AGREEMENT FOR SALE OF SHOP

Situated at

"*Vitthalarpan Residency-B*"

Mouje - Badnera, Table No. 17.503, Pg. no. 111,

Shop Rate per sq.mtrs. : Ground Floor @ Rs. 29,300/-,

Upper Floor @ Rs. 25,900/-

As per Govt. Valuation, valued at Rs. /-

Stamp Duty is paid as per Government Rules and regulations

(Stamp Duty Rs. /-)

{D.O.D. regd. on __.__.2018 at Sr. No. --_-- with S.R.O. Amt. City-II}

Agreement for Sale Valued at Rs. /-

Total Sale consideration valued at Rs. /-

(Rs. only)

THIS AGREEMENT FOR SALE is made and executed on this Day of March, 2018 between –

Shri Dhanraj Harichand Khandelwal, (P.A.N. ABDPK0881B) aged about 62 years, occupation - business, resident of Khandelwal Jwellers, Laxmi Bhawan Chowk, Dharampeth, Nagpur - 440010, hereinafter referred to as the "VENDOR" or "PROMOTER" (which expression unless repugnant to the context, shall always mean and include his legal heirs, successors and assigns) being the party of *FIRST PART*;

AND

Shri _____ (PAN :), aged about __ years, occupation - _____, resident of _____ - 44___, hereinafter referred to as the "PURCHASER" or "ALLOTTEE" (which expression unless repugnant to the context, shall always mean and include his legal heirs, successors and assigns) being the party of *SECOND PART*;

WHEREAS the Vendor / Promoter Shri Dhanraj Harichand Khandelwal, owns Layout Plot No. 5-A, 5-B, 6, 7, total admeasuring 13815.84 sq. ft. (1284 sq.mtrs.) out of field survey no. 319/1 (part) of Mouje - Badnera, Pragane - Badnera, Tq. & Dist. Amravati, more particularly described at Sr. No. (i) in the Schedule "A" hereto, which is herein after referred to as the "said

plots", having purchase the entire field, vide sale deed dated 18.12.1991, registered at Sr. No. 731, with S.R.O. Amravati City-2, from Shri Vithoba Sansthan, Karla, and, which is hereinafter referred to as the "said plot", and,

WHEREAS the Vendor / Promoter Shri Dhanraj Harichand Khandelwal, owns T. D. R. (rights) equivalent to 513.37 sq.mtr. from out of total transferable rights admeasuring 7446.40 sq. mtr. (Zone-B) of TDR certificate bearing No. 27, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/ TDR/27/2011, dated 13.04.2011, more particularly described at Sr. No. (ii-a) in Schedule "A" hereto, having purchased the same vide Sale Deed dated 10.02.2012, registered at sr. no. 703 with the office of Sub Registrar, Amravati City-3, from Maloo & Talda Developers through partner Shri Pravin Balkrushnaji Maloo, r/o. Ambapeth, Amravati, which is rectified vide Deed of Rectification dated 21.09.2016, registered at sr. no. 2892, with the office of Sub Registrar, Amravati City-2, by mentioning that only 452.37 sq.mtr. (4869.31 sq. ft.) T.D.R. (rights) has been sold, and

WHEREAS the Vendor / Promoter Shri Dhanraj Harichand Khandelwal, owns T. D. R. (rights) equivalent to 61 sq.mtr. from out of total transferable rights admeasuring 20500 sq. mtr. (Zone-B) of TDR certificate bearing No. 19, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/19/2009, dated 25.11.2009, more particularly described at Sr. No. (ii-b) in Schedule "A" hereto, having purchased the same vide Sale Deed dated 21.09.2016, registered at sr. no. 2893, with the office of Sub Registrar, Amravati City-2, from Malu & Talda Developers, through Partner Shri Pravin Balkrushnaji Malu, r/o. Amravati, and

WHEREAS after purchasing the said land described at Serial No. (i) and applying T.D.R. described at Serial No. (ii-a) & (ii-b) of Schedule - A hereto, the vendor / Promoter has commence the construction of the building on the said plot - known as **"VITTHALARPAN RESIDENCY-B"** in pursuance of the map sanctioned by the Municipal Corporation of City of Amravati vide building permit No. 1667, dated 20.12.2016, consisting of several shops / offices, halls and residential Apartments; authenticated copy is attached and marked as "Annexure D", and,

