AGREEMENT TO SELL
VALUED AT RS. ..... /-
(RS. ..... ONLY)
M.V Rs. ...../-

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

01. **M/S SADHURAM AND SONS** {PAN : AAZFS5546E}, a Partnership concern having registered Office at Jain House, 56, East Wardhaman Nagar, Nagpur - 440008 and acting through its authorised Partner **SHRI PAWAN S/O SHYAMSUNDER BHALOTIA,** { UID : 7879 7634 1708}, aged about 60 years, Occupation : Business, hereinafter known and referred to as the "PROMOTER/DEVELOPER" which expression shall unless repugnant to the context or meaning thereof always mean and include PROMOTER as well as it's Partners, their 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 : .....,

03. SMT.
.....,
{PAN : .....} {UID : ..... } aged about ..... years, Occupation : .....,

Both Resident of ...., here-in-after known and referred to as the "ALLOTTEE/ 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 is the owner of ALL THAT entire sanctioned Shop / Apartment building Scheme known as HAPPY HOMES to be developed on ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold Plot bearing No. 636, admeasuring about 1080.00 Sq. Mtrs. (11625.00 Sq.Ft.), in Eastern Industrial Area Street Scheme of N.I.T., in Kh. No. 71 of Mauza : CHIKHALI (DEO) bearing City Survey No. 413, Sheet No. 78, 71 and 72 bearing Municipal House No. 1252/636, Ward No. 22, situated at Chikhali, Nagpur within the limits of Nagpur Municipal Corporation, Tahsil : Nagpur (City), District : 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"),

01. That the property being entire Kh. No. 71 has been owned by the Nagpur Improvement Trust, Nagpur a statutory body duly incorporated under the provisions of the Nagpur Improvement Trust Act, 1936. The Nagpur Improvement Trust obtained the title on the said Khasara under the Law of Acquisition in pursuance to

the Award passed by the Land Acquisition Officer after making the publication of acquisition in the Gazettes and news papers and on payment of compensation payable to the land owners. After acquisition of the said land, Nagpur Improvement Trust, Nagpur developed the said land and made lay out on the said land consisting of various residential plots, open spaces, Public Utility area etc.

02. That, the Nagpur Improvement Trust, Nagpur allotted the said plot to M/s Sadhuram And Sons and executed a lease of the said plot of land for a term commencing from 22nd day of November 2022 till 21st day of November 2052 and executed an Indenture of Lease dated 06th day of February 2023 registered with Sub Registrar, Nagpur – 3 at Book No. 1 at Sr. No. 675 dated 10.02.2023 and the said indenture of Lease was rectified by executing a Deed of Correction 06th day of April 2023 registered with Sub Registrar, Nagpur – 5 at Book No. 1 at Sr. No. 2366 dated 11.04.2023,

03. That M/s Sadhuram And Sons constructing a residential building on said Plot of land in accordance with the Building Plan sanctioned by the Executive Engineer (E), Nagpur Improvement Trust, Nagpur vide Building Permission and Commencement Certificate bearing Permit No. B.E.(EAST)/Case No. 1212151/Tracking No. 202303103/737 dated 23.10.2023 and the building is known as "HAPPY HOMES"

04. That M/s Sadhuram And Sons submitted the proposed building to be erected on the said land to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dt. 03.11.2023 registered with Sub Registrar, Nagpur – 5 at Book No. 1 at Sr. No. 5475 dt. 03.11.2023 and the said building project is known as "HAPPY HOMES".

AND WHEREAS the SELLER/PROMOTER is entitled and enjoined upon to construct building on the project land in accordance with the recitals here-in-above;

AND WHEREAS the SELLER/PROMOTER is in possession of the project land;

AND WHEREAS the SELLER/PROMOTER has proposed to construct on the project land ONE Building, having consisting of 28 (Twenty Eight) Residential Apartments in the said project and to be collectively known and styled as **"HAPPY HOMES"**;

AND WHEREAS the Allottee is offered an Apartment bearing number ..... on the ..... **FLOOR**, (herein after referred to as the said "Apartment") in the Building called **"HAPPY HOMES"** (herein after referred to as the said "Building/Complex") being constructed in the single phase of the said project, by the SELLER/PROMOTER;

AND WHEREAS the SELLER/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 registered the said Project under The Real Estate (Regulation and Development) Act, 2016 and the Real Estate Regulatory Authority MAHARERA vide Registration

No. P505000..... to the said Project and an authenticated copy is attached herewith as “Annexure – F”.

