

AGREEMENT TO SALE

Zone No.	@ Rs. /- per Sq.mtr.
Government value	Rs.
Actual consideration	Rs. -----/- (Rupees ----- Only)
Date of execution of this Sale Deed	
Place of execution of this Sale Deed	Gangapur, Aurangabad

BETWEEN

1] Mr. Ninad Narendra Khoche
Age: -- Years, Occu: -----
R/o -----
Adhar No. -----

2] Mrs. Sunita Bhanudas Joshi
Age: -- Years, Occu: -----
R/o -----
Adhar No. -----

Through GPA
Mr. -----
Age: -- Years, Occu: -----
R/o -----
Adhar No. -----

Partner of M/s. Joshi Associates

AND
M/s. Joshi Associates
Through its Partner
Mr. -----
Age: -- Years, Occu: -----
R/o -----
Adhar No. -----

(Hereinafter called as 'GRANTOR/OWNER/DEVELOPER', which expression shall mean, include all its Directors, their heirs, successors, representatives, executors, administrators & assignees etc.)

of the One Part

AND

1] Mr. -----
Age : -- Yrs. Occu.: -----
R/o -----

2] Mrs. -----
Age : -- Yrs. Occu.: -----
R/o -----

hereinafter referred to as " the Purchaser" of the other Part.

TITLE FLOW OF THE PROPERTY

- In the year 1990, the property land area admg. 3H 26R Part of Gut No. 339 and land area admg. 8H 6R of Gut No. 343 both Situated at Waluj Budruk Tq. Gangapur and Dist. Aurangabad and land area admg. was owned and possessed by Mr. Prabhakar Govindrao Khoche.
- That, Mr. Prabhakarrao Govindrao Khoche and signed by Mr. Narendra Prabhakarrao Khoche and Mr.

Ninad Narendra Khoche as the consenting party have executed the Registered development Agreement bearing No. 2034 dated 19.05.2015 in favour of M/s. Joshi Associates, through its partners Mr. Ganesh Madhukarrao Bagul, Mrs. Shilpa Shrikant Joshi, Mr. Ravi Namdeorao Gadekar & Mr. Omprakash Laxminarayan Dhoot with respect to the land area admeasuring 3 H 26 R, part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad and have also executed Registered Power of Attorney bearing No. 2035 dated 19.05.2015 in support of the Development Agreement.

3. That, Mr. Prabhakar Govindrao Khoche died on 21.04.2016 and leaving behind him Narendra Prabhakar Khoche (son), Sulochana Prabhakar Khoche alias Sau. Sunita W/o Bhanudas Joshi (daughter) and Sau. Usha Prabhakar khoche alias Sau. Usha W/o Subhashrao Pathak are the only LR's of deceased Prabhakar Govindrao Khoche.
4. That, one of the daughters of Mr. Prabhakar Govindrao Khoche namely Sau. Usha Prabhakar khoche alias Sau. Usha W/o Subhashrao Pathak has also died before 23 years and leaving behind her, her son namely Dhananjay Subhash Pathak and daughter Bhgyashri Pathak alias Bhagyashri W/o Mangesh Nande are the LR's of deceased Sau.Usha W/o Subhashrao Pathak.
5. In the year 2017, Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi & Mr. Narendra Prabhakarrao Khoche, Mr. Dhananjay Subhashrao Pathak & Mrs. Bhagyashri Mangesh Namde have filed Special Civil Suit no. 34/2017 before the Hon'ble Civil Judge Senior Division Vaijapur for partition and separate possession in respect of their family properties along with the property under the Development agreement i.e. the property Gut No. 339 totally admeasuring 03 H 26 R, 00 R Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad has jointly come to share of Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi and land to the extent of 1H 62R out of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad jointly came to the share of Mr. Ninad Narendra Khoche & Mrs. Sunita Bhanudas Joshi and accordingly Civil Senior Division passed compromised decree as per order dated 09.09.2017 and according Decree drawn on 19th September 2017 and on the basis of compromise decree jointly in the name of Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi to the extent of 8 Hectar 06 Are out of Gut No. 343 Situated at Waluj Budruk Tq. Gangapur and Dist. Aurangabad came to be recorded in revenue record as per mutation entries no. 5637 & 5638 and based on partition decree Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi has become the absolute owner and possessor of the said properties.
6. That, Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi have executed the Registered Deed of Confirmation/Correction/Modification bearing No. 4081 dated 28.06.2018 in favour of with respect to the land area admeasuring 3 H 26 R, part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad and has confirmed the Development Rights of M/s. Joshi Associates, acquired under Registered development Agreement bearing No. 2034 dated 19.05.2015 and have also executed the Registered Power of attorney bearing No. 4082 dated 28.06.2018 in favour of partners of M/s. Joshi Associates.
7. That, the Additional Town Planning Officer, CIDCO, Aurangabad vide his Development Permission/Peral Layout permission/ Commencement Certificate bearing No. CIDCO/ATPO/BP/AUR(WLJ)/2020(LP)/18 dated 16.12.2019 has finally approved the layout plan with respect to land part of Gut No. 339 of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad.
8. After completion of the entire work of the layout the Additional Town Planning Officer, CIDCO, Aurangabad has issued the Sale Permission/No Objection Certificate bearing No. CIDCO/ATPO/BP/AUR(WLJ)/2020(NOC)/21 dated 06.08.2020 and has given permission to sale the Plot No. 01 to 154 part of Gut No. 339 of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad
9. That, the Tahsildar, Gangapur Dist. Aurangabad vide Sanad bearing No. 364 dated 29.07.2020 has converted the land area admg. 13259.25 sqm. part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad for non-agriculture use.

