

160/887

पावती

Original/Duplicate

Saturday, January 27, 2024

नोंदणी क्र. :39म

12:51 PM

Regn.:39M

पावती क्र.: 1077 दिनांक: 27/01/2024

गावाचे नाव: तिसगांव

दस्तऐवजाचा अनुक्रमांक: अगग3-887-2024

दस्तऐवजाचा प्रकार : डेव्हलपमेंट ऑप्शन

सादर करणाऱ्याचे नाव: मे. साई श्रद्धा बिल्डर्स तर्फे प्रो. सजनसिंग मोतीलाल जारवाल - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 520.00

पृष्ठांची संख्या: 26

एकूण:

रु. 30520.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

1:10 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Aurangabad III

वाजार मुल्य: रु.37734500/-

मोवदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 1886800/-

सह दुय्यम निबंधक वर्ग-३
औरंगाबाद शहर रु.-३
औरंगाबाद.

1) देयकाचा प्रकार: DHC रक्कम: रु.620/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0124245505194 दिनांक: 27/01/2024

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014443756202324E दिनांक: 27/01/2024

वैकेचे नाव व पत्ता:





CHALLAN
MTR Form Number-6



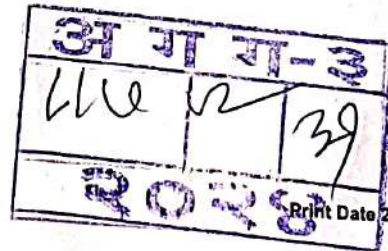
GRN	MH014443756202324E	BARCODE	Date		24/01/2024-12:27:54	Form ID
Department			Inspector General Of Registration			
Registration Fee			Payer Details			
Type of Payment			Ordinary Collections IGR			
Office Name			ARB6_AURANGABAD NO 6 SUB REGISTRAR			
Location			AURANGABAD			
Year			2023-2024 One Time			
Account Head Details			Amount In Rs.			
0030063301 Amount of Tax			30000.00			
Flat/Block No.			Plot No 27 Gut No 152			
Premises/Building			Tisgaon			
Road/Street			Chatrapati Sambhajnagar			
Area/Locality			Town/City/District			
PIN			4 3 1 1 3 6			
Remarks (If Any)			SecondPartyName=Vithal Dada Sale-CA=0-Marketval=0			
Amount In			Thirty Thousand Rupees Only			
Total			30,000.00			
Payment Details			STATE BANK OF INDIA			
Cheque-DD Details			FOR USE IN RECEIVING BANK			
Cheque/DD No.			Bank CIN Ref. No. 00040572024012438857 CK000EHRS2			
Name of Bank			Bank Date RBI Date 24/01/2024-12:24:28 Not Verified with RBI			
Name of Branch			Bank-Branch STATE BANK OF INDIA			
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. : 9158976777
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



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DEVELOPMENT AGREEMENT

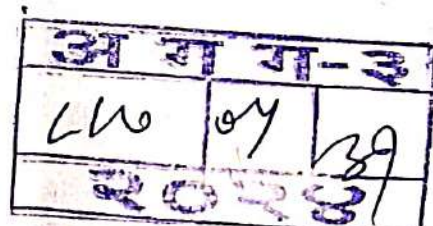
Zone No-11.4

Plot Rate Rs. 5815/- per sq.mtr.

RCC B/up rate Rs. 21780/- per sq.mtr.

**GOVERNMENT VALUATION FOR THE PURPOSE OF DEVELOPMENT
AGREEMENT Rs. 3,77,34,500/-**

This Development Agreement of Plot No. 27, Gut No. 152 (Part), Village - Tisgaon, Aurangabad., (For 47 units as per building plan approved by CIDCO dated 20.10.2023) is registered at Aurangabad on this 27th Day of January... in the Year 2023 by & between Jt. Sub-Registrar Aurangabad No.3 2024



1)Mr. Vitthal s/o. Dada Sale

UID: 8126 5511 5478

Age: 65 years, Occupation: Agri,

R/o. Plot No. 26, Gut No.152, Village Tisgaon,

Waluj CIDCO, Ta & Di. Chh. Sambhajinagar.

Hereinafter referred to as "The Owner" or "The First Party" (Which expression shall unless repugnant to the context or meaning thereof shall mean include their all-legal heirs, successors, executors, administrators, survivors, and assignees).

