



AGREEMENT TO SALE OF IMMOVABLE PROPERTY

Actual consideration Rs. [Click here](#)/-
 Govt. Valuation in Rs. [Click here](#)/-
 Gut No.-155, Zone No.-11.3 @ ₹ 6,100/SQM
 Gut No.-209, Zone No.-9.3 @ 12,600/SQM

Agreement to Sale of **plot No. [Click](#)** in "**Khinvasara Town Part-2-B**" situated at Gut No.155 and Gut No. 209 located at Tisgaon, Tq. and Dist. Aurangabad within the Limit of CIDCO, Waluj Mahanagar, Tq. and Dist. Aurangabad.

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

Mr. Champalal Kanhaiyalal Khinvasara,
 PAN No. ACQPK8815R
 Age. 84 Years, Occ. Business,
 R/o: 14-"Sushanti", N-3 CIDCO,
 Jalna Road, Aurangabad.

Through his GPA holder
Vide daybook no. 3479/2019 Dated 01/04/2019

Mr. Ravindra C. Khinvasara,
 R/o: 14- "Sushanti", N-3 CIDCO,
 Jalna Road, Aurangabad.

Presented through SPA holder Mr. [Click Name here](#)
Vide daybook no. 3088/2019 dated 24/04/2019

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

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

AND

[Click Name here](#)
 Age: 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. 155, totally admeasuring 7 H 18 R out of it to the extent of 5 H 21 R and property land bearing Gut No. 209, totally admeasuring 3 H 68 R out of it to the extent of 01 H 02 R situated at Tisgaon, Tq. And Dist. Aurangabad.

AND WHEREAS, the property land bearing Gut No. 155 and property land bearing Gut No. 209 situated at Tisgaon, Tq. And Dist. Aurangabad was originally owned and possess by one Mr. Mumtazuddin Khan S/o Miya Khan as his ancestral property. That after the death of Mr. Mumtazuddin Khan S/o Miya Khan the above properties were succeeded by his four sons and two daughters namely Mr. Salimul Hasan Khan, Mr. Naziruddin Khan, Jiyauddin Khan, Zahiruddin Khan, Sajera @ Sajida Begum and Saleha begum W/o Mukhtar Ahmad and the name of above owners are also came to be mutated in the revenue record.

AND WHEREAS, Mr. Salimul Hasan Khan, Mr. Naziruddin Khan, Ziauddin Khan, Zahiruddin Khan, Sajera @ Sajida Begum have entered into agreement to sale in respect of above properties with The vendor on dated 15/12/1993 and subsequently the one remaining Saleha begum W/o Mukhtar Ahmad also entered into agreement to sale in respect of her share in above properties on dated 06/07/1994. There were tenants over the above lands and the tenants have surrendered their rights over the above land in the proceedings before Tahsildar Aurangabad in proceedings bearing no 94/TNC-KAVI-112 and the above lands were put in possession of The vendor by following due procedure of law.

AND WHEREAS, in terms of Agreement to sale dated 15/12/1993 and 06/07/1994 and the subsequent Bharana Pavti dated 21/01/1995 and 07/09/1995 executed by the previous owners and The vendor the contract could not be completed and as such The vendor filed suit for specific performance of contract bearing Spl. C. S. no 487/1998 against the previous owners.

AND WHEREAS, the compromise is arrived at in between some of the parties and The vendor and as such Mr. Jiyauddin Khan and Sajera @ Sajida Begum sold their undivided share in above properties to The vendor by virtue of registered sale deed bearing its daybook sr. no 4012/2010 dated



