अरा स्कॅन केली

CHALLAN
MTR Form Number-6

GRN MH009820602202122E	BARCODE	Date 08/12/2021-11:03:49	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	ARB6_AURANGABAD NO 6 SUB REGISTRAR	Full Name	VA DEVELOPERS THROUGH PARTNERS RAHUL BASVANT NANDGAVALI AND OTHER
Location	AURANGABAD		
Year	2021-2022 One Time	Flat/Block No. Premises/Building	GUT NO. 347 PLOT NO 47 AND 48
Account Head Details	Amount in Rs.	Road/Street	SATARA
0030046401 Stamp Duty	280000.00	Area/Locality	AURANGABABAD
0030063301 Registration Fee	30000.00	Town/City/District	
		PIN	4 3 1 0 0 1
		Remarks (If Any)	SecondPartyName=DEEPAK GANGADHAR AHER AND OTHER~
Total	3,10,000.00	Amount In Words	Three Lakh Ten Thousand Rupees Only

DEFACED ₹310000.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572021120872513	IK0BKKDCY9
Cheque/DD No.		Bank Date	RBI Date	08/12/2021-11:24:05	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
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. : 9579412345
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-343-7896	0004668999202122	08/12/2021-13:33:50	IGR210	30000.00
2	(iS)-343-7896	0004668999202122	08/12/2021-13:33:50	IGR210	280000.00
			Total Defacement Amount		3,10,000.00

Seal of the Sub-Registrar No. 6 दुय्यम निबंधक सह दु.नि. वर्ग २ * Aurangabad *

Print Date 08-12-2021 01:36:24

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2021

DEVELOPMENT AGREEMENT

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

Government Valuation :- Rs. 56,00,000/-

Actual Consideration :- Not Applicable

This Development Agreement is made, executed and registered on this _____th day of December 2021 at Aurangabad.

BETWEEN

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

02. **Mr. Prakash S/o Gangadhar Aher**
Age:- 40 Yrs., Occ.:- Business
PAN No. AGOPA7487P
R/o:- Vishnunagar, Aurangabad

Hereinafter called as the **Plot Owners** (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)

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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 No. 01 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 No. 01 i.e. Owner No. 02 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 / 50 dated 30/07/2009 and the aforesaid plots are forming part of said layout. The present Owner No. 01 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, present Owner No. 02 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 Owners being desirous to develop the said plots i.e. Plot No. 47 and 48 but due to lack of time, resources and other assignments etc., he / they 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 Owners requested to partners of Developer / Builder firm to develop the said plots and relying on the assurances of respective owners 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:-

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

06. That the Owners / 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

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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 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 as under :-

It has been agreed by and between the parties that, the Owners shall refund the amount of Rs. 5,00,000/- (Rupees Five Lakhs Only) and upon completion of RCC structure, 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 undertakes to join with the Developer / Builder for execution and registration of required documents such as Agreement to Sale, Sale Seed and / or any document as required by law and thereby confer absolute title in favour of the prospective purchaser / s, by remaining present personally and / or through attorney holders i.e. Builder / Developer, which is executed in favour Builder / Developer along with present agreement. The respective party shall have the sole right from the amount receivable from the prospective purchaser / s against the

Sub-Registrar * Aurangabad. *
