

AGREEMENT FOR SALE OF PLOT

Zone no. 13.171

Rate Rs. 1800/- per sq. mtr.

THIS AGREEMENT TO SALE IS EXECUTED TODAY I.E.

THE DAY OF 201 AT NANDED BY :

M/s GVC Developers
Vazirabad, Nanded
[PAN: **AAIFG9740P**]
A Regd. Partnership Firm bearing Regn. No. ABD/2211
Having its Principal Place of Business at
Block No.2-12-74, Subhash Road, Vazirabad, Nanded
Through its Partners,
A] Gangaprasad s/o Rameshwarji Toshniwal
Aged 50 yrs. Occu : Business,
B] Durgaprasad s/o Rameshwarji Toshniwal
Aged 48 yrs. Occu : Business,
C] Sau. Sangeeta w/o Gangaprasad Toshniwal
Aged 46 yrs. Occu : Household & Agriculture,
D] Sau. Uma w/o Durgaprasad Toshniwal
Aged 46 yrs. Occu : Business,
All R/o: Borban, Vazirabad, Nanded.
Above Partner No. B signing this Deed for himself
& also for other three Partners being holder of their
Regd. GPA No. 72/2008 dt. 03.01.2008
(hereinafter collectively called as “*Vendors*”, which
Expression shall unless repugnant to the contexts or
the meaning thereof includes his/their respective legal
heirs, successors in title, partners, or assigns, etc.)

ON THE FIRST PART

IN FAVOUR OF

Age : ____ yrs; Occ.: _____,
R/o : _____.
[PAN No.:_____]

(hereinafter called as “*Purchaser/s*” which expression
shall unless repugnant to the context and meaning thereof
include his/her/their legal heirs, successors in title or assigns, etc.)

ON THE SECOND PART

WITNESSETH AS UNDER :

WHEREAS the Vendors herein are the joint and absolute owners of and are otherwise well and sufficiently entitled to all that piece and parcel of land bearing Gut No. 73 adm. 0 H 79 R & its adjacent land Gut No. 97 adm. 1 H 17 R thus total land in both Gut collectively admeasuring an area of 1 Hectare 96 Ares i.e. 19600 sq. mtrs. situated, lying and being at revenue village Asarjan, Taluka & District Nanded & within the Municipal limits of Nanded Waghala City Municipal Corporation, Nanded and within the jurisdiction of Sub-Registrar Nanded and which is hereinafter referred to as “the said property” and the same is more particularly described in the “Ist Schedule of Property” written hereunder.

AND WHEREAS, the Vendors declare and covenant that it has derived and acquired title to the said property in the manner enumerated herein below-

- i. 0H79R in Gut No 73 purchased vide a Regd Sale Deed No. 5454/2014 dt. 11.08.2014
- ii. 1H17R in Gut No 97 purchased vide a Regd Sale Deed No. 5453/2014 dt. 11.08.2014

AND WHEREAS, the Vendors herein decided to prepare a layout of the same comprising of area earmarked for plots, internal roads, SWM space and open space etc.

AND WHEREAS, accordingly, the Vendors herein prepared a layout of the said property and submitted the same to the Town Planning Authority, Nanded. The Assistant Director of Town Planning, NWCMC, Nanded gave his recommendation for Final Approval of the said layout vide his Letter No. 123/16 dt. 30/04/2016. Similarly, The Collector, Nanded vide his N.A. order bearing No. 2013/CR-65 dt. 27/10/2016 approved the said layout and granted permission for use of the said property as non-agricultural.

AND WHEREAS, the Vendors herein has commenced the development activities on the said property in accordance with the N.A. Permission granted by the Collector, Nanded. The Vendors herein has prepared a layout comprising plots meant for residential use.

AND WHEREAS, the Vendors herein has decided to name the project as “Gangadham” (Phase-I).

AND WHEREAS, thus the Vendors herein alone are entitled to develop the said property and have exclusive right to sell, lease, mortgage etc. the plots and other areas carved out of the sanctioned layout of the said property and to enter into agreement/s with the Purchaser/s, Mortgagees, Lessees etc. and to receive sale price or other amounts under whatsoever heads and deposit and charges in respect thereof.