NAME OF THE PROJECT
"Bhanudas Nagar Phase-I"

DETAILS OF THE PROJECT

Description of Layout in which the Plot is situated	land area admg. 32600.00 sqm. part of Gut No. 339 of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad
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SCHEDULE - B

"Bhanudas Nagar Phase-I"

DETAILS AREA STATEMENT OF LAY-OUT

AND WHEREAS the Promoter/Vendor has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter/Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Vendor accepts the professional supervision of the Architects and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter/Vendor alone has the sole and exclusive right to sell the Plots in the said layout by the Promoter/Vendor on the said land and to enter into Agreement/s with the purchaser/s of the Plots to receive the sale price in respect thereof;

AND WHEREAS the Plot Purchaser demanded from the Promoter/Vendor and the Promoter/Vendor has given inspection to the Plot Purchaser of all the documents listed in ANNEXUE D of title relating to the said land & has also provided the one set of Photo Copy to the Plot Purchaser.

AND WHEREAS the Copies of Certificate of Title issued by the Advocate of the Promoter/Vendor, copies of 7/12 or any other relevant revenue record showing the nature of the title of the Promoter/Vendor to the said land on which the Plot is situated and the copies of the layout plan and specifications/amenities of the layout have been annexed hereto and marked Annexure 'A', 'B' & 'C', respectively.

The Plot Purchaser has/have examined the title, rights, interest, claims of the Promoter/Vendor to the said land and has seen the documents of title in the Promoter/Vendor's possession. The Purchaser has/have fully satisfied with the Promoter/Vendor's right, interest and title in the property.

The Purchaser has taken inspection of the plans and specifications of the proposed construction and which have been approved by the authority. The Purchaser has also perused the lay-out plan of housing scheme, proposed internal roads, amenities, facilities proposed to be provided in the scheme and Purchaser fully satisfied about it.

AND WHEREAS the Promoter/Vendor has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Vendor while developing the said land and upon due observance and performance of which only the completion and occupation certificates in respect of the said lay-out shall be granted by the concerned local authority.

AND WHEREAS the Promoter/Vendor has accordingly commenced development work of the said lay-out in accordance with the said plans.

