AGREEMENT TO SALE

INDENTURE OF THIS AGREEMENT TO SALE OF SHOP/ OFFICE/_____ NO. ____ ON_____ FLOOR CONSTRUCTED IN "KBC TOWERS" IS MADE AND EXECUTED AT JALNA. THE SAID SHOP NO. _____ AT "KBC TOWERS" Plot bearing CTS No. 17631, situated at Nutan Colony, Aurangabad., AGREEMENT TO SALE OF SHOP NO. _____ IS REGISTERED WITH SUB-REGISTRAR JALNA ON _____ DAY OF _____ 2021.

BY

KBC Business Centre (A Proprietorship firm is registered under Maharashtra Shops and Establishment Rule 2018, Vide Registration No. 2141500315361177), Having its office address at, House No. 5-16-76, CTS No. 17631, Nutan Colony, Aurangabad,
PAN No. AGTPD0805H.
Through its Proprietor,
Sanjay Arjundas Dawarani
Age : 54 years, Occ : Business,
R/o. : Flat No. 11-12, C-2 wing,
Samyak Arcade, Cannaught place,
Cidco, Aurangabad, UID No. 264291357036.
HEREINAFTER Referred to as **Builders & Developer /Sellers /Owners** (which expression shall mean & include all its proprietor, signature authority, successors, executors, representatives, administrators, GPA Holders, plot owners, assignees.) **AND PARTY OF THE FIRST PART.**

AND

Mr. _____

Age : Occu: _____

R/o. _____

Pan No. _____ Pin Code No. _____.

HEREINAFTER Referred to as **Purchaser/Executee** (which expression shall mean & include his/her successors, executors, singing authority, nominees, legal hairs assignees.) **AND PARTY OF THE SECOND PART**

WHEREAS, Plot bearing CTS No. 17631 (Previously known as Royal Hotel) admeasuring 299.7 sq. mtr. situated at Sillekhana, Nutan Colony, Aurangabad. The said property initially owned by Rabiyakhanum Mahamud Usman. She was sold the entire property to Nandlal Kishanchand Wadhwani by virtue of sale deed executed on 13/03/1967, vide day book no. 1604/67. That front portion of the plot bearing CTS No. 17631, effected under main road. Therefore, the owner of aforesaid plot executed relinquishment deed to the extent of 90.2 sq. mtr. in favour of Municipal Corporation, Aurangabad on 03/07/2020, vide day book no. 3691/2020 and plot remain with Nandlal Kishanchand Wadhwani admeasuring 209.5 sq. mtr.

WHEREAS, Nandlal Kishanchand Wadhwani has sold plot bearing CTS No. 17631, admeasuring 209.5 sq. mtr. to Sanjay Arjundas Dawarani by virtue of sale deed executed on 21/09/2020, vide day book no. 4314-2020. On the basis of sale deed name of Sanjay Arjundas Dawarani entered in City Survey Record vide mutation entry no. 12773.

WHEREAS, Sanjay Arjundas Dawarani owner of plot bearing CTS No. 17631, admeasuring 209.5 sq. mtr. situated at Nutan Colony, Aurangabad. The aforesaid plot on main road. Therefore, the owner of the said plot and proprietor of KBC Tower's desire to construct commercial complex.

WHEREAS, The owner and proprietor of the plot bearing CTS No. 17631, admeasuring 209.5 sq. mtr. has obtained Search Report from Adv. M.B. Patni for the period of 2008-2020 (13 years). That Advocate has certified the plot bearing CTS No. 17631 is free from all encumbrances and is not at all clouded. Another search report from 1990 to 2019 for the period of 30 years provided Adv. M.B. Patni on 12/07/2021. In this report the Advocate has confirmed title of aforesaid plot is clear, marketable and free from all the encumbrances.

WHEREAS, Proprietor of KBC Tower's has appointed Architect to M.D. Yunus & Associates having his office address at Vishwa Sagar Apartment, Nutan Colony, Aurangabad. That, agreement executed between the Architect and Proprietor both the parties have agreed the entire construction of the building shall be carried out under supervision of the architect.

WHEREAS the Proprietor of KBC Tower's has appointed structural engineer to Vinay Deshmukh having his office address at Kalda Corner, Aurangabad. The structural engineer is responsible to complete the design and super structure of the proposed building.

