Zone No.
Rate:- Rs. /- per Sq. Mts.,

AGREEMENT TO SALE

Agreement to sale of **Flat No.** _____in Apartment Building **B** being constructed at Gut No. 109, Laxmi Nagar, village Shendraban, Tal. & Dist. Aurangabad, Real consideration is **Rs.** _____**/-** (Rupees Fourteen Lacs_____ Only), which is higher.

This agreement to sale is executed today on _____ day of May 2017 at Aurangabad, between:-

1) Mr. Sanjay s/o Shesherao Kachkure
Age: 34 years, Occu: Agriculture & Business
R/o. At. Post. Shendra Jahangir
Tal. & Dist. Aurangabad

2) Mr. Tejrao s/o Sheshrao Kachkure
Age: 47 years, Occu: Agriculture & Business
R/o. Shendra Jahangir
Tal. & Dist. Aurangabad
Through their power of Attorney Holders

Mr. Gopesh Narayanrao Yadav
Age: 33 years, Occu: Business & Agri.
R/o. 104, Tilak Nagar, Aurangabad PAN NO. ADMPY3592L

Mr. Uday Jailal Kasliwal
Age: 33 years, Occu: Business & Agri.
R/o. 22, Vinayak Adarsha Housing society,
Tilak nagar, Aurangabad PAN NO. ALMPK3239L

(Hereinafter called as 'GRANTORS/OWNERS', which expression shall mean, includes all its present and future partners, heirs, successors, representatives, executors, administrators and assignees etc.)

AND

M/s. Vijayalaxmi Developers, A partnership firm having its office at Shop No. 17, Diamond Residency, Near Maratha High School, Chowraha, Aurangabad, through its Partners

Mr. Gopesh Narayanrao Yadav
Age: 31 years, Occu: Business & Agri.
R/o. 104, Tilak Nagar, Aurangabad
PAN NO. ADMPY3592L

Mr. Uday Jailal Kasliwal
Age: 31 years, Occu: Business & Agri.
R/o. 22, Vinayak Adarsha Housing society,
Tilak nagar, Aurangabad
PAN NO. ALMPK3239L

(Hereinafter called as 'BUILDER / DEVELOPER', which expression shall mean, includes all its present and future partners, heirs, successors, representatives, executors, administrators and assignees etc.)

IN FAVOUR OF

Mr. _____
Age: __ years, Occu: Service
R/o.: 29 Godavari, Shivneri colony,Vijaynagar,Garkheda parisar
TQ &Dist. Aurangabad
PAN NO. _____

(Hereinafter called as "PURCHASER, which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees).

Both Residing at Flat No. C-2/3, Kasliwal Residency,
Pratap Nagar, Darga Road, Aurangabad . MS 431005

(Hereinafter called as "PURCHASER, which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees).

TITLE HISTORY / LITIGATION /CASE RESULTS / DOCUMENTS OF TITLES / SEARCH REPORTS ETC WITH SCHEDULE – I.

WHEREAS land Gut No. 109 was originally owned by Mr. Kashinath Nana and after his death names of his legal heirs namely (i) Bhausaheb Kashinath (ii) Dwarkabai Vaijinath (iii) Sindhubai Mule (iv) Mandabai Kachkure& wife (v) Mankarnabai Kashinath have been recorded in the 7/12 extract of land Gut No. 109. Further names of Bhausaheb Kashinath and Mankarnabai Kashinath have been recorded in 7/12 extract by the competent Revenue Authorities.

AND WHEREAS legal heirs of Kashinath Tupe executed Exchange deed in favour of Rakhi Prashantkumar Desarda & Subhash Motilal Desarda allotting them 60 R land from Gut No. 109 against 1 H 75 R land of Gut No. 113 of Kolghar, Tal. & Dist. Aurangabad. The Exchange deed is registered at the office of Sub-Registrar, Aurangabad day book Sr. No.7548 dated 05.10.2011.

AND WHEREAS legal heirs of Kashinath Tupe further executed Exchange deed in favour of Ratnabai Subhash Desarda allotting her 55 R land from Gut No. 109 against 1 H 76 R land of Gut No.113 of Kolghar, Tal. & Dist. Aurangabad. The Exchange deed is registered at the office of Sub-Registrar, Aurangabad at day book Sr. No.7549 dated 05.10.2011.

