

ORIGINAL ON STAMP OF  
RUPEES TEN NO.  
DATED

AGREEMENT

THIS AGREEMENT made At AURANGABAD.  
BETWEEN

M/s. JAIN CONSTRUCTIONS,  
Gomtesh Road, Diwan Deodi, Aurangabad-431 001.

a partnership firm, Registered under Indian Partnership Act and which is herein after referred to as 'the seller' (which expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include the partners of this firm, their heirs, executors, administrators and assigns) of the ONE PART, AND

Name - Shri - Pramod Pandharinath Deshpande

Age - 33 years. Occupation - Service.

Address - Sheetal Mata Road

At. post. Tal. Kannad, Dist. Aurangabad.

herein after referred to as 'the purchaser' (which expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors administrators and assigns) of the OTHER PART.

WHEREAS the seller has promoted a scheme for construction of Flats and other structures in Proposed "PALASHA APARTMENTS" construction Scheme, which is herein after referred to as the 'said Complex'.

The construction of the said complex has already been started on the land, detailed in Schedule First attached herewith, which land is hereinafter referred to as the 'said land'.

AND WHEREAS the purchaser came to seller, the purchaser after making enquiries & examination about the schemes of construction, specifications, situation of land and such other relevant matters got allotted the Flat Number 204 on FIRST Floor in the said complex, which Flat/Unit is hereinafter referred to as the 'said Unit'.

AND WHEREAS clear understanding between the seller and the Purchaser about the said unit, construction and related matters required.

NOW THIS INDENTURE WITNESSETH THAT IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. It has been agreed between the Seller and the Purchaser that the Seller to sell the said Unit constructed as per Agreed specifications to the purchaser for an 'Agreed Price' between them Rs. 1,50,000/- (Rupees- One Lakh Fifty thousand only).

For M/S. Jain Constructions,

(Signature)  
The Partner (Sign.)

(Signature)  
The Purchaser (Sign.)

his Agreed Price is exclusive of other liabilities of the Purchaser under the conditions and details of this Agreement. This 'Agreed Price' shall be payable by the purchaser in instalments as explained in conditions Clause Number Twenty of this Agreement.

2. The Purchaser examined and approved the specifications as given in the Schedule Three attached herewith and the plan of the said unit. The purchaser agrees that the Seller may make such variations therein as may be required by any public Authorities.

3. With obtaining prior written permission of the Seller, the Purchaser can cancel his complete deal in respect of the 'said unit'. Then the seller is entitled to allot the said unit to anybody. After one month of such allotment the Seller should refund the amount already paid to him by the purchaser. For delay made thereafter the Seller is liable to pay interest at Eighteen percent per annum from the date of such allotment to anybody as given above in this condition.

4. The possession of the said unit is expected within 18 (Eighteen) month is from the date of this Agreement, subject to timely payment by the purchasers and subject to availability of required building materials, labour problems, Government and Public Authorities controls or any act of God, nature, enemy or other causes.

5. If the purchaser failed to make any payment on Scheduled time whether demanded or Not by the Seller, then the Purchaser shall be liable to pay interest at Eighteen percent per annum on such payment in addition to that particular payment. Before the date of possession as informed by the Seller, the Purchaser shall pay all the amounts and money payable under the conditions of this Agreement to the Seller. Thereafter on executing 'Authority of Possession' the Seller will give possession of the said unit to the Purchaser.

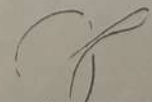
6. In respect of any amount remaining unpaid by the Purchaser under the conditions of this Agreement, the Seller shall have the first lien, charge and right on the said unit, similarly, unless prior written permission from the Seller obtained, the Purchaser shall not let, sub-let, transfer, assign, or part with the said unit.

7. After all the construction on the said land are completed and all the units, structures have been sold or disposed off and the Seller has received all the amounts, money receivable from his all Purchaser, then the Seller to execute conveyance as per his suitability.