AND WHEREAS the Plot Purchaser applied to the Promoter/Vendor for allotment to the Plot No.. --, area admeasuring ----- sq. meters, "Bhanudas Nagar Phase-I" Part of Gut No. 343 (now Gut No. 343/1), of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the said property at or for the price of Rs. -----/- (Rupees----- only) upon the terms and subject to the conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Plot Purchaser has paid to the Promoter/Vendor a sum of Rs. -----/- (Rupees----- only), by cheque detailed as below :-

being part payment of the sale price of the Plot agreed to be sold by the Promoter/Vendor to the Plot Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter/Vendor both hereby admit and acknowledge) and the Plot Purchaser has agreed to pay to the Promoter/Vendor the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 13 of the said Act the Promoter/Vendor is required to execute a written agreement for sale of said Plot to the Plot Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1] The Promoter/Vendor has prepared the Lay-out Plan, on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2] The Plot Purchaser hereby agreed to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Purchaser applied to the Promoter/Vendor for allotment to the Purchaser of Plot Purchaser applied to the Promoter/Vendor for allotment to the Plot No. --, area admeasuring ----- sq. meters, "BHANUDAS NAGAR PHASE-I" Part of Gut No. 339, CIDCO Waluj Mahanagar-III, Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad as shown in the approved Lay-out Plan thereof hereto annexed and marked Annexure D (hereinafter referred to as "the Plot") for the price of Rs. -----/- (Rupees ----- only). The Plot Purchaser hereby agrees to pay to that Promoter/Vendor the balance amount of purchaser price of Rs. -----/- (Rupees ----- only) having been paid to the Promoter/Vendor on or before the execution of this Agreement in the following manner:-

Sr. No.	Amount in Rupees	Payment Stage
1.		(not exceeding 10% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
2.		(Remaining Amount) at the time of handing over of the possession of the Plot to the Purchaser.

3] The time fixed for payment of amount payable by the Allottee/ Purchaser to the Promoter as agreed to above, shall be the essence of the contract.

4] In case of default committed by the Allottee/ Purchaser, in payment of the amount, as and within the time agreed to herein,

5] the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law,

6] the Promoter shall, without prejudice to as stipulated above, be entitled to terminate this agreement by giving 15 (fifteen) days' notice, if the Allottee/s fails to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, the Agreement shall stand cancelled and terminated automatically. In case of termination of the agreement the Allottee/s shall have no claim on the said Plot/s and the Promoter shall be at liberty to dispose and sell the said Plot/s to any other person at any price as the Promoter may in his absolute discretion think fit. Upon termination of this Agreement as aforesaid, the Promoter shall refund the installments of sale consideration of the said Plot/s which may till then have been paid by the Allottee/s to the Promoter after deducting Rs. 25,000/- (Rupees Twenty Five Thousand only) as cancellation/administrative charges. The Promoter will be liable to refund the balance amount within 30 days of the Allottee executing registered Deed of Cancellation of the plot which is subject matter of present agreement.

7] The Promoter shall not be responsible to refund the stamp duty and registration charges and/or any other charges paid to the Government, by the Allottee/s at the time of registration of this Agreement.

8] POSSESSION:

(a) The Promoter hereby, agrees to grant, hand over and deliver possession of the Plot to the Allottee/ Purchaser, on receipt of the entire sale price agreed to herein & after execution of the registered sale deed.

(b) The Allottee/ Purchaser shall not be entitled to possession of the Plot until he makes payment of all money under this agreement.

9] SCHEME:

(a) The Promoter has floated a scheme for residential housing colony, known as "Bhanudas Nagar Phase-I".

(b) The layout comprises of various plots in the said Land, already sanctioned, at the discretion of the Promoter, if in future the promotor desires to modify/ alter/ revise the layout plan (without disturbing the area and location of the purchaser's plot) from the concerned authority in that event, under this Agreement the purchaser has given his return consent/No Objection for that modifications/revision.

(c) It is specifically agreed in between the parties that, if the Promoter/Vendor wants to revised the layout plan for any reasons without disturbing the plot of purchaser, in that event the Plot Purchaser under this agreement has given his free consent/No-Objection for the revision or modifications of the layout plan & Promoter/Vendor under this agreement has assures that, such revision/modifications shall not adversely affect the Plot of the purchaser. It is agreed in between the parties that, for revision/modifications of lay-out plan the separate consent/No-Objection of the Plot Purchaser is not required.

10] The Promoter/Vendor hereby make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or from all encumbrances and that the Promoter/Vendor has/have absolute, clear and marketable title to the said land.

