

consumed in obtaining of the requisite certificates, permissions, No-Objection Certificates, for the development of the said land from the concern Government offices is taken place due to changing of the rules or other technical reasons or slow and lengthy Government process, then the time period for completion of the project by the developer shall be extended for the said delay period.

13) It is also agreed that in the event of completion of the said project by the builder and developer some flats, Row-houses, tenements are remained unsold then in that event the time period of this development agreement shall be mutually extended or the owner and developer shall distribute the said unsold flats amongst themselves as per their aforesaid agreed share on mutual understanding. In that even the owner hereby agrees to execute the deed of conveyance of the said unsold Flats, Row- Houses tenements comes in the share of Builder/developer without demur or protest and without showing any reason whatsoever.

14) The owner hereby accepted that the builder and developer shall jointly execute the registered Agreement for sale and Sale deeds of respective tenement, flat, Row-Houses in favour of the respective purchasers before the Sub-registrar office Aurangabad whenever required.

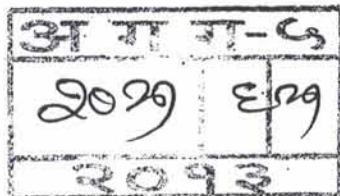
15) That, the construction of buildings/ shops/ tenements/ flats/ Row Houses will be in standard quality material. Further the Developer shall pay and bear the taxes and dues of the Government Authorities from the date of this agreement till completion of the project.

16) That the builder can dispose of all the buildings/ shops/ tenements/ flats/ Row Houses to the Respective purchaser at the mutually agreed base price fixed by the owner and the builder jointly at the time of starting of the booking of the said project. After finalization of the said minimum/ base price the Builder/developer can take the booking on the term and condition that may be agreed upon by the builder with the purchaser. The owner agrees in principal that he shall join the developer for execution of agreement to sale and the sale deed and thereby confirm absolute title in favour of the purchaser.

17) That the proposed buildings & Row Houses being constructed on the land referred above will be governed by the provisions of Maharashtra Apartment Owner ship Act, the Owner & builder will execute and register the declaration U/Sec.2-A of Maharashtra Apartment Owner ship Act.



That the owner hereby undertakes and declares that he is absolute owner and possessors of the above property and there is no defect in his title or ownership. If any defect in the title of the owner or any dispute on account of title or boundaries of the said land is found, it will be the total



responsibility of the owner and he will have to remove the same by taking proper steps at his own cost and risk.

19) The owner further declares that the property under Development is free from any and all encumbrances, payment of taxes, Malgajari, land revenue, etc. and is also free from dispute, claims, litigations hence the title of the property is clear in all respect. And the owner Shall be responsible for any dispute, claims, suit or court proceedings arising later on and the same shall be indemnified by the owner and if any one claims through owner or his predecessor any rights, dues, title, interest in the property, then the owner shall indemnify the Builder/ Developer for loss, damage, etc., caused to the Builder/ Developer. In that case the owner undertakes to clear/ remove the said dispute/ litigation at his own cost and risk.

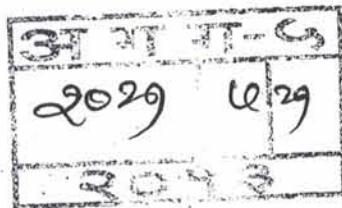
20) That the Developer shall make the arrangement of the septic tanks and drainage line in the said Housing project. The Owner hereby authorizes and permits that Builder Developer to construct the drainage line from the said project upto the Northern side Nala and the said drainage pipeline shall be erected/installed from the western side of private land of the owner. The owner hereby agrees and permits the developer to install the drainage pipeline from his adjoining private land.

21) That the builder shall employ the services of the quality architect & RCC consultant for the construction of the building & their fees will be paid by the developer. Similarly, the developer may also obtain the services of legal advisor for drafting of Documents either in between the owner, developer and Flats, buildings/ shops / Row Houses purchaser, the expenses of such document & fees of the advocate will be paid by the builder.

22) That the owner hereby undertake that he has already paid all the taxes of Government Authorities of the land under development and as such there are no dues of any tax, cess of any authority on the same and if any taxes or cess are found due on the land upto the date of this agreement, those will be paid by the owner.

23) That the parties hereto agree that in the event of any accident or damage is caused to the property or to the person such as labours, engineers, or to the property and or person of neighbors during the development of the said land, the builder shall solely be responsible to pay the compensation in that regard and the owner shall not be responsible in any manner there for.

24) In the event of any litigation arising between the builder and the contractors or technical experts, skilled, unskilled labours or with any other person in relation to the development of the said land the developer shall be held responsible there for.



25) After completion of the construction of the units, the builder will install electric meter in all the units, but official charges of installation of the meter including the proportionate charges of service line will also be paid by the purchasers.

26) That the owner are also executing a separate specific power of Attorney in favour of the builder thereby authorizing the builder to obtain the construction permission, complete the total construction in all respect, execute the declaration U/sec.2-A of Maharashtra Apartment Owner hip Act and to appear before the concern Government departments and submit the required documents, papers on behalf of the owner for the purpose of carrying out the construction and completion of the said project in all respect.

27) It is further agreed between the parties that the owner shall execute any other agreements/ documents/ formalities which are required for completing the effective completion of the said project. For that purpose the owner shall remain present personally or through his attorney before the concern Authority if and when required. The owner undertakes to execute the correction deed to this development agreement if the Banks and Financial institutions of the prospective purchasers demands any correction while processing their housing loans without demur or protest and without showing any reason whatsoever.