AND WHEREAS competent Revenue Authority sanctioned mutation entry No. 730 and 731 on 25.10.2011 and name of Rakhi Prashantkumar Desarda, Subhash Motilal Desarda and Ratnabai Subhash Desarda have been recorded in 7/12 extract of land Gut No. 109 as owner and possessor to the extent of 115 R land.

AND WHERAS Rakhi Prashantkumar Desarda, Subhash Motilal Desarda have applied for N.A. permission from Collector, Aurangabad in respect of 6000 sq. mtrs. area and it is sanctioned for 3901.83 sq. mtrs. area excluding area of road and open space. The said order is dated 13.03.2012.

AND WHEREAS Town Planning Authority has sanctioned the layout plan on 24.02.2012 of land Gut No.109 of village Shendraban, Tal. & Dist. Aurangabad.

AND WHEREAS Sanjay Sheshrao Kachkure purchased Plot Nos. 4 to 12 admeasuring 1307.72 sq. mtrs.under registered sale deed No. 1704 dated 22.03.2012. Accordingly mutation entry No. 747 is sanctioned in favour of Mr. Sanjay Sheshrao Kachkure by competent Revenue Authority on 12.04.2012 and his name is recorded as owner and possessor of above plots.

AND WHEREAS Pandurang Sominath Pawar purchased Plot No. 17 to 20 admeasuring 508.47 under registered sale deed No. 1708 dated 22.03.2012. Accordingly mutation entry No. 747 is sanctioned in favour of Mr. Pandurang Sominath Pawar by competent Revenue Authority on 12.04.2012 & his name is recorded as owner and possessor of above plots.

AND WHEREAS Pandurang Sominath Pawar sold Plot Nos. 17 & 18 admeasuring 253.64 sq. mtrs.under registered sale deed No. 4048 dated 27.06.2012 to Mr. Tejrao Sheshrao Kachkure. Accordingly name of purchaser is recorded in 7/12 extract as owner & possessor of above plot by sanctioned mutation entry No. 782 on 13.07.2012.

AND WHEREAS Pandurang Sominath Pawar sold Plot Nos. 19 & 20 admeasuring 254.83 sq. mtrs.under registered sale deed No. 4049 dated 27.06.2012 to Mr. Tejrao Sheshrao Kachkure. Accordingly name of

Grantor / owners are recorded in 7/12 extract as owner & possessor of above plot by sanctioned mutation entry No. 783 dated 13.07.2012.

DETAILS OF SANCTION / FSI / TDR / NA

SCHEDULE – II

AND WHEREAS Mr. Sanjay Sheshrao Kachkure and Mr. Tejrao Sheshrao Kachkure executed development Agreement and Power of Attorney in favour of Mr. Uday Kasliwal and Mr. Gopesh Yadav and same is registered at day book Sr. No. 7008 & 7009 on 27th November 2013. Further they have executed Deed of Correction to Development Agreement and Power of Attorney which is registered at day book Sr. No. 2276 and 2277 dated 20th March 2014.

AND WHEREAS the owner / grantors obtained the construction permission from Town Planning Department on 20/06/2016 and From the Collector, Aurangabad has granted construction permission No. 2011/MASHAKA/JAMIN/NAP-34/Mouje Shendraban, Tal. Aurangbad /Pra.kra 626 Dated 15/07/2016 Accordingly the Builder / Developer shall amend the necessary contents. However, Flat number and other details shall remain the same.`

AND WHEREAS M/s. Vijayalaxmi Developers, a partnership firm has executed a Deed of Declaration u/sec. 2-A of the Maharashtra Apartment Ownership Act which is registered at day book Sr. No. dated 20 March 2014 in respect of LAXMI NAGAR. Which is revised as per new permission on 18th Day of July 2016 By registered book No. 4789 in Respect of Laxmi Nagar

AND WHEREAS purchaser has gone through all the above referred documents and is satisfied with the title of owners in respect of the property. The purchaser requested the builder to allot the **Building B Flat No.** _____ on First Stilt Floor having total carpet area _____ sq.mt., (built up area _____ Sq. Mts., Excluding the area of balcony and boxes, staircase), as shown in drawing attached, in Apartment Building at LAXMI NAGAR Apartment, Plot Nos. 4 to 12 and 17 to 20, Gut No.109, village Shendraban, Tal. & Dist. Aurangabad within the local limits limits of Group Grampanchayat Shendraban and which is specifically described in

Schedule-B hereunder and the parties to the Agreement also agreed for the same on the following terms and conditions.

