

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 sale of its respective unit/s. None of the party shall claim the sale consideration received after selling the respective share from the proposed construction on the said plots.

That the Developer / Builder will carry on the construction on the said plots under development at its own cost and as per its desire and needs of the customers and Owner / Party of First Part shall not have any objection for the same.

That, this will not be a partnership between owner and the developer. Both the parties do not intend to create mutual agency. Both parties shall be liable to bear and pay income tax and other taxes attributable on their respective shares/profits.

10. THAT the proposed building / structure being constructed on the plots under development will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970 and the Builder / Developer will execute the Declaration U/sec. 2 Form - "A" of The Maharashtra Apartment Ownership Act, 1970 as and when required.

11. **RIGHTS AND OBLIGATIONS :-**

a. The Row Houses which comes in 40% share of the owner and 60% share of the Developer/Builder is described in the Deed of Declaration to be executed separately.

b. The Developers have agreed to develop the said premises as aforesaid free from all encumbrances and reasonable doubts of



whatsoever nature and with the free, clear and marketable title but subject to terms set out in this Agreement.

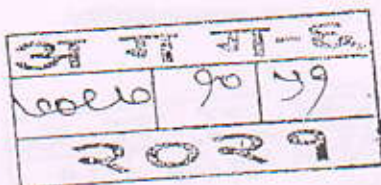
c. The Owner and the Developers shall jointly get the said property surveyed and ascertain the exact area of the said property. The Developers shall, after the work of joint survey is complete, construct at its own costs, expenses and efforts a boundary wall surrounding the said property. If at the time of construction of the said boundary wall, any objection or obstruction is received by the Developer then in that event, the Developers shall forthwith bring the same to the notice of the Owner and the Owner shall at his / their own cost remove such obstruction or objection.

The Developers will be entitled to modify the approved building plans with the written consent of the Owner/s, provided the modifications are within or as per the provisions of the approved scheme laid down by the Competent Authority and without affecting the area to be allotted to the Owner/s.

d. The Owner/s are otherwise well and sufficiently entitled to the said property. Their title to the said property is free and marketable. The Owners are in physical possession of the said property, and is exclusively entitled to grant the development rights thereof.

e. No other person saves and except the Owner/s have any right, claim or demand in respect of the said property or any part thereof. There is no boundary dispute with the owners of any adjoining properties or any authorities in respect of the said property.

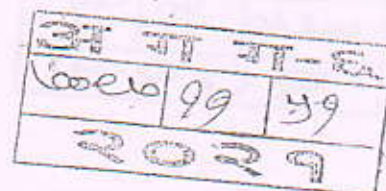
f. The Developers shall for and on behalf of the Owner/s and in the name of the Owner/s be entitled to submit to the Municipal Corporation and all other concerned authorities plans for getting the said property developed. The Developers shall at its own cost, expense and efforts get the said plans sanctioned by the concerned authorities. The Developers shall at its cost and expense be entitled to appoint Architects, Contractors, Engineers, Supervisors, and Laborers etc. for the development of the said property.



g. The said property and the development thereon is likely to be subject to the provisions of Maharashtra Real Estate Regulation Act, (MAHA RERA), 2016 the Developers shall complete all necessary formalities for the registration of the project under MAHA RERA with the, competent authority and shall be solely responsible for the consequences and liabilities provided under the said MAHA RERA to the extent of construction and title issues shall vest with the Owner/s always.

h. The entire development work shall be carried out by the Developers at its own risk, cost and expense. It shall bear and pay the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work, security etc. as also all other costs, charges and expenses that may be incurred in regard to the development work. The Developers shall also save and keep harmless and indemnify and keep indemnified the Owner/s against any claim that may be made by any one against the Owners solely on account of the Developers carrying out the said development work. The Developers shall specifically ensure that, the workmen employed for the purpose of carrying out the development work will be insured under the Workmen's Compensation Act, 1923. In the event of any mishap/accident on the said property during the construction work over the aforesaid site and pendency of this agreement resulting in any injury to any person or death of any person or damage to any property on count of fault attributable to Developer, the Developer shall be responsible for payment of any compensation for the same and it shall keep the Owners fully indemnified in this regard.

