

Annexure A

See Rule 10(1)

AGREEMENT TO SALE

(Unit No. F-1 adm. 55.61 Sqm., on First floor at “TRIDAL-II Apartment”,
CTS No. 2958 to 2961, Naralibag, Aurangabad)
(Zone No.____) (Government Valuation Rs. _____/-)
(Actual Consideration Rs. _____/-)
(Stamp Duty 6% Rs. _____/- and Reg. Fee 1%Rs. _____/-)

**This Indenture of Agreement to Sale is Made and Executed on this ____ Day of
November, 2022 at Aurangabad**

BETWEEN

Ajantha Education Society through its President

Shri. Rangnath Baburao Kale,

Age :- 62 years; Occupation :- Agriculture

R/o:- Vikasnagar, Osmanpura,

Aurangabad.

Aadhaar Card No. _____,

Pan No. _____.

Through their GPA

1. Shri. Shodhan Yashwant Joshi

2. Shri. Nagesh Govindrao Kunjar

Partners of M/s. Trishul Construction

Hereinafter collectively called and referred to as “Owner / Vendor” (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include all **their** successors, heirs, executors, administrators and assigns etc.) **of FIRST PART.**

AND

M/s. Trishul Constructions, having its registered office at 101, “Veer Shanti”, Kranti Chowk,
Tq. and Dist. Aurangabad.

Through its authorised Partners

1. Shri. Shodhan Yashwant Joshi

Age: 66 Years, Occupation:- Business,

R/o:- 28. Jay Nagar, Osmanpura, Aurangabad.

Aadhaar Card No. _____,

PAN No. _____.

3. Shri. Nagesh Govindrao Kunjar

Age: 39 Years, Occupation:- Business,

R/o:- 8. Ex-Serviceman Colony, Nageshwarwadi, Aurangabad.

Aadhaar Card No. _____,

PAN No. _____.

Hereinafter called and referred to as the “**Builders / Developers**” (which expression unless repugnant to the context or meaning thereof shall deemed to include **their** heirs, successors, representatives, executors, agents and assignees).

...PARTY OF THE FIRST PART;

AND

Mr. _____,

Age: _____ years, Occupation: _____;

R/o:- _____.

Aadhar No. _____,

Pan No. _____.

Hereinafter referred to as the “**Purchaser/s**” (which expression unless repugnant to the context or meaning thereof shall deemed to include **his/her/their/it** heirs, successors, representatives, executors, agents and assignees).

...PARTY OF THE SECOND PART;

WHEREAS, the Owner / Developers have assured and represented that the owner is absolute and exclusive owners and possessors of the **Unit No. 101 built-up area adm. 78.57 Sqm., and Carpet area adm. 58.87 Sqm. (Include Common area adm. 8.81 and Parking area adm. 17.06 Sqm.) on First floor in the building known as “TRIDAL-II Apartment” constructed on forming part of CTS No. 2958 to 2961, situated at Naralibag, within the Aurangabad Municipal Corporation, Aurangabad** (the land where said scheme is developed more particularly described in the Schedule-I) hereinafter called and referred to as “the said Plots” and (Unit No. 101 is more particularly described in the Schedule-II hereunder written) Hereinafter called and referred to as the “Said Unit”;

AND WHEREAS Shri. Mohan Dagadu Dhimar was the original owner and possessor of land adm. 364.30 Sqm. of CTS No. 2958, land adm. 358.10 Sqm. of CTS No. 2959, land adm. 351.00 Sqm. of CTS No. 2960 and land adm. 343.70 Sqm. of CTS No. 2961, all lands situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad and his name mutated in the CTS No. 2958, CTS No. 2959, CTS No. 2960, and CTS No. 2961 respectively by local inquiry in the year of 1972.

AND WHEREAS names of 1. Shri. Mannalal Hiralal Agrawal and 2. Smt. Parvatibai Harilal Dimbar mutated in Property Cards of land adm. 364.30 Sqm. of CTS No. 2958, land adm. 358.10 Sqm., CTS No. 2959, land adm. 351.00 Sqm. CTS No. 2960 and land adm. 343.70 Sqm. of CTS No. 2961, all lands situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad respectively vide order passed by Honourable Superintendent Land Record Appeal No. 137 dated 09-Jul-1982.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society purchased the land adm. 364.30 Sqm. of CTS No. 2958, land adm. 358.10 Sqm. of CTS No. 2959, both lands situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad from Shri. Mannalal Hiralal Agrawal vide Sale Deed dated 19-Feb-

1976 registered in the office of Sub-registrar, Aurangabad at daybook Sr. No. 458. According to said Sale Deed, name of Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society mutated as owner and possessor thereof vide mutation dated 09-Aug-1985.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society purchased the land adm. 351.00 Sqm. of CTS No. 2960 and land adm. 343.70 Sqm. of CTS No. 2961, both lands situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad from Shri. Mannalal Hiralal Agrawal vide Sale Deed dated 30-Dec-1976 registered in the office of Sub-registrar, Aurangabad at daybook Sr. No. 8236. According to said Sale Deed, name of Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society mutated as owner and possessor thereof vide mutation dated 15-Jun-1994.