WHEREAS the postal Address of the said Building is **"VITTHALARPAN RESIDENCY-B"**, Vithoba Nagar, Akoli Road, Sai Nagar, Amravati (Maharashtra) and the Vendor / Promoter has submitted the said plot and

building constructed thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 under section 2 of the said Act by duly executing and registering the declaration as provided by sec. 11 of the said Act, registered on __.__.2018, registered at Serial No. --_--, with the office of Sub Registrar, Amravati City - II, and

WHEREAS, the Vendor / Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of entire building; and

WHEREAS, the Vendor / Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority, Mumbai on 07.08.2017, bearing registration no. P50300004073; authenticated copy is attached and marked as "Annexure F", and,

WHEREAS the Vendor / Promoter abovenamed have given inspection to the purchaser of the original documents of title deeds, deed of declaration, the plans, Map sanctioned by Amravati Municipal Corporation, T D R certificate, etc. and upon verification of the same, the Purchaser is fully satisfied about the title of the Vendor over the said land and rights of constructed building including the shop No. , and,

WHEREAS upon such satisfaction in all respects, the purchaser / allottee initially offered to purchase and the vendor / promoter accept the said offer and thus the allottee agreed to purchase and the Vendor / Promoter have agreed to sell to the purchaser / allottee an shop No. described in Schedule "B", to be constructed on the land described in Schedule "A" herewith, to the purchaser / allottee on the terms and conditions mentioned hereinafter;

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS UNDER :

1) The purchaser / allottee hereby agree to purchase from the Promoter and the Promoter hereby agrees to sell to the purchaser / allottee, an Shop No. , of having carpet area admeasuring _____ Sq. Metres on _____ Floor in the Project / Building known as styled as "VITTHALARPAN RESIDENCY-B" (hereinafter referred to as "the Shop"), for the total sale consideration of Rs. _____/- (Rupees _____

Only), excluding the charges of Stamp Duty, Registration Fees, GST and any Government, Semi Government taxes which the Allottee/s have to pay separately. The said consideration is fixed and calculated as per carpet area which is the net usable floor area of said Shop, excluding the area covered by the external walls, areas under services shafts.

That the Allottee/s paid the earnest amount of Rs. /- (Rs. only) to the promoter as under :-

Amount (Rs.)	**Particulars**
Rs. /-	Paid by Cheque No. , dated , drawn on Bank, Branch Amravati.
Rs. /-	Paid by Cheque No. , dated , drawn on Bank, Branch Amravati.
Rs. /-	**(Rs. only)**

The "Promoter" subject to realization of above said cheques / instruments, hereby acknowledges the receipt of the same. The remaining amount of consideration of Rs. _____/- (Rs. _____ only) will be paid by the Allottee/s to the "Promoter" as per as given below (As Decided schedule by both parties).

The Allottee/s agrees and understands that timely payment towards purchase of the said Shop as per payment plan/schedule hereto is the essence of the agreement. The Allottee/s remaining payment scheduled as agreed by Allottee/s and Promoter as follows:

a) Amount of Rs. _____/- Already received as mentioned.

b) Amount of Rs. _____/- Within 8 days from the date of this Agreement (not exceeding 85% of the total consideration)

c) Amount of Rs. _____/- (not exceeding 95% of the total consideration) to be paid to the promoter on completion of the electrical fitting, electro mechanical and environment requirements, and all other requirements as may be prescribed in the agreement to sale of the building or wing in which the said shop is located.

d) Balance Amount of Rs._____/- against and at the time of handing over of the possession of the shop to the Allottee/s on

or after receipt of occupancy certificate or completion certificate, or as agreed amongst the parties.

Total Agreement cost Rs. /- is excluding GST, Stamp Duty & Infrastructure Development Charges.

That, it is specifically agreed between Promoter and Allottee/s that the Allottee/s will pay lumpsum amount of Rs. _____/- on account of electric connection including therein proportionate service line charges. The said amount is agreed as lumpsum amount inspite of the fact that Promoter may require to incur more or less amount for said items. Apart from this amount, Allottee/s will have to pay separately GST and any Government, Semi Government taxes or any other charges or cess in another name if imposed on this transaction on the sale of Shop to Allottee/s.