AND

M/s. Sai Shraddha Builders

Through its Proprietor:

Mr. Sajansing s/o. Motilal Jarwal

UID: 9314 2082 9764, PAN: AQTPJ 7406 Q

Age: 36 years, Occupation: Business,

R/o. Plot No.33, Sadguru Krupa Hsg. Soc.,

CIDCO, N-8, Aurangabad.

Hereinafter referred to as "The Builder / Developer" or "The Second Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, executors and administrators and assignees in interest).

AND

1)Mr. Ramesh s/o. Vitthal Sale

UID: 8513 9760 8021

Age: 39 years, Occupation: Business,

R/o. Plot No. 26, Gut No.152, Village Tisgaon,

Waluj CIDCO, Ta & Di. Chh. Sambhajinagar.

2) Shital w/o. Krushna Sale

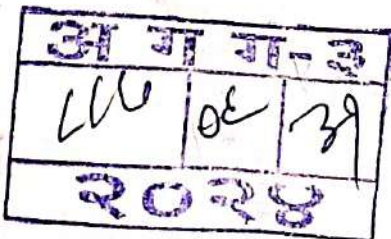
UID: 3209 5848 8621

Age: 24 years, Occupation: Service,

R/o. Plot No. 26, Gut No.152, Village Tisgaon,

Waluj CIDCO, Ta & Di. Chh. Sambhajinagar.

Hereinafter referred to as "Consenting Party" or "The Third Party" (Which expression shall unless repugnant to the context or meaning thereof shall mean include their all-legal heirs, successors, executors, administrators, survivors, and assignees).



WHEREAS land at Gat No.152 village Tisgaon, Taluka and District Aurangabad was originally owned by one Dada Dashrath Sale since prior to year 1979 and his name is appearing in record of rights i.e. 7/12 extract vide mutation entry No.1

AND WHEREAS after the death of Dada Dashrath Sale, the name of his legal heirs (1) Shri. Vitthal s/o. Dada Sale, (2) Smt. Asha d/o. Dada Sale @ Rukhmanbai w/o. Ramrao Bhagat, (3) Smt. Parvatabai w/o. Dada Sale (since deceased) and (4) Smt. Kanvarbai w/o. Dada Sale (since deceased), vide mutation entry No.4 dated 30.04.1979.

AND WHEREAS letter No.JA.KRA. 2021/ABHILEKH/NAKAL/KAVI dated 12.04.2021 has been issued by the Tehsildar, Aurangabad advising that, the record in respect of Gat No.161, 152, village Tisgaon, Taluka and District Aurangabad for the period 1990 to 2010 is not traceable in their office.

AND WHEREAS Shri. Vitthal Dada Sale has obtained N.A. Permission No.JA.KRA.2021/ MASHAKA/ JAMIN-1/ NAP-34/ MOUJE TISGAON, TA. AURANGABAD/PRA.KRA.343 dated 02.09.2011 from the Collector, Aurangabad in respect of land admeasuring 9700.00 sq.mtrs., situated at Gat No.152, village Tisgaon, Taluka and District Aurangabad.

AND WHEREAS Final Layout Permission No. CIDCO/ATPO/BP/AUR (WLJ)/2021(LP)/53 dated 02.06.2021 has been granted by CIDCO in favour of Shri. Vitthal Dada Sale in respect of land admeasuring 9700.00 sq.mtrs., situated at Gat No.152, village Tisgaon, Taluka and District Aurangabad.

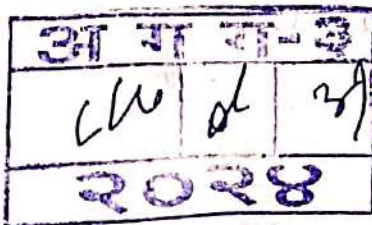
AND WHEREAS the developer M/s Sai Shraddha Builders through Pro. Sajansing Motilal Jarwal has obtained Construction Permission No. CIDCO/ATPO/BP/WL/2023/206 dated 20.10.2023 by his own expenses from CIDCO Aurangabad with project name-'Tirupati Vastu NX' on the name of plot owner Shri. Vitthal Dada Sale in respect of plot No.27 admeasuring 1486.75 sq.mtrs., situated at Gat No.152, village Tisgaon, Taluka and District Aurangabad (Hereinafter referred to as the demised plot) having approved for total 47 units.