AND WHEREAS that, name of Smt. Parvatibai Harilal Dimbar deleted on 05-Jul-1994 from CTS No. 2958, CTS No. 2959, CTS No. 2960 and CTS No. 2961, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad vide order dated 11-Dec-1986 passed by Hon'ble District Court, Aurangabad in Civil Petition No. 131/1986 and order dated 07-Jul-1992 passed by Hon'ble High Court of Bombay bench at Aurangabad in Second Appeal No. 167/1988.

AND WHEREAS that, Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Development Agreement in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau. Surekha Ashok Patil in respect of land adm. 364.30 Sqm. of CTS No. 2958, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at daybook Sr. No. AGG-2-3721-2000 dated 14-Jun-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Irrevocable General Power of Attorney in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau. Surekha Ashok Patil in respect of land adm. 364.30 Sqm. of CTS No. 2958, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at daybook Sr. No. AGG-2-3722-2000 dated 14-Jun-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Development Agreement in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau. Surekha Ashok Patil in respect of land adm. 358.10 Sqm. of CTS No. 2959, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at daybook Sr. No. AGG-2-3723-2000 dated 14-Jun-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Irrevocable General Power of Attorney in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau.

Surekha Ashok Patil in respect of land adm. 358.10 Sqm. of CTS No. 2959, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at daybook Sr. No. AGG-2-3724-2000 dated 14-Jun-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Development Agreement in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau. Surekha Ashok Patil in respect of land adm. 351.00 Sqm. of CTS No. 2960, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at daybook Sr. No. AGG-2-1760-2000 dated 13-Mar-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Irrevocable General Power of Attorney in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau. Surekha Ashok Patil in respect of land adm. 351.00 Sqm. of CTS No. 2960, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at daybook Sr. No. AGG-2-1761-2000 dated 13-Mar-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society executed Development Agreement in favour of M/s. Trushul Construction Through its Partners 1. Shri. Shodhan Yashwant Joshi, 2. Shri. Nagesh Govindrao Kunjkai and 3. Sau. Surekha Ashok Patil in respect of land adm. 343.7 Sqm. of CTS No. 2961, situated at Mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is registered in the Sub Registrar, Aurangabad at day book Sr. No. AGG-2-1762-2000 dated 13-Mar-2000.

AND WHEREAS Shri. Rangnath Bapuraoji Kale President of Ajanta Education Society through Power of Attorney M/s. Trishul Construction obtained the Occupancy Certificate from Aurangabad Municipal Corporation, Aurangabad vide its outward No. Mun. Corp./Naravi/50/17/2016-17 dated 25-May-2016.

AND WHEREAS, the Owner / Developers have assured and represented that the title of the Developer over the Said Unit is clear, marketable and free from encumbrances, claims and charges, and the Said Unit, is not subject matter of any acquisition, requisition or litigation, and he has not entered into any agreement / understanding with any third person for transferring of the Said Unit and they are fully competent to sale the Said Unit.

AND WHEREAS, the Owner / Developers have assured and represented that the Said Unit is their absolute property and no one else has any right, share or interest in the Said Unit. The Purchaser after verifying all the title documents through their advocate, decided to purchase the said unit;

AND WHEREAS, after negotiations the Owner / Developers have decided to sale the Said Unit and purchaser has decided to purchase the said unit for a total consideration of **Rs.** _____/- (Rupees _____ only).

NOW THEREFORE THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:

The recitals contained herein above shall form and be treated as integral part of the operative portion hereof.