AND WHEREAS, the Vendors has registered the project “Gangadham” (Phase-I) being implemented on the said property under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Sr. No._____ dt._____ and the copy of the certificate issued by the Real Estate Regulatory Authority has been annexed hereto.

AND WHEREAS, as per the sanctioned layout, the said property totally admeasuring 19600 sq. mtrs. is divided as per the following-

a) 75 Residential Plots bearing Plot Nos. 01 to 75

& having Net Sellable Area adm. :12259.80 sq mtrs,

b) Area under Open space & SWMS adm : 2060.84 sq mtrs.

c) Area Under Internal Layout Roads adm : 5279.36 sq mtrts

d) Total Area Under Lay Out adm : 19800 sq mtrs

AND WHEREAS, the Purchaser/s herein has/have demanded from the Vendors and the Vendors have given inspection to the Purchaser/s of all the documents relating to the said property and the layout, designs and specifications of the Vendors and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 [Hereinafter referred to as ‘The Said Act’] and rules made there under.

AND WHEREAS, the Vendors herein have agreed to provide common amenities and facilities in the said project which are more particularly described in the “Schedule of Common Amenities” written hereinbelow.

AND WHEREAS, the Purchaser/s herein is/are aware of the fact that the Vendors herein have entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other plots etc.

AND WHEREAS, the Purchaser/s herein has/have seen the location of the said property and has/ have also taken the inspection of all the deeds and documents pertaining to the title of the Vendors to develop the said property and has/ have satisfied himself/herself/themselves about the location and marketability of the said property and all the rules and guidelines to be followed for acquiring plot for constructing a residential house thereupon and nature of proposed development and on being satisfied as regards the same the Purchaser/s has/ have applied to the Vendors to allot him/ her/ them **Plot** bearing No. _____ and having Plot Area as per provisions of RERA Act of 2016 and having four boundries as detailed in the “Ind Schedule Of Property” hereunder alongwith the common amenities as described in the “Schedule of Common Amenities” hereinbelow & the Vendors have agreed to sell the same to the Purchasers herein the said plot property alongwith all his/their rights, title, interest therein for a lump-sum consideration of Rs. _____/- (Rs. _____ Only) & the Purchaser/s has/have agreed to purchase the said Plot property along with its said rights, etc. on the terms & conditions hereinafter mentioned.

AND WHEREAS,, the “Purchaser/s” has/have requested the Vendors to execute these presents which they had agreed to do.

AND WHEREAS, the other three partners of the aforesaid partnership firm have executed a Regd. GPA No. 72/2008 dt. 03.01.2008 in favour of the fourth partner i.e. Durgaprasad s/o Rameshwar Toshniwal who is thereby entitled and empowered to present and execute all documents relating to agreement to sell, sale deed, mortgage, lease, gift, etc of the all or any of the properties of the said firm in favour of a third person & so this Document is being executed by him in favour of the Purchaser/s.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

NOW THE TERMS & CONDITIONS OF THIS AGREEMENT RUN AS UNDER :

1] AGREEMENT TO SALE :

The Vendors have agreed to transfer & sale or otherwise convey absolutely free from all encumbrances & without any reservations, however subject to the terms & conditions herein, the Plot Property **bearing Plot No. _____** and having Plot area as per provisions of RERA Act of 2016 and having four boundries as detailed in the “Schedule Of Property” hereunder mentioned in favour of the Purchaser/s & to the use of the Purchaser/s absolutely forever subject to the payment of all the rents, taxes, assessment, dues & duties, etc. chargeable & payable from time to time hereafter in respect of the said Plot Property to the Government or any Local authority or any other Public Body, etc. in respect thereof alongwith all the common amenities thereto, for & at the lump sum price of **Rs. _____/- (Rs. _____ Only)** payable to the Vendors as hereinafter mentioned & the Purchaser accordingly agreed to acquire & purchase the same for the said price from the Vendors.

2] CONSIDERATION:

A] The “Purchaser/s” has/have agreed to pay said amount of **Rs. _____/- (Rs. _____ only)** to the Vendors towards total consideration for purchase of the said Plot and Bungalow property out of which an amount of **Rs. _____/- (Rs. _____ Only)** is already paid as advance amount by the Purchaser to the Vendors as under :

i] **Rs. _____/- (Rs. _____ Only)** received by way of a Cheque/RTGS/DD/NEFT No. _____ dt. _____ of _____ Bank, Br _____.

