(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the Said Land and the building in which the said premises is / are situated.

(g) Pay to the Builder / Developer within 07 (Seven) days of demand by the Builder / Developer, his / her / their share of charges demanded by the concerned local authorities or Government for giving service connection to the **"Vastu Pratibha Residency"** or building in which the said unit is / are situate.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said premises by the Purchaser/s or otherwise.

(i) The Purchaser/s hereby undertakes that Purchaser/s will not carry on any illegal business / profession in the unit purchased and further agrees and undertakes that he / she / they, himself / herself / themselves or through his / her / their nominee/s / tenant / occupier shall not carry on any such business / profession which may find illegal / antisocial / anti-national in the law of authority of Local body, State Govt., Central Government and International authority etc., which may tarnish the reputation of the Owners & Developer & Builder / Developer and cause nuisance to neighboring unit holders / occupiers. It is understood by Purchaser/s that, in the event Purchasers found carrying on any such illegal business/s in the said unit whether directly or indirectly through his / her / their agent or tenant, the Owners and Builder / Developer shall be entitled to cancel this agreement in the interest of public peace, harmony and tranquility and have the Purchaser/s evicted from the unit.

(j) Till all the unit/s are sold, the Purchaser/s shall permit the Builder / Developer and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said plot / Land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair at the cost of Purchaser/s.

(k) The Purchaser/s shall respect, observe, act and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time to protect and maintain the building & premises in proper condition and the premises to it's better hygiene and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public/local bodies. The Purchaser/s shall also observe all the stipulations and conditions lay down by the society regarding the occupation and use of the unit in the building and shall pay and contribute towards common Bill, Taxes and Expenses towards electricity Bill of common meter, water tax, repairs of installed machinery/s, water pumps, elevator, fire extinguisher equipment/s, etc. and other outgoings payable by him / her / them in accordance with the terms of the agreement, sincerely, regularly and punctually.

(l) The purchaser/s shall not cause any hindrance or obstruction in the ongoing construction activity being carried out by the Builder / Developer till completion of the entire project or in future. The purchaser/s further undertake not to take any objection for the same on ground of noises, nuisances, disturbance or for any other reasons of any nature.

(m) The Purchaser/s shall not fix or place any hoarding, advertisement, sign board, banners etc. on the exterior and interior part of the said unit, building or within the premises said plot of **"Vastu Pratibha Residency"**.

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(n) The Purchaser/s shall be required to park his / her / their vehicle/s in the parking spaces only as far as below the apartment under sale for the entire parking is the **"common as a whole"**. And the entire parking is a one of the crucial common asset as a whole, it should be maintained clean & calm and very importantly the purchaser/s he / she / they shall have mutual understanding to use it sensibly to maintain harmony thereon. The said common parking area is exclusively for use of **"Vastu Pratibha Residency"** Apartment's owner/s only. Relatives/guests/friends/ visitors of the apartment owner/s shall be allowed to park their vehicle/s in the said parking area without violating the rights of parking of Apartment Owner/s thereon, if so it shall be disallowed.

(o) The Purchaser/s shall not give any outlet for drainage of water from Air Conditioning units in any common area and shall join such outlet to the existing outlet laid through duct / sewerage / water pipe or others.

20. That, the purchaser / s also be liable to pay/Share money / Maintenance deposits, etc. in respect of resolutions laid down by the Association, timely. The purchaser shall also observe, respect, act and perform all the stipulations and conditions laid down by the Association regarding the occupier and the use of apartment in the building and shall pay and contribute sincerely, regularly and punctually towards the common bills, taxes and other outgoings misc, expenses in accordance with the terms of this agreement.

21. That, the purchaser / s will be also liable to bear and pay all service or sales tax, local taxes, water charges, electric Meter bill/charges and such other levies, if any, which are imposed by the concerned authorities as individual & common.

22. That, the purchaser /s shall not cause any structural changes in the apartment purchased by him / her / them at any time and in case any damage is caused to the buildings on account of negligence of default of the purchaser/s, the purchaser/s shall be liable for the consequences of the breach. But however, he / she / they will be at liberty to do interior decoration, furniture, fixtures, etc. as desired by him at his / her / their own cost and labour after receiving physical possession of the apartment under sale but without demolishing the apartment or alteration of thereof, nor any alteration in the elevation & external colour scheme and in pursuance to the bye laws of the **"Vastu Pratibha Residency"**. The purchaser / s shall keep in position of the water supply, sewers, drainage lines in the apartment and appurtenances thereto in good tenable and hygienic condition.

That, the purchaser / s shall not be entitled to put any construction, either permanent or temporary in the restricted open space, common open space nor can obstruct to the underground water pipeline, drainage line and cables etc.

23. That, before obtaining possession or at the time of booking of the apartment/s, the purchaser has to pay other charges as agreed. The Builder / Developer is providing the bare unit at the agreed consideration as unit cost. As such before obtaining possession, the purchaser / s has to pay his other charges on account of service charges, Association formation charges, legal charges, emulation of property charges, water supply deposits and individual water connection charges (if provided by corporation in future), electricity connection charges including deposit and any such other charges which shall be necessitated shall be paid separately by the individual unit owner of **"Vastu Pratibha Residency"** Apartment.