AND WHEREAS, the first party or the owner desires to develop the demised plot more particularly described in Schedule-I as per construction permission granted by CIDCO, however, he has no time, expertise or money to do the same himself and the developer being interested in developing the said building, approached the owner with a request to give demised plot to it for development for consideration in terms of sharing of Units, 25 constructed units will come to the share of the owner and 22 constructed units will come to the share of the developer and the owner acceded to the request of the developer on the terms and conditions which are recorded as under:

Now, therefore, this Development Agreement is executed between the parties hereto on the terms and conditions as under:

1. That, the owner hereby declares and undertakes that, the demised plot is free from all encumbrances, charges, lien or any acquisition, requisition whatsoever and she is having absolute title and possession of the same.
2. That, if case of any dispute in respect of the title of the demised plot arises, the owner hereby undertakes to settle / clear the same and indemnify the builder / developer for any loss caused to it on this count.
3. That, the builder / developer shall carryout construction of all total 47 units in the scheme as per permission No. CIDCO/ATPO/BP/WL/2023/206 dated:20.10.2023 at his own cost/expenses and risk and responsibility.
4. That, the amount of consideration for the development rights is to be paid in the form of 25 constructed Units and 22 will be retained by the developer. The details of Units coming to the share of owner and the developer are given in **Schedule-II** hereinbelow.
5. That, this development agreement is restricted to permissible built-up area of 47 Units, as per building plans approved by CIDCO vide Construction Permission No.CIDCO/ATPO/BP/WL/2023/206 dated 20.10.2023. The developer is not entitled to carry out any excess construction in addition to the construction permission indicated above, by utilizing extra FSI/TDR etc., This development agreement is limited for above mentioned permission only, any additional construction by any mean is not allowed. And it is decided between owner and developer that above said permission will not revise in future.



6. That, the developer has paid an interest free refundable deposit of Rs.22,35,000/- (Rupees twenty-two lakh thirty-five thousand only) to the owner details are as under. The owner shall refund the amount of deposit to the developer on or before completion of construction of units/project.

Sr. No.	Particulars of payment	Amount
1	By RTGS Transfer on Dated 17.07.2023	12,05,000/-
2	By RTGS Transfer on Dated 12.10.2023	8,30,000/-
3	By RTGS Transfer on Dated 07.11.2023	2,00,000/-
Total		22,35,000/-

7. That, the builder / developer can sell / dispose off constructed 22 Units coming to his share, to any purchaser at any price or on any terms and conditions that may be agreed upon by the builder with the purchaser without any consent or NOC from plot owner. The builder is authorised to sell the 22 units and obtain and retain the consideration towards the same.

8. That, the plot owner can sell / dispose off constructed 25 units coming to his share, to any purchaser at any price or on any terms and conditions that may be agreed upon by the plot owner with the purchaser, but consent or NOC from developer will be compulsory for executing agreement or sale deed until the deposit amount is refund to the developer by plot owner.

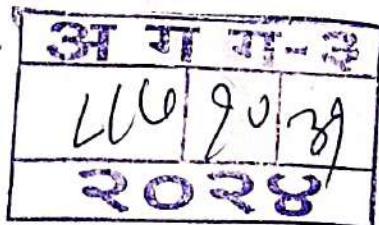
9. The developer will obtain electricity connection up to the mini pillar in the side margin of plot. Individual separate electricity connection to each Unit will be obtained by respective Unit purchasers at their own expenses. The developer shall obtain common water connection for the entire building from CIDCO by contributing amount from unit purchaser. Similarly, the developer shall complete the drainage line of each Units and connect the same to the main line of Septic Tank/main line of CIDCO.

10. That, the owner has handed over the vacant and peaceful possession of the demised plot to the builder / developer today and the builder acknowledges the same.

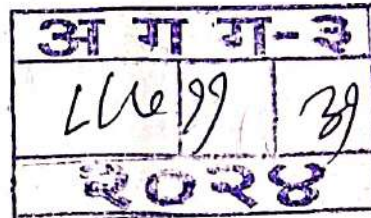
11. That, the builder / developer shall be authorised to undertake the construction work according to the building plan approved by the CIDCO and obtain completion/occupancy certificate. In case any penalty is levied by the CIDCO, for violation of development control rules, the same shall be paid by the developer alone.



