AGREEMENT TO SELL

VALUED AT RS. ……../-

(RS. …… ONLY)

This AGREEMENT TO SELL is made at Nagpur on this …… day of …… in the year TWO THOUSAND and TWENTY TWO between

01. **M/S ASSOCIATE BUILDERS, NAGPUR**, {PAN : .....} a Proprietary concern, having its registered office at Block No.8 "Sadoday Nest" Nelson Square Chindwara Road Nagpur, Acting through its Sole Proprietor **SHRI SANTDAS S/O SADOROMAL CHAWLA,** {UID : .....}, aged about 63 Years, Occupation : Business, Residential of 35 "Sadoday Villa", Byramji Road, Nagpur - 440013, , here-in-after known and referred to as the "**PROMOTER/DEVELOPER**" which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER/DEVELOPER as well as its proprietor, his heirs, legal representatives, administrators and assigns or any other person claiming for or through them of the PARTY OF THE FIRST PART, AND;

02. **SHRI ……,** {PAN : …….. } {UID : ……..}, aged about ……. years, Occupation : Business/housewife/service

03. **SMT……,** {PAN : …….. } {UID : ……..}, aged about ……. years, Occupation : Business/housewife/service

Both Resident of ……., hereinafter known and referred to as the **"PURCHASER/S"** which term shall unless

repugnant to the context or meaning thereof always mean and include the ALLOTTEE/PURCHASER as well as his/her/their heirs, legal representatives, Successors, executors, administrators and assigns of THE SECOND PART, AND;

WHEREAS, the PROMOTER/DEVELOPER is the owner and Developer of ALL THAT piece and parcel of land admeasuring 712.586 Square Meters i.e. 7670.275 Square feet, bearing City Survey No. 2592 Sheet No. 39, Municipal Corporation House No. 595/3, Ward No. 60, situated at Chitnavis Layout, Chhindwara Road Nagpur within the limits of Nagpur Municipal Corporation, Tahsil and District Nagpur and more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land"),

AND WHEREAS, originally the said entire land being All that piece and parcel of land admeasurement 1295.06 Square Meters or 13940.025 Square Feet bearing Corporation House No.595,595/1, & 595/2, City Survey No.2066, Sheet No.1, Chalta No.216/40 of Mouza Jaripatka, situate at Chitnavis Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.60, in Tahsil and District Nagpur property was owned by Smt.Padmavatibai Krishnarao Chitnavis who sold the said same to the PROMOTER/DEVELOPER herein by a vide Sale Deed dated 20.06.1990 Registered with Sub Registrar Nagpur - 1, in Addl. Book No.1, in Volume No. 1714, at pages 15 to 32 at Serial No 8266ch, dated 20.06.1990,

AND WHEREAS, mistakenly the area of the said land was wrongly mentioned as 1295.06 Square Meters in sale deed dated 20.06.1990 and the same was corrected as 1608.192 Square Meters by vide Correction Deed dated 05.04.1995, registered with Sub Registrar, Nagpur-6 in Book No. Addl 1, in Volume no. 106, at Pages 50 to 55 bearing Sr. No. 358, dated 05.04.1995,

AND WHEREAS, the PROMOTER/DEVELOPER time to time sold the portions of the said land to the various buyers and finally the area admeasuring about 276.350 Square Meters. Remains in the possession of the PROMOTER/DEVELOPER,

AND WHEREAS, the PROMOTER/DEVELOPER purchased adjacent land to the above said property being All that piece and parcel of land admeasurement 58.06 Square Meters or 624.95 Square Feet bearing Corporation House No.594/0+3(old) 594/M(New), City Survey No.2066/6, Sheet No.39 of Mouza Jaripatka, situate at Chitnavis Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.60, in Tahsil and District Nagpur, from Shri. Anil S/o Ramnarayan Kher vide Sale Deed dated 19.07.2018 registered with Sub Registrar Nagpur- 3, at Serial No.3050 dated 19.07.2018,

AND WHEREAS, subsequently, the PROMOTER/DEVELOPER purchased one more adjacent land to the above said property being All that piece and parcel of land admeasurement 378.576 Square Meters or 4074.99 Square Feet bearing Corporation House No.594/E, City Survey No.2066/9, Sheet No.39 of Mouza Jaripatka, situate at Chitnavis Layout, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No.60, in Tahsil and District Nagpur from Shri.Sudhir S/o Ramnarayan Kher vide Sale Deed registered with sub Registrar Nagpur-3, at Serial No.5577, dated 28.12.2018;