The “Purchaser/s” has/have agreed to pay the total sale amount of **Rs. _____/- (Rs. _____ only)** to the Vendors as per work stages as follows :

S. No.	Particulars	Amount
1.	On Booking	Rs._____ /-
2.	On Agreement to Sale	Rs._____/ -
3.	On or before ____ / ____ / 201	Rs._____/ -
4.	On Or Before Possession & Registry	Rs._____/ -
	TOTAL	Rs._____/ -

B] The Vendors do hereby acknowledge the receipt of the earnest amount of consideration of **Rs. _____/- (Rs. _____ only)** till date as aforesaid from the “Purchaser/s” in presence of the following witnesses and an amount of **Rs. _____/-** has remained unpaid as on date and this residue amount is agreed to be paid from time to time as per the above payment schedule to the vendors by the Purchaser/s.

C] All future payments as per the above schedule shall be made in Cheque / Draft / RTGS in favour of the Vendors payable at Nanded and shall be considered to have been received by the Vendors only when the amount is credited in the account of the Vendors. In the event any cheque /Draft submitted by any Purchaser/s is returned unpaid, a penalty of Rs. 1,000.00 (Rupees One Thousand only) shall be levied on such Purchaser/s at the sole discretion of the Vendors.

3] INTEREST ON UNPAID AMOUNTS:

Without prejudice to the right of the Vendors to take action for breach arising out of the delay in the payment of the installments on the due dates, the Purchaser/s shall be bound & liable, **as per the provisions of RERA Act**, to pay interest per month or part thereof monthly rest, on all the amounts which become due & payable by the Purchaser/s to the Vendors till the date of actual payment, provided that tender of the principle amounts & interest or tender of interest & expenses thereof shall not itself be construed

as waiver of the right of the Vendors under this agreement nor shall it be construed as condonation of the delay by the Vendors against delay in payments by the Purchaser/s.

4] LIABILITY TO PAY TAXES, CESSSES, ETC.:

It is hereby agreed and understood explicitly between the parties hereto that if at any time, after execution of this agreement, any additional tax / duty / charges / premium / cess / surcharges / CGST/SGST/IGST, or any other similar levy by whatever name called that may become leviable with respect to the purchase of the Plot under this agreement, or the sale/conveyance deed, deed of apartment, and/or any other agreement under any rule, statute, regulation, notification, order either by the Central or State Government or any local authority or any revenue or other authority, shall be exclusively paid/borne by the Purchaser/s who hereby always indemnifies the Vendors from all such levies, costs & consequences.

5] DELIVERY OF POSSESSION:

The Vendors will put the Purchaser/s in possession of said Plot described more particularly in the "Schedule of Property" hereinbelow on or before _____ on execution of Regd. Sale Deed of the same but only after full receipt of payments of Sale Price and other charges, expenses, taxes, cess or deposits due to the Seller under this Agreement have been cleared in full by the Purchaser/s, regardless of whether work in Common Areas or facilities and amenities has been completed or not & the Purchaser shall have no rights to procrastinate the payment of residue agreed amount to the Vendors on the ground of incompleteness of works of the Common Areas & Amenities.

In case the Purchaser/s fail/s or commit/s delay in taking possession of the said plot within the time provided hereinabove such Purchaser/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said plot and the Vendors shall not be liable for the maintenance, wear and tear of the said plot.

6] USE OF PROPERTY:

The Purchaser/s shall be entitled to make use of the said Plot property or any part thereof or permit the same to be used for residential purpose only & for no other purpose like commercial, industrial, agricultural, etc whatsoever. Any Purchaser/s or occupier/s of any Plot property shall not use the same for Massage Centre, Gambling House, Classes, Lodging Boarding, Paying Guests, granting use on leave & license basis for bachelors or for any illegal or immoral purpose.

7] DECLARATION & DISCLOSURES BY VENDORS:

A] The Vendors do hereby declare that they have in themselves good right & full power to convey & transfer by way of Sale the said Plot Property & other the premises hereby conveyed or intended so to be unto & to the use of the Purchaser/s in the manner aforesaid & also further declare that the said property will be made free from all encumbrances like municipal taxes, rents, government demands or loans, etc whatsoever & the “Purchaser/s” shall not be liable for the above encumbrances or taxes or any other outgoings of the said Plot till the date of the execution of Sale Deed of the said Plot. But after execution of such Deed, all such outgoings of the said Plot property shall solely be borne by the Purchaser/s only.