1. The Owner / Developers hereby, agrees to sell, transfer and/or otherwise convey in the manner hereinafter mentioned, all that **said Unit No. 101 built-up area adm. 78.57 Sqm., and Carpet area adm. 58.87 Sqm. (Include Common area adm. 8.81 and Parking area adm. 17.06 Sqm.) on First floor in the building known as “TRIDAL-II Apartment” constructed on forming part of CTS No. 2958 to 2961, situated at Naralibag, within the Aurangabad Municipal Corporation, Aurangabad** in favour of the **Purchasers**, subject to the terms and conditions hereof, and the **Purchasers** agrees to acquire and purchase the same from the Owner / Developer, for and at the lump sum all-inclusive price of Rs. _____/- (Rupees _____ Only), out of which the **Purchasers** have paid Rs. _____/- (Rupees _____ Only) towards part consideration, to the Owner / Developers as under:-

Sr. No.	Cheque	Bank	Date	Amount in Rupees
1				
2				
Total Rupees _____ Only				

2. The **Purchasers** shall pay the balance consideration of Rs. _____/- (Rupees _____ Only) to the Owner / Developers by account payee cheques :

Sr. No.	Installment agreed to be paid by Cheque / Demand Draft	Percentage in balance consideration	Amount in Rupees
1.	to be paid before registration of the present Agreement	10%	
2.	to be paid on or after or the execution of Agreement	20%	
3	on Plinth / Foundation Stage	10%	--
4.	On or before 1st Slab	5%	--
5.	On or before 2nd Slab	5%	--
6.	On or before 3rd Slab	5%	--
7.	On or before 4th Slab	5%	--
8.	On or before 5th Slab	5%	--
9.	On or before 6th Slab	5%	--
10.	on completion of walls, internal plaster,		--

	floorings, door & windows, Sanitary fittings, staircases, lift wells, lobbies up to the floor level on the Apartment	5%	
11.	on completion of the external plumbing and externalplaster, elevation, terraces with waterproofing of the building or wing in which the Apartment	10%	--
12.	on completion of the lift, water pump, electrical fittings, electro, mechanical and environments requirements, entrance lobby/s, plinth protection, paving of areas appertain and all another requirements as may be prescribed in the agreement of sale of the building or wing in which the said Apartment	10%	--
13.	At the time of handling over the possession of the Apartment to the Allotted on or after receipt of occupancycertificate or completion certificate.	5%	
Total Rupees _____ only			

The amount to be paid by the **Purchasers** to the Developers as agreed to above, time shall be the ESSENCE OF THE CONTRACT. In case the **Purchasers** fails to pay the above agreed installments then he will be liable to pay -- PM interest on the due amount of installment and in that case this agreement can be cancelled at the option of Owner / Developers and the Purchasers will have no any right on the said unit.

The Owner / Vendor / Promoter shall construct the said building/s on the project land in accordance with the plans, designs & specifications as approved by the concerned local authority from time to time. Provided that the Owner / Promoter shall have to obtain prior consent in writing of the Allottee / Purchaser in respect of variations or modifications which may adversely affect the Flat/s of the Allottee / Purchaser except any alteration or addition required by any Government authorities or due to change in law. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

3. The Promoter shall give possession of the Apartment to the Allottee on or before day of 20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
- (i) war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Without prejudice to the right of promoter to charge interest in terms of above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the

Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

4. The Owner / Developers shall execute Sale Deed and handover possession thereof, to the **Purchasers** after the **Purchasers** have paid the entire agreed consideration and other charges mentioned hereinabove to the Owner / Developer.
5. The Owner / Developers has assured that on taking possession of the said unit, which is more particularly described in Schedule hereunder the **Purchasers** will be entitled to occupy the same without any claim or interruption from anybody else claiming under the Owner / Developer.
6. The Owner / Developers has assured and represented that he is exclusive Owner and possessor of the said unit, which is more particularly described in Schedule-II written hereunder and his title over the said unit is clear and marketable.
7. The Owner / Developers shall provide electricity connection, water connection etc. to the **Purchasers** at the time of handing over possession of the said unit subject to the **Purchasers** paying the amount as mentioned below.
 - A. All the charges necessary for obtaining electricity supply, water connection including deposit etc.
 - B. Legal expenses excluding stamp duty and registration for execution and registration of Agreement to Sale and Sale Deed.
 - C. In case in future any maintenance required for building structure, lift, overhead and underground tank, common lights, electricity meter and motor, it shall be contributed additionally by the unit owners.
8. That the unitted building shall be governed by the provisions of Maharashtra Apartment ownership Act, and all the terms and conditions mentioned in the deed of declaration referred above will be applicable to the Purchaser.
9. The unit **Purchasers** will be bound to be the member of the association and they will have to pay membership fees and also have to pay regular subscription of the association. The unit **Purchasers** will be liable to pay the share in the common expenses of maintenance of the building as a whole and common spaces staircases sweeping cleaning etc.
10. That from the date of possession of unit the **Purchasers** will be bound to pay all the municipal taxes and other taxes attributable to the unit purchased by them whether assessed separately or not.
11. That the Owner / Developers will have to provide independent Water Connection and MSEDCL Electric connection to the unit under sale, but all the required charges of Water department and MSEDCL for the same will be borne by the **Purchasers**. The Owner / Developers will provide one common lift and common Parking space on the ground floor, for all unit owners.
12. That the unit **Purchasers** after taking possession of the unit shall not cause any such act thereby causing any damage to the building as a whole and the RCC framework, elevation of the building, or any walls, drainage connection electric connections water

lines etc.