AND WHEREAS, the PROMOTER/DEVELOPER got the amalgamation of the above said land sanctioned by Nagpur municipal corporation office vide its sanction letter dated 03.9.2019 bearing No. 29,

AND WHEREAS, after the amalgamation of the above said land has got the new City Survey number bearing 2592 in all admeasuring about 712.586 Square Meters i.e. 7670.27 Square Feets and the

same is recorded in all revenue records in the name of the PROMOTER/DEVELOPER,

AND WHEREAS, the PROMOTER/DEVELOPER purchased T.D.R (Transferable Development Rights) admeasuring about 985 Square Meters from M/s Hindusthan Builders vide Transfer Deed dated 04.08.2020, registered with Sub Registrar Nagpur- 6, in Book No. 1 at Serial No. 2061, dated 04.08.2020,

AND WHEREAS, the PROMOTER/DEVELOPER got the sanction of the Residential Building Plan for the said project land from Nagpur Municipal Corporation vide Building Permit 197/BP/JARIPATKA/TP/NMC/155 dated 21.06.2021;

AND WHEREAS, the PROMOTER here-in submitted the proposed building to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing Deed of Declaration dated 18.10.2021 registered with Sub Registrar, Nagpur - 3 at Book No. 1 at Serial No. 5625 dated 18.10.2021 and the said residential building project is known as "SADODAY SHUBHAM" and the said Deed of Declaration is amended / Corrected by Deed of Correction dated 08.02.2022 registered with Sub Registrar, Nagpur - 3 at Book No. 1 at Sr. No. 809 dated 08.02.2022,

AND WHEREAS, the PROMOTER has now decided to sell the Residential Apartments to be erected on the said land to the prospective buyers simultaneously with carrying on the remaining development work in the said project so that the funds of the prospective buyers of various Apartments in the said scheme are utilised for development and the said scheme can be completed at earliest possible time,

AND WHEREAS, the PURCHASER/S hereinabove being interested to own the Residential Apartment in the said building Scheme, approached the PROMOTER herein and visited the office of the PROMOTER and also satisfied themselves in respect of the title of the

said entire property and PROMOTER'S authority and right to develop the said land and to sell the various constructed premises in the said scheme to the prospective buyers,

AND WHEREAS, the PURCHASER here-in-above approached to the PROMOTER for the purchase of Residential Apartment No.___ on the _____ Floor for his/her/their purposes admeasuring about ……. Square Meters of Carpet Area, enclosed balcony of _____ Square Meters and open balcony of _____ Square Meters, having built-up area _____ Square meters, of the Building to be developed on the said land and has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Apartment to the PROMOTER, AND;

AND WHEREAS, the PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS, the PROMOTER has got the Project registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and the MAHARERA granted the Registration bearing Number P50500.....

AND WHEREAS, the 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 the building/buildings.

AND WHEREAS by virtue of the aforesaid the PROMOTER has sole and exclusive right to sell the Apartment / Units in the said building/s to be

constructed by the PROMOTER on the project land and to enter into Agreement/s with the ALLOTTEE/PURCHASER(s) of the Residential Apartment to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the ALLOTTEE/PURCHASER, the PROMOTER has given inspection to the ALLOTTEE/PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER/DEVELOPER's Architects M/s D. Studio Architects (Arch. Ankit Betawar) Architects, Nagpur and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/DEVELOPER, authenticated copy of the City Survey Property Card / Akhiv Patrika showing the nature of the title of the PROMOTER to the project land on which the Apartments are to be constructed have been annexed hereto,

AND WHEREAS, the authenticated copies of the plans and specifications of the Residential Apartment agreed to be purchased by the ALLOTTEE/PURCHASER, as sanctioned and approved by the local authority have been annexed hereto,

AND WHEREAS, the PROMOTER has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid

down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS, the PROMOTER has accordingly commenced construction of the said building/s in accordance with said plans.