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24. That, the business of floor mill, meat shop, wine shop and / or stocking/stacking of meat, liquor, explosives, hazardous goods, un-prescribed sedative drugs, etc. is strictly be prohibited in the building **"Vastu Pratibha Residency"** & within it's plot premises.

25. That, draft of this deed has been given to understand to the purchaser / s through his / her / their solicitor/advocate before execution and both the parties have gone through, read it properly, keenly, translated to them in their mother tongue, understood and thereafter signed the same without any pressure with sound mind and without any undue influence.

26. That, this document **"Agreement of Sale"** is executed under the jurisdiction of the Courts of Aurangabad (Maharashtra State) and any dispute arising out of this agreement will be interpreted and dealt within the same jurisdiction only

SCHEDULE "A"

All that piece and parcel of property i.e. plot of non agricultural land bearing Plot No. 02, admeasuring 866.25 Sq.M. from Gut No. 24, Itkheda, Tq. & Dist. Aurangabad and this plot is bounded as below.

TOWARDS EAST	:-	36.00 Mtr. Wide D. P. Road
TOWARDS WEST	:-	Open Space
TOWARDS SOUTH	:-	Plot No. 03
TOWARDS NORTH	:-	07.50 Mtr. Wide D. P. Road

SCHEDULE – "B"

Apartment No. 11, Built up Area admeasuring **51.837 Sq. M.,** (Super Built Up area 91.878 which including the area of Boxes, Balconies, all common utility & amenity area etc.), at **Stilt second Floor** in **"Vastu Pratibha Residency"** forming part of aforesaid Plot (more specifically mentioned in the aforesaid Schedule **"A"**) and is bounded by :-

East	: -	Side Margin & 36 M.W DP Road
West	: -	Corridor & Apartment No. 10
North	: -	Side Margin & Road
South	: -	Apartment No. 12

SCHEDULE "C"

CONSTRUCTION SPECIFICATIONS : - APARTMENTS

Type Of Structure	:-	Earthquake resistance RCC Framed Structure.
Brickwork	:	External 6" & Internal 4" thick.
Plaster	:	External Double sand faced- & Internal Sanla finish Plaster
Flooring	:	24" x 24" Vitrified Tiles with 3" Skirting.

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In W/c & Bath	:	Anti-skid flooring.
Tiles in Daddo (wall)	:	Concept Designed Ceramic tiles (8'x10") in bathroom / Toilet up to door height, in Kitchen Ceramic tiles - up to door height, on Kitchen Platform only. Window sills- green marble & at parking PCC in CC 1:4:8.
Kitchen Platform	:	Total Length - 10'00 Maximum & of Width – 2'3" Maximum.
Kitchen Top	:	Green Marble with branded16" x 18" SS Sink
Doors Frame	:	Frame : One Teakwood of main door (secn 6"x4") All others – RCC.
Doors Panels	:	Main – Teakwood Other – One side Laminated Flush doors.
Plumbing	:	ISI Marked GI & Upvc,
CP Fittings	:	Branded SS Fittings
Electrification	:	ISI Marked Concealed wiring with 4.5 points In each room & one power Plug point in Kitchen & Bathroom. One TV & a Telephone point in Living / Hall.
Lift	:	Branded 4 member capacity with generator Back-up
Security	:	CC TV cameras at Parking only.
Coloring	:	External – Quality Cement Paint. Internal – Quality OBD MS. Work – Oil Paint

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT TO SALE ON THE DATE AND YEAR MENTIONED HEREINABOVE AT AURANGABAD.

1. **Dr. Mr. Anand S/o Amrutrao Deshpande (HUF)**
2. **Dr. Mr. Deepak S/o Anantrao Waghmare,**
3. **Dr. Mr. Vilas S/o Narsingrao Tonge,**
   Through their Power of Attorney
   Mr. Sunil S/o Dayanand Dhilpe

OWNER / PARTY OF FIRST PART



of the Jt.Sub-Registrar
Aurangabad



Mr. Sunil S/o Dayanand Dhilpe
(Prop. of M/s Vastu Pratibha Developers & Builders)

DEVELOPER & BUILDER / PARTY OF SECOND PART

1. Mr. Eknath S/o Pandharinath Mundhe.



2. Mrs. Saraswati W/o Eknath Mundhe.

PURCHASERS / PARTY OF SECOND PART



WITNESSES:-

1. Mr. Appasaheb S/o Bhanudas Shinde
Age:- 33 Yrs., Occ.:- Private Job
R/o.- Phatangde Farm House, Silk Mill Colony,
Behind Railway Station, Hamalwada,
Aurangabad.



2. Mr. Laxman S/o Sudhirrao Sirdeshpande
Age:- 32 Yrs., Occ.:- Private Job
R/o:- Saraswatinagar, Old Pedgaon Road
Parbhani.- 431401.



3) Shweta Eknath Mundhe
Age: 22
Address: Pt NO. 47, Eknath Nagar
Peer Bazar, Osmanpura Abd.