2) That the time for payment of remaining amount of consideration is treated as essential terms of this contract. Because it is well understood that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he will have to pay the interest Basic rate 18% per annum for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and thereafter the right of Allottee/s to purchase the said shop will automatically stand canceled without any further notice for the same and the Promoter will be at liberty to sell the said shop to anybody. The Allottee/s will be entitled only for the refund of 75% amount paid by him up to that date to the Promoter (excluding GST and other taxes).

3) That the Owners / Promoter have obtained a project loan on the said property from State Bank of India, Branch Hingna, Nagpur. The Promoter hereby undertakes to clear all dues with respect to said Shop under sale and obtain NOC from said bank before execution of sale deed.

4) The Promoter Party shall give possession of the said Shop to the purchaser / allottee on or before 14.08.2020 by completing the construction of the said Shop, however subject to grant of necessary electric connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Promoter Party any other reasonable cause and the purchaser / allottee agree to ignore reasonable delay in getting possession

due to any of the above mentioned reasons and / or for any reason beyond the control of the Promoter Party. If the Promoter Party fails or neglects to give possession of the said Shop to the Purchaser / allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Purchaser / allottee the amounts already received by it in respect of the said Shop with interest at the same rate as may mentioned in the clause 2) herein above or Promoter and Allottee/s will decide the monthly rent till possession, for this Promoter will issue 30 days prior notice to Allottee/s about the same, if Allottee/s wants interest on remaining work pending amount then Allottee/s should reply within 30 days notice period or otherwise maximum rent Rs. 3,000/- (Rupees Three Thousand Only) Per Month (As decided at the time of agreement) per month will be adjusted in balance amount.

That, the construction of the building shall be in accordance with the approved plan of Town Planning Authority, however, the Promoter shall be entitled to make any modification in the said plan as deemed necessary, for just and proper construction of the Shop. However if there is any change in respect of the said Shop under sale, the Promoter shall have to obtain the written consent from the Allottee/s. Similarly, if the Promoter cause any deviation from the approved plan, the Promoter will be liable for any action or penalty that may be imposed or taken by the Town Planning Authority.

5) That the construction of the building shall be in standard quality material. However, the specifications of the material to be used for construction of the building and particularly the said Shop under sale and amenities to be provided for the same are given in Schedule-C annexed hereinafter. But, if the Allottee/s desires to have any change, in the said specification the owner will do the same provided that, the Allottee/s will have to pay the separate extra charges for the same.

6) The Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3%. The Allottee/s consents for the same and is aware that the consideration being lump sum will not change.

7) That the said Shop under sale will be governed by the provisions of Maharashtra Apartment Ownership Act and all the terms and conditions mentioned in the deed of declaration referred above will be binding upon Allottee/s.

8) That the Allottee/s will be bound to become member of the association and he will have to pay the membership fees, after receiving completion certificate from component authority Allottee/s should take possession within 3 months time period, if Allottee/s fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members / society.

9) That on completion of the building the Allottee/s shall be given intimation by the Promoter and within a month from the said intimation the Allottee/s will have to pay all the dues towards the price of the said Shop and get the conveyance/sale deed executed in his favour or his nominee at his own cost and take the possession of the said Shop.

10) That till the date of delivery of possession or execution of sale deed or completion of the construction of the Shop under sale, whichever occurs earlier, the Promoter will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the Shop Allottee/s.

11) That the Allottee/s also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favour and also share money deposits in respect of the Association.

12) DEFECT LIABILITY

(a) Five years from the date of handing over the possession of Shop to the Allottee/s or date of Occupancy Certificate which is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the Shop or the building in which the Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(b) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said shop of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein. 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 shop by the Occupants, vagaries of nature etc.

(c) That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his shop are regularly filled with white cement/epoxy to prevent water seepage.

(d) Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

(e) That the project as a whole 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 both the shops and the common project amenities wherever applicable.

(f) That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens 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.

