

**AGREEMENT TO SALE OF SHOPS/OFFICE/FLAT
PREMISES IN "KAILAS TOWER"**

Mouja - Rahatgaon, Amravati Table No.

Rate Rs./- per Sq.mtr.

Stamp Duty is paid as per Government Rule & Regulations.

[Stamp duty of Rs...../- & Registration Fee of Rs...../- paid
by E-challan]

[D.O.D. Regd. on 22/03/2022, at Sr. No. 1700/2022 with Sub Registrar,
City - 3, Amravati]

Government valued at Rs./-

Total Sale Consideration at Rs./-

Agreement of Sale Valued at Rs./-

THIS AGREEMENT TO SALE is made and executed on this Day of
..... 2022 at Amravati.

- 1) **Mr. Narendrakumar Badrinarayan Khandelal**
(PAN No. - ABIPK3756A)
aged about 66 years, occup. Business,
R/o Rukhmini Nagar, Amravati
Tq. & Dist. Amravati, Pin code 444606,
Through its Special Power of Attorney
M/s YASH BUILDERS through it's Proprietor,
Mr. Shyam Prabhakar Rao Kedare
(by virtue of Registered Agreement of Development vide
no. 2866/2020 dtd. 14/12/2020 and Registered Power
of Attorney dated vide no. 2875 dtd. 14/12/2020)
- 2) **M/s YASH BUILDERS through it's Proprietor,**
Mr. Shyam Prabhakar Rao Kedare, (PAN - AIGPK9517N),
aged about 45 years, occup. Business,
Office Address - Arjun Nagar, Morshi Road, Amravati
Tq. & Dist. Amravati, Pin code 444603,

Hereinafter referred to as **"VENDOR" or "OWNER And DEVELOPER"**
(which expression unless repugnant to the context, shall always mean and
include their legal heirs, successors and assigns) being the party of FIRST
PART;

AND

Mr/ Mrs.

(PAN),

Aged Yrs, Occ. -

R/o.

Tq. and Dist. Amravati, Pin No.

Hereinafter referred to as the **"ALLOTTEE OR PURCHASER"** which expression unless repugnant to the context, shall always mean and include their legal heirs, successors and assigns) being the party of **SECOND PART**;

WHEREAS Mr. Narendrakumar Badrinarayan Khandelal owned and possessed the piece of land which is described as below and by virtue of **Registered Agreement of Development vide no. 2866/2020 dtd. 14/12/2020 and Registered Power of Attorney dated vide no. 2875 dtd.14/12/2020** the **THE GRANTOR/PROMOTER/DEVELOPER** Well sufficiently holds, possessed and developed the piece of land which is described in Schedule -A.

AND WHEREAS the Layout Plot No.39, admeasuring 3000 Sq.ft. (278.81 Sq.mtrs.) out of field survey no. 162/1-A, 162/1-B and 163/2 situated at Mouje Rahatgaon Pragane Nandgaon peth, Tq. & Dist. Amravati was purchased by **Mr. Narendrakumar Badrinarayan Khandelal** vide Regd. Sale Deed dated 09/06/2016, registered at Sr. No. 1378 with the office sub registrar, Amravati City, and accordingly the name of the owner is mutated in record of right. And, that thereafter **Mr. Narendrakumar Badrinarayan Khandelal** executed a **Registered Agreement of Development vide no. 2866/2020 dtd. 14/12/2020 and Registered Power of Attorney dated vide no. 2875 dtd.14/12/2020** in favour of **M/s YASH BUILDERS** through its Proprietor, **Mr. Shyam Prabhakar Rao Kedare**.

AND WHEREAS the Developer/Owner purchased T.D.R. rights by way of Regd. sale deed vide sale deed dated 27/12/2019 registered at Sr. No.4999/2019 with the Sub-Registrar of Amravati City, from **Shri. Govinda Infra Through its. Prop. Vijay Nanakram Talada**, T.D.R. rights equivalent to 115.45 sq.mts. from out of the T.D.R. certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/141/2019 dated 01/11/2017 and Certificate No.141.

