



AGREEMENT TO SALE

Actual consideration ₹ /-

Govt. Valuation ₹ [Click here](#) /-

Gut No.-35/P, Zone No.-_____ @ 3500/SQM

Stamp Duty Paid ₹ _____/-

Agreement to Sale of **plot No. [Click](#) in "Khinvasara City"** situated at Gut No.35/Part located at Nakshtrawadi, Tq. and Dist. Aurangabad within the Limit of Aurangabad Municipal Corporation, Tq. and Dist. Aurangabad.

THIS DEED OF AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS [Click](#) DAY OF [Click](#) 2021

BY AND BETWEEN

Mr. Ravindra Champalal Khinvasara,
PAN No. ACQPK8748P
Age. 57 Years, Occ. Business and Agriculture,
R/o: Plot no.16, Chikalthana MIDC, Aurangabad.

Presented through SPA holder Mr.
Vide daybook no. _____ dated _____

Hereinafter called and referred to as "**Party of the FIRST PART/ OWNER/VENDOR**" (which expression shall, unless repugnant to the Context & meaning thereof, be deemed to mean and include all His successors, heirs, executed, administrator and assigns etc.)

AND

Mr./Mrs. [Click Name here](#)
Age: [Click](#) Years, Occ.: [Click here](#), PAN No.: [Click here ...](#)
E-mail Id: - [Click here](#) Mobile No. [Click here](#)
R/o. [Click here](#).

AND

Mr./Mrs. [Click Name here](#)
Age: [Click](#) Years, Occ.: [Click here](#), PAN No.: [Click here ...](#)
E-mail Id: - [Click here](#) Mobile No. [Click here](#)



R/o. [Click here](#)

Hereinafter called as “**Party of the SECOND PART/PURCHASERS/VENDEES**” (which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators and assignees, etc.)

WHEREAS, the Vendor is the owner and possessor of the property land bearing Gut No. 35, totally admeasuring 9H 23R out of it to the extent of 6H 26R situated at Nakshtrawadi, Tq. And Dist. Aurangabad, more particularly described in Schedule A hereunder [Hereinafter called and referred to as the 'said land'].

AND WHEREAS, the property land bearing the property land bearing Gut No. 35, totally admeasuring 9 H 23 R out of it to the extent of 7 H 32 R situated at Nakshtrawadi, Tq. And Dist. Aurangabad was originally owned and possess by Mr. Ganesh Ramkisan Barwal, Mr. Gajanan Ramkisan Barwal, Mr. Rohidas Lalman Barwal, Mr. Ramgopal Chandulal Barwal, Smt. Bijanbai Janardhan Dewatwal and Smt. Dhannabai Chunnilal Kamekar as their ancestral property. The name of above persons also came to be mutated in the revenue record vide Mutation Entries no 657, 658, 709 & 658 as owners.

AND WHEREAS, Mr. Ganesh Ramkisan Barwal, Mr. Gajanan Ramkisan Barwal, Mr. Rohidas Lalman Barwal, Mr. Ramgopal Chandulal Barwal, Smt. Bijanbai Janardhan Dewatwal and Smt. Dhannabai Chunnilal Kamekar have sold the above property i.e property land bearing Gut No. 35, totally admeasuring 9 H 23 R out of it to the extent of 7 H 32 R situated at Nakshtrawadi, Tq. And Dist. Aurangabad to the Vendor vide registered sale deed bearing its daybook serial no 577/2006 on dated 03/02/2006 at the sub-registrar office Aurangabad and as such the vendor became the absolute owner of the above property and the name of the owner has also come to be mutated in revenue record as owner.

AND WHEREAS, as per the letter issued by Municipal Corporation Aurangabad dated 02/12/2013, the vendor has executed the Relinquishment deed in favour of the Municipal Corporation Aurangabad to the extent of area admeasuring 10622.02 Sq. Met. Vide its daybook serial no 5556/2013 dated 02/12/2013 at the sub-registrar office Aurangabad. That



the Vendor alone shall receive all the compensation, TDR, FSI, and/or any other consideration towards the same, the purchaser or any other person claiming through them has no right nor shall they make any claim with respect to the same.

AND WHEREAS, the vendor has got the N. A. permission from the competent authority/ District Collector on dated 21/01/2016 vide permission bearing No. J.K.2011/MSHAKA/JAMIN-1/NAP-34/MOUJE NAKSHTRAWADI, TQ. AURANGABAD/ P.K.74 under sec 44 of the Land Revenue Code 1966.