AND WHEREAS, the ALLOTTEE/PURCHASER has applied to the PROMOTER for allotment of Residential Apartment No. …… on the ……. FLOOR, situated in the said building project named as SADODAY SHUBHAM, being constructed on the said land of the said Project,

AND WHEREAS, the carpet area of the said Residential Apartment Unit is …….. square meters including enclosed balcony area and "carpet area" means the net usable floor area of an Apartment / Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment / Unit for exclusive use of the ALLOTTEE/PURCHASER, but includes the area covered by the internal partition walls of the Residential Apartment,

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the ALLOTTEE/PURCHASER has paid to the PROMOTER a sum of RS. ……./- (RS. ……. ONLY) being part payment of the sale consideration of the

Apartment / Unit agreed to be sold by the PROMOTER to the ALLOTTEE/PURCHASER as advance payment or Application Fee (the payment and receipt whereof the PROMOTER both hereby admit and acknowledge) and the ALLOTTEE/PURCHASER has/have agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the PROMOTER is required to execute a written Agreement for sale of said Apartment / Unit with the ALLOTTEE/PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the Apartment / Unit.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

01. The PROMOTER shall construct the buildings consisting of various Apartment / Units on the parcel of land described above known and styled as SADODAY SHUBHAM, consisting of ground, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE/PURCHASER in respect of variations or modifications which may adversely affect the Apartment / Unit of the ALLOTTEE/PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

1(a) The ALLOTTEE/PURCHASER hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE/PURCHASER

Residential Apartment bearing No. ....., having Carpet Area _____ Square Meters, enclosed balcony of ____ Square Meters and open balcony of _____ Square Meters, having .....% proportionate undivided share and interest in land, situated on the ..... FLOOR of the residentialt project known as SADODAY SHUBHAM, (hereinafter referred to as "the Apartment / Unit ") as shown in the Floor plan thereof hereto annexed for a consideration of RS. ...../- (RUPEES ..... ONLY) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

1(b) The ALLOTTEE/PURCHASER has paid on or before execution of this agreement a sum of RS. ...../- (RS. .... ONLY) as advance payment or application fee as per Manner of Payment (Received) and hereby agrees to pay to that PROMOTER the balance amount of RS. ...../- (RS. ..... ONLY) as per the Manner of Further Payment :-

MANNER OF PAYMENT

Amount Rs.	Payable by PURCHASER/S at the time of
	(not exceeding 25% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter within fifteen days from the date of execution of this Agreement.
	(not exceeding 40% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of Finishing of plinth level.
	(not exceeding 45% of the total

	consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of 1st Floor Slab.
	(not exceeding 50% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of 2nd Floor Slab.
	(not exceeding 55% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of 3rd Floor Slab.
	(not exceeding 60% of the total consideration) agreed to be payable by the PURCHASER/ALLOTTEE to the Promoter at the time of 4th Floor Slab.
	(Not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 5th Floor Slab of the building.
	(Not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the Roof Floor Slab of the building.
	(Not exceeding 75% of the total consideration) to be paid to the Promoter at the time of starting of Brick work of the said Unit.
	(Not exceeding 80% of the total consideration) to be paid to the Promoter on Walls, Internal Plaster of the said Unit.
	(Not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the Flooring work the said unit.
	(Not exceeding 90% of the total consideration) to be paid to the Promoter on completion of the plumbing, external plaster, of the said unit.

	(Not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the Painting work of the said unit.
	Balance Consideration to be paid to the Promoter at the time of handing over of the possession of the unit to the allottee
	TOTAL RS.

1(c) The above mentioned total consideration excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of Value Added Tax, Service Tax and Cess, GST, Insurance Premium towards Title of Property & Building or any other taxes, insurance premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the PROMOTER up to the date of handing over the possession of the said self contained Apartments . The PURCHASER specifically agrees to pay all such Taxes & Insurance Premium as and when demanded and shall always keep the PROMOTER indemnified against the same. It shall be obligatory on the part of PURCHASER to pay the amount of VAT, Service Tax, GST as may be applicable etc. simultaneously with the payment of each installment. The PURCHASER agrees to pay the difference in case of any of the taxes are increased prospectively or retrospectively with respect of the said apartment after the date of agreement and shall always keep the PROMOTER indemnified against the same.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent

authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

1(e) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE/PURCHASER 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 cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/DEVELOPER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by ALLOTTEE/PURCHASER within forty-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/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the PROMOTER shall demand additional amount from the ALLOTTEE/PURCHASER 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 this Agreement.

