

DEVELOPMENT AGREEMENT

Land adm. 3413 Sqm; Gut No. 268 Mitmita, Aurangabad
Built Up area proposed to be constructed 3256.47 Sqm
Share of Owner :- 36%; Share of Developer 64%

This Development Agreement is made executed at Aurangabad on this 30th day
of March 2023

BETWEEN

Mr. Appasaheb S/o Kaduba Mule

Age: 34 -years, Occ. Business and Agriculture

Resident of 1-1-151, Opp AMC School Mitmita Aurangabad.

Aadhar No. 871076662587

Pan no. BVUPM2425B

Hereinafter called and referred to as **Owner**, which expression shall mean and include his legal heirs, successors, legal representatives and assignees in interest) **of the FIRST PART**

AND

Mrs. Gayatri W/o Ashok Muley

Prop. Divine Builders and Developers

Age :- 37 yrs; Occu:- Business and Agriculture

R/o :- Gut No. 13, Matoshree Mitmita, Aurangabad

Pan No. BTGPM2716M

Aadhar No. 2086 7812 5684

Hereinafter called and referred to as "DEVELOPER" (Which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include her respective heirs, successors, executors, administrators and assigns etc) **of the SECOND PART.**

W H E R E A S

1. The Owner has assured and represented that land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hecter 27 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation (hereinafter called and referred to as said land which is more particularly described in schedule hereunder) is absolutely owned and possessed by the Owner herein



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2. ASSURANCES AND REPRESENTATION OF OWNER: - The owner has assured and represented that

- a) The owner is absolute and exclusive owner of said land which is described in Schedule hereunder and save and except himself no other person or party has got any right, title and/or interest therein.
- b) The title of the Owner over said land which is described in Schedule hereunder is clear and marketable and free from all kind of encumbrances and charges;
- c) The owner has not created any third-party interest in the said land, whether by way of agreement for sale mortgage, undertaking, charge, lien, right of maintenance, occupancy or any other form of interest or any encumbrance thereon in favor of any other person or persons;
- d) The said land is not subject of any litigation before Civil Courts, Revenue Court and/or any Government and Semi Government Authority.
- e) The Owner has not received any notice of acquisition or requisition from any government and/or local body or authority in respect of the said land and/or any part thereof;
- f) There is no prohibitory order or injunction passed by any court of law or by any revenue body or authority prohibiting the owner from granting, conveying, selling, transferring and assuring the said land in favour of the purchaser.
- g) The owner has assured and represented that there is neither outstanding dues of electricity, water, income tax, etc. in respect of the said Land nor said land is attached or charge in respect of said dues. The Owner assured that if any dues is revealed, same shall be cleared, by him at his own Costs and further the Owner has assured that the he is not prohibited either by law and/or by order of any competent authority from alienating and give the said land on development.
- h) the owner further assured and represented that the Said Land, which is more particularly described in schedule hereunder was/is not declared as surplus under the provisions of Maharashtra Agricultural



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Land (Ceiling on Holdings) Act, 1961, nor it was/is subject matter of any proceedings under the provision of Hyderabad Tenancy and Agricultural land Act, 1950, or Restoration of Land to Scheduled Tribes Act or any other enactments whereby the owner is prohibited from transferring the land and no permission from any Government, Semi-Government, local Authority, Court or association for alienating or transferring the land is necessary and owner has further assured and represented that the land, described in Schedule hereunder agreed to be conveyed is not a trust property and/or Inam land and no permission from any Government, semi-Government, local Authority, Court or association for alienating or transferring the land is necessary;

3. That the owner is interested in developing said land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hector 27 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation which is more particularly described in Schedule hereunder.



4. NA PERMISSION

The Upper Tahsildar Aurangabad vide his order dated 14-07-2022 bearing No. 2022/ जमा-२/परि.ब./सिआर-२४९ has converted the user of said land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hector 97 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation which is more particularly described in Schedule hereunder from Agricultural use to non-Agricultural use. The cost and expenses for obtaining NA Permission are borne by the developer.

5. BUILDING PERMISSION

The Aurangabad Municipal Corporation has issued Commencement Certificated dated 04.07.2022 bearing permission No. 100/2022-2023 in the name of owner for carrying out construction over the said land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hector 27 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation which is more particularly described in Schedule hereunder. The cost and expenses of obtaining building permission are borne by the developer.



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6. It is agreed that the developer will develop Group Housing Scheme over the said land as per sanctioned building plans and the units in the project will be distributed amongst the owner and the Developer in the agreed ratio i.e.