8. The Purchaser shall pay all the amounts payable under the conditions of this Agreement as and when they become due and payable. The condition of TIME in this respect being assent of the contract or agreement. On the Purchaser's failure to pay any amount, money due under this Agreement whether formally demanded or not, similarly on the Purchaser's failure to comply with any of the conditions of this Agreement, the seller shall be entitled to terminate this Agreement and entire deal of the 'said unit' and to forfeit the money paid by the Purchaser. Then the Purchaser shall have no rights, interest or claim of any nature whatsoever against the Seller and the said Unit. Upon such termination the seller shall be entitled to re-enter and resume the possession of the said unit, similarly the Purchaser shall forth with-

For M/s. Jain Constructions,

  
The Partner ( Sign.)

  
The Purchaser (Sign.)



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handover the possession of the said unit to the Seller provided the said unit is under the purchaser's Possession. The seller shall be at liberty to allot the said unit to any body or the Seller shall be at liberty to dispose off the said unit as per his will and wish.

9. The Purchaser shall maintain at his own costs the said unit in good condition. The Purchaser shall observe the rules, regulations etc. of the Government, Corporation, Municipality and other authorities and shall be responsible for their actions. The Purchaser is alone responsible for all Taxes of Aurangabad Corporation in respect of his relevant Unit from its completion. On possession the Purchaser to get insured the said Unit for the full value thereof against loss of all calamities.

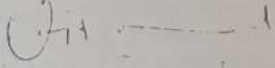
10. a) The purchaser shall pay within one week on demand being made by the Seller-deposits costs etc. required for arrangements like electricity, water etc. b) As per the decision of the Seller, the Purchaser shall pay on demand to the Seller, the Purchaser's share of all expenses described in the Schedule Two attached herewith.

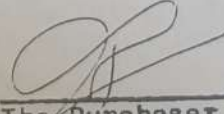
For the purposes of (a) & (b) above before the time of possession of the said unit, the Purchaser shall deposit Rupees Five thousands with the Seller. These deposits shall not bear any interest.

11. On possession, the Purchaser shall not demolish or alter the premises of the said Unit and shall not decorate the exterior of the said Unit. The Purchaser shall not throw dirt, rubbish, garbage or other refuse or permit the same to be thrown out from his premises in the Compound or any portion of the said complex. The Purchaser shall use the said unit in such a manner so as not to cause any inconvenience to others.

12. For the sake of construction, for safeguarding the said land and property and the interest of the Seller, for the complete formation of the Association of Apartment Owners, or similar types of organisation (such Association or Organisation herein after referred to as the 'said Body') similarly for the Purchaser's becoming the member of the said Body, the Purchaser shall personally give all sort of Co-operation and help. For these purposes the Purchaser shall sign and execute all documents, deeds etc. immediately as required by the Seller. All the expenses, that will be required in respect of the matters mentioned above, similarly all the expenses that will be required at the time of conveyance or sale deed in respect of stamp papers, registration and other matters such as fees of lawyers, and other expenses shall be borne by the purchaser alone. The Purchaser shall pay in advance all above given expenses as decided by the Seller within one week after demand being made by the Seller. The Seller shall not be required to contribute anything towards such expenses. The Purchaser's failure to comply with the provisions of this condition clauses shall render this Agreement to come to an end and cancellation of complete deal in respect of the said unit.

For M/S. Jain Constructions,

  
The Partner ( Sign. )

  
The Purchaser ( Sign. )

...4/-



13. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right, title or interest into or over the said land, said Complex, said Unit, or any of the part of the same, which will remain the Seller's property.

14. The Seller shall have right to make changes, alterations, making additional constructions or put up additional structures or floors, as may be permitted and permissible without disturbing the carpet area of the said unit, This right and the work done as per this right, similarly parking, Basement, Garges etc., other all work will remain the property of the seller and the seller can dispose off the same as per his desire. Similarly without disturbing the interest of the Purchaser in respect of the said unit, the Seller shall be at liberty to dispose off his interest, rights, title in the said land and/or in the said complex or in any part of the both as per his desire. The Conveyance Deed shall contain reservations of the aforesaid rights in favour of the Seller.

15. All Correspondence, letters despatched by the Seller to the Purchaser 'Under Certificate of Posting' on the address of the Purchaser given in this Agreement, will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the Seller.