1) That, the builder agreed to sale the Flat No. **102** in Apartment **B** Building “LAXMI NAGAR Apartment", Plot No. 04 TO 12 AND 17 TO 20, land gut No.109, Shendraban, Tal. & Dist. Aurangabad to the purchaser for the total consideration of **Rs.**_____***/-*** (Rupees only), which excludes VAT , Service Tax or any other charges payable to government. out of above consideration, the purchaser paid the earnest amount of Rs. _____***/-*** (Rupees only) to the Owner/ Builder/ Developer as under :-

Cheque No./Cash	Date	Amount Rs.	Bank Name
Total			

And the Builder / Developer hereby acknowledges the receipt of the above consideration amount. The remaining amount of consideration of Rs. _____***/-*** (Rupees only) will be paid by the purchaser to the builder as per the stages of construction, by obtaining housing loan from bank. The construction of the flat is already started.

Stage of construction	Percentage of consideration
Booking amount	20%
Completion of plinth	20%
on completion of Ist slab work	20%
On completion of last slab	15%
completion of brick work	10%
completion of finishing work	10%
At the time of possession	05%

2) That the time for payment of remaining amount of consideration is treated as essential term of this contract, because it is well understood that because of non-payment of remaining amount of consideration on the stated time, the construction of all the Flats is likely to hamper. If the purchaser fails to pay the stipulated amount on the stipulated date, he will have to pay the interest as per **RERA ACT 2016** for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter the right of purchaser to purchase the Flat will automatically stand canceled without any further notice for the same and the builder will be at liberty to sell the said Flat to anybody. The Builder shall be entitled to deduct 25% of total consideration amount of flat.

3) In addition to the above amount of consideration as stated in Clause No.1, the Purchaser will also have to incur the expenses of execution and registration of Agreement to Sale & Sale deed at actual and will have to pay actual plus legal fees for execution of the same. Further the expenses for obtaining electric connection from GTL / MSEB in respect of Flat under agreement shall be paid by purchaser separately. The purchaser further agrees to pay one time society charges as per the decision.

4) That, the construction of the building will be in accordance with the approved plan of Group Gram Panchayat, Shendraban & Gangapur(J). However, the Owner / Builder / Developer shall be entitled to make any modification in the plan as deemed necessary, for the just and proper construction of the building. However if there is any change of number or floor in respect of the Flat under sale, the builder shall have to obtain oral consent from the purchaser. The Builder / Developer shall complete the flat within 24 months from the date of execution of agreement. However, if the completion is delayed due to any reason, beyond the control of the Builder, the period of construction will automatically be deemed to have been extended. That, the Builder / Developer / Owner shall be entitled to reasonable extension of time for delivery of the Units, if the completion of the building in which the Unit/s is/are situated is delayed on account of –

Non-availability of steel, cement, sand & other building material
Water or electric supply; war, civil commotion or Act of God.

Any notice, order, rule, notification of the Government and/or other public or Competent Authority.

5) That the Construction of the building shall be in standard quality material. However, the specifications of the material to be used for construction of the building and particularly the Flat under sale and amenities to be provided for the same are given in Schedule-C annexed hereinafter. But, if the purchaser desires to have any change, in the said

specification the builder will do the same provided that, the purchaser will have to pay the separate extra charges for the same.

6) That, the maintenance services like repairing of leakage of toilet, repairing of door and windows, C.P. Fitting etc., will be done by Builder up to one year after notice of possession of flat is given. After one year, the Purchaser himself has to do such maintenance at his own cost. The Builder will not be liable to give repairing or maintenance service like repairing of cracks, ceramic/vitrified tiles and coloring of the unit after one year of giving notice of possession irrespective of the fact that, the purchaser takes actual possession or not.

7) That on completion of the construction of flat under sale, the purchaser shall be given intimation by the builder and within a month from the said intimation the purchaser will have to pay all the dues towards the price of the Flat and get the conveyance deed executed in his favour at his own cost and take the possession of the flat. Even if, the Purchaser fails to obtain the possession of the Flat under agreement by paying all dues of the Builder, within a month of intimation, he will be liable to pay all the recurring charges of the Flat under agreement, such as, charges of the association, Municipal Taxes, Gram Panchayat taxes, etc.,

8) That the Owner / Builder / Developer is at liberty to revise the construction plan referred above and accordingly correction in the Deed Declaration U/sec.2-A of Maharashtra Apartment Ownership Act, 1970 shall be carried out. But however, such modification in the construction plan and correction in the declaration will not have any effect on the Flat Purchased by the Purchaser. There is a deeming consent of the Purchaser for such modification or correction.

