

AGREEMENT OF SALE

(Market value Rs. _____/-)

(Valuation Column No. _____, rate per sq. meter Rs. _____)

(Valuation as per ready reckoner Rs. _____)

(Stamp duty Rs. _____)

This AGREEMENT OF SALE is executed at Amravati on this ____
Day of _____, 2021.

BETWEEN

- 1]** Vidarbha Education Society through its
precedent Mr. Nilesh Pandurangji Tajne ,
Age 53 years, occu. – Business,
- 2.** Sunshine Infratech Through its proprietor
Mr. Pradhnyakar Haridas Bhalekar,
Age -28 years, Occu. – Business,
R/o Gajanan Nagar near by-pass bicchu tekdi
Amravati (vide Development and Building
Construction Agreement dated 21.10.2020 registered
with the Sub-Registrar, Amravati City No. 3 at Sr. no.
5311/2021)

Hereinafter called as the “VENDOR” (which expression shall deem to include their heirs, successors, executors, administrators and assigns) of the ONE PART.

AND

Aged ____ years, Occu. – _____

R/o. _____

Dist. _____

Hereinafter called as the “PURCHASER” (which expression shall deem to include his heirs, successors, executors, administrators and assigns) of the OTHER PART.

WHEREAS by virtue of sale deed dated 22.06.2068 REGISTERED at serial no 2374/1968 and sale deed dated 05.06.2019 registered at Sr. No. 3428/2010 with the Sub-Registrar office Amravati City, the vendor purchased the land admeasuring 13993 sq.ft. (1281.401. sq.mt.) being nazul plot no 5/4, out of nazul sheet no. 18-B of Mouje- camp Amravati Tq. & Dist. Amravati i.e. the portion of the land, more particularly described in Schedule- A hereto.

AND WHEREAS there exist a shop no 7 situated in the eastern side towards south to north corner of the land described in schedule – A hereto which shop no 7 purchaser was already purchase together with 0.355143693 % undivided share in the land described in schedule – A hereto.

AND WHEREAS being the owners of undivided share in the land described in schedule – A hereto in the manner stated above, the Vendors above named obtained the permission of Amravati Municipal Corporation for the construction of a multistoried building consisting of separate self contained residential apartment and shops therein and the building plan of the building was sanctioned by Amravati Municipal Corporation, vide building permit no. 186, dated 17.08.2021 and the vendor has chosen to describe the said building as “**MAHIND WISDOM**”.

AND WHEREAS the vendor has executed a DEED OF DECLARATION under section 2 of the Maharashtra Apartment Ownership Act, 1970 on O4102021, registered at serial no. 5311/2021, with the Sub-Registrar Amravati City No. 3, and thereby submitted the said land and the building constructed thereon to the provisions of Maharashtra Apartment Ownership Act, 1970.

AND WHEREAS the said building shall consist of in all Fourteen Shops And Eight Offices And Seventy apartment And one Refuge Area, out of which Seven Shops each shall be situated on the ground floor and first floor and six offices shall be situated on the first floor and two offices situated on second floor,

That the said building shall consist of in all seventy Residential apartments out of seven apartments shall be situated on the second floor and eight apartments each shall be situated on third, fourth, fifth sixth seventh, ninth, and tenth floor, seven apartments and one refuge area shall be situated on eights floor .

. All the apartments or commercial units i.e. shops and offices shall be capable of individual utilization on account of having of their own exist to the common areas and facilities of the building and the units will be sold

to any one or more owners, each owner obtaining a particular or exclusive proprietary right thereof and every unit shall constitute heritable and transferable immoveable property within the meaning of any law for the time being in force in the State of Maharashtra as an independent and separate unit and also an undivided interest in the common areas and facilities of the building as listed hereinafter in this deed necessary for their adequate use and enjoyment and hereinafter referred to as the common areas and facilities all above in accordance with the provisions of Maharashtra Apartments Ownership Act, 1970. the building "**MAHIND WISDOM**".