(g) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

(h) That, the Allottee/s after obtaining the possession of the said shop shall not cause any such act thereby causing any damage to the RCC structures, flooring, common walls or other items and thereby cause any damage to the building as a whole.

(i) The allottee shall not store any inflammable or combustibles or such articles or sell and store any types of Alcohol, Beer,

intoxicated drinks, combustible goods or such other objectionable articles nor run any Hotel/Restaurant in the said shop nor show video cassette nor run any club or club of cards.

(j) The allottee shall maintain the said shop in good and stable condition so as not to effect construction on the said shop and in the case if the allottee fails to maintain the said shop in good condition and if there is a danger to the construction of the above said shop and in that event the vendor shall be entitled to get repaired the said shop at the cost of the allottee.

(k) The three/two walls of the said shop shall always remain as a party wall.

(l) The allottee shall hang/display the board of his business at the space provided for board infront of shop only.

(m) The allottee or the person claiming through him shall not be entitled to break or make hole or change the structure on any of the walls.

(n) That the allottee or person claiming through him shall have to commence the business in the said shop within the period of three months from the date of possession in any condition and in the event of default the vendor shall get right to re-possess and re-purchase said shop at the same price.

13) That the allottee shall use the common areas and facilities provided for the said shop only in accordance with the purpose for which they are intended, without hindrance or endorsement upon the lawful rights of the other shop owners as mentioned in Deed of Declaration. That all intimation required under the agreement as deemed necessary shall be sent by registered post to the Allottee/s on the address given above and the said posting shall be deemed to be sufficient service.

14) That, Promoter is entitled to carry on further construction on terrace of building by consuming remaining FSI of the property described in Schedule-A or purchase TDR or in case FSI of property is increased, and the allottee or person claiming through him shall have no objection for raising such further construction on terrace of the building.

15) That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule-A is increased or by purchasing the TDR the Promoter can raise further construction and if such further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Allottee/s agreed to purchase the unit under sale.

16) If any marginal open space adjacent to the said Shop, at ground floor or adjacent terrace or terrace above any other Shop, has/have allotted by the Promoter to the Allottee/s of any other Shop in the building, such respective buyer and occupier of such other Shop holder shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure thereon or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed; and if any such buyer or occupier of other Shop holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective other Shop buyers and recover the cost of removal and damages caused to the building from such buyer. In light of this condition, the Allottee/s herein undertakes to abide above said condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use.

17) That if the Allottee/s desire to obtain the possession and conveyance deed of the Shop under sale, prior to obtaining the occupancy certificate, same will be delivered to Allottee/s and conveyance deed may be executed in his favour or his nominee with the clear understanding that the Allottee/s may not get the facilities of local authority till obtaining of occupancy certificate.

18) PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression 'the Vendor / Promoter' and 'the Purchaser / Allottee' hereinbefore used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE "A"

(Description of Said Plot and T.D.R. [Rights])

i) "All the piece and parcel of land situated at **Mouje - Badnera**, Pragane - Badnera, Tq. & Dist Amravati, within the limits of Municipal Corporation of city of Amravati and within the Jurisdiction of Sub-Registrar, Amravati, bearing **Field Survey No. 319/1 (part)**, admeasuring 1 H. 15 R of land is converted into layout as per order passed by Hon'ble Collector, Amravati in Rev Case No. N.A.P. 34/Badnera-58/2004-05, dated 10.11.2005, out of this

(a) **Layout Plot No. 5-A**, admeasuring 2517.84 sq. ft. (234 sq. mtrs.)

(b) **Layout Plot No. 5-B**, admeasuring 2517.84 sq. ft. (234 sq. mtrs.)

(c) **Layout Plot No. 6**, admeasuring 4390.08 sq. ft. (408 sq. mtrs.)

(d) **Layout Plot No. 7**, admeasuring 4390.08 sq. ft. (408 sq. mtrs.)