B] The Vendors shall & will from time to time & at all times at the request & cost of the Purchaser/s do & execute & cause to be done & executed all such further & other lawful acts, deeds, things, whatsoever for better & more perfectly & absolutely granting & conveying the said Plot property & every part thereof hereby agreed to be conveyed unto & to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, their heirs, executors, administrators or assigns shall be reasonably required.

C] The Vendors herein have not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise & there is no implied agreement or covenant on the part of the Vendors other than the terms & conditions expressly provided under this agreement.

D] The Vendors/builders reserve their rights to alter, modify, amend, cancel, etc, without prior notice to the Purchaser/s, all or any of the terms & conditions of deed of declaration, if any, common areas, facilities, amenities, etc in relation to and/or proposed to be provided in “**Gangadham**” (Phase-I) project.

8] **DECLARATIONS BY PURCHASER/S :**

A] The Purchaser/s herein has/have demanded from the Vendors & the Vendors have given inspection to the Purchaser/s of all the documents relating to the said land like 7/12 extracts, NA Permission, Plan of approved lay out of Gut No. 73 & 97 & Title Verification Certificate from Advocate & such other documents as are required to be produced by the Vendors to the Purchaser/s as per the laws existing in the State of Maharashtra.

B] Besides, after the Purchaser/s’ enquiry, the Vendors herein have requested to the Purchaser/s to carry out independent search of the said property by appointing his/her/their own advocate & to ask any queries, he/she/they had regarding the marketable title & rights & authorities of the Vendors herein, the plans, etc of the said property. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title, rights & authorities of the Vendors herein & the plans of the said property & therefore, has/have freely agreed to purchase the said property which is more particularly described in the “IInd Schedule of Property” hereinbelow & no any queries of the Purchaser/s shall be entertained by the Vendors regarding any such issue/s at any time in future.

9] **TIME IS ESSENCE OF CONTRACT:**

That, time is agreed to be the essence of this Agreement. So the time limit for completion of Sale Deed is fixed i.e. it shall be binding on both the parties hereto that they must get Sale Deed of the said Plot property executed & possession of the Plot be handed over to purchaser/s **on or before** _____.

And at the same time, the time limit for completion of entire amenities of common nature mentioned in the “Schedule of Common Amenities” hereinbelow & to be provided for common use within the boundaries of **Gangadham** shall be **on or before 31st March 2021**.

Provided that the Vendors shall be entitled to reasonable extension of time for giving delivery of possession & completion of common amenities within aforesaid period & the Vendors shall not be liable to pay to the Purchaser/s any amount of compensation, interest, etc., if the completion of the common amenities therein is delayed on account of —

- a] Non availability of steel, cement, other building material, water or electric supply
- b] War, civil commotion or act of god
- c] Any notice, order, rule, notification of government and/or other public or competent authority or any decree/order of any court, etc
- d] Delay or default in payment of any installment/s or dues by the Purchaser/s
- e] Any other reason, circumstances which may occur due to any reason beyond the control of the Vendors.

10] PURCHASER COVENANTS :

A] The Purchaser/s will obtain his separate Electricity & Water connection from MSEB & Municipal Corporation respectively at his/her/their own cost & efforts & the Vendors shall not be responsible for the same. All expenses in respect of obtaining electric connection for the plot property i.e. meter deposit, meter charges, service wire, D.P charges & expenses relating to getting connection to the said plot from high tension line to transformer & from transformer to individual unit meter, expenses for getting water connection from main municipal line to society’s distribution line & from there to common/individual plot & other incidental charges in respect of getting such electric &

water connection shall proportionately be borne & paid exclusively by the Purchaser/s over and above the aforesaid total amount of sale consideration.

B] The Purchaser/s shall not be entitled to transfer by any mode of transfer of property or agree to resale the present Plot property to any third person/s without the prior written consent of the Vendors before the execution of its final Sale Deed of the said property.