12. That, the builder shall be authorised to employ the services of architects, engineers, supervisors, construction labour etc. for the purpose of development of the land. However, the necessary fees, charges, salary & wages of the persons engaged by the builder shall be borne by the builder only. The developer may obtain the services of legal adviser for drafting of documents and the expenses towards the advocate fees will be paid by the builder. The builder shall bear the entire expenses in respect of development work such as marking, excavation till completion of building. Similarly, in case of any accident, and damage to the person or property of third parties the same shall be borne by the developer and the owner shall always be kept indemnified by the developer in this regard.
13. That, all future taxes, cess, charges in respect of the demised plot payable to the CIDCO, Municipal Corporation, Government, Semi-Government or any other local authority shall be paid by the developer up to date of completion of buildings/project. Any arrears of tax will be paid / borne by the owner.
14. That, the developer shall have a right to fix or install or construct water storage or septic tank/s for the purpose of proposed development of the demised plot.
15. The owner hereby agrees and assures the developer to sign all necessary application, affidavits, plans and other documents / deeds, for compliance of the necessary formalities of the CIDCO or any other Government, Semi-Government or local authority.
16. That, the owner shall not be liable in any manner whatsoever for loss or damage caused to the person or property of any third party during the course of development work.
17. That, it is hereby specifically understood and agreed between the parties hereto that the developer shall indemnify the owner for any monetary and / or legal consequences arising out of any relationship contractual or otherwise entered into between the developer with any outside third party or agency to which the First Party is not a party / signatory.
18. That, the developer shall indemnify and keep indemnified, saved, defended and harmless the owner from or against any loss or damage suffered or incurred by the owner as a result of any claim made by any person or party on account of any accident on the site during the course of the work of development construction resulting in death of or injury to any person or damage to any property.



19. That, the developer shall be entitled to identify the purchaser, negotiate & finalize sale price with him in respect of Units coming to his share.
20. The developer shall be entitled to prepare necessary scheme, to advertise the same by putting up a board on the said property or any other place and by publishing advertisement/sign boards or any media as it deems fit, entirely at his own cost and risk.
21. That, both the parties hereto shall try and maintain cordial relations during the course development work and shall try to avoid disputes as far as possible, and unresolved disputes if any, shall be settled through arbitrator to be appointed by mutual consent.
22. That, the developer shall be authorised and entitled to approach any Bank or Financial Institution for the purpose of obtaining financial assistance / project loan and for that purpose mortgage 22 Units coming to his share in favour of the financing Bank or Financial Institution by executing necessary documents as required by the financier.
23. That, the owner shall give his signature as a consenting party for mortgaging the developer's share in favor of any Bank or Financial Institution to enable the developer to obtain project loan.
24. That, the developer alone will be liable for the repayment of such loan and interest thereof and the owner is not responsible for default in repayment of loan. The developer hereby undertakes and declares that if any liability on that count is imposed on the owner, the same shall be compensated by the developer at his cost and expenses.
25. That, owner is also executing separate G.P.A. thereby authorizing the developer to carry on total development of the property under development to obtain drainage connection, water connection, electric connection, construction permission, obtain occupancy/completion certificate, formation of Society, Mutation of Declaration in 7/12, Execute the declaration deed of apartment, Execute the Conveyance Deed



in favour of Flat/Row House Owners Society and to execute agreement of sale and sale deed, of all units, except the units retained by the owner.

26. That, all charges other than the basic cost of flat such as MSEDCL charges, G.S.T., or any other taxes, stamp duty, registration charges, society deposits, legal charges, Water Connection Charges, Society formation Charges, etc., in respect of 25 units coming to the share of the Plot owner shall be paid by the Plot owner to the developer or concerned authority / agency.
27. That, in case the land owner sells construction coming to his share to a third party, then such charges i.e. MSED charges, G.S.T., or any other taxes, stamp duty, registration charges, society deposits, legal charges, Water Connection Charges, Society formation Charges, etc., in respect of 25 Units coming to the share of the Plot owner shall be paid by the purchaser to the developer directly.
28. That, similarly in case any work other than the specifications is done by the developer in the construction coming to the share of the land owner or any changes are made by the developer at the request of the land owner, extra charges towards the same shall be paid by the land owner to the developer.
29. That, this Development Agreement shall remain in force and binding on the owner till entire development work is carried out by the developer or subsequent purchaser/s of the demised plot.
30. That, the developer will complete the development work within a period of 42 months (forty-two months) from the date of this Development Agreement. However, the developer shall be entitled to a reasonable extension in the said time limit prescribed for completion of the project if any such delay shall have been occasion by force majeure causes or on account of stoppage of work due to any order of court or on account of any un-disclosed defect in the title of the owner.