AND WHEREAS, Developer / Owner proposed and decided to construct on all the piece and parcel of the land described above a building by name & style as **"Kailas Tower"** as per the building plan and has applied with the Municipal Corporation, Amravati for the sanction vide map which has been duly approved and sanctioned by the Municipal Corporation, Amravati vide Order No.735 dated 25/02/2022,

AND WHEREAS the Developer is entitled and enjoined upon to construct building known as **"Kailas Tower"** (hereinafter referred to as 'the said Building') on the said Property in accordance with the recitals hereinabove having ground floor with parking and Four floors which are as per sanctioned plan. The Promoter has absolute right to use free F.S.I, paid/premium F.S.I. generated out of the said Property and by using T.D.R.

as per the sole and by getting the revised building construction plans duly approved by Amravati municipal Corporation;

AND WHEREAS the Vendor/Promoter/Developer is in actual and physical possession of the said Property.

AND WHEREAS as per the title deeds referred to above in favor of the Vendor/Promoter/Developer, there is no convenient affecting the project land or the title of the Vendor/Promoter/Developer thereon and there is no tenant or illegal encroachment into or upon the project land and no further permission is required from any government or authority for using the project land for the construction of the project hereinafter mentioned and the promoter has not mortgage the project land and has not created any lien or charge upon the project land. AND WHEREAS by virtue of the title deed, the Vendor/Promoter/Developer alone has the sole and exclusive right to sell the Shops/Office Premises/Flats (Apartments) in the said building to be constructed by the Vendor/Promoter/Developer on the said Property and to enter into Agreement/s with the allottee(s) of the Shops/Office Premises /Flats (Apartments) to receive the sale consideration in respect thereof;

WHEREAS the Vendor/Promoter/Developer has proposed to construct on the project land building "**Kailas Tower**" consist of there are Three Shops units on Upper ground floor and parking space, on first floor to Fifth floor there are Two Flats (Apartments) units on each floor and,

WHEREAS the Vendor/Promoter/Developer has executed DEED OF DECLARATION under Section - 2 of the Maharashtra Apartment Ownership Act, 1970 dated 22/03/2022, registered at Sr. No.1700/2022 with the office of Sub Registrar, City - 3, Amravati and thereby submitted the said land and under construction building thereon to the provision of Maharashtra Apartment Ownership Act, 1970, and, copy thereof is also sent to the competent authority i.e. Deputy District Registrar, Co-operative Society, Amravati, and, That the Promoter has registered the Project under the provision of the Act with the Real Estate Regulatory Authority at RERA Vide MAHA RERA No.;

WHEREAS the purchasers above named is intended to acquire and purchase a Shop/Office Premises/Flats (Apartments) described in Schedule-"B" hereto, out of building named "**Kailas Tower**" constructed on the land described in Schedule- "A" together with proportionate joint share in the said land and,

WHEREAS the construction has been made and common amenities and facilities have been provided as per the desire and instructions of the

purchasers who are fully satisfied in all respect with regard to the quality of said building and the common facilities and amenities, and,

WHEREAS on demand from the allottee, the Vendor/Promoter/Developer has given inspection to the Allottee of all the documents of title relating to the project land and plans, designs and specifications prepared by the Vendor/Promoter/Developer's Architect Mr. Ravindra Dhule and of such other documents as are specified under Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under, and,

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or Advocate of the Vendor/Promoter/Developer, authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Vendor/Promoter/Developer of the said plot have been annexed hereto.

WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

WHEREAS upon such satisfaction the purchasers has agreed to purchasers and the Vendor/Promoter/Developer have agreed to sell to the Purchasers an Shop/Office Premises/Flats (Apartments) described in Schedule "B" and as per the specification of the construction mentioned in Schedule "C" annexed to this deed to the Purchaser on the terms and conditions mentioned hereinafter;

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER :

1) In consideration of the total amount of Rs./- (Rupees only), out of which Rs./- (Rs. only) is paid vide Cheque No. drawn on Branch dated by the purchasers to the Vendor/Promoter/Developer, towards earnest amount, the Vendor hereby agrees to sale the flat described in Schedule "B" annexed hereto in total consideration amount of Rs./-, out of which remaining is agreed to be paid in installments in following mode and manner :-

- (i) 20% at the time of Agreement,
- (ii) 20% at the time first slab,
- (iii) 20% at the time second slab,
- (iv) 20% at the time third slab,
- (v) 10% at the time fourth slab,
- (v) 5% at the time finishing work,

(vi) 5% at the time of execution of Sale Deed & Possession.

The payment on time is a condition precedent and in case of any default or breach in making payment at its time and stage, the amount so paid till that time will be forfeited to the Vendor/Promoter/Developer as and by way of damage. That date of execution of Sale Deed is agreed on or before

The Total Price of the Shop/Office/Flat Premises is Rs. /
-. Besides the cost of Shop/Office Premises/Flats (Apartments), the allottee/purchaser has to pay the applicable taxes i.e. GST to the Vendor/Promoter/ Developer separately.

The Vendor/Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor/Promoter/Developer. If there is any reduction in the carper area within the defined limit then Vendor/Promoter/Developer shall refund the excess money paid by Allottee within fourty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Vendor/Promoter/Developer shall demand additional amount from the Allottee as per the next milestone of the Payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.

2.1) The sale deed is agreed to be executed on or before and in case the Vendor fails to execute the sale deed on or before said date, the purchasers shall be entitled to take the sale deed through Court and on the other hand if the purchasers shall be entitled to take sale deed then the amount so paid till date shall stand forfeited to the Vendor/Promoter/Developer as and by way of damages.

2.2) If the Vendor/Promoter/Developer fails to abide by the time schedule for completing the project and handing over the apartments to the Allottee, the promoter agrees to pay to the Allottee/purchaser, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Allottee/purchaser for every month of delay, till the handing over of the possession. The Allottee/purchaser agrees to pay to the promoter, interest as specified in the rule, on all the delayed payments which become due and payable by the Allottee/purchaser to the promoter under the terms of this agreements from the date the said amount is payable by the Allottee/purchasers to the Vendor/Promoter/Developer.

2.3) Without prejudice to the right of Vendor/Promoter/Developer to charge interest in terms of above para, on the Allottee/purchaser

committing default in payments on due date of any amount due and payable by the Allottee/purchaser to the Vendor/Promoter/Developer under this agreement and on the Allottee/purchaser committing three defaults of payments installments, the promoter shall at his own option, terminate this agreement.

Provided that, promoter shall give notice of fifteen days in writing to the Allottee/purchaser, registered post AD at the address provided by the Allottee/purchaser and mail at e-mail address provided by the Allottee/purchaser, of his intention to be terminated this agreement and of the specific breach of terms and condition in respect of which it is intended to be terminated the agreement. If the Allottee/purchaser fails to rectify the breach or breaches mentioned by the Vendor/Promoter/Developer within the period of notice then at the end of such notice period, Vendor/Promoter/Developer shall be entitled to terminate this agreement and he can recover liquidated damages from Allottee/purchaser. Provided further that upon termination of this agreement as aforesaid, the promoter shall be refunded to the Allottee/purchaser by deducting the amount of liquidated damages, which may be payable to Vendor/Promoter/Developer within a period of thirty days of the termination.

