दस्त स्कॅन झाला

CHALLAN
MTR Form Number-6

GRN MH008206591202122E	BARCODE	Date 29/10/2021-12:32:16	Form ID 25.1

Department	Inspector General Of Registration
Type of Payment	Stamp Duty / Registration Fee
Office Name	ARB1_HQR SUB REGISTRAR AURANGABAD 1
Location	AURANGABAD
Year	2021-2022 One Time

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	344000.00
0030063301 Registration Fee	30000.00
Total	3,74,000.00

DEFACED ₹374000.00 DEFACED

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	
Full Name	VA DEVELOPERS THROUGH PARTNERS Mr RAHUL BASVANT NANDGAVALI AND OTHER
Flat/Block No. Premises/Building	PLOT NO. 45 AND PLOT NO. 46, GUT NO. 347
Road/Street	SATARA
Area/Locality Town/City/District	AURANGABAD
PIN	4 3 1 0 0 1
Remarks (If Any)	SecondPartyName=DEEPAK GANGADHAR AHER--Marketval=6880000
Amount In Words	Three Lakh Seventy Four Thousand Rupees Only

Payment Details	BANK OF MAHARASHTRA
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02300042021102997983	213024799398
Bank Date	RBI Date	29/10/2021-12:33:08	30/10/2021
Bank-Branch		BANK OF MAHARASHTRA	
Scroll No. , Date		11030 , 30/10/2021	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
Mobile No. : 0000000000
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे . नोंदणी न करावयाच्या दस्तासाठी चलन लागू नाही .

Validity Unknown

Digitally signed by GDS VIRTUAL TREASURY MUMBAI 03
Date: 2021.11.03 12:26:25 IST
Reason: Secure Document
Location: India

Sub-Registrar No. 6 * Aurangabad. *

Challan Defaced Details

Sr. No.		Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-343-7097	0003969262202122	03/11/2021-12:22:35	IGR210	30000.00
2	(IS)-343-7097	0003969262202122	03/11/2021-12:22:35	IGR210	344000.00
			Total Defacement Amount		3,74,000.00

Print Date 03-11-2021 12:26:25

DEVELOPMENT AGREEMENT

Zone No. 27.615 : - @ Rs. 7200 /- per Sq. Mtrs.

Government Valuation :- Rs. 68,80,000 /-

Actual Consideration :- Not Applicable

This Development Agreement is made, executed and registered on this 3rd day of November 2021 at Aurangabad.

BETWEEN

Mr. Deepak S/o Gangadhar Aher
Age:- 48 Yrs., Occ.:- Business
PAN No. AFOPA9987R
R/o:- V-C-1, Vishnunagar, Aurangabad.

Hereinafter called as the **Plot Owner** (Which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his / her / their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **& Party of the FIRST PART.**

AND

VA Developers
(A Partnership Firm)
Having its registered office at :-
Plot No. 1-A, Second Floor, New Shantiniketan Colony,
Jawahar Colony, Aurangabad.

Through its Partners

01. **Mr. Rahul S/o Basvant Nandgavali**
Age:- 41 Yrs., Occ.:- Business
R/o:-Plot No. 1-A, Second Floor,
New Shantiniketan Colony, Jawahar Colony, Aurangabad
(PAN No. AEHPN8033M)

Sub-Registrar Aurangabad-1

02. **Mr. Vishal S/o Rajaram Jadhav**
Age:- 26Yrs., Occ.:- Business
R/o:- D-2, Tirupati Garden, Darga Road,Aurangabad.
(PAN No. AWTPJ8790R)

Hereinafter called as **BUILDER / DEVELOPER** (Which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his / her / their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **& Party of the SECOND PART.**

WHEREAS the six plots forming part of land Gut No. 347/1, situated at Village Satara, CIDCO Taluka and District Aurangabad owned by present owners out of which plot of non-agricultural land bearing Plot No. 45, adm. 277.327 Sq. Mtrs., Plot No. 46, adm. 186.019 Sq. Mtrs., Plot No. 47, adm. 186.019 Sq. Mtrs. and Plot No. 50 adm. 277.579 is owned and possessed by present Owner and on the other hand Plot No. 48, adm. 186.019 Sq. Mtrs. and Plot No. 49, adm. 186.019 Sq. Mtrs. is owned and possessed by brother of present Owner namely **Mr. Prakash S/o Gangadhar Aher** (Hereinafter collectively referred to as "the said plot" for sake of brevity).

WHEREAS the six plots forming part of chunk piece of land from Gut No. 347/1, situated at Satara was owned by Mrs. Padmini Raghunathrao Veer and Mr. Raghunath Bhanudas Veer of which non agricultural order passed by the Collector, Aurangabad vide 2008 / MASHA / JAMIN -1 / AKRUSHI / PRA KRA 204 & 211 /2008 dated 07/10/2009 of which layout has also been sanctioned by the then planning authority i.e. City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO) vide CIDCO / PLANNING / FLP / AFA / 2009 /

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50 dated 30/07/2009 and the aforesaid plots are forming part of said layout. The present Owner purchased Plot No. 45 vide registered sale deed bearing daybook serial No. AGG – 5 – 4627 dated 06/06/2010, Plot No. 46 vide registered sale deed bearing daybook serial No. AGG – 5 – 4635 dated 07/06/2010, Plot No. 47 vide registered sale deed bearing daybook serial No. AGG – 5 – 4634 dated 07/06/2010 and Plot No. 50 vide registered sale deed bearing daybook serial No. AGG – 5 – 4633 dated 07/06/2010. Similarly, the brother of present Owner namely Mr. Prakash S/o Gangadhar Aher purchased Plot No. 48 vide registered sale deed bearing daybook serial No. AGG – 5 – 4631 dated 07/06/2010 and purchased Plot No. 49 vide registered sale deed bearing daybook serial No. AGG – 5 – 4632 dated 07/06/2010. Accordingly in pursuance to registered sale deed the name of aforesaid respective plot owner has been mutated for respective plot in ownership column of 7/12 extract of land Gut No. 347, Satara, Tq. and District Aurangabad.