C] The Purchaser/s shall not cause any nuisance or annoyance to the adjoining occupant/s nor shall cause any hindrance or obstruction or impediment in the common areas & facilities provided nor shall throw garbage and/or any kind of waste, dirt, rubbish, rags, or other refuse or permit the same to be thrown in the common areas of the project. The Purchaser/s shall be liable to pay damages apart from being liable to be dealt with in accordance with the law for any such misconduct.

D] The Purchaser/s shall not raise any kind of objection, obstruction, nuisance, etc in the later stage/phase of development by the Vendors of their undeveloped plot lying vacant within the territories of **Gangadham** (Phase-I) & all of its future phases & extensions even after completion of construction work of common amenities of the present phase of work i.e. after 31st March 2021. The Vendors shall have all rights to develop, at anytime in future, their vacant plots in the Layout of **Gangadham** (Phase-I) & all of its future phases & extensions as per their will, wish, convenience & requirement without the consent or interference or objection of whatsoever nature for whatsoever purpose of the present Purchaser/s.

11] **TECHNICAL SPECIFICATIONS:**

That, the village name of the present property is Asarjan which is situated within the municipal limits of Nanded Waghala City Municipal Corporation, Nanded & Gut No. of the Property is 73 (adm 0H79R) & 97 (adm 1H17R) & the total area of the project is 1H96R. The Non agricultural permission of the project to the extent of 1H96R is sanctioned by The District Collector, Nanded vide his Order No. 2013/NA/CR-65 dt.

27/10/2016 & Final Lay Out of the said **Gangadham (Phase-I)** Project is approved by ADTP, NWCMC, Nanded vide his Letter No. 123/16 dt. 30/04/2016. The Project is registered with MAHARERA Authority under RERA Act & its Registration Number is P51100015116 dt. 31.01.2018.

12] UTILISATION OF FSI/FAR/TDR :

It is hereby declared that the sanctioned Lay-out plan has/have been shown to the Purchaser/s & the floor space index (FSI) to which the Purchaser shall be entitled to shall only be to the extent of FSI that shall be available legally to his/her/their individual plot property as per its area shown in the said plan/s. The Purchaser/s hereby gives consent to the Seller that the Seller shall have full right, title and interest to use and utilize for their own use as per their will & wish the FSI/FAR/TDR available, if any, in respect of the open space, internal roads, amenity spaces & sold/unsold land/plot area which may be made available by the authorities concerned even after the Sale Deed of the Plot has been executed and the Purchaser/s or the Association or any member of the Association or the Society, etc shall not have any ownership rights over the same & shall not raise any objection of whatsoever nature for the same.

13] RIGHT OF THE VENDORS OF AMALGAMATION :

The Vendors have informed and represented to the Purchaser/s that the Vendors may acquire certain additional lands adjoining to the said property and the same shall either be merged into the said project or be a separate project and such additional plot holders shall be entitled to enjoy all the benefits and common amenities of this project mentioned in “Schedule of Common Amenities” hereinbelow including approach road provided to the present project. The Purchaser/s does hereby accord his/ her/ their irrevocable & unconditional consent for the same.

14] RIGHT OF THE VENDORS OVER UNSOLD PLOTS :

In the event of the Vendors executing Deed of Conveyance in respect of the said land in favor of the society the Vendors shall have a right to dispose of the remaining

unsold premises/ plots in the said layout in such manner as it think fit and the sale proceeds thereof shall belong absolutely to the Vendors and the Purchaser/s of such remaining premises/ plots shall be accepted as members of the society. The Vendors and or the Purchaser/s in that case shall not be required to pay any transfer fees to the Society of all the Purchaser/s.

OR

In the event of the Vendors executing Deed of Conveyance in respect of the individual plots in favour of Purchaser/s the Vendors shall have a right to dispose of the remaining unsold premises/plots in the said layout in such manner as it think fit and the sale proceeds thereof shall belong absolutely to the Vendors and the Purchaser/s of such remaining premises/ plots shall be accepted as members of the maintenance society.

15] FORMATION OF SOCIETY, ETC. & ITS FUNCTIONS:

A] The Vendors herein have decided to form, after completion of work & sale of **Gangadham (Phase-I)** & all of its future phases & extensions, a combined/consolidated Society, Association of Persons, etc. of all the Plot holders of the scheme namely **Gangadham (Phase-I)** & all of its future phases & extensions put together. The Vendors will execute all proper documentation under the provisions of various acts & rules made thereunder & submit the land under the scheme alongwith the Club House, etc which are under construction thereon & form a Society, etc & do the needful for formation of such institute.

