

a. That, for development of the said property, the Developer shall be entitled to obtain construction permission from Aurangabad Municipal Corporation by paying all the deposits and fees for the same and they also may obtain water connection, drainage connection, by paying all the charges, fees and deposits in the name of Owner.

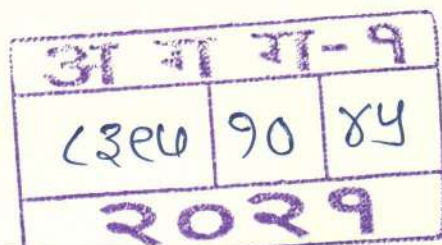
b. That, the Developer may obtain all necessary sanctions and necessary permissions or revise permissions from all concerned authorities for **commencement and completion** of the construction on the said premises complete the construction work, to construct residential building.

c. That, to acquire Transfer of development rights as per DC Rules and other relevant rules as may be applicable and to use and consume the same by putting up constructions, to sale the newly constructed premises to third parties to the extent of Developer share only and receive consideration thereof and to do all other acts and deeds required for complete and proper development of the said property.

d. That, on obtaining completion Certificate from Aurangabad Municipal Corporation, Aurangabad, if F. S. I. OR Other benefits increased, benefits directly and/or indirectly attached in respect of the said property shall belong to the Owner Subject to RERA ACT Rules only.

3. That, the Builder / Developer will have to carry out the development of the property and construct residential / flatted building or on site location etc., at their own costs, risks and responsibilities, however, in consideration of the property being given for the development by the Owner to the Builder / Developer, the Builder / Developer agreed to give defining residential and commercial 50% construction area share of Developer & 50% share of Owner in 1 to 4th floor & 40% construction area share of Developer & 60% share of Owner in ground floor, and after commencement permission units constructed will be define at time of Deed of Declaration.

4. The Owner and the Developer shall jointly get the said property surveyed and ascertain the exact area of the said property. The Developer shall after the work of joint survey is complete construct at their own costs a boundary wall surrounding the said property if required. If at the time of construction of the



said boundary wall, the Developer receives any objection or obstruction then in that event, the Developers shall forthwith bring the same to the notice of the Owner and the Developer shall at his own costs remove premium such obstruction or objection. Similarly Developer shall purchase and load Premium , Ancillaries & TDR which is required for obtain construction permission from Aurangabad Municipal Corporation at their own cost, risk and responsibility.

5. That, the Owner has delivered the physical possession of the property under development to the Developer today only i.e. just prior to execution of this agreement.

6. The Developers shall for and on behalf of the Owner and in the name of the Owner be entitled to submit to the Aurangabad Municipal Corporation and Town Planning authority and all other concerned authorities plans for getting the said property developed. The Developer shall at their own cost get the said plans sanctioned by the concerned authorities. The Developer shall also at all times be entitled to alter and modify the building plans as they may desire and as permitted in accordance with the rules. The Developer shall at their cost be entitled to appoint Architects, Contractors, Engineers, Supervisors and Labours etc. for development of the said property.

7. The Developer has agreed to develop the said property as aforesaid, which is free from all encumbrances and reasonable doubts of whatsoever nature and with the free, clear and marketable title.

8. That, the Developer/Builder shall carry on the construction of the building strictly in accordance with the building permission to be obtained from the Aurangabad Municipal Corporation, Aurangabad and they shall not cause any deviation from the said construction permission. If any deviation is caused by the Developer/Builder while carrying on the construction, it will be the total responsibility of the Developer/Builder and they will have to pay the penalty if any imposed by the Aurangabad Municipal Corporation or Town planning authority and in case if any action is taken by the Town planning authority for such deviation, the Developer/Builder will be totally responsible for the same.



9. That, the Developer can dispose constructed units to the purchaser at any price on any terms and conditions that may be agreed upon by the Developer with the prospective purchaser except units to the extent of Developer's share. The Owner shall execute separate Power of Attorney for the same in favour of Developer to enable him for development of the property & execution of the Agreement to Sale & Sale Deed to the extent of Developer's area and the Owner shall not or will not object for selling of Developer's area to prospective purchaser. The owner willingness/consent must be taken at the time of units developers area selling (40% construction area of ground floor & 50% construction area of 1st to 4th floor).

10. That, the Owner hereby undertake that they are the absolute Owner and possessor of the above property and there is no defect in his title, if any defect in the title of the Owner or any dispute on account of title, boundaries or area of the property are found, it will be the total responsibility of Owner and they will have to remove the same by taking proper steps on his own cost and risk.

11. That, the builder will have to complete the construction of the building within **24 months** from the date of obtaining the commencement certificate from the Aurangabad Municipal Corporation or Town Planning authority.

12. That, the builder/developer shall employ the services of the quality Architect and RCC Consultant for the construction of the building and their fees will be paid by the developer. Similarly, the developer may also obtain the services of legal documents either in between the Owner, developer and purchasers; the expenses of such documents and fees of the Advocate will be paid by the builder/developer.

13. That, the Owner is hereby undertake that, they have already paid all the taxes of the Property under development and as such there are no dues of any taxes of any authority on the same and if any taxes are found due on property under development, up to the date of this agreement, those will be paid by the Owner.

14. That, it is further agreed between the parties that, municipal tax, NA charges regarding the property till the possession of flats & shops, the developer will have



to pay the said above taxes and from the date of possession of flats & shops, the Owner will have to pay said taxes for flats retained by Owner. If applicable the Owner will pay income Tax, GST, wealth Tax, & etc arising out of the sale proceeds to the extent of units/flats & shops retained by him & the Owner is liable to pay electric connection charges of MSEDCL, water connection and common maintenance regarding units retained by the Owner. AND; similarly the Builder/Developer will pay income Tax, arising out of the sale proceeds to the extent of units/flats/shops retained by him and GST will be collected from the flat/shop purchaser.

15. 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 property the builder shall solely be responsible to pay the compensation in that regard and the Owner shall not be responsible in any manner therefore.

16. In the event of any litigation arising between the builder and the contractors or technical experts, skilled or unskilled labors or with any other person in relation to the development of the said property the Owner shall not be held responsible therefore.

17. That, the Owner also executing an Irrevocable General Power of Attorney in favour of the Builder/Developer and thereby authorizing him to obtain construction permission to carry on the construction/development work of the property obtain building completion work, to get refund the construction deposits, to execute the necessary documents and do all the deeds full work for complete the project, to enter into the Agreement to sale and to execute the agreement to sales and sale-deeds and except construction area retained by the Owner.

18. That the Owner today executed development agreement with Developer to the extent of **Plot No. 15**, admeasuring **413.20 Sq. Mtrs.**, forming part of Land Survey No. 17/1/A, in "**Kalpataru Co-operative Housing Society Ltd., Aurangabad**", situated at Village: Garkheda, within limits of Aurangabad Municipal Corporation, Tq. & Dist. Aurangabad, and sharing pattern in proposed construction is **50%** share in 1st to 4th floor building & **60%** share in ground floor

