

AGREEMENT OF SALE

Agreement of sale of Flat No. in **the building ____ in the scheme “VEDMANTRA”** Situated at Garkheda, Aurangabad, the stamp, value of Rs._ - and actual sale value Rs. /- Zone Sq.Mt.

This agreement to sale is executed today on th day of at Aurangabad,

BETWEEN,1.M/s. Shree Laxmi Nrusinha Constructions,
A Proprietary firm, having registered
office at Flat No. 16,17,18 Udyog shree Building ,Sutgirmi chowk,
Garkheda Aurangabad.

Through Its Proprietor:-

Shri. Rajesh s/o. Baburao Dole,
Age. 43 Years, Occ. Business
R/o.Garkheda Parisar, Aurangabad.

2. Mr. Radheshyam Deokishan Chandak,

Age:- 62 years, Occ:- Business,
R/o. Chikhali Road, Buldhana.

(Hereinafter called as **OWNERS/VENDORS** which expression shall mean, includes all their legal heirs, executors, administrators and assignees etc.)

AND

Mr.

Age : Years, Occ.

R/o.:

PAN No.

(Hereinafter called as **FLAT PURCHASER** which expression shall mean and include all his/her heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS the Property Gut No. 8/1 CTS no. 15298/Part situated at Garkheda Aurangabad is owned and possessed by owner/vendor and they purchased the same under the sale deed bearing no. 2828/2011 dated 28.07.2011 registered at the office of sub-registrar Aurangabad and on the basis of registered sale deed, name of Owners/Vendors came to be mutated in CTS record vide mutation entry bearing no. 14194 Dated 24/08/2011.

ANDWHEREAS, the Owners/Vendors decided to develop above property and accordingly they prepared plan for part development of the property and got sanction building permission from Aurangabad Municipal Corporation vide permission no. 646/2012-13 dated 18/09/2012 in file no. 80/17/2012-13 and have also commenced construction accordingly.

AND WHEREAS, Declaration U/Sec.2-A of Maharashtra Apartment Ownership Act 1970 is executed and registered at Sr. No.552/2013 at the Office of Sub-Registrar Aurangabad on 16/02/2013 and thereby the Proposed buildings to be known as **“VED MANTRA A”** **“VED MANTRA B”** **“VED MANTRA C”** are submitted to the provisions of Maharashtra Apartment Ownership Act 1970.

AND WHEREAS Flat purchaser has gone through all the above referred documents, quality of construction, area of flat, all amenities and personal inspection of flat under sale and thereafter being satisfied, the flat purchaser has agreed to purchase the Flat No. admeasuring Sq.Ft.Carpet Area on Floor and which is specifically described in Schedule-B hereunder and the

Owners/Vendors have also agreed for the same on following terms and conditions.

1. That, the Owners/Vendors agreed to sale the Flat No. _____ admeasuring _____ Sq.Mt.(_____ Sq.Ft) Carpet Area located on _____ Floor of the building known as Ved Mantra “____” to the purchaser for the total consideration of Rs. _____ }out of which the purchaser has paid the amount of Rs. _____/- { Rs. _____ Only } to the Owners/Vendors as part payment as under :-

S .	Cheque. No	Date	Amount	Bankers
1 .				
2 .				
3				

As such Owner/Vendor hereby acknowledges the receipt of the same. The remaining amount of consideration out of Rs. _____/- i.e. Rs. _____Rs Only will be paid by the purchaser to the Owner/Vendor No. 1 (On A/c of Shree Laxmi Nrusinha construction) within 5 months from today.

OR AS PER FOLLOWING SCHEDULE

1.Booking Amount	25%
2.Completion of Plinth	20%
3.Start of slab	20%
4.Completion of slab	20%
5.Start of brick work	05%
6.Start of plaster	05%
7.Possession	05%

2. That the time for payment of remaining amount of consideration is treated as essential terms of this contract. It is well understood that because of non-payment of remaining amount of consideration on the scheduled time, the construction of the entire project as well as the Flat under sale is likely to hamper. If the purchaser fails to pay the stipulated amount on the stipulated date, he will have to pay the interest @ 2% per month for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter this Agreement of Sale shall automatically stand canceled without any further notice for the same and the Owners/Vendors will be at liberty to sell the said Flat to anybody. The purchaser will be entitled only for the

refund of 75% amount paid by him up to that date from the Owners/Vendors.

3. That the Owners/Vendors are hereby undertake that the Flat under sale is free from all types of encumbrances and it is not subject to any mortgage, lease, lien, agreement nor they obtained any loan of any Government financial Institution, or by private party on the same, . If any dues on the Flat under sale are found, the Owners/Vendors will pay the same.

4. That, the Owners/Vendors have already commenced the work of the construction of the Flat, it will be completed within (8) months from today. However, if the completion of construction is delayed due to any reason, beyond the control of the Owner/Vendor, the period of construction shall automatically be deemed to have been extended, without any written communication.