AND WHEREAS the purchaser above named was desirous of purchasing an apartment out of the said building named "MAHIND WISDOM", constructed by the vendor on the said piece of land.

AND WHEREAS upon the request of the purchaser the vendor has given to the purchaser the inspection of all the documents of title relating to the said piece of land, the plans prepared by the vendor and the details about specifications and designs of the building, deed of declaration dated 04.10.2021, and upon such inspection the purchaser was satisfied about the title of the vendor over the said land as well as authority of the vendor to construct the building including the apartment intended to be purchased by the purchaser as well as authority of the vendor to sell the said apartment together with proportionate joint share in the said land and other common areas and facilities.

AND WHEREAS the purchaser has agreed to purchase and the vendor agreed to sell the apartment bearing no. **G-7** situated on the GROUND floor of the building "MAHIND WISDOM". constructed by the vendor on the said land described in the Schedule-A hereto and having a built up/super built up area of 72.96 sq.mtrs carpet area 56.51 sq.mtrs and Together with 0.355143693 % joint share in the said land and the respective share assigned to the said apartment in the general common areas and facilities of the building as the case may be for a total consideration of Rs. 12,00,000/- (Rupees TWELVE LACKS only) and on the terms and conditions agreed between them.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT OF SALE WITNESSETH AS UNDER :

1.. That, the vendor has agreed to sell and the purchaser has agreed to purchase the apartment having total built up / super built-up area of 780.672 sq. ft. (72.96 sq.mtrs) bearing shop no no. **G-7** situated

on the ground floor of the said building to be named **MAHIND WISDOM** constructed on the said land described in the Schedule-A hereto and together with 0.355143693 % joint share in the said land and other common areas and facilities of the building for a total consideration of Rs. 12,00,000 (Rupees Twelve lacks). The shop hereby agreed to be sold is fully described in the Schedule-B annexed hereto and shall have the facilities and amenities and specifications as stated in Schedule-C annexed hereto.

2.. That, out of the total agreed consideration the purchaser has paid to the vendor by way of earnest money a sum of Rs._____ (Rupees _____) by cash/cheque no. _____ dated _____ drawn on _____ the receipt whereof the vendor do hereby admit and acknowledge. The balance amount of consideration is agreed to be paid by the purchaser to the vendor as per the following schedule. The payment of the amount of the consideration as per the following schedule is the essence of this agreement.

SCHEDULE OF PAYMENT

	Stage/Time Limit	Amount
a)	At time of plinth level	50%
b)	At time of first slab	40%
c)	At time of registration of sale deed	10%

3.. That the vendor has agreed to construct the said proposed building named “**MAHIND WISDAM** ”. including the commercial shops apartment hereby agreed to be sold as per the plans and specifications sanctioned by Amravati Municipal Corporation subject, however, to such modification and variations as may be directed or required to be done or made by the purchaser at the additional cost, if any, to be borne by the purchaser and subject however to such modifications or alterations as may be deem fit by the vendor.

4.. That the vendor has already commenced the work of construction of the building and may complete it in all respects on or before _____. Provided always that the vendor shall be entitled to such reasonable extension of time for the completion of the building on account of the reasons beyond his control or by its agent’s control or if the completion of the building is delayed on account of (i) non-availability of steel, cement and other building materials and water or electricity supply, (ii) ware, civil commotion or act of God., and (iii) Any notice or

notification of the government or any public or competent authority or court.

5.. That the purchaser has agreed to pay to the vendor the interest at the rate of Rs.2% per month on all sums which may become due and payable by the purchaser to the vendor under the terms of this agreement as and from the date of the said amount becomes payable to the purchaser. Provided that the interest if not paid shall stand capitalized.