12. THAT, the Owner / Party of First Part hereby undertake that he / they is / are the absolute owner of plot described in Schedule "A" and there is no defect in title of respective plot owner. If any defect in title of the Owner / Party of First Part or any dispute on account of title or boundaries of the said plot found, it shall be the total responsibility of the Owner / Party of First Part and he / they will have to remove the same by taking proper steps at his own cost, risk and responsibility.

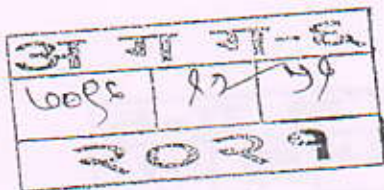


That on account of defect in title of present Owner and or his / their predecessor in title, if the proposed construction on said plot / property remains stand still, due to orders / directions of any competent authority including civil court, as well as on count of defect in title refusal for finance by financial institutions to proposed construction, then in such circumstances the entire liability to clear all such defects shall be with the owner and during the period the owner shall be liable to pay interest @ 12% P.A. on the security deposit amount paid by developer to owner/s as well as on all expenses incurred by builder / developer till that date including the liabilities. Moreover, for any issues arising out defect in title, on part of plot / land Owner/s / Party of First Part, the Owners / Party of First Part shall solely be responsible for all the consequences arising out of action initiated / taken by the competent authority established under The Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) including fine, monetary and penal consequences and / or any other authority as the case may be.

13. That the Developer / Builder will have to complete the development work (construction work) of the said plot within 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 reasons beyond the control of developer / builder (such as flood, earthquake, strike, accident, lack of finance, government restrictions, any kind of litigation) then the period for development shall automatically stands extended.

The completion of entire construction is subject to existing laws and rules of competent authority on date of registration of present agreement. If during the period of development, existing laws, rules, regulation changed and / or governed by any authority as prescribed by government, resulting in delay to complete the entire construction, then the aforesaid time shall be extended automatically. Similarly, the respective party shall bear the respective share in taxes, levied if any, like goods and services tax and or any other tax on present agreement to concerned authority as and when become payable.

14. That the respective Owner / Party of First Part hereby undertakes that, they have paid all the taxes of local body, premium, penalty including other attributable taxes in respect of said respective plot till registration of present agreement as agreed between the parties. If, any taxes or cess are found due on the said respective plot up to the date of registration of this agreement the Builder / Developer will pay those dues and respective Owner / Party of First Part shall repay the same within fifteen days from said payment. However the



income tax shall be paid by the developer / builder and respective Owner / Party of First Part to the extent of their respective share getting out of the sale proceeds.

15. THAT the Developer / Builder shall employ the services of the 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 the legal adviser either in between the Owner / Party of First Part, builder / developer and unit/s purchaser/s of such documents and fees of the advocate will be paid by the Builder / Developer to the extent of their share.

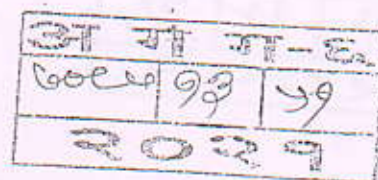
16. THAT the Owners / Party of First Part is also executing an irrevocable General Power of Attorney in favor of the partners of developer / builder firm and thereby authorising them to carry on the construction / development work of the plot, to obtain construction permission, to execute the declaration U/Sec. 2 Form - "A" of The Maharashtra Apartment ownership Act, 1970 if required and to do all the deeds for the formation of Association, to enter into agreement to sale and sale deed in respect of the constructed portion from its share.

17. The Owner / Party of First Part and Builder / Developer shall collect the GST (Goods and Services Tax) and other attributable taxes from the prospective purchaser/s of the respective units / tenements and deposit the same with the relevant authority or make arrangements for the payment of the with concerned authority.