11] DEFECT LIABILITY

a.If within a period of five years from the date of completion of layout work Plot Purchaser, the Plot Purchaser brings to the notice of the Promoter any structural defect in the internal Roads/ internal street lights/ internal

drainage line of layout or any defects on account of workmanship, quality, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

b. Provided however, that the plot purchaser/s shall not carry out any alterations of the whatsoever nature in the said lay-out and Purchaser/s shall not make any alterations in any of the fittings, pipes, or any erection or alteration, Roads/street lights/drainage line. 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 willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of facility/amenity by the Occupants, vagaries of nature etc.

e. That the project 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 the common project amenities wherever applicable.

f. That the Plot Purchaser has been made aware and that the Purchaser expressly agrees that the regular wear and tear of the equipment's, fixtures and fittings, internal roads & 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.

12] RESERVATIONS:

Notwithstanding anything contained anywhere in this agreement, before disposal of the last plot in the scheme, the Promoter shall, without adversely affecting the Plot, be entitled to,

- (a) revise the layout whenever found essential at its discretion, without adversely affecting the Plot,
- (b) amalgamate the plots with any other plots and/or to sub-divide such plots, and procure sanction, revision, modification, alteration or change in the layout thereof, including change of location and/or position of the internal roads, open space, amenity/ club space, area for Hospital/ school/services etcetera, without adversely affecting the Plot being disposed off to the Allottee/ Purchaser herein,
- (c) the Promoter has retained for itself, the 'amenity space/Club space' of sanctioned sub-division layout of the said Land and the Promoter shall be entitled to deal with it in the manner it decides and/or dispose it off,
- (d) none of the plot holders shall have any right of any nature pertaining to such 'amenity space',
- (e) the 'Internal Road' of and in the sanctioned layout of the said Plot shall be available only for ingress and egress, to and fro, to the plot purchasers subject to their obligations to contribute to its maintenance and subject to reservation of rights as mentioned in following clause.
- (f) the rights however, to claim benefits pertaining to the 'Internal Road' of and in the sanctioned layout of the said Plot, such as FSI, its use, utilization or consumption, or compensation if any, have been reserved and retained by the Promoter itself, and the Promoter shall be entitled to deal with such rights and benefits in the manner and mode it desires in its discretion, without any objection and/or impediment of any nature whatsoever from the plot allottees/ purchasers,

13] ASSURANCES TO THE PROMOTER:

(a) The Promoter is perfectly entitled to the said Land and the sub-divided plots therein. Except the Promoter, no other person is entitled thereto or any part thereof. The said Plot is free from encumbrances and is marketable, and the Promoter is entitled to enter into this agreement and other such instruments in terms of this agreement in favor of the Allottee/ Purchaser.

14] DECLARATION OF THE PURCHASER:

- (a) The Allottee/ Purchaser has examined all relevant documents, such as mutation entries, layout sanctioned by the Town Planning Authority and non-agricultural permission granted by the Tahsildar, title report of the advocate for the Promoter relating to the said Plot.
- (b) The Allottee/ Purchaser declare to have satisfied itself/ himself/ herself about the rights of the Promoter to the said Plot and its marketability.
- (c) The Allottee/ Purchaser is also understood the entire scheme of development of the said Land as the "residential colony", and admits the common benefit to all the occupants thereof.
- (d) The Allottee/s agree to pay one-time water connection charges as and when demanded by the promoter and agree to pay the recurring water charges on actual consumption basis or any other method which will be adopted by the promoter
- (e) The Allottee/s shall park/keep his/her/their vehicles inside of the said Plot/s only. Parking/keeping any vehicle outside of the said Plot/s on the road shall not be permissible.

(f) It is specifically agreed In between the parties that the Promotor/Vendor has paid 100% Development charges for the plotted area, Promotor/Vendor has also paid 100% Service charges for three years of the land to CIDCO. Before granting final layout permission CIDCO has taken an undertaking from Promotor/Vendor that CIDCO will provide a civic Amenities like wise Water supply, sewerage system, external-internal D.P. Roads etc. as and when CIDCO will take final decision about the development of Waluj Mahanagar III. The Purchaser/Vendee is made fully aware of this fact.