AND WHEREAS, the vendor decided to develop plots over the said land and obtained in principle layout sanction from Municipal Corporation Aurangbad, vide letter bearing No. JA. KRA./ MANAPAA/ NARAVI/ SASANNARA/ 2021/2003 dated 09/06/2021. **Annexure 1**

AND WHEREAS the in principle approved layout consists total 302 residential/commercial plots, 5 open spaces, 1 amenity plot i.e Plot No.303. Except open spaces all plots including Residential, Residential + Commercial, Amenity Plot can be sold to one or more people or can be developed by the owner.

And whereas, the vendors have planned to create a common infrastructure to improve assets and liabilities of the individual plots like road, water line, electrical infrastructure, drainage line etc. to enjoy the benefits of the Common infrastructure and Common amenities like road, water line, electrical infrastructure, open space, etc. jointly.

AND WHEREAS, party of first part decided to develop the said property as per the sanctioned layout. The sanctioned layout has Five open spaces totally which can be used for playground, erection of transformers, or any other common facilities for the plots on the said land.

AND WHEREAS, the vendor has decided to develop the said property and has floated the plotting scheme/project on the said land under the name and style of “**Khinvasara City**” consisting of 303 open plots from plot No1 to plot no. 303(including Residential + Commercial plots i.e. Plot No.1 to 15, Row house and residential plots i.e. Plot no.16 to 302 and Amenity plot i.e. plot no. 303). The purchasers of plots in the said project shall have a right/claim/interest in the plot they have purchased only. The plot purchasers cannot object to any changes/modification/amendment or total re-sanctioning of the remaining Approved layout i.e. any area outside their plot



described in **Schedule B**, nor can they claim a right to common area, infrastructure, etc in such area. The Purchaser hereby gives NOC for the changes/modification/amendment or total re-sanctioning of the remaining Approved layout i.e. any area outside their plot described in **Schedule B**. No other NOC is required from the plot purchaser for that.

AND WHEREAS the Vendor has registered the said Project as “**Khinvasara City**” under the provisions of the Real Estate (Regulation & Redevelopment Act, 2016 with the Real Estate Regulatory Authority at Mumbai On _____ under registration no. _____ and has been annexed and marked as **Annexure-II**.

AND WHEREAS the purchaser has gone through all the above referred documents, and also other Ownership title documents of the owner and after being fully satisfied about the title, and the plan approved by the competent authority, the development plan and area of “**Khinvasara City**” and also having understood the concept of whole project, requested the Vendor to sell Plot no **Click** admeasuring **Click** Sq. Met which is specifically described in **Schedule-“B”** and is as shown in the map attached to this deed as **Annexure-III**, and the Vendor have also agreed for the same on the following terms and conditions.

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

1. That the Vendor have agreed to sell the plot No. **Click**, adm. **Click** Sq. Mtrs. in “**Khinvasara City**” to the purchaser for the total consideration of ₹ **Click** /- (₹ **Click** Lakh **Click... ..** Thousand **Click** Hundred Only) out of which the purchasers have paid the amount of ₹ **Click** /- (₹ **Click** Lakh **Click** Thousand **Click** Hundred Only) as under:

-

Cheque bearing No.	Date	Bank	Amount In Rs.
Click	Click	Click	₹. Click
Click	Click	Click	₹. Click



Click	Click	Click	₹. Click
		Total	₹. Click

The remaining amount of consideration of ₹. Click/- (₹. Click... .. Lakh only) will be paid by the purchasers to the vendor as per the payment schedule i.e. “**Schedule C**”.

It has been expressly clarified that the entire consideration stated above is towards sale of the Plot & no consideration is attributable or charged towards any other direct or indirect benefits received by the purchaser.

Without prejudice to the right of the Owner to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest at 2% per month, with monthly rests, on all the amounts which become due and payable by the purchaser/s to the Owner till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver/extinguishment of the right of the Owner under this Agreement, nor shall it be construed as condonation of delay by the Owner. The amount of interest may be informed to the purchaser/s from time to time or on completion of the said project, and the purchaser/s has/have agreed to pay the same as and when demanded by the vendor.