6.. That, notwithstanding anything contained in clause (5) the default in payment of the due date of any amount due and payable by the purchaser to the vendor under this agreement of sale and the purchaser committing breach of any of the terms and conditions herein contained, the vendor in addition to his right to enforce the legal remedy shall at his discretion be also entitled to terminate this agreement. Provided always that power of termination of the agreement may not be exercised by the vendor unless and until the vendor has given to the purchaser 15 days notice in writing of his intention to terminate the agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this agreement and the default shall have been made by the purchaser in remedying such breach or breaches within a period of 15 days after giving such notice. Provided further that upon termination of this agreement as aforesaid the vendor shall be at liberty to dispose of and sell the apartment to such intending purchaser and at such terms and conditions and the price as the vendor may in his absolute discretion think fit.

7.. That the vendor shall convey to the purchaser proportionate joint share in the said land described in the Schedule-A hereto. However, the purchaser shall not be entitled to ask for the partition of the said land and it shall always remain joint. The building plan has been sanctioned by taking into consideration the present F.S.I. available to the said land described in schedule-A. However in case in future due to change by building byelaws or for any other reason the F.S.I. gets increased then the vendor shall be entitled to make such additional construction after taking permission of Amravati Municipal Corporation as may be permissible and in such case the joint share of the purchaser in the said land shall get stands automatically reduced proportionately.

8. That , the entire terrace of the building shall be exclusively owned by the vendor and vendor shall be entitled to use said portion of the terrace

for erecting the towers of cellular phone/ solar panels, or for giving the same on rent for erection of such towers/ solar panels and the vendor alone shall be entitled to any amount received from such use of the terrace and the purchaser shall have no objection for the same. The purchaser does hereby give his consent for erection of such towers of cellular phones/ solar panels over the terrace of the building. Likewise the vendor or any person claiming through him shall be entitled to keep and operate the generator set required for such towers of cellular phones in the covered parking behind the shops constructed on the ground floor.

9. That the electric connection to the apartment hereby agreed to be sold shall be taken in the name of the purchaser and at his cost, which shall be in addition to the consideration stated above. The purchaser shall within 7 days of the demand in writing by the vendor, pay his share of security deposit and other charges as may be demanded by the MSEDCL for the electric connection.

10.. That as and when the said building including the apartment hereby agreed to be sold in completed, the vendor shall intimate to the purchaser. The purchaser shall within eight days thereafter pay all the sums due by him including the interest and obtain conveyance and take the possession of the apartment. The time is the essence of this agreement.

11.. That the purchaser shall pay and bear all taxes including the sale tax, VAT, cess and any other amount made payable to/by the Central/State Government and Amravati Municipal Corporation or any other local authority in respect of this transaction.

12. That the purchaser shall present this agreement of sale as well as conveyance deed at the office of the Sub-Registrar for registration and vendor shall attend such office and admit due execution thereof.

13.. That the purchaser shall bear all expenses and legal fees, stamp duty, registration charges, printing charges, etc. required for execution of this agreement of sale as well as conveyance deed. The likely expenses of printing charges and agreement of sale and conveyance deed are at present tentatively assessed at Rs. 2000/-. Likewise the purchaser shall pay legal fees of Rs.5,000/- towards drafting charges of this agreement and the conveyance deed.

14.. That the purchaser has agreed to include such additional terms and conditions, stipulations, restrictive covenants in the conveyance deed as are not set forth herein and it would be deemed

necessary or expedient to regulate the easementary right of all other apartment owners inter-se.

15.. That besides the above covenants the purchaser do hereby covenants with the vendor as follows :

- a.. As and from the date the purchaser taking possession of the apartment he shall maintain it in a good condition and shall not do or suffered to be done in or to the building in which the apartment shall be situated or the staircase or passages which may be against rules and regulations and the bye-laws of the concerned local authorities.
- b.. That, the purchaser shall not store in the apartment any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction over the structure of the building in which the apartment shall be situated or in any case any damage is caused to the building or any part thereof due to the negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach including any damage to the building.
- c.. That the purchaser shall not demolish or caused to be demolished to the apartment or any part thereof and shall not in any manner cause damage to the columns, beams, walls, slabs or R.C.C. Paradise, plaster or any other structural members in the apartment.
- d.. That the purchaser shall keep the portion, sewerage, drains, pipes, etc. in the building in good and tenantable and repaired condition.
- e.. That the purchaser shall not store any material or any goods or things outside the apartment or in the balcony or passage or the staircase in the building.
- f.. That the purchaser shall not throw any dirt, rubbish, rags, garbage or any other waste material or permit the same to be thrown from the said apartment in the compound or any portion of the building or common areas.
- g.. That the purchaser shall regularly contribute each share of common expenses required for due maintenance of the common areas and facilities of the building in according with this share in the common areas and including the said land.