(g) Before granting final Layout permission CIDCO has taken an understanding from Promotor/Vendor that CIDCO will provide all civic amenities like wise Water Supply, Sewerage system etc. as and when CIDCO will take final decision about the development of Nagar III of Waluj Mahanagar Purchaser/Vendee is made aware of this undertaking.

(h) It is father specifically agreed and admitted by the Purchaser that the arrangement of water supply and drainage disposal shall be made by the individual owner of the plot as his own cost.

(i) The approved layout consists residential/commercial plots, open spaces, Amenity plot, School Plot, School Playground area. Except open spaces of all plots including Residential Commercial School Plot, Playground Plot Library, Plot can be sold to one or more owner or can be developed by the owner.

(j) It is also agreed by the purchaser that after taking the possession of the plot he shall be liable to pay and bear all the taxes, charges, levies that may be levied by local bodies i.e. CIDCO Corporation or any other competent Govt. authorities.

(k) The network of Street lights and transformer for electrical distribution shall be installed and located of appropriate location and that each purchaser shall have to take the own electrical supply line from such common locations and electrical poles installed. Road infrastructure shall be provided in the internal layout. The network of drainage pipeline shall be provided on the internal roads, facing to the plot and that the purchaser shall be liable to join his/her own drainage connection to common pipeline provided b the vendor. The network of Water supply pipe line shall be provided on the internal roads, facing to the plot and that the purchaser shall be liable to have his own water connection, pipe line from such common pipe line provided by the promotor/vendor.

(l) It is further agreed by the purchaser that the vendor is responsible for providing the water supply line and not responsible for supply of water, the purchaser has to make his own arrangement by making an application to the CIDCO or such competent authorities who shall supply water in case of failure in supply of water by the concerned authority, the alternative arrangement shall be made by the purchaser of their cost.

(m) The vendor has provided network for electrically and transformers and that the actual supply of electricity shall be provided by the MSEDCL. The Promotor/Vendor is not the services providers for any kind of service therefore all the payments/bills to be cleared/made to the services provider (i.e. CIDCO, MSEDCL, Town Planning, Collector, Security services etc.).

16] PURCHASER COVENANTS:

(a) The Allotee/ Purchaser agree that the colony of plot holders being promoted by the Promoter is only for the purposes of residence. The Allotee/ Purchaser shall use the Plot, only for the purposes of the residence, and shall not use or cause to be used the same for any other purposes. This shall always be an obligation agreed to by the Allotee/ Purchaser in favor of other Allotees/ Purchasers in the colony.

(b) The Allotee/ Purchaser shall not cause any nuisance or annoyance to the adjoining occupants, nor shall cause any hindrance or obstruction or impediment in the common areas and facilities provided. The Allotee/ Purchaser shall be liable to pay the damages, apart from being liable to be dealt with in accordance with the law.

16] LEVIES:

(a) From the date of Sale Deed of plot stipulated herein, the Allotee/ Purchaser shall be liable to bear all taxes, cess and charges, as may be levied by the concerned local authorities on the Plot.

(b) If at any time, as a reason of execution of this indenture, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ value added tax/ service tax/ turnover tax goods and service tax etcetera, by whatever name called, is levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be put in force, either by the central or the state government or by the local authority, in respect of the Plot or this instrument or the transaction herein, shall exclusively be paid/ borne by the Allotee/ Purchaser, and in the event being constrained to bear such levies, the Allotee/ Purchaser shall forthwith reimburse the same to the Promoter. There shall always be a charge of such amount on the Plot till receipt of the amount of such levy constrained to be borne and paid by the Promoter from the Allotee/ Purchaser.

18] EXECUTION OF SALE DEED:

(a) Subject to payment of the entire agreed price and other payable money in terms of this agreement by the Allottee/ Purchaser, the Promoter shall execute or caused to be executed sale deed of the Plot, in favor of the Allottee/ Purchaser.

(b) Failure on the part of the Allottee/ Purchaser to pay the agreed price and other payments pertaining to the said Plot under this agreement, the Promoter shall be entitled to terminate this agreement.

(c) All expenses, such as stamp duty, registration fees and incidentals, relating to this agreement have been, as agreed, have been exclusively borne by the Allottee/ Purchaser, and the Allottee/ Purchaser agrees to bear all such stamp duty, registration fees and incidentals thereto, for the conveyance of the Plot stipulated herein.