WHEREAS, KBC Tower's its proprietor hereby declare to carried out construction of the entire building through the contractor and sub-contractor. That contract agreement executed between the proprietor and Vinay Deshmukh (Contractor), having its office address at Kalda Corner, Aurangabad.

WHEREAS, Proprietor of KBC Tower's has obtained building permission for construction of the commercial on the CTS No. 17631 from Municipal Corporation, Aurangabad, vide permission no. DDMCB/B/2020/APL/01329, dated 09/07/2020.

A)Details of the constructed area:

a) Plot area : 299.700 sq. mtr.
b) D.P. Road : 90.197 sq. mtr.
c) Net area : 209.503 sq. mtr.
d) FSI allowed (209.503 x 2) : 419.006 sq. mtr.
e) Total permissible Built up (2+4) : 689.597 sq. mtr.
f) B/up Basement floor : 28.08 sq. mtr.
g) Ground floor : 136.77 sq. mtr.
h) First floor : 129.98 sq. mtr.
i) Second floor : 129.98 sq. mtr.
j) Third floor : 129.98 sq. mtr.
k) Fourth floor : 129.98 sq. mtr.
l) Total Built up : 684.75 sq. mtr.

WHEREAS, Commercial building under constructed on plot bearing CTS No. 17631. The said building shall be called as KBC Tower's situated at Sillekhana, Nutan Colony, Aurangabad. That said building forever shall be known as KBC Tower's.

WHEREAS the developer of KBC Tower's hereby declare construction of the building shops/ office constructed shall be carried out as per approved plan.

WHEREAS The Proprietor have under take they have not obtained project loan from any bank for construction of the KBC TOWER'S. The Proprietor also undertake the scheduled Property including the buildings not mortgaged by him against loan or surety to any bank.

WHEREAS, the Proprietor hereby declare KBC TOWER'S is registered under the Maharashtra RERA Act, 2016 U/sec. 3 (i). Vide Reg. No. _____ Dated ___/____/2021.

WHEREAS, the Proprietor hereby declare construction of the commercial complex of KBC TOWER'S is already started and it will be completed within 24 months from the date of this agreement to sale.

WHEREAS, Mr. / Mrs. _____ has approached to the Proprietor and expressed his/her intention to purchase SHOP No. _____ on _____ Floor_____ admeasuring _____ sq. mtrs and Propionate shares in the land. The Proprietor also desire to sale SHOP No. _____ to the purchaser and both the parties have negotiated and consideration of the SHOP No. _____ finalised for the total amount of Rs. _____/-(In Words Rupees _____ Only).

WHEREAS, Proprietor provided all relevant documents to the purchasers including title report, sanction plan, list of specification amenities, fixtures and fittings. The purchaser has verified the title, and all the details of the purchased Property and after his full satisfaction signed this agreement to sale as party of the second part.

WHEREAS Proprietor hereby declare to construct the SHOP No._____ As per approved plan. List of the specifications provided to the purchaser and enclosed with this agreement to sale.
WHEREAS, the Proprietor here by agree to provide amenities to the purchaser as per the plan permitted by municipal Council.

WHEREAS Developer hereby undertake to complete the construction of building in all respect in ready possession within _____ months from the date of these agreement to sale, if Developer failures to complete the construction of building within ___ months from the date of these agreement to sale, Developer have agreed to pay ____% interest to the SHOP purchaser on actual received amount.

WHEREAS, The SHOP purchaser has agreed to pay full and final payment to the Developer as per payment stage against consideration of SHOP No. _____ as per details given hereunder:

Sr. No.	**Particular**	**Percentage**
01	At the time of booking/allotment	10%
01	on completion of lower floor slap	10%
02	completion of ground floor Slab	10%
03	completion of first floor slab	10%
04	completion of second floor slab	10%
05	completion of brick work	20%
06	completion of plaster	10%
07	Completion of finishing work.	10%
08	at the time of sale deed/ possession	10%
Total		100%

WHEREAS The SHOP purchaser has agreed to pay full and final payment to the Developer toward consideration of the SHOP No. _____ as per detailed described hereunder :

Sr. No.	**Date**	**Cheque No.**	**Bank Name**	**Amount**
Total (Rs. _____ Only)				

WHEREAS After receipts of the advance, part payment from the SHOP purchaser or after entered into agreement to sale with SHOP purchaser. If SHOP purchaser failure to pay his/her instalment an according to the payment stage as per above schedule of this agreement to sale or as per committed in this agreement to sale. In this circumstances the Developer are entitle to charge 10% interest from the defaulter on late days, on the balance amount to be received from the SHOP purchaser, that rate of interest shall be calculated as per rate of interest charge by Reserve bank of India. The Developer also entitle to charge 2% additional interest from the defaulter as penalty.