SCHEDULE "A"

The plot of non-agricultural land bearing No. 45, adm. 277.327 Sq. Mtrs. and Plot No. 46, adm. 186.019 Sq. Mtrs. owned by present Owner thus collectively 463.346 Sq. Mtrs. forming part of land from Gut No. 347, situated at Village Satara, Taluka and District Aurangabad and is collectively bounded as under:

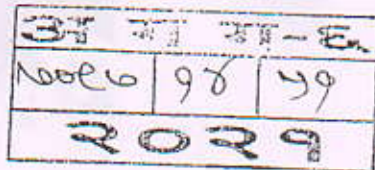
EAST	:	GUT NO. 347(pt)LAND
WEST	:	6.00 mtr. Wide road
SOUTH	:	Internal road
NORTH	:	PLOT NO. 47



SCHEDULE "B"

SPECIFICATION OF CONSTRUCTIONS (ARYAN HILLS)

ITEMS	SPECIFICATIONS
BRICKS	Only Red Bricks
STRUCTURE	RCC framed structure for G + Two Cement :- Birla A-1 / Birla Gold / Sand :- 50% crush sand and 50% regular sand of river basin.
WALLS	Outer masonry wall 6" in red brick, inner masonry wall 4" in red brick with Sand faced plaster on external wall sand faced plaster on internal walls with wall Punning by POP.
DOORS	Main Door: Wooden frame of "Sagwan" (2.5 inch * 5.00 inch) with laminated flush door and Other laminated doors with CEMENT frame.
PLUMBING	Concealed fitting with UPVC pipe, Indian/western(Floor mounted ONLY) type pan in toilet.(Exor) Fittings will be of L & K. The floor of terrace, toilets and dry balcony will be waterproofed.
KITCHEN OTTA	Steel Grey Granite Top and stainless steel sink (18x22) in kitchen.
FLOORING	Vitrified tiles 2*2 (Plain Ivory upto 28Rs. Sq. Feet) in All rooms and Anti skid flooring in toilet. Glazed tiles(12inch * 18 inch) 7 FEET height in W.C. and only 7feet in toilet. For Staircase in Steel Grey Granite and Ivory Tiles.
WINDOW	M.S. fabricated Grill for window with white oil paint. Powder coated 3 track aluminum sliding window with steel grey marble window sill all four side and transparent glass.
ELECTRIFICATION	Concealed fitting type with standard switches (Anchor Penta) and only 4.5 points in all rooms Total Only 2 Power Points per Row house.
PAINTING	Acrylic paint(Asian Ace or Nerolac Ace) from outside & Plastic point(Neralac Beauty) from inside. Only one wall of Hall will Be <u>Royal Play</u> .
LOFT	Only three.
PARKING	Flooring in Paver block 60 mm.
OVER HEAD TANKS	There will be two overhead tanks For using water 1000Ltr .
UNDER GROUND TANKS	There will be one underground tanks of 1000 liters each.
CHAMBERS	Minimum two chambers in parking area
WASH BASIN	Only 1 Basins
ENTRY GATES	Only One Main Entry Gate (M.S. fabricated and oil painted)
BORE WELL	There will be common bore well for 5 row houses .And only one ¾" common water tap connections for 5 row houses. Separate bore well charges 35000/- Rs.
LIGHT METER	25000/- Rs. PER LIGHT METER PER UNIT



IN WITNESS WHEREOF THIS DEED IS EXECUTED ON THE DAY
AND DATE MENTIONED ABOVE, AT AURANGABAD.



Deepak Aher

Mr. Deepak S/o Gangadhar Aher
OWNER/S / PARTY OF THE FIRST PART



VA Developers
(A Partnership Firm)
Through its Partners

Rahul Nandgavali

01. Mr. Rahul S/o Baswant Nandgavali



Vishal

02. Mr. Vishal S/o Rajaram Jadhav
BUILDER / DEVELOPER / PARTY OF SECOND PART



WITNESSES:-

1. **Mr. Nirmal Dashrath Mishra**
Age:- 34 Yrs., Occ.:- Service
R/o:-T.V. Center,Aurangabad.

Nirmal



2. **Mr. Swapnil Subhash Chatur**
Age:- 31 Yrs., Occ.:- Service
R/o:-Shivaji Nagar,Aurangabad

Swapnil