(d) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the said land and the building in which the Plot is situated.

(e) To bear and pay increase in local taxes, Water Charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Plot by the Purchaser to any purposes other than for residential purpose.

(f) The Purchaser shall transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the plot until all the dues payable by the Purchaser to the Promoter/Developer under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoter/Developer.

(g) Till the execution of registered sale deed in favour of the Plot Purchaser, the Plot Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter and upon the said land or any part thereof to view and examine the state and condition thereof.

19] Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said Plots or of the said Plot 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 and all open spaces, parking spaces, recreation space, will remain the property of Promoter/Developer.

20] Any delay tolerated or indulgence shown by the Promoter/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter/Developer shall not be construed as a waiver on the part of the Promoter/Developer of any breach or non-compliance of any of the terms & conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter/Developer.

21] The Purchaser and/or Promoter/Developer shall present this Agreement for its proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

22] All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./ Under Certificate of posting at his/her address specified below or shall serve the said communication through email:

1] Mr. -----
R/o -----

2] Mr. -----
R/o -----

23] This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder/said Act and the rules made thereunder.

FIRST SCHEDULE

All that the part and parcel of property land area admg. 32600.00 sqm. part of Gut No. 339, CIDCO Waluj Mahanagar-III of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad bounded by:-

East :- Gut No. 341

West :- Gut no. 338

North :- Gut no. 343

South :- Gut no. 338 & 340

SECOND SCHEDULE

Plot No. --, area admeasuring ----- sq. meters, "BHANUDAS NAGAR PHASE-I" Part of Gut No. 339, CIDCO Waluj Mahanagar-III, Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad,

EAST	
WEST	
SOUTH	
NORTH	

ANNEXURE A

Name of the Advocate	Adv. Anand Umrikar
Address	Plot No. 71, New SBH Colony, Shahnoorwadi, Aurangabad
Date	
CERTIFICATE	
This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in my opinion the title of Mr. Ninad Narendra Khoche & Mrs. Sunita Bhanudas Joshi, is absolute, clear, good & marketable & and M/s. Joshi Associates have involved their Development Rights in terms of the Development Agreement and the said property is free from all encumbrances	
Place: Aurangabad	Signature of the Advocate Anand Umrikar
Date :	

ANNEXURE B

1] 7/12 Extract.

2] N.A. Sanad bearing No. 364 dated 29.07.2020 issued by the Tahsildar, Gangapur, Dist. Aurangabad.

3] Development Permission/Final Layout permission & Commencement Certificate bearing No. CIDCO/ATPO/BP/AUR(WLJ)/2020(LP)/18 dated 16.12.2019.

4] Final Approved Lay-out Plan CIDCO/ATPO/BP/AUR(WLJ)/2020(LP)/18 dated 16.12.2019.

5] No Objection Certificate bearing No. CIDCO/ATPO/BP/AUR(WLJ)/2020(NOC)/21 dated 06.08.2020.

ANNEXURE C

- Specification of the Lay-out will be as under: -

Common areas and facilities:

Common areas and facilities:

- ❖ Internal Roads
- ❖ Internal Water Supply Lines
- ❖ Internal Drainage/Sewerage Lines
- ❖ Common distribution Board for electricity connection
- ❖ Internal Street Lights
- ❖ Internal Landscaping with tree plantation
- ❖ Gated community with fencing & Compound Wall.
- ❖ Entrance Gate with Security cabin

The area under layout which is exclusively owned by the promotor and the plot purchaser have not any legal right/interest/title in the property described below :

It is specifically declared, agreed, admit and confirm by the plot purchaser that the amenity plots referred below are exclusively owned by the promotor and the plot purchaser have not any legal right/interest/title in the said property.

- 1] Primary and Secondary School Amenity plot.

- 2] Playground Amenity Plot for School.
 3] Amenity Plot for Dispensary.
 4] Amenity Plot for Vegetable Market.

ANNEXURE D
 List of documents provided to the purchaser.