WHEREAS the present Owner being desirous to develop the said his plots i.e. Plot No. 45 and 46 but due to lack of time, resources and other assignments etc., he find it difficult to do it and at the same time the party of the second part i.e. partners of builder / developer firm is interested in developing the said plots as they were doing the said business in Aurangabad, and therefore, the present plot Owner requested to partners of Developer / Builder firm to develop the said plot and relying on the assurances of owner regarding clear and marketable title of said plots, builder / developer have agreed for the same. The Owner has also obtained the prior permission from CIDCO office for development of said plot. The parties are desirous of recording the said terms and conditions in the manner hereinafter appearing.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:-

State of the Sub-Registrar No. 6 Aurangabad.

01. The Owner/s hereby permits the Developer / Builder and the Developer / Builder have agreed to develop the said plots (the said plots of non-agricultural land is more particularly described in the schedule **"A"** forming part and parcel of this development agreement) by constructing row houses at its own cost, efforts and expenses on respective plot with due permission. The construction specifications have been specified in the Schedule **"B"**. For development of the said plots, the Developer / Builder shall be entitled to apply for and obtain necessary sanctions and permissions from all the concerned authorities for commencement and completion / part completion of the construction on the said plot / property.

02. THAT the Owner / Party of First Part hereby declare that, said respective plot under development is free from all types of encumbrances and the owner is having absolute clear and marketable ownership of the respective plot.

03. THAT in case any dispute of any kind in respect of the said respective plot arose due to Owner / Party of First Part, his / their family members, due to defect in title of predecessor in title or other relatives, then the present Owner / Party of First Part hereby undertake to indemnify to Developer / Builder for all the losses caused to them.

04. That, the Developer / Builder may prepare plan of suitable construction plan and got it sanctioned from competent authority, the Developer / Builder can obtain Construction permission from the competent authority, by paying all the deposits and necessary fees for the same and it may also obtain drainage connection, by paying all the charges, fees and deposits in the name of Owner / Party of First Part. The Developer / Builder shall also be entitled to obtain refund of security deposit etc. after completion of the construction, from the authority with whom the security deposit is deposited.

05. That the Developer / Builder can obtain necessary all permissions from competent authority and get it approved from the





competent authority by paying all the charges and deposits required for the same. The Developer / Builder will jointly prepare the plan and will get the same approved from competent authority.

Further if required the Owner will remain personally present before the competent authority for getting the permission of disposal of row houses in favour of third-party purchaser/s constructed on said plots.

06. That the Owner / Party of First Part have already delivered the physical possession of the plots under development to the partners of Developer / Builder. The Developer / Builder shall be entitled to enter upon the said plots for erection of new construction at its own cost, risk and responsibility. The Builder / Developer is at liberty to amalgamate the plots under development for getting the construction permission from concern authority.

07. That the said plots shall be developed in **30 (Thirty)** months starting from the date of receipt of registration certificate issued by competent authority under "The Real Estate (Regulation and Development) Act, 2016" (hereinafter referred to as the "RERA" for the sake of brevity). Provided if the delay caused due to natural calamities and in such circumstances period for development shall automatically stands extended with written communication only. If the Builder / Developer revised the Commencement Certificate (Permission) then the time limit for the development of the plot / further construction will stand extended.

The expenses for obtaining certification from competent authority under "The Real Estate (Regulation and Development) Act, 2016" will borne by Developer/Builder only. That the Builder/Developer shall also responsible alone towards all the compliances of The Real Estate (Regulation and Development) Act, 2016, however the responsibility of title and all things, issues related with the title and boundaries of said plots shall always be of respective Owner only.

In case the Developers fail and neglect to complete the project within the agreed tenure of **30 (Thirty)** months as stated hereinabove

Sub-Registrar Aurangabad

for the reasons solely attributable to Builder / Developer, then the Builder / Developer shall be liable to pay to the Owners mutually agreed liquidated compensation Rs. 25000/- (Rupees Twenty Five thousand only) per month for the delayed period which may be directly deducted from the interest free security deposit.

08. That, in consideration of plot, being given for development by the Owners / Party of First Part to the Builder / Developer, the Builder / Developer offered in consideration of the plots being given for the development by the Owner / Party of First Part to the Builder / Developer, against the plot under development as under :-

ONLY ROW HOUSES PROJECT

Owner :- **40% (Forty Percent)** construction sharing

Builder / Developer :- **60% (Sixty Percent)** construction sharing

SECURITY DEPOSIT :-

The builder / developer has agreed to pay and paid part of the interest free security deposit amount of Rs. 5,00.000/- (Rupees Five Lakhs Only) to the Owner .

It has been agreed by and between the parties that, the Owner shall refund the amount of Rs. 5,00,000/- (Rupees Five Lakhs Only) within two months from registration of present agreement under RERA, without any demur, as subject to refund of that amount at that stage further work of construction shall resume.

09. That the Developer / Builder can dispose off units from its share in the proposed construction to the prospective purchaser/s for the consideration agreed by Developer / Builder on any terms and conditions that, may be agreed upon by the Developer / Builder with the prospective Purchaser/s and the Owner / Party of First Part hereby

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