Owner	36%
Developer	64%

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. DETAILS OF CONSTRUCTION

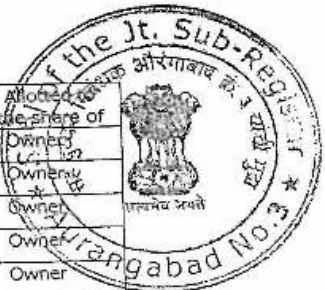
That as per the building plans sanctioned by Aurangabad Municipal Corporation the permitted FSI 3256.47 Sq. Mtrs. That the total FSI for the project will not exceed 3256.47 Sq. Mtrs. This Development Agreement is totally restricted to the said sanctioned building permission only. The Developer will not consume any additional FSI over the said land than 3256.47 Sq. Mtrs.

2. GRANT OF DEVELOPMENT RIGHTS

- a) That as per sanctioned Building Plans 24 Row Houses and one (Stillt plus Five floors) Apartment Building consisting of 20 of Apartments/ Flats are permitted to be constructed over the said land.
- b) In consideration of the developer carrying out construction of group housing scheme consisting apartments over the said land adm. 3413 Sq. Mtrs. forming part of Gut No. 268 in all adm. 01 Hector 97 R situated at Mitmita Tq. and Dist. Aurangabad within the local limits of Aurangabad Municipal Corporation which is more particularly described in Schedule hereunder, the Developer will be entitle to receive 64% units in her share and remaining 36% units will be retained by the Owner. The units allotted to the respective share of the Developer and the Owner are as under :-

DISTRIBUTION OF ROW HOUSES

Sr. no	Row House No	Carpet area	Built Up area	Allotted to the share of
01	Row House no. A-1	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
02	Row House no. A-2	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
03	Row House no. A-3	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
04	Row House no. A-4	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
05	Row House no. A-5	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
06	Row House no. A-6	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
07	Row House no. A-7	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
08	Row House no. A-8	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
09	Row House no. A-9	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
10	Row House no. A-10	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer



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11	Row House no. A-11	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
12	Row House no. A-12	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
13	Row House no. A-13	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
14	Row House no. A-14	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
15	Row House no. A-15	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
16	Row House no. A-16	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
17	Row House no. A-17	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
18	Row House no. A-18	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
19	Row House no. A-19	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
20	Row House no. A-20	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
21	Row House no. A-21	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
22	Row House no. A-22	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
23	Row House no. A-23	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
24	Row House no. A-24	67.56 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
		1621.44 Sq. Mtrs.	1846.32 Sq. Mtrs.	

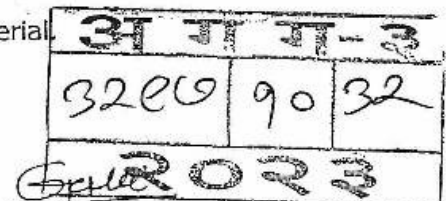
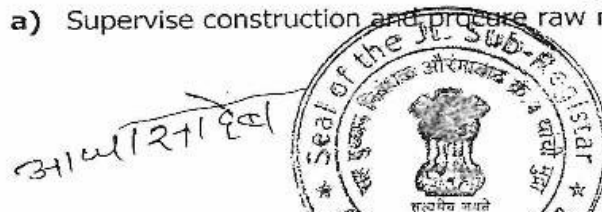
DISTRIBUTION OF FLATS

Sr. no	Flat No	Type	Carpet area	Built Up area	Allotted to the share of
FIRST FLOOR					
01	Flat no. 101	2 BHK	59.32 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
02	Flat no. 102	1 BHK	34.06 Sq. Mtrs.	44.61 Sq. Mtrs.	Developer
03	Flat no. 103	2 BHK	64.11 Sq. Mtrs.	77.98 Sq. Mtrs.	Developer
04	Flat no. 104	2 BHK	59.06 Sq. Mtrs.	68.49 Sq. Mtrs.	Developer
SECOND FLOOR					
05	Flat no. 201	2 BHK	59.32 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
06	Flat no. 202	1 BHK	34.06 Sq. Mtrs.	44.61 Sq. Mtrs.	Developer
07	Flat no. 203	2 BHK	64.11 Sq. Mtrs.	77.98 Sq. Mtrs.	Developer
08	Flat no. 204	2 BHK	59.06 Sq. Mtrs.	68.49 Sq. Mtrs.	Developer
THIRD FLOOR					
09	Flat no. 301	2 BHK	59.32 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
10	Flat no. 302	1 BHK	34.06 Sq. Mtrs.	44.61 Sq. Mtrs.	Developer
11	Flat no. 303	2 BHK	64.11 Sq. Mtrs.	77.98 Sq. Mtrs.	Developer
12	Flat no. 304	2 BHK	59.06 Sq. Mtrs.	68.49 Sq. Mtrs.	Developer
FOURTH FLOOR					
13	Flat no. 401	2 BHK	59.32 Sq. Mtrs.	76.93 Sq. Mtrs.	Developer
14	Flat no. 402	1 BHK	34.06 Sq. Mtrs.	44.61 Sq. Mtrs.	Owner
15	Flat no. 403	2 BHK	64.11 Sq. Mtrs.	77.98 Sq. Mtrs.	Owner
16	Flat no. 404	2 BHK	59.06 Sq. Mtrs.	68.49 Sq. Mtrs.	Owner
FIFTH FLOOR					
17	Flat no. 501	2 BHK	59.32 Sq. Mtrs.	76.93 Sq. Mtrs.	Owner
18	Flat no. 502	1 BHK	34.06 Sq. Mtrs.	44.61 Sq. Mtrs.	Owner
19	Flat no. 503	2 BHK	64.11 Sq. Mtrs.	77.98 Sq. Mtrs.	Owner
20	Flat no. 504	2 BHK	59.06 Sq. Mtrs.	68.49 Sq. Mtrs.	Owner
TOTAL			1082.75 Sq. Mtrs.	1340.05 Sq. Mtrs.	