Sr.No.	DESCRIPTION OF THE PROPERTY DOCUMENTS GIVEN BY THE PROMOTER/VENDOR TO THE PLOT PURCHASER.
1.	7/12 Extract of Gut No. 339 of Waluj Budruk Tq. Gangapur & Dist. Aurangabad
2.	Registered Development Agreement bearing No. 2034 dated 19.05.2015 executed by Mr. Prabhakar Rao Govindrao Khoche and signed by Mr. Narendra Prabhakar Rao Khoche and Mr. Ninad Narendra Khoche as the consenting party in favour of M/s. Joshi Associates, through its partners Mr. Ganesh Madhukarrao Bagul, Mrs. Shilpa Shrikant Joshi, Mr. Ravi Namdeorao Gadekar & Mr. Omprakash Laxminarayan Dhoot with respect to the land area admeasuring 3 H 26 R, part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad
3.	Registered Power of attorney bearing No. 2035 dated 19.05.2015 executed by Mr. Prabhakar Rao Govindrao Khoche and signed by Mr. Narendra Prabhakar Rao Khoche and Mr. Ninad Narendra Khoche as the consenting party in favour of M/s. Joshi Associates, through its partners Mr. Ganesh Madhukarrao Bagul, Mrs. Shilpa Shrikant Joshi, Mr. Ravi Namdeorao Gadekar & Mr. Omprakash Laxminarayan Dhoot with respect to the land area admeasuring 3 H 26 R, part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad
4.	Registered Deed of Confirmation/Correction/Modification bearing No. 4081 dated 28.06.2018 executed by Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi in favour of M/s. Joshi Associates, through its partners Mr. Ganesh Madhukarrao Bagul, Mrs. Shilpa Shrikant Joshi, Mr. Ravi Namdeorao Gadekar & Mr. Omprakash Laxminarayan Dhoot with respect to the land area admeasuring 3 H 26 R, part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad.
5.	Registered Power of attorney bearing No. 4082 dated 28.06.2018 executed by Mr. Ninad Narendra Khoche and Mrs. Sunita Bhanudas Joshi in favour of M/s. Joshi Associates, through its partners Mr. Ganesh Madhukarrao Bagul, Mrs. Shilpa Shrikant Joshi, Mr. Ravi Namdeorao Gadekar & Mr. Omprakash Laxminarayan Dhoot with respect to the land area admeasuring 3 H 26 R, part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad
6.	Development Permission/Final Layout permission & Commencement Certificate bearing No. CIDCO/ATPO/BP/AUR(WLJ)/2020(LP)/18 dated 16.12.2019 issued by the Additional Town Planning Officer, CIDCO, Aurangabad with respect to the land area admg. 23025.00 sqm. part of Gut No. 339 of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad.
7.	Layout plan approved by the Additional Town Planning Officer, CIDCO, Aurangabad with respect to the land area admg. 23025.00 sqm. part of Gut No. 339 of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad.
8.	Sale NOC/ No Objection Certificate bearing No. CIDCO/ATPO/BP/AUR(WLJ)/2020(NOC)/21 dated 06.08.2020 issued by the Additional Town Planning Officer, CIDCO, Aurangabad towards no objection to sale the Plot No. 01 to 154 part of Gut No. 339 of Village Waluj (BK), Tal. Gangapur, Dist. Aurangabad
9.	Sanad bearing No. 364 dated 29.07.2020 issued by the Tahsildar, Tq. Gangapur, Dist. Aurangabad towards conversion of land area admg. 13259.25 sqm. part of Gut No. 339 Situated at Waluj Budruk Tq. Gangapur & Dist. Aurangabad
The photocopy of above referred Project Documents from Sr. No. 1 to 9, are handed over by the promoter/vendor to the purchaser & has acknowledged the same.	

Name of the Purchaser	Signatures	
SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The Promoter/Land Owner/Developer/Vendor/s. 1] Mr. Ninad Narendra Khoche 2] Mrs. Sunita Bhanudas Joshi Through GPA Mr. ----- Partner of M/s. Joshi Associates	Signature	Photo

AND M/s. Joshi Associates Through its Partner Mr. -----		
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SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED The PURCHASER	Signature	Photo

WITNESSES