Provided that the Vendor/Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of apartments on aforesaid date, if the completion of building in which the Shops/Office Premises/Flats (Apartments) is to be situated is delayed on account of;

- (1) war, civil commotion or act of God;
- (2) any notice, order, rule, notifications of the governments and/or other public or competent authority/court.
- 3) The Vendor/Promoter/Developer shall deliver vacant possession of the said Shop/Office Premises/Flats (Apartments) to the purchasers at the time of execution of the sale deed by completing the construction as per specification mentioned in Schedule "C". The Vendor, subject to unavailability of construction materials and such other factors, shall endeavor to complete the construction of the said Shop/Office Premises/Flats (Apartments), as far as possible within the stipulated time i.e. execution of the sale deed. The work shall not be delayed by the Vendor/Promoter/Developer expecting for the reasons and cause beyond the control of the Vendor/Promoter/Developer. The purchasers have to take the possession of the said Shop/Office Premises/Flats (Apartments) in as it condition upon its completion, without any charge therein and there shall be no modification in the construction its entrance side or its elevation in any manner whatsoever on any count whatsoever.

- 4) That the electric connection meter shall be taken by the Purchasers at his own cost and all charges required for installation of electric line and expenses shall be borne by Purchasers.

5) That the Purchasers shall use the common areas and facilities provided for the said Building only in accordance with the purpose for which they are intended, without hindrance or endorsement upon the lawful rights of the other Shop/office /Flats (Apartments)owners. The Allottee/purchaser shall use the shop/office premises/Flats (Apartments) or any part there of or permit the same to be lawful used . The Purchasers shall use the parking space only for purpose of keeping or parking vehicle. That the Vendor has provided lift facility to the said building and therefore, all the Flats (Apartments)unit holders shall be equally liable and responsible for the maintenance charges of the lift.

6) The Vendor/Promoter/Developer has already submitted the said entire building/complex under the provision of the Maharashtra Apartment Act, 1970 and all the terms, condition, Bye laws mention in the DEED OF DECLARATION shall be applicable to the Purchasers, upon execution of the sale deed of said Shop/Office Premises/Flats (Apartments).

7) The said Shop/Office Premises/Flats (Apartments) hereby agreed to be sold is free from all the encumbrances, lien, charges, mortgage and Vendor/Promoter /Developer is absolutely entitled to transferred and convey the said property to the purchasers and no other person excepting the Vendor has any right, title, interest or possession of any nature whatsoever over the said property. The Vendor/Promoter/Developer shall pass a free, clear and marketable title of the said property to the purchasers. That Vendor/Promoter have right to avail project loan from any banks and financial Institutions by mortgaging the property. That before execution of Sale Deeds in respect of Shop/Office Premises/Flats (Apartments), Vendor/Promoter/Developer given firstly Release Letter or Release Deed from banks or financial Institution from whom Vendor/Promoter avail project loan.

8) The Vendor/Promoter /Developer shall clear all the Government and Semi Government taxes till date of execution of the sale deed. Shop/ Office Premises/Flats (Apartments) owners liberty to registered society with their own capacity & expenses. After the formation of the society of the Commercial Complex scheme, that after for the said society charges any amount of maintenance for the premises it will be paid by the purchaser as extra.

9) That all the expenses on account of preparation of this agreement and sale deed of the said Shop/Office Premises/Flats (Apartments) and all other documents including the cost of stamp duty, registration fees, GST, legal advises, typing and miscellaneous charges payable thereon, have been agreed to be borne and paid by the purchasers.

- 10) The Purchasers shall not without the written permission of the Vendor/ Promoter/Developer -let, sublet, sell, transfer, convey, mortgage, charge or any other encumber or deal with or dispose of the said Shop/ Office Premises /Flats (Apartments), till the possession of the said Shop/ Office Premises /Flats (Apartments) is given to the Purchasers or before execution of the sale deed.
- 11) That the terrace over the said Building shall always be owned by the Vendor/Promoter/Developer who shall always remain the sole and absolute owner thereof with the right to make further construction thereon and the Vendor/Promoter /Developer and any person claiming through him which may occupy the apartment of which may be constructed on the terrace over the Building "**Kailas Tower**" who shall right to use all the common areas and facilities along with the other Shop/Office owners / Flats (Apartments). That the Vendor/Promoter /Developer shall be entitled to make any further construction on the terrace above the Fourth floor after due permission from the Municipal Corporation and the terrace over the Fifth floor shall be exclusively owned by the Vendor/ Promoter/ Developer.
- 12) That upon execution of the sale deed of the said Shop/Office Premises /Flats (Apartments), in case the ground floor or the said Building collapses by any act of god or any reason whatsoever, then the Vendor/ Promoter/Developer shall have right to reconstruct the said Building at the cost of the Purchasers subject to approval of local laws for the time being in force and the Vendor/Promoter/Developer shall have the right to make other construction up to sky.
- 13) 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/Developer' and 'the Purchaser' herein before used, shall include their respective heirs, legal representatives, successors and assigns and it shall bind them.