B] The Purchaser/s herein alongwith the other Plot holders shall join in forming & registration of such combined/consolidated society, which is to be formed by the Vendors as aforesaid & for that, the Purchaser/s from time to time sign & execute all the applications for registration, if required, of such society & return the same to the Vendors immediately so as to enable the Vendors to register the said organization.

C] The Purchaser/s shall bear & pay his/her/their proportionate share of stamp duty & registration charges & all other incidental charges, etc in respect of formation of such

society & also in respect of this agreement & all other agreements, deed of apartment, or any other final conveyance deed, if any, which is required to be executed by the Vendors in favour of the Society, etc. in which the Purchaser/s will be a member.

16] **MAINTENANCE OF COMMON FACILITIES :**

A] In **Gangadham** project, the Vendors are providing common amenities/material/plant & equipments as mentioned in the “Schedule Of Common Amenities” and also payments of security guard/s, etc. & which have to be used & operated by the persons in the project with due diligence & observe all types of safety. Considering this aspect, it is specifically agreed between the parties hereto that the Vendors shall not be responsible after handing over of the premises to the aforesaid purchaser/s, Society, etc which shall set its own norms for use of common amenities, in order to avoid misuse, injuries & casualties/calamities occurred & any damages of whatsoever nature caused to any person/s or property for that, the Vendors shall not be responsible in any manner.

B] The Purchaser/s shall, without any dispute & apart from the aforesaid agreed sale price of the said Plot, be liable to pay deposit amount towards maintenance charges for such plot/s as decided by the Vendors towards his/her/their contribution, compulsorily before execution of Final Sale Deed of & handing over actual physical possession of the said Plot property to him for using the common facilities & amenities provided to him/her/them within the territorial limits of **Gangadham**, irrespective of completion of work of such amenities & facilities before execution of said sale deed, and all the decisions & resolutions of Vendors and/or of the said society, financial or otherwise, shall be binding upon the Purchaser/s who shall comply & observe the same. Apart from the aforesaid amount of deposit paid towards the maintenance charges, the society shall be entitled to collect any additional amount of maintenance charges from its members either in lump-sum or on monthly basis to meet out the common maintenance of the society as per the then requirements. Failing to pay such maintenance charges & all its

increments or all or any other charges, fees, etc beforehand, as aforesaid, shall render the Purchaser incompetent to claim any of his rights over the same.

17] CONSTRUCTION ON PLOT:

In case Purchaser want to carry out any kind of construction and/or development on the plot property under present sell then all necessary construction & other requisite permission/s from the concerned authorities shall be obtained by the Purchaser/s directly at his/her/their own cost & effort. In any case the Purchaser/s shall not be entitled to carry out any changes in the lay out of the said Plot. The Purchaser/s shall not put up any name plate, sign board, neon sign, publicity or advertisement material in the Common Areas of the Project and shall not change the color scheme of the outer walls or painting of the exterior side of the project or carry out any change in the exterior elevation or design of the entrance gate, club house, etc of the project with a view to maintain uniform aesthetics. The Purchaser/s herein specifically undertakes to abide aforesaid condition/s & on relying upon this undertaking, the Vendors herein have agreed to allot & sale the said Plot to the Purchaser/s herein.

18] NO GRANT OF PLOT MERELY BY AGREEMENT :

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Plot of the said land or any part thereof. The Purchaser shall have no claim save and except in respect of the Plot hereby agreed to be sold to him/her/their to all open spaces, internal roads, Gardens, recreation spaces, etc which will remain the property of the Vendors/Builders until the said land and building is transferred to the Society as hereinbefore mentioned.