13/05/2010 registered at the office of Sub-Registrar at Aurangabad, thereafter the successors of Zahiruddin khan i.e. Kausar Parvin W/o Zahiruddin khan, Rubina Parvin D/o Zahiruddin khan, Muzaffaruddin S/o Zahiruddin khan, Azizuddin Khan S/o Zahiruddin khan, and Azaruddin Khan S/o Zahiruddin khan have sold their undivided share in above properties to The vendor by virtue of registered sale deed bearing its daybook sr. no 6628/2010 dated 10/08/2010 registered at the office of Sub-Registrar at Aurangabad, thereafter Saleha begum W/o Mukhtar Ahmad sold her undivided share in above properties to The vendor by virtue of registered sale deed bearing its daybook sr. no 8972/2010 dated 02/11/2010 registered at the office of Sub-Registrar at Aurangabad, thereafter the successors of Saleemuddin Khan i.e. Mehrunissa Begum W/o Saleemuddin Khan, Qudsiya Fatima D/o Saleemuddin Khan, Naziyaseema D/o Saleemuddin Khan and Bushra Zareen D/o Saleemuddin Khan have sold their undivided share in above properties to The vendor by virtue of registered sale deed bearing its daybook sr. no 969/2013 dated 15/02/2013 registered at the office of Sub-Registrar at Aurangabad and lastly as per the decree in Spl. C. S. no 487/1998 the court commissioner appointed by Civil Judge Senior Division Aurangabad has executed the sale deed in respect of the above lands on behalf of reaming previous owners i.e. Sabiha Begum W/o Naziruddin Khan, Ikramuddin Khan S/o Naziruddin Khan, Nadimuddin Khan S/o Naziruddin Khan, Rehana Firdos D/o Naziruddin Khan and Aeshya Firdos D/o Naziruddin Khan in favour of The vendor vide registered sale deed bearing its daybook sr. no 7304/2016 dated 26/10/2016 registered at the office of Sub-Registrar at Aurangabad. As such The vendor became the absolute owner of the above properties.

AND WHEREAS, the CIDCO has acquired some portion of land to the extent of area admeasuring 63 R from gut no 155 and 58 R from gut no 209 for 30-meter road in award bearing no 25/1992 and area admeasuring 85 R from gut no 155 and 01 H 66 R from gut no 209 for 15 meter DP road and 25% compulsory acquisition in award bearing no 45/1997. Thereafter National Highway Authority also acquired some portion of land area admeasuring 54 R from gut no 155 and 37 R from gut no 209 for extension of road and the compensation also came to be paid to the owner i.e The vendor and appeal for enhanced compensation is also filed and pending.

AND WHEREAS, the party of the first part, is the absolute owner of property land bearing Gut No. 155, totally admeasuring 7 H 18 R out of it to the extent of 5 H 21 R and property land bearing Gut No. 209, totally admeasuring 3 H 68 R out of it to the extent of 01 H 02 R situated at Tisgaon, Tq. And Dist. Aurangabad.



AND WHEREAS party of first part was desirous to sell his property and accordingly got layout plan tentatively approved from competent authority vide letter no. CIDCO/ATPO/BP/AUR(WLJ)/2019(TLP)/24 dated 25/01/2019, subsequently final approval was received on 12/04/2019 vide letter no. CIDCO/ATPO/BP/AUR(WLJ)/2019(LP)/02, and an application was submitted for the permission for non-agriculture U/s 44 of the Maharashtra Land Revenue Code 1966 and the NA permission was received on 15/04/2019 vide order no. J.KR.2019/JAMA-2/PARI.B./CR-35. So also the CIDCO had given N.O.C for sale of plots vide Outward No. CIDCO/ATPO/BP/AUR(WLJ)2019(NOC)/10 dated 09/12/2019.

AND WHEREAS The final approved layout consisted total 213 residential/commercial plots, 4 open spaces, 1 amenity plot, 1 school plot, 1 school playground area and the vendor had decided to develop the said property partwise, and had floated the plotting scheme in first part on the said land under the name and style of "Khinvasara Town part-1" consisting of 201 open plots from plot No1 to plot no. 201 (including library/commercial plot, plot no. 145) in residential zone.

AND WHEREAS The Owner thereafter decided to revise the sanctioned layout which falls outside the area of "Khinvasara Town part-1" and now the party of the first part is floating 'Khinvasara Town Part-2' after getting revised layout plan tentatively approved from competent authority vide letter no. CIDCO/ATPO/BP/AUR(WLJ)/2020/(TLP)/44 dated 09/04/2021.

AND WHEREAS The tentatively approved layout dated 09/04/2021 has converted the earlier sanctioned layout plots bearing No. 202 to 213 to plots bearing No. 202 to 312 (including amenity plot, plot No. 250), so also the location of the open space and amenity area outside 'Khinvasara Town Part-1' has been changed and as already stated amenity plot bearing No. 250 is also carved out so also the open space has been split into two open spaces.

AND WHEREAS, the Competent Authority has required to create a common infrastructure to improve assets and liabilities of the individual plots like road, water line, electrical infrastructure, drainage line etc. for enjoyment by plot owners jointly but the same for the present 'Khinvasara Town Part-2' is not being done by the vendor and the same is undertaken by the Purchasers and the Purchaser individually or along with Purchaser of other plots in the present layout, on their own expenditure shall get the same developed.