WHEREAS If SHOP purchaser failure to pay total amount to the Proprietor of Developer as per commitment of Agreement to Sale or within 90 days from the date of first notice. Then validity of this agreement to sale shall be stand as null & void, the Developer shall be entitled to sale allotted SHOP of the defaulter to any other party without his/her consent. The Developer hereby agreed to refund actual received amount to the SHOP purchaser after 10% deduction without any interest and after re-sale of same SHOP to the other party.

WHEREAS, after registration of agreement to sale of SHOP No. ____ Due to any natural calamity by Act of God, natural calamity like earthquake, fire, flood or any emergency, building material ban by the local/state/central authority which will be beyond control of the Developer. In this circumstances, the Developer will not responsible to complete the project within time limit as per committed in the agreement. In these circumstances the Developer will not responsible to pay any interest or compensation to the SHOP purchaser.

WHEREAS the SHOP purchaser is responsible to pay local body fees, State Govt. Fees & Central Govt. Fees, local body taxes like GST or any other tax or charges as per the amendment and changes implemented in the law/Act/Rule time to time.

WHEREAS the SHOP purchaser hereby authorized the Developer to do necessary modification and changes in ***"KBC TOWER'S"*** to make beatification and decorative of the buildings and provide amenities and specification to the SHOP purchasers. The SHOP purchasers also giving his/ her consent to obtain revised building permission and completion from the Municipal Council JALNA.

WHEREAS the purchaser here by undertake to pay one time maintenance charges to the developer Called as non-refundable. After registration of the society the maintenance shall be transfer to the society after the deduction of expenses till date. The society shall be deposited one time maintenance in the FD account & from interest of the deposited amount, maintenance of the building shall be carried out. The onetime deposit received from SHOP purchasers it will be transfer in the name of KBC TOWER'S Association/society and it will be deposited in FD Account. Or developer has the liability to take the decision that after formation of the association or society the maintenance amount will be collected and deposited by the purchasers itself. In future if expanses is more for maintenance of KBC TOWER'S and income is less then expenses, the difference amount for maintenance of the building shall be contributed from the SHOP purchasers. That Common contribution is mandatory to pay; it is not wish and will of the SHOP purchasers.

WHEREAS the SHOP purchaser is responsible to pay Rs._____ documentation fees, advocate fees and legal charges of this agreement to sale and sale deed.

WHEREAS, The SHOP purchaser shall be liable to pay the taxes assessed to his/her respective SHOP and it is the duty of the SHOP purchaser to get his/her unit assessed from the Municipal Council, Jalna. If any SHOP purchaser failure to comply with any such provision and decision or resolution shall be ground for an action to recover sum, dues, for damages or for injunctive relief with interest and penalty from the SHOP purchaser.

WHEREAS After completion of the building in all respect & after receipt of the full & final payment from the SHOP purchaser, the Developer have agreed delivered possession of SHOP No. _____ on _____ Floor admeasuring _____ sq. mtrs. Carpet, along with Proportionate area of the plot is equivalent carpet area of shop.

WHEREAS After completion of the ***"KBC TOWER'S"*** & after receipt of the full & final payment from the SHOP purchaser, the Proprietor of Developer have agreed to execute sale deed of SHOP No. _____ in favour of the purchaser.

WHEREAS, That constructed complex called "**KBC TOWER'S",** the SHOP purchaser shall share equal right in the common facilities, common premises. Within the boundary of the '**KBC TOWER'S**'. Each SHOP constituting heritable and transferable immovable right in the schedule Property, within the meaning of any law for the time being in force in the State of Maharashtra. The SHOP purchaser has liberty to enjoy his / her rights & possession of the purchased SHOP forever & together as long as his/her name recorded in the record of co-op. society or apartment association.