19] ALTERATION AND MODIFICATION IN SANCTIONED LAYOUT :

A] It is agreed by and between the parties hereto that without materially and substantially adversely or prejudicially effecting the said plot agreed to be allotted to the Purchaser/s, the Vendors shall be however entitled to make any variations, alterations or amendments in the said plans or specifications of the said project in any manner whatsoever including

amalgamation, subdivision, rights, privileges benefits of easements by way of right of way and access, to draw lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the more beneficial use and enjoyment of the said project or any part/s thereof and/or of the plot contiguous or adjoining or in the vicinity of the said project or plot or if desired by the Vendors or if required to be made for the purpose of meeting any requisition, objection or requirement of the any statutory body or authority. The Purchaser/s shall not object to the aforesaid and hereby grant/s irrevocable consent to the same.

B) In so far any common amenities and/or services that may be provided for the benefit of all the plot holders/ Purchaser/s is/are concerned, the Purchaser/s shall not do or cause to be done any act deed, matter or thing whatsoever which shall interfere affect or obstruct the similar rights of the Vendors and/or the Purchaser /s of the other plots. The Purchaser/s hereby undertake/s that all such rights of enjoyment of amenities and services of a common nature as aforesaid shall be enjoyed by him/her/them/it in an equitable manner and in common with the holders or occupiers of the other plots and all such rights hereby so conferred upon the Purchaser/s shall, be subject to and conditioned upon his/her/them/it duly deserving and performing all such terms and conditions stipulated and /or to be stipulated as aforementioned.

20] ANNEXTURES:

Certain annexure are enclosed herewith regarding the property under present agreement to sale. 7/12 Extract of Gut No. 73 and/or 97 showing the nature of title of the Vendors is annexed hereto as Annexure-1, NA permission issued by The Collector, Nanded of the said land is annexed hereto as Annexure-2. Approved Lay Out Plan is annexed hereto as Annexure-3. Photo IDs of the Vendor/s, Purchaser/s & Witnesses are annexed hereto as Annexure-4. Challan of Stamp Duty and Registration Charges paid are annexed hereto as Annexure-5. All aforesaid annexures shall be treated as the part & parcel of this agreement.

21] TERMINATION OF AGREEMENT :

A] On the Purchaser/s committing default in payment on due date/s of any of the installment/s payable under this agreement or any other amount due & payable under this agreement (including his/her/their proportionate share of taxes, etc levied by the concerned authority, maintenance charges & any other outgoing) & on the Purchaser/s committing breach of any of the terms & conditions of this agreement, the Vendors shall in his/their sole discretion shall be entitled to terminate this agreement. Provided always the power of termination under this agreement shall not be exercised by the Vendors unless they have given to the Purchaser/s 15 (fifteen) days prior notice in writing by Regd. Post A. D. of their intention to terminate this agreement & pointing out the breach or breaches of the terms & conditions on account of which it is intended to terminate this agreement, and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of issuance of such notice. On expiry of such notice period, the Vendors herein shall be entitled to issue Second Notice as to the termination of the Agreement & forfeiture of the amounts whatever paid by the Purchaser/s to the Vendors or at its discretion to refund the amounts hereinafter setforth.

B] Provided further that upon termination of this agreement as aforesaid & if the Vendors have decided not to forfeit the amounts, then after deducting 10% amount of the total agreed consideration which amount the Vendors herein are entitled to retain towards the compensation for breach of agreement & expenses incurred, the Vendors may refund to the Purchaser/s the installments or price which the Purchaser/s might have till then paid to the Vendors but without any interest only after resale of the said property to any third person/s & on such condition the Vendors shall be entitled to resale the said property and/or dispose off or otherwise alienate the same in any manner as the Vendors herein in their sole discretion think fit.

C] Any delay tolerated or indulgence shown by the Vendors/builders in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser by the

Vendors shall not be construed as a waiver on the part of the vendors of any breach or non compliance of any of the terms & conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Vendors/Builders.

22] SERVICE OF NOTICES:

All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served on him/her/them if sent to the Purchaser by RPAD and/or by Speed Post or by E-mail at his/her/their address written hereinabove in the name clause of the present agreement.

23] PURPOSE OF SALE :

That, the Vendors are selling this property for the purpose of development & growth of their business.