9) That, it is made clear by the Owner /Builder / Developer to the Purchaser, that there is no facility of water line till date in that locality by Group Gram Panchayat Authority. Water line will be provided by the Builder from a borewell in the land / open space, but, the Builder does not take the responsibility of sufficiency of water as there cannot be guarantee about water level in the borewell. The Purchaser shall be liable to bear and pay his proportionate share in the consumption of water and light bill.

10) That, on completion of construction of the building, the Builder shall be at liberty to hand over the possession of the Flat under sale to the Purchaser. However, in case the water connection facility is made available in that locality by the Group Gram Panchayat or MIDC Authority, the purchaser is at liberty to obtain such water connection at his own cost and Builder will not be responsible for providing such water connection.

11) That, from the date of possession or completion of construction of the Flat under agreement or execution of sale-deed, whichever occurs earlier, the Purchaser will be bound to pay all the taxes of State Government and that of local authority and other taxes attributable to the Flat purchased by him, whether assessed separately or not.

12) That, the Flat under sale will be governed by the provisions of Maharashtra Apartment Ownership Act, and all the terms and conditions of deed of declaration referred above and the bye laws and rules given will be applicable to the Purchaser.

13) That, the Purchaser shall use the Flat or any part thereof, or permit the same to be used only for the residential purpose. The Purchaser shall use the common parking space only for the purpose of parking of his own vehicle.

14) That, the Builder will be liable to pay all the taxes of local body or of State Government or any authority in respect of the flat under sale, till the date of possession or completion of construction of Flat under sale, whichever occurs earlier.

15) That, the Purchaser will be liable to bear and pay increase in local taxes, water charges and such other levies, if any, which are imposed by the concerned authorities on account of change of the use of the said flat by the purchaser viz., use for any purpose other than for specified purpose.

16) That, the Purchaser shall not cause any structural change in the flat purchased by him at any time and in case any damage is caused to the Building on account of negligence or default of the purchaser, the purchaser shall be liable for the consequences of the breach. But however, he will be at liberty to do interior decoration, furniture, fixtures etc., as desired by him at his own cost. But, without demolishing the flat or any part thereof, nor, any time make or cause to be made any addition or alteration of thereof, nor, any alteration in the elevation. The purchaser shall keep the projections, sewers; drain pipes in the Flat and appurtenances thereto in good tenable repair condition.

17) That, any liability of whatsoever nature under Maharashtra Value Added Tax (MVAT), service tax and LBT if any arising out of this agreement / sale transaction shall be solely borne and paid by the Purchaser as and when the liability to pay the same arises. It is understood between the parties that at any point of time if the Owner/Builder will put to pay such liability of MVAT and or Service Tax, it can recover from the purchaser and the Purchaser is bound to pay this amount to the Owner/Builder within 15 days from the date of demand of such payment. In case the Purchaser is unable to pay the amount demanded within given

period of 15 days, the purchaser shall be liable for interest, penalty etc. levied on such late payment and till clearance of these dues, the Builder shall have charge over the property under sale.

18) That, after obtaining the possession of the Flat by the Purchaser, the Purchaser shall use the Flat in such a fashion that he will not cause any obstruction or interference to the occupiers of the LAXMI NAGAR Apartment, either because of his own conduct or conduct of his family members or any person visiting him.

19) The Purchaser for himself and with intention to bring all persons into whosoever hands the Unit/s may come, doth hereby covenants with Owner / Builder / Developer as under :-

(I) To maintain the Units at the Purchaser's own cost and keep it in good tenantable repairs and condition from the date of taking possession of the Unit and shall not do or suffer or change/alter or make addition in or to the building in which the Unit is situated, and in the Unit itself or any part thereof may be against the rule, regulations or bye-laws of the concerned local or any other Authority.

(II) Not to store in the Unit any goods, which are of hazardous, combustible or dangerous nature or so heavy, as to damage the structure of the building in which, the Unit is situated or storing of which goods is objected to by the concerned local or other Authority, and shall not carry or cause to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building in which, the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences thereof.

(III) To carry at his own cost, all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which, it is delivered by the Owner / Builder / Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or to the Unit which may be in breach of the rules and regulations and bye-laws of the concerned local Authority or other public authority. And in the event of the Purchaser shall be responsible and liable for the consequences thereof.