16.. That any delay tolerated or diligence shown by the vendor in enforcing the terms of the agreement shall not construe as a waiver

on the part of the vendor of any breach by the purchaser nor shall the same in any manner prejudice the rights of the vendor.

17.. That in case the vendor fail to perform his part of the agreement and execute the conveyance deed then the purchaser may enforce this agreement through court.

18.. That both the parties have executed this agreement after understanding the true import and implication thereof.

19.. That any mistake or omission in the description of the property hereby agreed to be sold shall not affect the validity of this agreement of sale but the same shall be rectified by the parties mutually.

SCHEDULE -A

All that piece and parcel All that piece and parcel of the land comprising of Nazul plot no 5/4 vide admeasuring 1281.401 sq.mt. (13993 sq.ft.) From out of Nazul sheet no 18-B Mouje- camp Amravati, Pragane - Bandera, Tq. And Dist Amravati situated in Chaprashipura camp locality of Amravati within the limits of Amravati Municipal Corporation and within jurisdiction of Sub- Register Amravati City and having collective boundaries as under :-

Towards East	:	Court to Congress nagar road
Towards West	:	Nazul Plot No. 6/1
Towards North	:	Nazul Plot No. 5/3
Towards South	:	Nazul Plot No. 6/1

SCHEDULE - B

An apartment having total built-up/super built-up area 75.74 sq. meters bearing shop no. **G-7** situated on the GROUNG floor of the building named **“MAHIND WISDOM”**. constructed on the said land described in the Schedule-A described above and together with 0.355143693 % joint share in the said land and also together with the respective share assigned to the said apartment in the other common areas and facilities of the building at stated in the Deed of Declaration dated 07.04.2021

SCHEDULE - C

- 1] **STRUCTURE** :- The building will have R. C. C. framed structure raised on R.C.C. column foundations with brick panel walls. External walls will be 22 cm and internal walls will be 11 cm.
- 2] **FLOORINGS** :- Vitrified tiles with 8 cm skirting in all rooms approved quality by consulting civil engineer.
- 3] **DOORS** :- Front T. W. Door and other rooms flush door panels with T. W. Frames, Flush doors panel with concrete frames in Toilets and Bathrooms.
- 4] **WINDOWS** :- All windows will be ALUMINIUM fully glazed with M.S. Grill work complete.
- 5] **COOKING PLATFORM** :- Kitchen platform Granite Top finish with S.S. Sink of quality approved by consulting civil engineer.
- 6] **PAINTING** : - Cement Paint for external walls and internal paint with distemper paint will be applied.
- 7] **WATER** :- Overhead R.C. C. water tank of capacity as specified by Architect/ Engineer.
- 8] **GLAZED TILING** :- Height of 7'-0", tiles in common toilets and 7'-0" attach toilets.
- 9] **ELECTRICAL** :- Concealed wiring in ALL rooms. T. V., Antena & Telephone Points in living hall and in Master Bed room only.
- 10] **PLUMBING**: - Concealed plumbing in Toilets & Kitchen.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR SIGNATURES ON THE DAY, MONTH AND YEAR OF FIRST ABOVE MENTIONED.

WITNESSES

1. _____

2. _____

1. _____

Sunshine Infratech through
proprietor Mr. Pradnyakar Haridas Bhalekar

2. _____

Vidarbha Education Society through its
precedent

Mr. Nilesh Pandurangji Tajne ,

VENDOR

PURCHASER