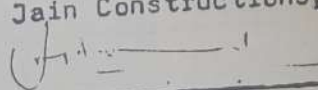
16. If any premium, development tax, betterment charges, sales Tax, taxes on sale of flat or any other taxes, or payment becoming payable by the seller to any authorities, the same shall be borne by all Purchasers in the said complex and the Purchaser shall pay this share as decided by the Seller within Two weeks to the seller.

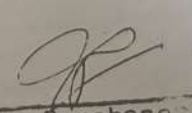
17. With the specific authorities from the Seller to the Purchaser under this condition clause, the Purchaser is undertaking all responsibilities of Registration of this Agreement under all relevant laws and that the Purchaser immediately after the execution of this Agreement make arrangements for Registration and inform forthwith to the seller for the compliance required on the part of the Seller. The seller is not liable for non-registration of this Agreement and consequences arising therefrom. The Purchaser distinctly agrees that if he has any complaints against the Seller, the seller's Scheme or any relevant matters, then the only remedy available to the Purchaser is to follow the course given in the condition clause Number three of this Agreement.

Similarly subject to consent of the financing Body, Wherefrom the Purchaser actually raised finance with the prior written permission of the seller, if the Seller requires (even if without giving any reasons) the expulsion of the Purchaser, then in his own interest, the Purchaser must follow the course given in condition clause number three of this Agreement, within two days, without raising any objection.

17A. Notwithstanding anything to the contrary contained in this Agreement, it is hereby agreed further that the terms and conditions stipulated in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and Rules made thereunder from time to time so far they fix the responsibilities and imposes liabilities on the promotor and the flat holder will be binding on us from the date of this Agreement till the time the Builders convey the land/s together with building/s in favour of the proposed Cooperative Housing Society/Apartment Owners Association or a Limited Company as the case may be.

For M/S. Jain Constructions,

  
The Partner (Sign.)

  
The Purchaser (Sign.)

17B. After Registration of Sale Deed possession of Flat will be given.

18. On possession the Purchaser shall permit the Seller and/or his man to enter into the said unit for examination of the condition of the said unit, similarly for any repairs, maintenance or new work in respect of the gutters, drains, pipes or any part of the said Complex.

19. Any delay or indulgence by the Seller in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser, shall not be considered as waiver on the part of the Seller of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, not shall the same in any manner prejudice the Seller's remedies.

20. The 'Agreed Price' as given in condition clause number one of this Agreement is payable by the Purchaser to the Seller in instalments as under :-

- a) Rupees Thirty thousand at the time of this Agreement.
- b) Rupees Twenty thousand before plinth completion of Building
- c) Rupees Twenty thousand before Ground Floor Column work of Building.
- d) Rupees Twenty thousand before Ground Floor Slab of Building.
- e) Rupees Twenty thousand before First Floor Column work of Building.
- f) Rupees Twenty thousand before First Floor Slab of Building
- g) Rupees Nineteen thousand on commencing Brick work of Building.
- h) Balance Rupees ONE thousand before possession of the said unit.

"Building" Referred in this clause is 'Building Part' of the said complex in which the said unit is situated.

NOTE: The work of Demarcation, levelling, Escavation, Footings etc. etc. construction already completed as per pre determined design of the seller and further construction already in progress, at the time of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT AURANGABAD ON 10th DAY OF MONTH April YEAR 1989.

WITNESS

1. Ram Lakshmi  
Name Ram Lakshmi  
Address New Building  
Aurangabad

2. Shaligram Shinde  
Name Shaligram Shinde  
Address Balipura  
Aurangabad

SIGNATURES

For M/s. Jain Constructions,  
(The Seller).

(Partner)  
(PARTNER)

The Purchaser.



SCHEDULE FIRST -- HERE INABOVE REFERRED TO

In Registration District Aurangabad, Registration Sub District and Taluka- Aurangabad in the Area of Aurangabad Municipality Corporation and out of the Area of Aurangabad Zilla Parishad Property Plot C.T.S. No.20491, Area Maljipura, Near Samarth Nagar, Aurangabad owned by the Seller with boundaries as under :-

In the East - Colony Road,  
In the West - Land Sheet No.91,  
In the South - C.T.S. No.20492,  
In the North - C.T.S. No.20490.