(IV) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or out side of the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the

building in which the Unit is situated and shall keep the portion, sewers, drains, pipes in the Unit and appurtenances thereto in good tenantable repairs and condition, and in particular, so as to support shelter and protect the other parts of the building, in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural Members in the Unit without the prior written permission of the Assignor.

(V) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

(VI) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said land and the building in which the Unit is situated.

(VII) Pay to the Owner / Builder / Developer within 30 days of demand by the Owner / Builder / Developer, his share of security deposit demanded by concerned local Authority or Government for giving electricity or any other service connection to the building in which the Unit is situated.

(VIII) To bear and pay any increase in local taxes, insurance and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of change of tariff etc.

(IX) Not let, sub-let, transfer, or part with the Purchaser's interest in or benefits of this Agreement until all the dues payable by the Purchaser to the Owner / Builder / Developer under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Owner / Builder / Developer of his said intention.

(X) The Purchaser shall observe and perform all the rules and regulations with the association of apartment owners and/or Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time-to-time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, regulations and Bye-laws for the time-being of the concerned local Authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid-down by the Association/Society, regarding the occupation and use of the Unit in the Building and shall pay and contribute

regularly and punctually the taxes, maintenance, expenses or other outgoings in accordance with the terms of this Agreement.

XI) Till a Deed of transfer/allotment of Unit and the building in which Unit is situated is executed the Purchaser shall permit the Owner / Builder / Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

XII) That, the Unit Purchaser of “LAXMI NAGAR APARTMENT” shall use the Unit for the residential purpose only and no other use is permitted unless it is specially mentioned in the Agreement to sale.

XIII) Business of Flourmill, meat shop, wine shop and/or stocking of explosives is strictly prohibited in the area of “LAXMI NAGAR APARTMENT.

xiv) The Owner / Builder / Developer shall be at liberty to amend the Deed of Declaration as and when required at any time. No Unit Purchaser will be entitled to object for such amended Declaration, and it will be binding on all the Unit Purchasers irrespective of their date of purchase.

Variation in Area: Reduction of area upto 3% of any Unit against the specified area in the Schedule due to variation of design in measurement shall be acceptable to Unit Purchaser and such reduction shall not be challenged by the Purchaser on any ground.

Terrace Area: Top terrace area of all Apartment building will belong to Builder / Developer only, but all Unit owners can enjoy the facility of terrace area of their respective buildings and if in future additional FSI/TDR becomes available or granted by competent authority then only Assignor can use the additional FSI/TDR for construction of additional area by way of adding floors on the terrace and to sale that additional area. No Unit Purchaser will have any objection during the construction of such additional floors and shall bear inconvenience, if any. No separate consent/permission from the Unit Purchaser in the building will be required and it will be deemed that, the Unit Purchaser have given express consent/permission for such additional construction on the terrace of the building.

20) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said land and building or any part thereof. The Purchaser shall have no claim, save and except in respect of the Units hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces,

recreation spaces etc. will remain the property of the Owner / Builder / Developer as hereinbefore mentioned and the Assignee will have right to use them only.

21) Any delay tolerated or indulgence shown by the Owner / Builder / Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Owner / Builder / Developer shall not be construed as a waiver on the part of the Owner / Builder / Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser and shall not in any manner prejudice the rights of the Vendors and Owner / Builder / Developer.

22) All notices to be served on the Purchaser, as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by registered post at his/her address last available with the Owner / Builder / Developer.

23) This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act and the Rules made thereunder.

24) The Builder / Developer shall give its consent to the Purchaser for mortgaging the said property to any Bank/Financial Institution for obtaining loan to pay the balance consideration amount.

25) The parties, if deemed necessary shall enter into such Supplementary Agreements, Revised or Supplemental Agreements, Undertakings and execute the Agreement to sale / Sale Deed, as may be necessary to give the effect to the transfer of the rights in respect of the said Units and thereby to enable the Purchaser to have the proper title over the said property.

26) In the evident of any difference or dispute between the parties arising out of this agreement and in the event of breach of any of the provisions of this Agreement it shall be referred to the Sole Arbitrator in accordance with the Arbitration Act and the venue of such arbitration shall be at Aurangabad and be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereto.

27) That, this Agreement shall be subject to the jurisdiction of Courts in Aurangabad and no other Courts shall have jurisdiction over any dispute or difference arising hereunder.

28) That, the purchaser after obtaining the possession of the flat shall not cause any such act thereby causing any damage to the RCC structures, flooring, common walls or other items and thereby cause any damage to the building as a whole.