AND WHEREAS the SELLER/PROMOTER has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the SELLER/PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the SELLER/PROMOTER has sole and exclusive right to sell the Residential Apartments therein in the said building/s to be constructed by the SELLER/PROMOTER on the project land and to enter into Agreement/s with the allottee(s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the SELLER/PROMOTER has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Shri Lokesh Kadu, having his registered Office at 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 there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the SELLER/PROMOTER, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the SELLER/PROMOTER to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B' respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the SELLER/PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;

AND WHEREAS the SELLER/PROMOTER have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sanctions 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 SELLER/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/s shall be granted by the concerned local authority;

AND WHEREAS the SELLER/PROMOTER have accordingly commenced construction of the said building/ sin accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Apartment No. .....** on the ..... **FLOOR** in the building/complex **"HAPPY HOMES"** being constructed in the said Project Land;

AND WHEREAS the carpet area of the said Apartment is ..... **Sq. Mtrs.** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the 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 has paid to the SELLER/PROMOTER a sum of **RS. ...../- (RUPEES ..... ONLY)**, being part payment of the sale consideration of the Apartment agreed to be sold by the SELLER/PROMOTER to the Allottee as advance payment or Application Fee (the payment and receipt whereof the SELLER/PROMOTER both hereby admit and acknowledge) and the Allottee has agreed to pay to the SELLER/PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the SELLER/PROMOTER is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact this 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 SELLER/PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the(Apartment)and the garage/covered parking(if applicable)

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

01. The SELLER/PROMOTER shall construct the said building/s consisting of the Basement, Ground Floor and Fourteen Upper Floors. All the Upper Floors shall consists of Residential Apartments to be constructed by the SELLER/PROMOTER on the said Project Land in accordance with the plans, designs and

specifications as approved by the Competent local authority from time to time.

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

1(a)(i) The Allottee hereby agrees to purchase from the SELLER/PROMOTER and the SELLER/PROMOTER hereby agrees to sell to the Allottee **Apartment No. ……..** having carpet are admeasuring ..... **Sq. Meters** on ..... **FLOOR** in the Building known as HAPPY HOMES (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ...../- inclusive of 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 Second Schedule annexed herewith.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is **Rs. ……./-**

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration)

to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or pay able by the SELLER/PROMOTER by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the SELLER/PROMOTER) up to the date of handing over the possession of the Apartment.

1(e) 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 SELLER/PROMOTER undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the SELLER/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, which shall only be applicable on subsequent payments.

1(f) The SELLER/PROMOTER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @__% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the SELLER/PROMOTER.

1(g) The SELLER/PROMOTER 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 cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the SELLER/PROMOTER. If there is any reduction in the carpet area within the defined limit then SELLER/PROMOTER shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoters 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 Clause1(a) of this Agreement.

1(h) The Allottee authorizes the SELLER/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 SELLER/PROMOTER may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the SELLER/PROMOTER to adjust their payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be fur the r sub divided in to multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 (i) 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 to the ALLOTTEE/PURCHASER/S, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

(ii) Period for conveyance of title, by PROMOTER, to legal entity of allottees in case of single building project .– The PROMOTER shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate in favour of the ALLOTTEE / PURCHASER.

2.2 Time is essence for the SELLER/PROMOTER as well as the Allottee. The SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the SELLER/PROMOTER as provided in clause1(c) 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 based on the proposed construction and sale of Apartment 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.

4.1 If the SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the [Apartment/Shop] to the Allottee, the SELLER/PROMOTER agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the SELLER/PROMOTER, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the allottee(s)to the SELLER/PROMOTER.

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

Provided that, SELLER/PROMOTER shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the SELLER/PROMOTER within the period of notice then at the end of such notice period, SELLER/PROMOTER shall been title d to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the SELLER/PROMOTER shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to SELLER/PROMOTER) within a period of thirty days of the termination, the instalment of sale consideration of the Apartment which may till then have been paid by the Allottee to the SELLER/PROMOTER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded)to be provided

by the SELLER/PROMOTER in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The SELLER/PROMOTER shall give possession of the Apartment to the Allottee on or before .....day of.....20_____. If the SELLER/PROMOTER fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the SELLER/PROMOTER shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the SELLER/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the SELLER/PROMOTER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situate dis 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.

7.1 Procedure for taking possession-The SELLER/PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the SELLER/PROMOTER shall give possession of the [Apartment] to the Allottee. The SELLER/PROMOTER agree sand undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the SELLER/PROMOTER. The Allottee agree(s)to pay the maintenance charges as determined by the SELLER/PROMOTER or association of allot tees, as the case may be. The SELLER/PROMOTER on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the SELLER/PROMOTER as per clause 8.1, the Allottee shall take possession of the Apartment from the SELLER/PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the SELLER/PROMOTER shall give possession of the [Apartment]to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee 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 to the Allottee, the Allottee brings to the notice of the SELLER/PROMOTER any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the SELLER/PROMOTER at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the SELLER/PROMOTER, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. They shall use the garage or parking space only for purpose of keeping or parking vehicle.