AND WHEREAS, party of first part decided to sell the said property as per the sanctioned layout in various parts which consists various plots has decided to float the second part of Khinvasara town which has Two open spaces totally which can be used for playground, erection of transformers, or any other common facilities for the project and its various parts and also an amenity area.

AND WHEREAS, the vendor has decided to sell the said property partwise, Owner has floated the plotting scheme in the second part on the said land under the name and style of **"Khinvasara Town Part-2-B"** consisting of 53 open plots from plot No. 260 to plot no. 312 in NUZ. The Vendor have decided to sell demarcated plots of land and the said Part of land shall be known as "Khinvasara Town Part-2-B" hereinafter referred as "Said Part". The purchasers of plots in the said project shall have a right/claim/interest in the plot they have purchased and other common amenities and common infrastructure like road, water line, electrical infrastructure, etc. which will be developed by them in the said project. The plot purchasers cannot object to any changes/modification/amendment or total re-sanctioning of the remaining Approved layout i.e. any area outside **Schedule A** and more particularly described in Map **Annexure-I**, nor can they claim a right to common area, infrastructure, etc in such area.

AND WHEREAS the Vendor has registered the said Project as **"Khinvasara Town Part-2-B"** under the provisions of the Real Estate (Regulation & Redevelopment Act, 2016 with the Real Estate Regulatory Authority at Mumbai On _____ under registration No. _____ and the Registration Certificate 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 Town Part-2-B"** and also having understood the concept of whole project and its various parts, requested the Vendor to sell Plot No. ____ admeasuring ____ Sq. m. which is specifically described in **Schedule-"B"** as shown in the map attached to this deed as **Annexure-III**, and the Vendor has 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 hereby agrees to sell the plot No. ____, adm. ____ Sq. Mtrs. in **"Khinvasara Town Part-2-B"** 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 ₹.
Click...	Click	Click... ..	Click... ..
Click...	Click	Click... ..	Click... ..
Click...	Click	Click... ..	Click... ..
		Total :-	₹. Click...

The remaining amount of consideration of ₹. Click... .. /- (₹. Click... .. Lakh Click... .. Thousand Click... .. Hundred 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 @ 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 before the possession of the said Plot.

2. That any liability of whatsoever nature under GST etc., if any, arising out of sale transaction of Plot shall be paid by the purchasers as and when the same become payable. The sale consideration mentioned in this agreement is excluding any GST, service tax, NA tax, Property tax etc., in case the Vendor is required to pay any such GST, service tax, NA tax, Property tax etc., in respect of this sale transaction of the plot then the Purchaser/s shall indemnify him for the same and in case the vendee fails



to do so the Vendor shall have the first charge on the said plot for the amount so paid by him.

3. The Vendor hereby assures to the Purchaser that the Vendor has absolute power to sell the plot under sale and there is no any other encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc. The Vendor also assures that the N.O.C from CIDCO will be obtained before transferring the said plot to the purchaser/s subject to the completion of infrastructure by the purchaser/s.

4. That an association for the **'Khinvasara Town Part-2-B'** namely **"Khinvasara Town Part-2-B Facility Management Association"** shall be formed with the consent of the Vendor by the plot purchasers of the **'Khinvasara Town part-2-B'** Condominium.

That the Association will supervise and manage all the facilities and all the common Amenities of the Part like roads, Drainage, electric infrastructure, waterline, etc. which shall be developed by the purchaser/s on their own and other related aspects of the 'Khinvasara Town Part-2' 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.

That the Purchaser hereby knows and acknowledges that at present there is no separate water connection provided for 'Khinvasara Town Part-2' and between Khinvasara Town Part-1 and Part-2 there is a highway, the purchaser/s individually or collectively shall develop all the internal network of water lines but the same will be connected to the CIDCO Water line i.e. separate water line or the water connection of Khinvasara Town Part-1 as, when and if possible and the purchasers has to arrange for their water , either by digging a bore well or in any other manner at their own cost.

That when and if there is a water connection provided by the **CIDCO** which supplies water to the entire sanctioned layout. The said water connection is installed with a water meter that measure the amount of water consumed and the water charges are then paid to the **CIDCO** as per the reading of the said meters.