WHEREAS SHOP purchaser shall be use and enjoy the possession of SHOP No. _____ for peaceful commercial purpose only. That, any changes of the use with prior permission of the Developer as well as Municipal Council and Apartment Association/Co-op housing society.

WHEREAS The SHOP purchaser shall be strictly restricted for hammering, digging, drilling, knocking or breaking a common wall above and below flooring of the SHOP or units between two blocks without consent of the adjacent owner or managing committee/ apartment association. The SHOP purchaser strictly restricted not to encroach or construct additional construction on open margin of the building. That, any type of nuisance will create by any occupiers, SHOP purchaser, tenants/using in the same apartments, the managing committee has right to take action against the person and charge the penalty. That general and restricted common areas & facilities shall remain undivided & no

occupier shall bring any action for partition or division thereof. The SHOP purchaser not allows to change elevation of the building. That outside colour of the building SHOP should be maintained common. The SHOP purchaser shall abide, observe & follow the necessary instruction recorded in this declaration & minutes of the Managing Committee & General Body Meeting.

WHEREAS After execution of conveyance deed in favour of the apartment association/society, The Developer will not be responsible for maintenance of the building. Regarding the major damage, poor structure, major cracks, poor quality material, major leakage in the shop, its responsibility will be fixed on parties on the base of structural engineer report. If the Developer fault, in this circumstance. Developer will be liable to do all the expenses for compliance of fault from their contribution. That any damage creates to the structure of building because of natural calamity or fault of the user the Developer will not responsible & answerable. That after due date the Developer will not responsible for any damage, loss of human life, accident Or building damage due to beyond control of the Developer due to natural calamity or natural disaster.

THIS **AGREEMENT TO SALE** WITNESSES & IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

i) The SHOP purchaser committing default in payment on due date to the Developer against the value of SHOP No. _____, then it will be contempt as breach of contract of this agreement.

ii) The Developer shall be entitled and they have option to terminate this agreement on ground of default of payment by SHOP purchaser after 90 days from the date of first notice. Provided that power of termination shall not be exercised by the Developer before due date or giving any opportunity to the SHOP purchaser.

iii) The SHOP purchaser not to do or permit to be done any act or thing, which may render void or voidable any insurance of the said building in which the said SHOP is situated or any part thereof or any increase premium shall become payable in respect of the insurance.

iv) The SHOP purchaser herein shall observe, abide & perform all rules & regulations, which society or association of apartment owners may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building & the said SHOP therein & for observance & performance of the building, rules & regulations.

v) That, the draft of this agreement to sale provided to the SHOP purchaser in advance, to read it, translated in their mother tongue & after their satisfaction entered into this agreement to sale.

THAT RECITALS MENTIONED HEREIN ABOVE ARE CORRECT AND NOTHING IS FALSE :

SCHEDULE OF THE PLOT

Plot bearing CTS No. 17631, admeasuring 299.70 sq. mtr., area under road winding 90.20 sq. mtr., Net area 209.5 sq. mtr situated at Nutan Colony, Aurangabad. On said plot under constructed building called as KBC Tower's. In this building consist of 3 store, 3 shops & 16 offices.

Boundaries :-

EAST : House of Nanaklal Wadhwani

WEST: : House of Mohd. Khaja Quireshi

NORTH : Road

SOUTH : House of Yaqub **Bastan**

Schedule II of SHOP

That, SHOP No. _____ on Floor _____ admeasuring _____ sq. mtrs. carpet,_____ sq. mtrs. balcony _____ boxes_____ with Proportionate area of the plot constructed in "**KBC TOWER'S**" situated at Anandi Swami, JALNA.

Boundaries of SHOP

East –

West –

North –

South –

IN WITNESSES WHERE OF THE PARTIES HERE TO HAVE UNTO SET AND DESCRIBED THEIR RESPECTIVE HANDS AND SEAL ON ____th **DAY OF** _____ **2021**

KBC Business Center
Through its Proprietor,

Sanjay Arjundas Dawarani
(Promoter/developer)
PARTY OF THE FIRST PART.

Mr. / Mrs. _____
(Purchaser/Executee)
PARTY OF THE SECOND PART

WITNESSES:-

1) Mr._____

Age :- _____ Years, Occu.:-_____

R/o._____

_____

2) Mr._____

Age :- _____ Years, Occu.:-_____

R/o._____

_____