29) That, the Owner / Builder / Developer is at liberty to modify the construction plan and obtain the revised construction permission and also to amend the declaration of apartment referred above. In accordance with the contents of the agreement to sale and to have the smooth working of the Association and Flat purchaser will have no objection for obtaining such revised construction permission or to amend the declaration provided that there is no change in the unit under sale without the consent of the purchaser.

30) That in future if the floor space index (FSI) is made available or granted by the Municipal Corporation Authority or any Govt. authority / Corporation, then the area available to the plot / land will be utilized by the Builder / Owner only or the said FSI from the said land can be transferred or sold and the respective flat purchaser shall have no objection for transfer of utilization of FSI.

31) That flat purchaser will be bound to be the member of the Association and will have to pay the membership fees and registration charges being one time maintenance charges and also have to pay regular subscription of the association and purchaser will also be liable to pay his share in the common expenses on account of maintenance of the building as a whole and common space, staircase, sweeping, cleaning, lighting, colouring and common water charges.

32) That purchaser shall be entitled to take possession of the flat only if he has duly observed and performed all the obligations and stipulations contained in this agreement and on his part to be observed and performed and has also duly paid to the Builder / Owner all and whatsoever the amounts payable by him under this agreement.

33) It is agreed by the flat purchaser that he shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.

Schedule-A

(Description of plots – LAXMI NAGAR)

i) All that part and parcel of plot Nos. 4 to 12 admeasuring 1307.72 sq. mtrs. situated at land Gut No.109 village Shendraban, Tal. & Dist. Aurangabad and those plots are commonly bounded as below :

East :Part of land Gut No. 109
West :12.00 meter wide road
South: 9.00 meter wide road

North: Remaining land Gut No.109

ii) All that part and parcel of plot Nos. 17 to 20 admeasuring 508.47 sq. mtrs. situated at land Gut No.109 village Shendraban, Tal. & Dist. Aurangabad and those plots are commonly bounded as below:

East :Part of land Gut No. 109 – Shivpark -B
West :9.00 meter wide road
South: Land Gut No. 110 of Shendraban
North: Plot Nos. 13 to 16 of layout.

SCHEDULE-B

(Description of Flat under Agreement LAXMI NAGAR)

All that part and parcel of Flat No. Building B - 102 on First Stilt floor admeasuring _____ sq. meters Built up area Excluding area of Balcony, boxes, staircase and proportionate area of parking, in “LAXMI NAGAR Apartment”, constructed on the property described in Schedule-A, and Bounded by:

East :	Open Area
West :	Staircase and Lobby And Flat B-101Open Area
North :	Open Area Flat 201/Part
South :	Flat 103/Part

and specifically, demarcated in red lines in the map annexed hereto.

Schedule-C

Specification of constructions – LAXMI NAGAR

1. A class RCC frame structure
2. Masonary external 6" brick wall, Internal 4" brick wall In clay or fly ash (ACC)
3. External sand faced plaster, Internal sand plaster with Neeru finish.
4. Internal Oil bond distemper paint, external premium quality cement paint.
5. Vetrified tiles in all rooms.
6. Wall Tiles : Bath room upto 7 ft. & WC upto 4 ft.
7. Kitchen otta will have tiles upto 4 feet above platform / otta.
8. Plumbing – concealed piping, hot & cold water mixer in bathroom.
9. Doors & Windows :

i. Main door : RCC frame with one side laminated finish.

ii. All other doors pre cast RCC frame with flush door.
iii. Power coated aluminium windows.
10. Kitchen : Marble / Granite kitchen platform / otta
With stainless steel sink
11. Electrification :
i. Casing capping wiring with 3.5 points in each room with one power point in bath room and kitchen each.

IN WITNESSTH WHEREOF, THIS AGREEMENT TO SALE IS EXECUTED ON _____DAY OF _____AT AURANGABAD.

OWNERS /GRANTORS / PARTIES OF THE FIRST PART
Mr. Sanjay s/o Shesherao Kachkure
Mr. Tejrao s/o Sheshrao Kachkure
Through their power of attorneys

Mr. Gopesh Narayanrao Yadav

Mr. Uday Jailal Kasliwal

BUILDERS / DEVELOPERS / PARTIES OF THE SECOND PART
M/s. Vijayalaxmi Developers, A partnership firm through its Partners

Mr. Gopesh Narayanrao Yadav

Mr. Uday Jailal Kasliwal

PURCHASER / PARTY OF THE THIRD PART

Mr. _____

WITNESSES :

1)