That the association shall allow the Plot purchasers to draw water from the said water line subject to the Terms and Conditions agreed by the purchasers and mentioned in the present clause. The association shall also allow the vendor to draw water from the said connection for its future parts. 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, for drinking/domestic purposes only.

THAT every purchaser/s who desires to draw water from the CIDCO 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. The decision to allow or reject the application shall solely rest with 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 purchaser/s individually or collectively and shall also install a CIDCO approved water meter on his pipeline, which shall measure the amount of water drawn by the said new pipeline of the purchaser/s through a licensed plumber. The purchaser/s shall then get the pipeline and the meter inspected by the association or its authorized 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 the association shall collect and pay the water charges to the CIDCO and that every purchaser/s shall pay to the association (the association shall be entitled to recover from every purchaser/s) the water charges for the water drawn by him/her as per the reading of the water meter installed on his/her pipeline at the rate fixed by the CIDCO for the same.

THAT if the total of the readings of all the water meters installed by the purchasers on their pipelines drawn from the CIDCO water connection is less than the reading of the water meter installed on the said CIDCO water connection from which they have drawn their pipelines, the difference in the reading of the meter on the main connection and the total of the readings of all the meters installed by the purchasers on their pipelines drawn from the said CIDCO water connection shall be calculated and the water charges for the said difference in the readings shall be borne by all the purchasers drawing their pipelines from the said water connection, equally.

THAT in case of non-payment of water charges as per the Terms and Conditions of this clause, the association may take any decision or stop the



supply of water and the association shall have a right to deduct the balance water charges to be received from any of the purchasers against the Facility Management amount paid by or received on behalf of the said purchaser/s and in case of such deduction the purchaser/s shall have to re-deposit the amount deducted before his water supply is re-started, and if the water charges still remain unpaid or unadjusted, the association shall have a charge on the plot/s of the said purchaser/s.

THAT in case of any dispute with regards to drawing of water or the payment or receipt of water charges thereon, the decision of the association shall be final and binding on all or any purchasers. The association is also hereby given the right and authority to stop permanently or temporarily the water supply to any or all the plots in case of any dispute or otherwise.

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 CIDCO nor shall it be responsible or accountable for the quality, quantity, timing, or other problems regarding water supply from CIDCO. Any Grievance/s to that effect shall directly be taken up with the CIDCO by the aggrieved purchasers.

5. That the purchaser has full knowledge that he is purchasing plot No. **Click..** in the **"Khinvasara Town Part-2-B"** and he shall not have any right or interest in other plots which are proposed in the "Khinvasara Town Part-2-B" or any other plot in the approved layout. The Purchaser/s hereby give "N.O.C" for modification/ changes/re-sanctioning of the entire layout (i.e. subject to condition his plot shall remain as it is in terms of area and location). No separate NOC for the same shall be required to be obtained by him for any reason whatsoever.
6. That the vendor and Purchaser agree that the vendor shall allow the Purchaser or their agent with prior permission in writing from the vendor to enter upon the said land (on leave and license basis only) to carry out the development of the said Common infrastructure.
7. The purchaser hereby agrees to abide individually and collectively (including through the association) abide by all present and future conditions of CIDCO in respect of the layout.



8. 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.

9. The Purchasers shall not transfer or assign, part with the interest 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 CIDCO 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 this deed 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 willful 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.

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 favor.

14. The plot under sale is residential plot and it shall be used for residential purpose only. In no case any commercial activity will be done in the residential premises.

SCHEDULE "A"

All part and parcel of "**Khinvasara Town Part-2-B**" situated at Gut No.155 and Gut No. 209 located at Tisgaon, Tq. and Dist. Aurangabad within the Limit of CIDCO, Waluj Mahanagar-1, Tq. and Dist. Aurangabad, more particularly depicted in map **Annexure I** and the same is bounded by:

East :- Gut No. 207



West :- 12 M Wide Road
South :- Gut No. 196
North :- Gut No. 208

SCHEDULE – “B”

That entire piece and parcel of Plot No. ____ consolidated area admeasuring ____ Sq. mtr. In **“Khinvasara Town part-2-B”** forming part of aforesaid gut no. 155 & gut no 209 (more specifically mentioned in the aforesaid Schedule “A”) and is bounded by:-

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

1. **Mr. Champalal Kanhaiyalal Khinvasara**
Through his G.P.A
Mr. Ravindra C. Khinvasara

PURCHASERS

Click... ..

Click... ..

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](#)