13. The **Purchasers** agrees to abide by the rules and regulations or byelaws in aforesaid Deed of Declaration and other laws framed from time to time by the condominium of Apartment Owners and to pay their share in the common expenses and common repairs to the entire building. The **Purchasers** also agrees to use their apartment / unit in a manner which will not cause any nuisance, annoyance or obstruction or hindrance to the other Apartment Owners in the building or to the neighbors in the locality.
14. The **Purchasers** as apartment owner agrees to maintain interior of their apartment in a good state of repairs and not cause any damage to be done to any of the common supports, common-roofs, or common floorings of the building. The **Purchasers** agrees that the exterior of the apartment shall be colour washed by the Association of the apartment Owners and that they have no right to colour wash the exterior of the apartment / unit in any manner they likes and they agree to confirm with the colour scheme of the entire building so far the exterior is concern.
15. The **Purchasers** agrees that they have no right to put any posters or sign-boards on the exterior of their apartment without written permission of Owner / Developers or Association of the Apartment Owners.
16. The **Purchasers** as apartment owner agrees to get their apartment / unit assessed separately from Aurangabad Municipal Corporation, Government / Semi Government Department and to pay and keep on paying the taxes so assessed in respect of their apartment after obtaining possession. they also agree to pay pro rata share in the taxes assessed in respect of the common areas and common supports available to the entire “Tridal-II Apartment” condominium of apartment Owners and they agrees to pay and keep on paying the same to the condominium whenever called upon so to do.
17. In addition to the payment of their share of the taxes applicable in respect of the common areas and common supports, the **Purchasers** agrees to pay their share of the maintenance charges of the entire building assessed and levied by the Association of the apartment Owners and they is agree that the amount so payable shall rank as a first charge after the statutory charges or burdens in respect of taxes and other dues payable either to the Central / State Government or to the Aurangabad Municipal Corporation and / or Aurangabad Municipal corporation and the Association of the apartment Owners shall be entitled to proceed to recover the same from the apartment Owners who fails or avoids to pay the same for any period of three months and shall also render themselves liable to pay interest in lieu of damages on the outstanding amount at the rate of 2% percent per month computed from the date on which such amount becomes due for payment and the same shall be recovered from them by the Association.
18. The **Purchasers** as apartment Owner agrees to abide by the rules and regulations of the

Deed of Declaration and framed time to time by the Association as also to abide by all bye-laws if any framed by the Association.

19. The **Purchasers** as apartment Owner agrees not to change the user of the apartment from residential to any other purpose without obtaining prior permission in writing from the Owner / Developer. The **Purchasers** places on record that they are aware that the Owner/Developers retained to themselves the right of constructing additional apartments either for residential purposes in the additional floor and also to dispose the same to the intending **Purchasers** to be held by such **Purchasers** as apartment under the Apartment Ownership Act and that on such construction and sale of apartment the pro rata share of the **Purchasers** herein in respect of common facilities and in respect of their share of the common expenses is likely to alter and they agree to accept such alteration without being required to enter into any separate agreement for such alteration of their pro rata rights or obligations, also they shall not be entitled to raise any objections in this regard.
20. The Owner / Developers shall clear all the Municipal Taxes and Land Revenue in respect of the Said Unit due, outstanding and/or payable to Government, Semi-Government or any other authority until the handing over the possession.
21. All the expenses in present or in future relating to such conveyance such as stamp duty, registration fees, applicable GST and other incidentals expenses shall be borne and paid by the **Purchasers** in addition to the agreed consideration, owner or Developers will not be liable for the same.
22. The Owner / Developers have agreed to execute the Sale Deed in the name of the **Purchasers** and/or their nominees, as may be required by the Purchaser.
23. Provided that the Promoter/Vendor shall have to obtain prior consent in writing to the Unit Purchaser in respect of variations or modifications which may adversely affect the Unit of the purchaser except any alteration or addition required by any Government authorities or due change in law.
24.
 - a. If within a period of five years from the date of handing over the Apartment to the Unit/Unit Purchaser, the Unit/ Unit Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost.
 - b. Provided however, that the Unit/ Unit Purchaser shall not carry out any alterations of the whatsoever nature in the said Unit of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Unit/Unit. Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the

written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

c. That it shall be the responsibility of the Unit/Unit Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Unit are regularly filled with white cement/epoxy to prevent water seepage.