3. DUTIES/OBLIGATIONS OF DEVELOPER

It is agreed between the parties that developer shall be responsible at its own cost to do following things: -

- a) Supervise construction and procure raw material



- b) Appoint architect and contractors.
- c) Legal expenses and fees
- d) To procure Electricity supply from the MSEDCL department.
- e) To register the project proposed to be constructed on said plot under the provision of Real Estate Regulation Act and follow all the rules and regulation thereof.
- f) To ensure that all the buildings and structures are built in accordance with the prescribed standards, rules;
- g) To provide all basic facilities, infrastructure, amenities within the boundary wall of the land.
- h) To register the project under the provisions of Maharashtra Real Estate Regulation Act, 2016.
- i) To provide, drainage lines, chambers, internal road etc.
- j) to carry out and complete entire construction and development works and activities in all respects as mentioned herein in respect of said lands in accordance with the Building Permissions, Commencement Certificates and approved layout order sanctioned by Aurangabad Municipal Corporation. If any deviation is cause by the developer or developer violates any terms and conditions of the construction permission, while carrying on the construction, the developer will be responsible for any action taken by the competent authority.
- k) The DEVELOPERS shall be entitled to enter into a separate contract with building Contractors, Architect and other Agencies for carrying out the said development work. That the parties hereto agreed 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 neighbours during the development of the said property the builders/ Developers shall solely be responsible to pay the compensation in that regard and the owner shall not be responsible in any manner thereof. In the event of any litigation arising between the Builder/ Developers and the contractors or technical experts, skilled or unskilled labours or with any other person in relation to the development of the said property the owner shall not be held responsible thereof in any manner.
- l) The Developer shall indemnify and keep indemnified the Owner against all losses, damages, costs, charges, expenses that will be incurred or

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suffered by the owner on the account of or arising out of any breach of any of these terms of any law, rules or regulation or due to accident or any third Party, in respect of such construction.

- m) Any dispute with respect to the construction permission or pertaining to construction activity arises; the developer undertakes to clear the same at his own cost, risk and responsibility.

4. DUTIES OF OWNER

- a) That the owner will responsible for his title and possession over the said land, which is more particularly described in Schedule written hereunder at all material times.
- b) The owner will be liable to pay the electricity meter connection charges to the developer for the units allotted to the share of owner.
- c) The owner and/or his successor in interest with the other unit allottees in the project will contribute for maintenance and other common expenses in proportion to the units allotted to the share of owner
- d) The owner will be responsible for all the taxes arising out of the project to the extent of their share in the project.
- e) The owner will indemnify the developer from all costs, losses, damages which may be incurred by the developer on account of any defect in the title and/or possession of the owner over the said land.
- f) To provide all the documents and records required by Aurangabad Municipal Corporation for granting commencement Certificate.
- g) The owner shall not cause any hindrance in the development work and will not obstruct the developer from carrying out construction work.
- h) The owner will do any act deed or things which will hamper the rights and entitlements of the prospective purchaser.

5. PERIOD FOR COMPLETION OF CONSTRUCTION WORK.

- a) It is decided between the parties of this development agreement that the developer will complete the construction work within period of 42 months from date of registration of Development Agreement. The developer will be entitled to grace period of 06 months.

- b) From the date of this commencement certificate till completion of the project, due to any natural calamity, pandemic, emergency, restriction of the Government authority, non-availability of raw material or labour which will



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