2. That any liability of whatsoever nature under GST, or any other taxes etc., if any, arising out of sale transaction of Plot shall be paid by the purchasers as and when the same become payable at the prevailing applicable rate.
3. The Vendor hereby assures to the Purchaser that the Vendor have absolute power to sell the plot under assignment and there is no any other encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.



4. That It is agreed that for the purpose of management of **“Khinvasara City”** an association namely **“Khinvasara City Facility Management Association”** is to be formed by all the purchasers with the consent of the vendor and the present purchaser shall compulsorily be a member of the said association and shall be liable to observe all the terms and conditions imposed by such association.

That the Association will supervise, manage and maintain all the facilities and all the common Amenities of the Part like roads, Drainage, electric infrastructure, waterline, etc. and other related aspects of the **‘Khinvasara City’** Condominium wherein the purchasers will have their respective plots. The association shall also have the right to collect monthly Facility management amount from the plot purchasers for the same. The Purchasers shall be liable to pay the amount of facility management from the date of signing of this agreement. So also the purchasers through the association once formed shall reimburse the promoter for the outgoings being borne by him and the outgoings already borne by him in respect of all sold/unsold plots in the project.

5. That at present the Municipal Corporation of Aurangabad does not have a line passing nearby the layout. That the vendor shall only provide internal infrastructure of waterline for the layout which can be used by the purchaser as and when the Municipal Corporation of Aurangabad provides water connection to the layout. That till the same is provided by the Municipal Corporation of Aurangabad, it shall be the responsibility of the purchaser to arrange for the water for all/any purpose on their own either by digging wells/bore-wells on their land and/or through tankers, etc.

That the association shall allow the Plot purchasers to draw water from the said water line of Municipal Corporation of Aurangabad, as and when it is provided subject to the Terms and Conditions agreed by the purchasers and mentioned in the present clause. The Purchasers so as to avoid any dispute/s regarding the supply of water and/or the payment of water charges of the said water connection agree to the Terms and conditions of this Clause.



That the purchasers agree that, they shall draw and use water only as per the Terms and Conditions of this clause.

THAT every purchaser/s who desires to draw water from the Municipal Corporation of Aurangabad water connection to their plot/s shall apply in writing to the association and shall not draw any water until after obtaining written permission from the association and the necessary approvals of the association.

THAT after obtaining the written permission of the association the purchaser/s shall and will on his own expenses get a pipeline drawn to his plot from the layout pipeline already laid by the vendor. The purchaser/s shall then get the pipeline inspected by the association or its authorised representative/s and get its approval and a N.O.C (no objection certificate). The purchasers shall start drawing the water only after receiving the said approval and N.O.C.

THAT it is hereby expressly agreed by the purchasers that the vendor and/or the association shall not be accountable or responsible for any increase or decrease or stoppage of water supply from Municipal Corporation of Aurangabad nor shall it be responsible or accountable for the quality, quantity, timing, or other problems regarding water supply from Municipal Corporation of Aurangabad. Any Grievance/s to that effect shall directly be taken up with the Municipal Corporation of Aurangabad by the aggrieved purchasers.

6. That the purchaser has full knowledge that he is purchasing plot No. **Click** in the “**Khinvasara City**” and he shall not have any right or interest in other plots which are proposed in the “**Khinvasara City**” or any other plot in the approved layout.

7. The purchaser hereby agrees to abide individually and collectively (including through the association) abide by all present and future conditions of Municipal Corporation of Aurangabad in respect of the layout.



8. It is also agreed by the purchaser that, after the present agreement, he shall be liable to pay and bear all the taxes, charges, levies that may be levied by local bodies i.e. Municipal Corporation of Aurangabad, Corporation or any other competent Govt. authorities.

9. That the vendor is providing the following common infrastructure to the purchaser of the plot in **“Khinvasara City”**: -

1. The network of Street lights and Transformer for electrical distribution for the project shall be installed and located at appropriate locations and that each purchaser shall have to take his own electrical supply line from such common locations and electrical poles/minipillars installed.

2. Road infrastructure shall be provided in the internal layout.

3. 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 by the vendor only after the activation of corporation drainage line. Till time he will have to make an arrangement for septic tank on his own.

4. 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 vendor.

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 Municipal Corporation of Aurangabad or such competent authorities who shall supply water. In case of failure in supply of water by the concerned authority, the alternative arrangements shall be made by the purchaser at their cost.

