessor, hereby agrees to sign and give NOC and other deeds and documents required by the Developer, for furnishing the same to its Bankers for the purpose of raising loans funds etc, for the purpose of the project.



अ ग ग-१		
६२६७	१४	३७
२०२२		

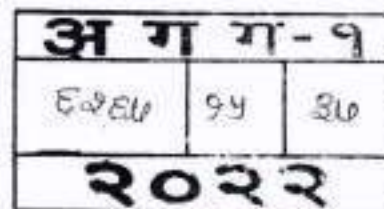
The no objection certificate and other deeds and documents will be limited to mortgaging/ hypothecating the allocated portion of the Developer out of the construction/ under construction buildings (as mentioned in the Development agreement) and is without prejudice to the terms and conditions of the said agreement. It is specifically agreed by and between the parties hereto that signing and giving of NOC and other deeds and documents by the owner, for the convenience in obtaining the loan in itself does not and will not attach any financial liability on the Lessor, and the loan repayment liability would remain absolutely of the Developer.



10. The developer shall do the work strictly as per the sanctioned plan and as may be sanctioned by the Aurangabad Municipal Corporation. It shall be the responsibility of the developer to carry out the construction strictly as per the sanctioned plans as would be permitted by the concerned authorities and the Municipal Corporation, Aurangabad. The developer agrees to complete the Development work in pursuance of this agreement within a period of 60 months commencing from the date of registration of this development agreement.

11. The developer shall be at liberty to make necessary applications for any work connected with the development activities, to the concerned authorities at its own costs and expenses in the name of the Lessor and the Lessor shall join, in such applications.

12. All the deposits and fees required henceforth for obtaining the necessary permissions, clearance if any, shall be paid and deposited by the Lessor shall be entitled to get refund of such deposits or any other refund of amount from such authorities in its name. However, if the refund is given in the name of the Lessor, the Lessor shall arrange to pay the same to the developer, forthwith.

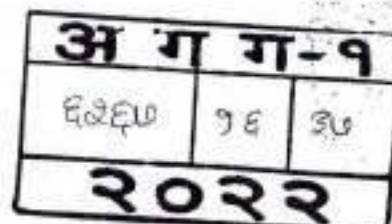


13. The developer shall be entitled to deal with, sell, transfer, mortgage or create any right, title and interest of whatsoever nature in and over the said flats, shops, offices, other structures etc. allocated to its share as stated in para No. 8B above, to any prospective Purchasers / financiers or any other third party, directly without any consent or permission from the Lessor and further the developer shall be entitled to get and receive the entire consideration of the same and retain the same with it. However this right of sale/ transfer of premises excluding the area hereby allocated to the Owner/ Lessor as stated in para No. 8A above. The developer alone shall be responsible for repayment of the loan amount and Owner / Lessor is not responsible for the same.

14. The Lessor and the Developer jointly and collectively shall, if required, get the said property surveyed and measures to ascertain the exact area of the said plot and fix the boundaries of the said plot under development. If at the time of fixing the boundaries Developer receives any objection or obstruction, from the adjoining owners/third parties the developer shall forthwith bring the same to the notice of the Lessor and the Lessor shall at his own costs remove such obstruction or objection immediately take appropriate steps to clear the same.

15. That the Lessor has delivered the physical possession of the said plot under development to the Developer today i.e. just prior to execution of this agreement.

16. The Developer shall also at all times be entitled to alter and modify the layout plan as it may desire and feel necessary and as permitted in accordance with the rules and regulations. The Developer shall at its own cost be entitled to appoint Architects, Contractors, Engineers, Supervisors and Labors etc. for the purposes of commencement, carrying out Completion of all the developmental activities in and over the said plot.



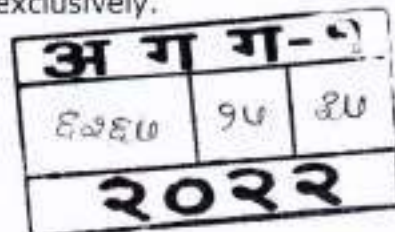
The developer may also obtain the services of Advocate for getting drafted the necessary legal documents etc. between the owner and developer inter-se or with purchasers, third parties etc. and the expenses of such document and fees of the advocate will be paid by the developer alone.