28) That the possession of the builder on the property under development during the course of construction will be deemed to be for & on behalf of the owner as his agent for the purpose of development work only.

29) It is further agreed that the Builder Developer shall collect Vat tax other applicable taxes and charges from the prospective purchasers and to pay/deposit the same with the concern department.

SCHEDULE-A

All the part & parcel land gut No. 21, admeasuring 2 acres (80 R), i.e. 8000 Sq. Meters (FSI 75%) out of total land admeasuring 1Hector 1R, (2 Acres 20 Gunthas) situated at mauje Sundarwadi, Tq. & Dist. Aurangabad, bounded by :

East : Land of Mushtaq Ali Khan of Gut No. 21

West : Land of Baliram Dahihande of Gut No. 22

South : Land of Karbhari Jadhav of Gut No. 21

North : Land of Shagufta Nasrin of Gut No. 21



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२०२७	६२७	
२०२३		

IN WITNESS WHEREOF THE PARTIES have put their hands to the
Development Agreement on this 13th day of March 2013. Drafted by Pruthi
Adv. Hemant

Signed and delivered by the within named owner

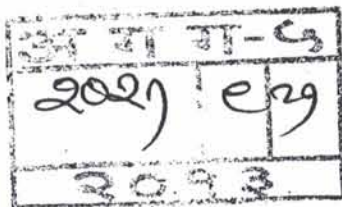
Mushtaq Ali Khan S/o Aref Ali Khan

Signed and delivered by the within named Builder/ Developer
M/s Sainaath Builders & Developers, through its partners

- 1) Arun Tukaram Dahihande, Arun
- 2) Dilip Ramji Chourasiya, Dilip
- 3) Anandkumar Ramchandra Dugar, Anand

Witnesses :

- 1) Shri: Bhausaheb Tukaram
Dahihande 37
Chikalthane Albad.
- 2) Magsood Ali Khan Aref Ali Khan
Aref Ali Khan, De Busi
P/o Kotwalpura, Mill corner
Aurangabad.



अधिकार अभिलेख पत्रक

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७]

सुंदरवाडी

तालुका : औरंगाबाद

जिल्हा औरंगाबाद

समांक गट क्रमांकाचा भूधारणा
उपविभाग पद्धती
भोगवटादार वर्ग -1

भोगवटादाराचे नाव



वे

नेक नाव

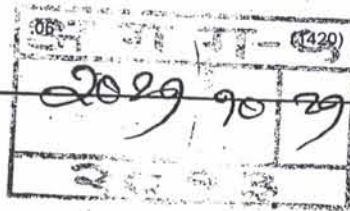
क्षेत्र आकार आणि पै पो.ख. फे.फा.

घात जमिनीसंबंधी

तागवडी योग्य क्षेत्र हे. आर.चौ.मी.	आवेशा बेगम आरेफ	2.02.00	5.35	(172)	4,5,61,99,121,145,1
यत 11.31.00	आरेफ अलीखान अजगर खान	1.60.00	4.24	(307)	66,365,1434,1494,1
	मुश्ताक अलीखान आरेफ अलीखान	1.01.00	2.67	(305)	495,1541,1559,1560
	शे याकुब शे गफुर	1.20.00	3.18	(313)	1,561,1642,1643,16
	शमुफता नसीरीन घ मुश्ताक अलि खान	1.89.00	5.01	(1827)	44,1645,1646,1647,
	फिरोज खान सईद खान			(533)	1648,1649,1650,165
	नसीर खान सईद खान			(533)	1,1652,1653,1654,1
एकूण: 11.31.00	मुसुफ खान सईद खान			(533)	655,1656,1657,1658
	चौद पाशा सईद खान			(533)	1,660,1662,1663,16
पोटखराब(तागवडी अयोग्य)	सामायिक क्षेत्र	0.11.00	आकारणी 0.29	(533)	66,1668,1669,1670,
(ब) 0.40.00	अमोल अप्पासाहेब पाटील प्लॉट 1	0.02.49	.06	(1632)	1724,1968,1975,199
(ब) 0.40.00	नियोजित संबोधि	1.05.00	2.78	(634)	8,2032,2033,2034,2
एकूण: 0.40.00	मागासवर्गीय				035,2036,2037,2038
हाराणी 30.00	सह.गृह.नि.संस्था तर्फे				2,039,2235,2266,23
ते किंवा	मु.प्र.साहेबराव लक्ष्मणराव कसबे				01,2428,2429,2430,
तेषा आकारणी	सविता विजय रावत प्लॉट 9	0.02.34	.06	(1926)	2460,2684,2818,287
	कांढेडीबा बाबुराव जाधव प्लॉट न 22	0.01.80	.04	(1253)	1,2876,3063,3080,4
	दिपक भानुराव खोतकर प्लॉट न 4	0.03.72	.09	(1254)	610
	दामोदर सांडुजी पगारे प्लॉट न 27	0.01.86	.04	(1287)	कुळाचे नाव
	शेख अजहर शेख मकदुम	0.29.00	.76	(1308)	इतर अधिकार
	कारभारी भाऊसाहेब जाधव	0.28.00	.74	(1309)	इतर
	खुशाल पंडरीनाथ नवलपाटील	0.28.00	.74	(1310)	विहीर नविन एक
	विनोद जितमल बगडीया प्लॉट 1/2	0.01.30	.03	(1420)	सईदखॉन अ. रशिद (66)
	मुषण गौरीशंकर तापडीया प्लॉट 3/4	0.02.62	.05	(1420)	इतर



UP DATE ON



CSC Transaction No : MHNCLOF00010800

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