SCHEDULE - " A "

(Description of Said Plot)

A Layout Plot No.39, admeasuring 3000 Sq.fts. (278.81 Sq.mtrs.) out of field survey no. 162/1-A, 162/1-B and 163/2 situated at Mouje Rahatgaon Pragane Nandgaon peth, Tq. & Dist. Amravati, which was converted in Lay-out Plot Vide Rev. Case No. NAP-34/Rahatgaon-122/1983-84, order dtd. 25/05/1984, situated within the local limit of Municipal Corporation of Amravati and within the jurisdiction of Sub-Registrar, Amravati City, which is commonly bounded as under :

Towards East	:	Layout Plot No. 40,
Towards West	:	Layout Plot No. 38,
Towards North	:	Service Lane,
Towards South	:	Layout Road of 30 fts. wide

SCHEDULE - " B "

(Descriptions of Said Shop/Office Premises/Flats (Apartments))

"All RCC. Super Structure comprising the Shop/Office Premises/Flats (Apartments) bearing No. situated on Floor, having built up area Sq.mtrs. and having Carpet area Sq.mts. The area constructed is known as "**Kailas Tower**", to be constructed on the land / plot described in the schedule "A" hereinabove, alongwith% joint undivided share in the said land/plot described in the schedule "A", which is bounded as under-

- Towards East :-
Towards West :-
Towards North :-
Towards South :-

SCHEDULE - " C "

Specification of Construction of the said Flat/ Apartment.

1. Structure :- R.C.C framed structured.
2. Masonry :- Outer wall 6" bricks & inner walls 4" bricks.
3. Plaster :- Sandfaced outer plaster with cement paint & inner plaster with neeru finish & wall putti.
4. Flooring :- Vetrified tiles in all rooms.
5. Windows :- Aluminum powder quoted window with elegant M.S. Grill.
6. Doors :- Front door - Teak wood frame with door. Other doors-RCC doorframes with flash door with designer skins
7. Sanitary & plumbing :- Proper water supply & sanitary arrangement
8. Electrification :- Concealed electric fitting with four electric points in each room and 2 power point in each room.
9. Kitchen otta :- Granite Kitchen otta with , ceramic tiles dado & stainless steel sink.
10. Bath / W.C :- Coloured glazed ceramic tiles upto 7 ft. hight & Anti-skid ceramic flooring in toilet/bathroom with orissa pan / commode.
11. To the Shops and Office Premises Steel Rolling Shatters

SCHEDULE - " D "

Specification of Common Aminities.

- 1 Lift up to Fifth Floor;
2. Staircase up to Fifth Floor;
3. Parking Area as per map at Lower and Upper Ground floor;
4. Lobbis at First to Fifth floor.
5. Common Toilet and Bathroom for Shops and office Premises.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS AGREEMENT OF SALE OF SHOP/OFFICE PREMISES/ FLAT ON nd. DAY OF 20.....

SIGNATURE OF PARTIES:

M/s YASH BUILDERS through it's Proprietor for himself And As a Power of Attorney Holder for **Mr. Narendrakumar Badrinarayan Khandelal** (**VENDOR / PROMOTOR/DEVELOPER** or Party of First Part)

Photo	Signature	Thumb

Mr./ Mrs.

(**PURCHASERS** or Party of Second Part)

Photo	Signature	Thumb

WITNESSES

1) _____

2) _____