17. The developer has agreed to develop the said plot as aforesaid free from all encumbrances and reasonable doubts of whatsoever nature and with the free, clear and marketable title.

18. The Lessor hereby assure the developer that the owner is the absolute Lease under and possessor of the said plot and that there is no defect in the title of the Lessor to the said plot, and if any defect in the title of the Lessor or any dispute / obstruction on account of title, boundaries or area of the said plot arises, it will be the total responsibility of the Lessor and that he shall remove the same by taking proper steps at his own costs and risk. It is also agreed that if such contingency arises then the period for completion of the development work will be extended to the extent of the time spent for removal of such obstructions etc. without any further written communication.

19. The Lessor shall indemnify and keep indemnified the developer from and against all the actions, objections, suits, proceedings and all losses, costs, charges, expenses, and damages that may be incurred or suffered by the developer, due to any objection, claim, interruption, made by any third party or by reasons of any disputes, litigations etc. between the Lessor and such third parties, in respect of the construction to be carried out in pursuance to this development agreement.

20. The Lessor hereby assure the Developer that the owner has already paid all the taxes in respect of the said plot under development and as such there are no dues or any taxes payable to any authority for or in respect of the said plot. However, if any, taxes are found due and payable on the said plot under development, for the period prior to and up to the date of execution of this development agreement, the same shall be borne and paid by the Lessor exclusively.

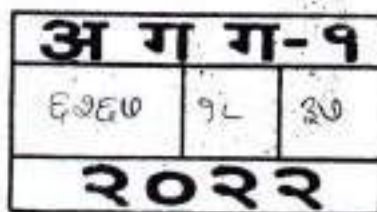


21. That the parties hereto agree that in the event of any accident, mishap or damage during the course of carrying out the developmental activities is caused to the property or to the persons such as labour, engineers or any other person on site or to any adjoining properties and / or persons in neighbors, the developer shall solely be responsible to bear and play the compensation in that regard and also to face the penalties, punishments and consequences, litigation arising there from. The Lessor shall not be responsible in any manner therefore.

22. In the event of any litigation arising between the Developer and the Contractors or technical experts, skilled or unskilled labour or with any other person in relation to the development of the said property the Lessor shall not be held responsible therefore.

23. The Lessor hereby agree to execute an Irrevocable General Power of Attorney in favour of the Developer thereby granting to the developer all such power that may be required for carrying out the necessary works and activities in pursuance to this development agreement and authorizing the developer and its partners etc. to get revised permission, obtain occupancy certificate, commence the construction as per the permission granted by competent authority, to execute the necessary deeds, documents and do all other things as would be stated in detail in such documents of power of attorney.

24. The Developer shall be entitled to decided the design, fix the location as well as the nature and use of the proposed buildings for amenities and will be entitled to the management, ownership and control of the said amenities. The developer shall be entitled to receive all deposits, charges and other amounts to be recovered for the amenities as well as the recurring charges thereof. In case, the Lessor is desirous of availing the benefits and use of any of the said amenities, they will have to share and contribute for the development and construction expenses as well as for all the recurring expenses in relation thereto.

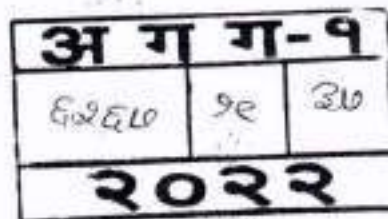


25. The Lessor, hereby assure and undertake to join and execute, if required, along with the developer, for signing and executing the required deeds and documents whatsoever necessary for conveying and conferring absolute title in favour of the purchasers in respect of flats/shops/offices other structures etc. agreed to be purchased by purchasers however provided that the signing of agreements of sale and sale deeds by the Lessor, in respect of the portion allocated to the Developers, shall be only for passing valid title to the purchaser and the developer. Such signing and execution of documents by the Lessor will never mean attaching any legal or financial liability on the Lessor.

26. That, the proposed buildings agreed to be constructed on the said plot will be governed by the provisions of Maharashtra Ownership of Flats and Apartment Act, 1970 and the Developer, on the basis of the power of attorney, executed by the Owner, in its favor will be entitled to execute and register the statutory Declarations under section 2-A of the said Act and all amendments therein from time to time, jointly or severally for the portions of the Owner, as well as the Developer.