24] VALUATION, STAMP DUTY & REGISTRATION CHARGES :

A] The Plot property in the Schedule below comes under Div. No. 13.171 in the Ready Reckoner maintained by the Joint Sub Registrar, Nanded & value of the Plot property under sale is Rs.1800/- per sq. mtr. for open plot as per the said Reckoner. Accordingly, the total valuation of the Plot property under present Agreement to Sale comes to Rs._____/ - as per Ready Reckoner. Somehow, the actual Sale Price of the said Plot as agreed between the parties hereto is Rs._____/ - (Rs. _____ Only). Therefore, the requisite Stamp duty & Registration Charges are paid on higher of the above two figures i.e on Rs._____/ - for the purpose of Registration of this Agreement which is sufficient as per the prevailing laws in The State of Maharashtra.

B] The Purchaser has/have paid the entire expenses for execution of this Agreement like Stamp Duty, Registration Charges, etc. Besides, the Purchaser shall solely be liable to pay all such other expenses which will be required to be incurred at the time of execution of final sale/conveyance deed of the said Plot property either in his favour or in favour of the said Society, etc. of which the Purchaser/s will be a member.

C] The parties hereto shall be entitled to get the aforesaid stamp duty & registration charges adjusted towards the total duty & charges leviable on the sale/conveyance deed which will be executed by the Vendors in favour either of the Purchaser/s or of the said Housing Society in which the Purchaser will be a member in respect of the said property.

25] GOVERNING LAW :

The rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Nanded will have the jurisdiction for this agreement.

IN WITNESSES WHEREOF, the Vendors & the “Purchaser/s” named above have signed this Agreement to Sale on the day, date, month & year & at the place mentioned hereinabove.

“1st SCHEDULE OF PROPERTY”

All piece and parcel of the Non-Agriculture land property out of land Gut No. 73 to the extent of 0H 79 R & & its adjacent land Gut No. 97 adm. 1 H 17 R thus total land in both Gut collectively admeasuring an area 1 Hectare 96 Ares i.e. 19600 sq. mtrs. consisting of in all 75 NA plots meant for residential use & bearing Plot Nos. 01 to 75 & having Net Sellable Area collectively adm. 12259.80 sq mtrs & situated within the Municipal limits of Nanded Waghala City Municipal Corporation, Nanded and within the jurisdiction of Sub-Registrar Nanded and within the layout of ‘**Gangadham**’ (Phase-I) and situated at village Asarjan, Tq. & Dist. Nanded & purchased by the Vendors vide Regd Sale Deed No.5453/2014 dt. 11.08.2014 & Regd Sale Deed No.5454/2014 dt. 11.08.2014 & collectively surrounded on or towards :

East : Land Gut No 98 & 103

West : Gut No 74 of Ramji Vaidya

North : Land of Shinde, Mule & Bakal & Land Gut No 72

South : Land Gut No 96

“IInd SCHEDULE OF PROPERTY”

All piece & parcel of plot property bearing Plot No. _____ & **Mun No.** _____ & **Mun PIN No** _____ admeasuring in _____ length of _____ mtrs & having _____ width of _____ mtrs thus total plot size admeasuring _____ sq. mtrs. i.e. _____ sq. fts. out of Gut No. _____out of the combined lay-out of land Gut No. 73 & 97 & situated within the local limits of Nanded Waghala City Municipal Corporation and within the layout of ‘**Gangadham**’ (Phase-I) and situated at village Asarjan, Tq. & Dist. Nanded & surrounded on or towards :

East : _____

West : _____

North : _____

South : _____

“Schedule Of Common Amenities”

- 1] All weather roads
- 2] Street Lights
- 3] Club house
- 4] Landscape in open space area
- 5] Attractive Main Entrance Gate with Watchman Cabin
- 6] All side 5 fts heightened compound wall for layout
- 7] Sewerage Lines / Septic Tank
- 8] Storm Water Drains
- 9] Internal Network for Water Supply
- 10] Electric Distribution Point for Electricity Connections
- 11] Playground for Outdoor Sports

This Agreement to Sale is read over in English and explained in Marathi Language to all the Parties to this Agreement on the day and date mentioned hereinabove which is admitted by all of them to be true and correct to the best of their knowledge and belief and so they have put their respective signatures and verified and identified in the presence of witnesses signed hereinbelow.

WITNESSES :

VENDORS

M/s GVC Developers
Vazirabad, Nanded
A partnership firm through its
Authorised & GPA Partner

Durgaprasad s/o Rameshwarji
Toshniwal
R/o: Borban, Vazirabad, Nanded.

PURCHASER

R/o: _____