5. That, the construction of the Flat shall in accordance with the approved plan of Aurangabad Municipal Corporation, but however, the Owners/Vendors shall be entitled to make any modification in the said plan

as deemed necessary, for the just and proper for the construction of the all Flats.

6. That the Construction of the Flat shall be in standard quality material, however the specifications of the material to be used for construction of the Flat under sale and amenities to be provided for the same are given in Schedule-C annexed herewith.

7. That on completion of the Flat, the purchaser shall be given intimation by the Owners/Vendors and within a month from the receipt of the said intimation, the purchaser will have to pay all the dues towards the remaining consideration of the Flat, payment for electricity connection, SLC line charges and payment relating extra items and get the Sale Deed executed in his favour at his own cost and take the possession of the Flat.

8. That from the date of possession of Flat, the purchaser will be bound to pay all the AMC as well local authority and other taxes attributable to the Flat purchased by him, whether assessed separately or not. Similarly from the date of sale deed or possession whichever earlier, the Flat purchaser liable to pay common maintenance charges

without any demur, either he may use or not use said Flat personally or through any buddy claiming through him.

9. That the purchaser shall also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour, and to pay **Rs.150000_-** towards one time society charges & MSEB Charges at actual this amount should be directly deposited in society account and Owners/Vendors have no concern with the same. That the flat purchaser also liable to pay GST @ 12 % in addition to above amount and consideration amount and any other taxes as applicable time to time as per agreed term between the parties to this Agreement.

10. That, after obtaining possession of Flat the purchaser shall not cause any structural change in the Flat purchased by him at any time, but however he will be at liberty to do interior decoration, furniture, fixtures etc. as desired by him at his own cost.

11. That after obtaining the possession of the Flat, the purchaser shall use the Flat in such a fashion that it will not cause any obstruction or interference to the other occupiers or the other Flat purchasers in the said building

or in other adjacent buildings either because of his/her own conduct or conduct of his/her family members or any person visiting them or claiming through him.

12. That, the purchaser after obtaining the possession of the Flat shall not cause any such act thereby causing any damage to the RCC structures, common walls or other items and thereby cause any damage to the other Flat or any area of common areas and facilities.

13. That all intimation required under the agreement as deemed necessary shall sent under Speed Post to the purchaser on the address given above and the said posting shall be deemed to be sufficient service.

SCHEDULE –A

All that part and parcel of the property Gut No. 8/1, CTS no. 15298 admeasuring 10,700Sq.Mt. situated at Garkheda Aurangabad bounded by:

Towards East :- Survey No. 09

Towards West: - Nala

Towards North: - Part of Land survey no. 08

Towards South: - Nandi gram society

SCHEDULE- B

All that part and parcel of Flat No._) in the building
 Known as “_Ved-Mantra_”, admeasuring _____Sq.Mt.
 Carpet Area (Sq.Mt. area) on_____, consisting rooms and
 WC, Bath on in _____ constructed on above
 property, bounded by:

TOWARD EAST :-

TOWARD WEST :-

TOWARD SOUTH

TOWARD NORTH :-

SCHEDULE-C **SPECIFICATIONS OF CONSTRUCTIONS FOR** **FLAT**

STRUCTURE	:-	RCC framed structure.
WALLS	:-	Outer walls 6” brick inner 4” brick.
PLASTER	:-	Internal plaster in neeru finish and external double coat sand plaster.

DOORS	:-	Main door: Teakwood framed. Other door: Pre-cast frame oil painted commercial flush door.
KITCHEN OTTA :-		Kadappa with Marble Top with SS Sink.
PLUMBING	:-	Concealed G.I. type with C.P. Fittings.
FLOORING	:-	In all rooms 2' X 2' joint free ceramic tiles.
GLAZED TILES :-		In W.C. glazed tiles up to 4 Ft. Height. In Bath Colored designed tiles up to 7 Ft. In Kitchen Colored deigned up to 4 ft. above otta.
WINDOWS	:-	Powder coated Aluminum three track sliding windows with safety M.S. Grill and mosquito net.
ELECTRIFICATIONS :-		In Concealed electrification of copper wiring room 3.5 points in each room and power point in kitchen, bathroom with TV & Telephone point.
PAINTING	:-	Oil bond Distemper from inside and cement paint from outside, white wash to Ceiling, oil paint to doors and window grills.

IN WITNESSTH WHEREOF, THIS AGREEMENT TO
| SALE IS EXECUTED ON ____ OF ____ AT
AURANGABAD.

OWNERS/VENDORS

M/S. LAXMI NRUSINHA CONSTRUCTIONS

Through its Proprietor

RAJESH BABURAO DOLE

RADHESHYAM DEOKISHAN CHANDAK

THROUGH G.P.A. MR. RAJESH BABURAO DOLE

FLAT PURCHASER

Mr. _____

WITNESSES

1.

AGE. OCC.

R/O.

2.

AGE.

OCC.

R/O.