27. That, if any dispute between the Owners and the builder arises in respect of the terms and conditions and its implementation mentioned in this agreement, it shall be referred to Arbitrators and Arbitration and Conciliation Act, 1996 will be applicable to such disputes proceedings.

28. The developers shall be entitled to collect and receive one time deposit charges towards maintenance apart from the amount of monthly maintenance and towards the formation and registration of Unit Owners Association and other facilities, if any, and every unit holder including the Lessor, or their successor-in-title, shall be liable to pay the said deposits and charges at the time of receiving possession as determined by the Developer.



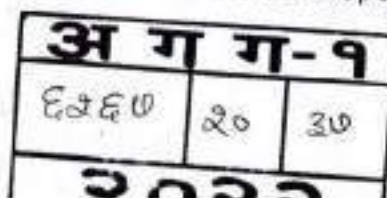
29. The developer shall be bound to convey and transfer the property in favour of the Association of flat/ shop/ office/ unit owners, after its registration and after selling and transferring the entire flats/shops/office/units of its share in the building. Further at the time of such transfer, the maintenance fund will be handed over to the said Association of owners.

30. That time frame for completion of project is fixed as 60 months from the date of signing and execution of registered development agreement by and between the parties. The said time frame may be extended by mutual understanding and consent of the parties for the reasons to be recorded and or exigencies during execution of the project due to following situations:-

- i.. Draught situation or scare city of water, raw material, steel, cement, sand or any other thing.
- ii. Declaration of the war or emergency situation in the country, such as riot, pandemic situation like covid-19 or any other similar thing like heavy rain disaster etc.
- iii. Change in Government policy due to any reason including political stability / unrest.

31. It is agreed by and between the parties that RERA registration, expenses for the same and other aspects shall be looked after by the Builder / Developer and the owner shall not be responsible for any lapse on the part of Builder / Developer.

32. The parties hereto have agreed that the materials and fixtures to be used for the construction over the said plot shall be standard and good quality. The minimum specifications/ standards for construction material, fixtures etc to be used by the developer while carrying out the constructions is specified in Schedule "A" enclosed herewith. The said Schedule "A" shall form part and parcel of this Development Agreement. The said specifications/ standards are applicable for carrying out the construction of the entire building as a whole. In case the owner desire to use material of any other quality and specification than the one mentioned in the Schedule "A" it shall be obligatory on the part of the owner to communicate to the developer in writing, well in advance i.e. before placing order for purchasing the material to be used and owners shall under such circumstances shall pay the difference of cost to the developer.



33. The Owner hereby declares and confirms that no notice from any Government, Aurangabad Municipal Corporation, CIDCO or any other public Body or authority or any notice under any law including the Land Acquisition Act, the land Requisition Act, the Town Planning Act, the Municipal Corporation Act, and / or any other statute has been received or served upon the Owner in respect of the said plot property or any part thereof which restricts the development of the said plot property and that the said property is not under any reservation and there are no restrictions on development thereof.

IN WITNESS where of this Development Agreement is executed today on 11 day of August 2022 at Aurangabad.

Lessor/Party of the First Part:-



Dr. Hiroo Chimandas Gursahani



The Developer/Builder/Party of Second Part:-

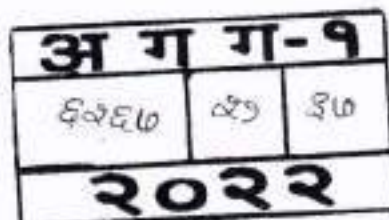
M/s. Shree Hinglajmata Constructions,
Through Its Partners



1. Mr. Devendra Ambadas Deshpande




2. Dr. Hiroo Chimandas Gursahani



Witnesses:-

1.

D. Rohit

Mr. Rohit Sanjay Dake
Age:-22 Occu:- Business
Sanjay Nagar, Aurangabad



2.

Shreevar

Mr. Shreevar Ambadasrao
Deshpande
Age:-41 Occu:- Business
Garkheda, Aurangabad