1(f) The ALLOTTEE/PURCHASER authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE/PURCHASER undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

2.1 The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions,

stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment / Unit to the ALLOTTEE/PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment / Unit.

2.2 Time is essence for the PROMOTER as well as the ALLOTTEE/PURCHASER. The PROMOTER shall abide by the time schedule for completing the project and handing over the Apartment / Unit to the ALLOTTEE/PURCHASER and the common areas to the association of the ALLOTTEE/PURCHASERs after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the ALLOTTEE/PURCHASER shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause 1 (b) herein above. ("Payment Plan").

03. The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plans sanctioned by the Competent Development Authority. The PROMOTER has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and ALLOTTEE/PURCHASER has agreed to purchase the said Apartment / Unit based on the proposed construction and sale of Apartment / Unit to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

That, if required, the PROMOTER may erect additional floors / Residential Apartments on upper floors on the said buildings as per Development Control Rules and Regulations and hence the ALLOTTEE/ PURCHASER/S shall not have any objection for same and shall co-operate the PROMOTER to obtain necessary revised sanction in future.

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment / Unit to the ALLOTTEE/PURCHASER, 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/DEVELOPER, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER to the PROMOTER/DEVELOPER.

4.2 Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/PURCHASER committing default in payment on due date of any amount due and payable by the ALLOTTEE/PURCHASER to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/PURCHASER committing three defaults of payment of instalments, the PROMOTER shall at his own option, may terminate this Agreement:

Provided that, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE/PURCHASER, by Registered Post AD at the address provided by the

ALLOTTEE/PURCHASER and mail at the e-mail address provided by the ALLOTTEE/PURCHASER, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/PURCHASER fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer / Promoter shall refund to the Purchaser, subject to deduction 25% of a sum of received plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted instalments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the instalments of sale consideration of the Residential Apartment which may till then have been paid by the ALLOTTEE/PURCHASER to the PROMOTER.

05. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lifts with particular brand, or price range (if unbranded) to be provided by the PROMOTER in the said building and the Residential Apartment as are set out in Annexure hereto.

06. The PROMOTER shall give possession of the Residential Apartment to the ALLOTTEE/PURCHASER on or before .....st day of ..... 20.... on completion of necessary formalities. If the PROMOTER fails or neglects to give possession of the Apartment / Unit to the ALLOTTEE/PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE/PURCHASER the amounts already received by him in respect of the Apartment / Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the

PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided further that the ALLOTTEE/PURCHASER shall not deliver the actual physical possession of the said Apartment / Unit to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Developer / Promoter hereto.

Provided further that the Developer / Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment / Unit on the aforesaid date, if the completion of building in which the Apartment / Unit is to be situated is delayed on account of –

(i) War, civil commotion or act of God;
(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Occupancy Certificate/Completion Certificate.
(iv) Delay due to circumstance beyond the control of the PROMOTOER.

7.1 Procedure for taking possession - The PROMOTER/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/PURCHASER as per the agreement shall offer in writing the possession of the Apartment / Unit, to the ALLOTTEE/PURCHASER in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the PROMOTER shall give possession of the Apartment / Unit to the ALLOTTEE/PURCHASER. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER/DEVELOPER. The ALLOTTEE/PURCHASER

agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEE/PURCHASERs, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The ALLOTTEE/PURCHASER shall take possession of the Apartment / Unit within 15 days of the written notice from the PROMOTER to the ALLOTTEE/PURCHASER intimating that the said Apartment / Unit are ready for use and occupancy:

7.3 Failure of ALLOTTEE/PURCHASER to take Possession of Apartment / Unit : Upon receiving a written intimation from the PROMOTER as per clause 9.4 the ALLOTTEE/PURCHASER shall take possession of the Apartment / Unit from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Apartment / Unit to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 9.4 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment / Unit to the Purchaser, the Purchaser brings to the notice of the Developer / Promoter any structural defect in the Apartment / Unit or the building in which the Apartment / Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer / Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer / Promoter, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Residential Apartment, the

Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Developer / Promoter shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are affected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Residential Apartment resulting in damages of any nature, then under such circumstances the Developer / Promoter shall not be liable for make good of the defect.