d. Further where the manufacturer warranty as shown by the developer to the Unit/Unit Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/phase/wing, and if the annual maintenance contracts are not done/ renewed by the Unit/Unit Purchaser/s the promoter shall not be responsible for any defects occurring due to the same.

e. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.

f. That the Unit/Unit Purchaser has been made aware and that the Unit/Unit Purchaser expressly agrees that the regular wear and tear of the unit/ building/ phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

g. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Unit/Unit Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

SCHEDULE-I
(DESCRIPTION OF PLOT OF LAND)

All the piece and parcel of land adm. 451.75 Sqm. forming part of CTS No. 2958 adm. 364.30 Sqm., CTS No. 2959 adm. 358.10 Sqm., CTS No. 2960 adm. 351.00 Sqm. and CTS No.

2961 adm. 343.70 Sqm., in all adm. 1,417.1 Sqm., mohalla Naralibag, within the limits of Aurangabad Municipal Corporation, Aurangabad which is bounded as under:

On Towards East	Compound wall of Z.P Quaters,
On Towards West	12.0 Mtr. Wide road.,
On Towards North	Existing Construction in the CTS No. 2958 to 2961,
On Towards South	9.0 Mtr. Wide road,

SCHEDULE-II

(Description of the said “UNIT”)

All that piece and parcel of the **Unit No. 101 built-up area adm. 78.57 Sqm., and Carpet area adm. 58.87 Sqm. (Include Common area adm. 8.81 and Parking area adm. 17.06 Sqm.) on First floor in the building known as “TRIDAL-II Apartment” constructed on property described in the schedule-I together with MSEB electricity meter, easements, appurtenances, common and other incidental rights thereto.**

On or towards East : _____,
On or towards West : _____,
On or towards South : _____,
On or towards North : _____.

IN WITNESSES WHEREOF THE OWNER / DEVELOPERS AND THE PURCHASER/S hereto have hereunto put their respective signatures on the day and year first hereinabove written.

Owner / Vendor i.e. Ajantha Education Society through its President Shri. Rangnath Baburao Kale through their GPA holder 1. Shri. Shodhan Yashwant Joshi and 2. Shri. Nagesh Govindrao Kunjar partners of M/s. Trishul Construction.

The Builders / Developers i.e. M/s. Trishul Construction through its authorised partners 1. Shri. Shodhan Yashwant Joshi and 2. Shri. Nagesh Govindrao Kunjar

Purchaser/s

Shri. _____

Witnesses:

1. _____,
Age : ____ Years, Occu. _____,
R/o. _____.

2. _____,
Age : ____ Years, Occu. _____,
R/o. _____.

Annexure
SPECIFICATIONS

STRUCTURE	:	RCC frame structure with modern design techniques and concrete.
WALLS	:	Outer Brick Wall : 6 Inch thick, Inner wall : 4 Inch thick
FLOORING	:	All rooms vitrified tiles flooring Toilets – dado up to 7'.0" height.
KITCHEN	:	Kitchen platform in green marble with stainless steel sink.
DOORS	:	<u>Main door</u> – Teakwood Door with Teakwood frame, <u>Internal Doors</u> – Flush Doors with cement frame, <u>For toilets</u> – Flush Doors with cement frame,
LIFT	:	One Common Lift.
WINDOWS	:	Two track powder coated aluminum sliding windows and protective MS safety grills.
TOILET	:	i) Anti Skid flooring and at bottom, ii) European / Indian Pan in Toilet, iii) One Common Wash Basin.
PLUMBING and SANITATION	:	CPVC pipe fitting, One Shower and One Mixer cock in toilet / Bathroom attached to master bedroom.
ELECTRICAL	:	Concealed wiring with electric points in all rooms. One common electric meter for common consumption of electricity for all common areas and water pump.
PAINTING	:	Living Hall and other rooms :- Good quality paint, Oil Paints for doors frames, shutters and grills.
WATER SUPPLY	:	AMC water supply with adequate storage capacity. One Bore well for water conservation. One overhead tank provision and one underground tank with electric motor thereon.