The vendor has provided the network for electricity and transformers and that the actual supply of electricity shall be provided by the MSEDCL. The vendor are not the service providers for any kind of services therefore all the payments/bills to be cleared/made to the service providers (i.e. Municipal



Corporation of Aurangabad, MSEDCL, Town Planning, Collector, Security services etc).

All the above infrastructures shall be completed and will be handed over till _____.

The vendor has provided the infrastructures as mentioned in this agreement but after completion of the common infrastructure, the said infrastructure and common facilities shall be maintained and managed by the purchaser or association which may be formed with the consent of the vendor for day to day facility management and maintenance. That the share in common expenses in proportion to plot area shall be borne by the Purchaser. After formation of the society/association the responsibility of facility management and maintenance of infrastructure facility and collecting maintenance shall be undertaken by such association. The Purchasers shall not transfer or assign, part with the interest or possession of the property under this agreement prior to execution of sale deed without the prior permission in writing from the vendor.

10. After final approval received from Municipal Corporation of Aurangabad and after execution of sale deed the Vendor shall hand over the possession of the Plot under sale to the purchaser subject to realization of all payment and or dues if any.

11. That from the date of possession or of sale deed or Agreement to Sale of the Plot whichever is earlier, the purchasers will be bound to pay all Taxes and other taxes attributable to the Plot purchased by them.

12. That in the event of the sale not being completed due to any wilful default on the part of the Purchasers, the Owner shall have the right to enforce specific performance against the Purchasers for this Agreement or alternatively to forfeit the earnest money and cancel the agreement and shall also have right to recover from the purchasers the costs incurred by the Owner from the commencement of the negotiations of the sale of the said



property till the date of the cancellation by the Owner of this Agreement but no further or other damages shall be paid by the Purchasers.

13. That the purchasers shall be also liable to pay all the expenses required for the execution and registration of this deed and the sale deed in their favour.

14. The plot under sale is residential/ residential cum commercial plot and it shall be used for the said purpose only. In no case any commercial activity will be done on the residential Plots.

SCHEDULE “A”

All part and parcel of “**Khinvasara City**” situated at Gut No. 35, totally admeasuring 9 H 23 R out of it to the extent of 7H 32R situated at Nakshtrawadi, Tq. And Dist. Aurangabad within the Limit of Aurangabad Municipal Corporation, more particularly depicted in map **annexure 1** and the same is bounded by:

- East :- Aurangabad Paithan Road.
- West :- Gut No. 36 And 37.
- South :- Gut No. 34.
- North :- 30M Wide DP Road.

SCHEDULE – “B”

That entire piece and parcel of Plot No. [Click](#) Admeasuring [Click](#) Sq. mtr. [Along with additional prorated FSI Sq. mtr](#) (if any) In “**Khinvasara City**” forming part of aforesaid gut no. [Click](#) (more specifically mentioned in the aforesaid Schedule “A”) and is bounded by:-

- East :- [Click](#)
- West :- [Click](#)
- South :- [Click](#)



North : - Click

Schedule- “C”

Payment Schedule

Sr.no	Instalment No.	Date on or before which instalment must be paid	Instalment Amount which is to be paid by Purchaser to the vendor.	Remaining amount of consideration to be paid to the vendor by the purchaser
Sr	Click... ..	Click... ..	Click... ..	Click... ..
Sr	Click... ..	Click... ..	Click... ..	Click... ..
Sr	Click... ..	Click... ..	Click... ..	Click... ..
Sr	Click... ..	Click... ..	Click... ..	Click... ..
Sr	Click... ..	Click... ..	Click... ..	Click... ..
Sr	Click... ..	Click... ..	Click... ..	Click... ..
Sr	Click... ..	Click... ..	Click... ..	Click... ..

IN WITNESS WHEREOF THIS AGREEMENT TO SALE IS EXECUTED ON Click DAY OF Click 2021, AT AURANGABAD.

OWNER

Mr. Ravindra C. Khinvasara -----

PURCHASERS

Mr.-----



Mr.-----

WITNESS: -

1. Mr. Click... ..
Age: - Click... Yrs, Occ.: - Click...
R/o: - Click... ..
Click
2. Mr. Click... ..
Age: - Click... Yrs, Occ.: - Click...
R/o: - Click... ..
Click

Annexure I- Sanctioned Layout
Annexure II- RERA Certificate
Annexure III- Plot map