08. The ALLOTTEE/PURCHASER shall use the Apartment / Unit or any part thereof or permit the same to be used only for purpose of Residence Purposes.

09. That the Developer / Promoter has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration dt. 18.10.2021 registered with Sub Registrar, Nagpur - 3 at Book No. 1 at Sr. No. 5625 dt. 18.10.2021 which was further amended by Deed of Correction dt. 08.02.2022 registered with Sub Registrar, Nagpur – 3 at Book No. 1 at Sr. No. 809 dt. 08.02.2022. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.

It is specifically agreed and understood by the

PURCHASER/S that the PROMOTER will have every right to amend/ratify or correct the Deed of Declaration as and when required and the PURCHASER/S shall not obstruct or object for such amendment/correction or rectification of the Deed of Declaration in future.

9.1 THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Residential Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

9.2 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multi-storeyed Building shall be of common use of all the Residential Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Residential Apartment Owner or Owners.

9.3 The Developer / Promoter shall, within 6 Months from the date of dedication of the said property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the SELLERS/ Promoter / owners in the said structure of the Building in which the said Apartment / Unit is situated.

9.4 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE/PURCHASER that the Residential Apartment / is ready for use and occupancy, the

ALLOTTEE/PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Residential Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/PURCHASER shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE/PURCHASER further agrees that till the ALLOTTEE/PURCHASER's share is so determined the ALLOTTEE/PURCHASER shall pay to the PROMOTER monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE/PURCHASER to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or Limited Company, as the case may be.

10. The ALLOTTEE/PURCHASER shall on or before delivery of possession of the said premises will pay to the PROMOTER/DEVELOPER, the following amounts:-

(i) the actual amount paid to the Govt. Authorities for obtaining the Electric Meter and share in installation of Transformer.
(ii) An amount per SquareFt. of Carpet Area for the Maintenance Charges in advance as

may be decided by the PROMOTER and the various Purchasers.

11. The ALLOTTEE/PURCHASER shall pay to the PROMOTER a sum of all for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER in connection with cost of preparing and engrossing the Agreement To Sell / conveyance.

12. At the time of registration of Sale Deed / conveyance, the ALLOTTEE/PURCHASER shall pay to the PROMOTER/DEVELOPER, the ALLOTTEE/PURCHASER's share of stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOTTEE/PURCHASER as follows:

i. The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/PURCHASER created herein, may prejudicially be affected;

vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Residential Apartment which will, in any manner, affect the rights of ALLOTTEE/PURCHASER under this Agreement;

viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Residential Apartment to the ALLOTTEE/PURCHASER in the manner contemplated in this Agreement;

ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

x. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/PURCHASERs the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEE/PURCHASERs;

xi. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

14. The ALLOTTEE/PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the Residential Apartment may come, hereby covenants with the PROMOTER as follows :-

i. To maintain the Residential Apartment at the ALLOTTEE/PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the Apartment / Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment / Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment / Unit is situated and the Apartment / Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Residential Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Residential Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy

packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Residential Apartment is situated, including entrances of the building in which the Apartment / Unit is situated and in case any damage is caused to the building in which the Residential Apartment is situated or the Residential Apartment on account of negligence or default of the ALLOTTEE/PURCHASER in this behalf, the ALLOTTEE/PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Residential Apartment and maintain the Residential Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE/PURCHASER and shall not do or suffer to be done anything in or to the building in which the Residential Apartment is situated or the Residential Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/PURCHASER committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Residential Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment / Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Residential Apartment is situated and shall keep the portion, sewers, drains and pipes in the Residential Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Residential Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams,

walls, slabs or RCC, Pardis or other structural members in the Residential Apartment without the prior written permission of the Developer / Promoter and/or the Association of the Apartment Owners.

v. Not to do or perform any activity, which will result in damages to the said Residential Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.

vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Residential Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Apartment in the compound or any portion of the project land and the building in which the Apartment / Unit is situated.

viii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER/DEVELOPER, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Residential Apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Residential Apartment by the ALLOTTEE/PURCHASER for any purposes other than for purpose for which it is sold.

x. The ALLOTTEE/PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Residential Apartment until all the dues payable by the ALLOTTEE/PURCHASER to the PROMOTER under this Agreement are fully paid up.

xi. The ALLOTTEE/PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Residential Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE/PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Residential Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The OWNERS/PROMOTER shall maintain a separate account in respect of sums received by the Developer / Promoter from the Purchaser as advance or deposit, sums received on account of the maintenance fund, and shall utilize the amounts only for the purposes for which they have been received.

16. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all

the same such mis-statement, error omission will always be subject to correction by the parties hereto.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Residential Apartment or of the said Plot and Building or any part thereof. The ALLOTTEE/PURCHASER shall have no claim save and except in respect of the Apartment / Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER until the said structure of the building is transferred to the prospective buyers.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER executes this Agreement it shall not mortgage or create a charge on the Residential Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/PURCHASER who has taken or agreed to take such Apartment / Unit.

19. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/PURCHASER by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE/PURCHASER until, firstly, the ALLOTTEE/PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/PURCHASER and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER/DEVELOPER. If the ALLOTTEE/PURCHASER(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/PURCHASER and/or appear before the

Sub-Registrar for its registration as and when intimated by the PROMOTER/DEVELOPER, then the PROMOTER shall serve a notice to the ALLOTTEE/PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/PURCHASER, application of the ALLOTTEE/PURCHASER shall be treated as cancelled and all sums deposited by the ALLOTTEE/PURCHASER in connection therewith including the booking amount shall be returned to the ALLOTTEE/PURCHASER without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Unit /plot/building, as the case may be.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/PURCHASER of the Apartment / Unit, in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act

or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEE/PURCHASER has to make any payment, in common with other ALLOTTEE/PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the Apartment / Unit to the total carpet area of all the Apartment / Unit in the Project.

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER/DEVELOPER’s Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE/PURCHASER, in after the Agreement is duly executed by the ALLOTTEE/PURCHASER and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the

Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

27. The ALLOTTEE/PURCHASER and/or PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

28. That all notices to be served on the ALLOTTEE/PURCHASER and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/PURCHASER or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of ALLOTTEE/PURCHASER:
SHRI / SMT. .....
.....,
Notified Email ID:

PROMOTER name:
M/S ASSOCIATE BUILDERS, NAGPUR
Block No.8 “Sadoday Nest” Nelson Square
Chindwara Road Nagpur,
Email ID:

It shall be the duty of the ALLOTTEE/PURCHASER and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE/PURCHASER, as the case may be.

29. JOINT ALLOTTEES
That in case there are Joint ALLOTTEE/PURCHASERs all communications shall be sent by the PROMOTER

to the ALLOTTEE/PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/PURCHASER.

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/PURCHASER.

31. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

SCHEDULE OF THE PROPERTY SOLD UNDER THIS AGREEMENT

ALL THAT R. C. C. Superstructure comprising of Residential Apartment No. ....., having carpet area admeasuring ..... Square Meters enclosed balcony _____ Square Meters, Open Balcony _____Square Meters, {Built up area = ... Square Meters} situated on the ..... FLOOR alongwith .....% proportionate undivided share and interest in land, in the building Project known as SADODAY SHUBHAM to be constructed on ALL THAT piece and parcel of land admeasuring 712.586 Square Meters i.e. 7670.275 Square feet, bearing City Survey No. 2592 Sheet No. 39, Municipal Corporation House No. 595/3, Ward No. 60, situated at Chitnavis Layout, Chhindwara Road Nagpur within

the limits of Nagpur Municipal Corporation, Tahsil and District Nagpur and the entire Project Land is bounded as under :

ON THE NORTH : NMC GROUND

ON THE EAST : ROAD

ON THE WEST : MAGRA HOUSE

ON THE SOUTH : KHER BUNGALOW

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at NAGPUR in the presence of attesting witness, signing as such on the day first written.

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/PURCHASER:

.....
SHRI

.....
SMT.

at Nagpur in the presence of WITNESSES:

.....
Name :

SIGNED AND DELIVERED BY THE WITHIN NAMED

.....
M/S ASSOCIATE BUILDERS, NAGPUR
Prop.
SHRI SANTDAS S. CHAWLA
PROMOTER

at Nagpur in the presence of WITNESSES:

.....