Out of this Flat No. 204 On First Floor  
of the Flat 44.14 Sq. M.

SCHEDULE TWO -- HERE INABOVE REFERRED TO

1. Salaries and benefits to Watchman.
2. The Cost of Common Borewell, Common Sump, tank-the cost and working, maintaining, repairing and replacing charges of water pump or pumps and other charges, costs incurring in relation to water supply requirements.
3. All type of Municipality Taxes, Water charges, Sewerage Charges, and other taxes of Government or public Authorities, similarly cost of changes to be carried in the said complex, as required by any public authorities etc., and Insurance charges of the said Complex.

The cost of Extra facilities provided to the Purchaser of all purchasers in the same complex.

- SCHEDULE THREE HERE INABOVE REFERRED TO -

SPECIFICATION (Relevant to the said Unit)

1. STRUCTURE -  
R.C.C. Frame Structure raised on R.C.C. Column with R.C.C. Roof Slab.
2. BRICK WORK -  
a) Internally - Neeru finished smooth plaster in cement mortar  
b) Externally - Sand faced or Rough plaster externally.
3. DOORS - Suitable commercial flush doors or panelled shutters with commercial ply or particle board for panels with suitable fitting.
4. WINDOWS - Steel Windows with standard section and welded grill. Suitable glass fittings to doors thereof.

For M/S. Jain Constructions,

The Partner (Sign,)

The Purchaser (Sign) .. 6

FLOORINGS - Mosaic tiles flooring will be provided in all rooms of the said unit.

6. ELECTRICAL POINTS -

- a) Front room - One lamp, one fan & one plug point for electrical fittings.
- b) Internal Room - One lamp, one fan and one plug point for electrical fittings.
- c) W.C./Bath Unit - One lamp point, and one plug point, for electrical fittings.
- d) Stair Case - landing - One lamp point.
- e) Stair Case - Switches. for landing points.
- f) Switches - White coloured Switches.
- g) Switch Board - Sunmica Boards or wooden Boards.
- h) Wiring - All wiring in open C.T.S. or in suitable system.
- i) Bell push - To each unit.  
(Separate amount payable for M.S.E.B. Meter as per their rules.)

7. SANITATION PLUMBING WATER SUPPLY -

Water tank at Ground level.

Over head water tank.

Water connection from overhead tank in W.C. /Bath, Unit, Kitchen of each unit.

8. Fan Hooks in habitable Rooms.

9. PAINTING - Externally - Cement paint.  
Internally - a) Walls of the said unit - Attractive dry distemper.  
b) Ceiling of the said unit - White wash.  
c) Wood & Steel work of the flats - Enamelled Oil Paint.

10. KITCHEN OTTA -

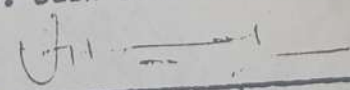
Kitchen Otta with polished Kaddappa will be provided. Space will be provided thereunder for keeping cooking gas cylinder and pots etc.

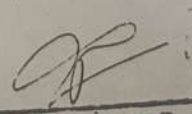
11. SINK -  
Sink or small 'Mori' for washing pots will be provided near Kitchen Otta (Variations in specifications possible).

12. a) Extra charges for additional Specifications, and facilities
12. b) If General Price level or price level of any construction items such as of Cement, Steel, Tiles, Wood, Plumbing items, Bricks, Khadi, Sand and labour Charges, etc. etc. or any type of taxes, levies etc. etc. prevailing at the time of beginning of the Construction of the said Complex goes up by Ten Percent up to the time of completion of the said complex then proportionate increased cost of the 'said unit' shall be payable by the Purchaser to the Seller.

NOTE :- RECEIVED ORIGINAL AGREEMENT THIS AGREEMENT IS CORRECT  
AND COPY OF ORIGINAL AGREEMENT.

For M/s. Jain Constructions,

  
The Partner (Sign.)

  
The Purchaser (Sign.)