All the plots adjoining to each other, and amalgamated vide order passed by Hon'ble Collector, Amravati in Rev Case No. N.A.P. 34/Badnera-14/2014-15, dated 15.09.2014, thus total admeasuring **13815.84 sq. ft. (1284 sq.mtrs.),** of land, which is commonly bounded as under :-

Towards East : Survey No. 320,

Towards West : Layout Road,

Towards North : Layout Plot No. 1,2,3 & 4,

Towards South : Layout Road...”

which is hereinabove referred to as the *"land or said plot / land"*.

ii-a) "T. D. R. (rights) admeasuring 452.37 sq.mtr. (4869.31 sq. ft.), out of total rights admeasuring 7446.40 sq. mtr. (Zone-B) of TDR certificate bearing No. 27, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/27/2011, dated 13.04.2011 for a lieu of 20,500 sq. mtrs. of land from out of Field Survey No. 339/1 and 339/1-A of Mouje - Badnera, Pragane - Badnera, Tq. & Dist. Amravati, acquired by Amravati Municipal Corporation, Amravati for Garden...."

ii-b) "T. D. R. (rights) admeasuring 61 sq.mtr. (656.60 sq. ft.), out of total rights admeasuring 20500 sq. mtr. of TDR certificate bearing No. 19, issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/ 19/2009, dated 25.11.2009 for a lieu of 20,500 sq. mtrs. of land from out of Field Survey No. 339/1 and 339/2 of Mouje - Badnera, Pragane - Badnera, Tq. & Dist. Amravati, acquired by Amravati Municipal Corporation, Amravati for Garden...."

(which is hereinabove referred to as "*TDR Rights")*

SCHEDULE "B"

Description of the Shop

"All R.C.C. Super Structure comprising the **Shop No. _____**, having Carpet area admeasuring _____ Sq. Mtr., Builtup area admeasuring _____ Sq. Mtr., on _____ Floor, from out of the under construction project / building / commercial complex known as "VITTHALARPAN RESIDENCY-B" standing on the land / plot described in the Schedule "A" hereinabove, alongwith _____% undivided share in common area and facilities, which is bounded towards East - by _____, towards West - _____, towards North - by _____, and towards South - by _____...."

SCHEDULE-C

Specifications of Constructions for Shop

COMMON FACILITIES :-

a) RCC Frame work structure of the buildings with external 6'' Flash Brick & internal 4'' Red Brick incl. internally wall of POP & externally sand face plaster.

b) Drainage and water line work.

c) Light points outside the building and the staircase/s.

d) Common Toilet at Upper Ground Floor.

(SPECIFICATION FOR THE SAID ACCOMMODATION)

FLOORING:

a) 2' * 2' ceramic tiles flooring (cost upto Rs. 25/- to 28/- per sq. ft.)

ELECTRICAL:

Concealed high quality copper wiring with 1.00 sq. mm. & 1.5 & 2.5 sq. mm. wire of ISI mark material.

DOORS :

a) Main Shutter - Iron Shutter (Cost upto Rs. 54,000/- each)

INTERNAL & EXTERNAL PAINT:

a) Birla wash white Putty to walls internally.

b) External wall painted with cement paint. (Standard Color Brand)

NOTE:

a) The aforesaid specifications are general and subject to change as per availability of the material.

b) Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT FOR SALE OF SHOP ON THE DATE, MONTH & YEAR MENTIONED FIRST.

Drafted By :- V. G. Lakhotia, Advocate

Typed By :- Pankaj T. Agrawal, Amravati

Purchaser / Allottee :-
ID Proof / Number :-

Passport Photo	Thumb	Signature

Vendor / Promoter :- **Dhanraj Harichand Khandelwal**

ID Proof / Number :- PAN - ABDPK0881B

Passport Photo	Thumb	Signature

Witness No. 1

ID Proof/No.

Signature

Witness No. 2

ID Proof/No.

Signature

LIST OF ANNEXURES

- **ANNEXURE - A** = Copy of the Certificate of the title issued by the advocate.
- **ANNEXURE - B** = Copies of Gaon Namuna 6/2 (Extract) showing nature of the title of the Promoter to the said land.
- **ANNEXURE - C** = Copy of Building Permission/ Commencement Certificate.
- **ANNEXURE - D** = Copy of the plans approved by the concerned local/planning authority.
- **ANNEXURE - E** = Copy of floor plan of the said building.
- **ANNEXURE - F** = Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority.

DECLARATION

The Allottee/s declare/s that he have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all parties.

(ALLOTTEE/S)

_____