That the SELLER/PROMOTER / Promoter has dedicated the said Project to the provisions of The Maharashtra Apartments Ownership Act, 1970 and a Deed of Declaration dt. 03.11.2023 u/s 2 of the said Act is registered with Sub Registrar, Nagpur – 5 at Book No. 1 at Sr. No. 6475 dt. 03.11.2023. Thus the said Project will be governed by the provisions of The Maharashtra Apartments Ownership Act, 1970. The provisions of The Maharashtra Apartments 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.

Within 15 days after notice in writing is given by the SELLER/PROMOTER to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the 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 shall pay to the SELLER/PROMOTER such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the SELLER/PROMOTER provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the SELLER/PROMOTER shall not carry any interest and remain with the SELLER/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 SELLER/PROMOTER to the Society or the Limited Company, as the case may be.

9. The Allottee shall on or before delivery of possession of the said premises keep deposited with the SELLER/PROMOTER, the following amounts :-

(i) Rs.....for share money, application entrance fee of the Society or Apex body.

(ii) Rs.……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(iii) Rs…….For Deposit towards Water, Electric and other utility and services connection charges&

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOTTEE/PURCHASER/S 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/S 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 [Apartment/Plot] which will, in any manner, affect the rights of ALLOTTEE/PURCHASER/S under this Agreement;

viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the

ALLOTTEE/PURCHASER/S in the manner contemplated in this Agreement;

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

x. 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;

xi. 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.

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

i. To maintain the Apartment at the ALLOTTEE/ PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the 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 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE/PURCHASER/S in this behalf, the ALLOTTEE/PURCHASER/S shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE/PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the 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/S committing any act in contravention of the above provision, the ALLOTTEE/PURCHASER/S 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 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 or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Apartment without the prior written permission of the 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 Apartment and Common area of the Project. The PURCHASER/S 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 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

viii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, 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 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 Apartment by the ALLOTTEE/PURCHASER/S for any purposes other than for purpose for which it is sold.

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

xi. The ALLOTTEE/PURCHASER/S shall observe and perform all the rules and regulations which the Association 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 Apartments 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/S shall also observe and perform all the stipulations and conditions

laid down by the Association regarding the occupancy and use of the 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.

12. That under the Amenity Area on the said Plot of land as per sanctioned Plan wherein the activities of Fitness Centre, Gym, Club House, Swimming Pool etc. were to be carried out by the PROMOTER or its agency and for which a lumpsum amount (non-refundable) i.e. club house development charges shall be payable by the PURCHASER/s or the unit purchasers or their successors – in – title of HAPY HOMES and the said members / purchasers of units has also to pay the monthly/yearly maintenance charges of the club house as may be decided by the PROMOTER and they shall be entitled to make use of the amenities of the Club on availability basis and as may be decided and regulated by the PROMOTER or the agency appointed by the PROMOTER time to time for operating the Club and amenity area. That the PROMOTER covenant with the PURCHASER that the said Amenities shall be only for the occupants of the HAPPY HOMES and shall not allow the user of the same to the any third outsider party.

Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the SELLER/PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

The PROMOTER shall maintain a separate account in respect of sums received by the Promoter from the PURCHASER/S as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment here by agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the SELLER/PROMOTER until the management of the said Building maintenance is handed over to the Association of Owners as hereinbefore mentioned.

14. 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.

15. SELLER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the SELLER/PROMOTER executes this Agreement he shall not mortgage or create a charge on the 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 who has taken or agreed to take such [Apartment/Shop].

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the SELLER/PROMOTER do not create a binding obligation on the part of the SELLER/PROMOTER or the Allottee until, firstly, the Allottee sign sand 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the SELLER/PROMOTER. If the Allottee(s)fails to execute and deliver to the SELLER/PROMOTER this Agreement within 30 (thirty) days from the date of it s receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the SELLER/PROMOTER, then the SELLER/PROMOTER shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of it s receipt by the Allottee, application of the Allottee shall be treated as can celled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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, as the case may be.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENTALLOTTEES

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment f or all intents and purposes.

20. 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 mended 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 there under 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.

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

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

22. 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 action s specifically provided for here in, 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.

23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the SELLER / PROMOTER through its authorized signatory at the SELLER/PROMOTERS/ Promoter's Office, or at some other place, which may be mutually agreed between the SELLER/PROMOTER and the Allottee, in Nagpur after the Agreement is duly executed by the Allottee and the SELLER/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.

24. The Allottee and/or SELLER/PROMOTER shall present this Agreement as well as the Sale Deed at the proper registration office of registration with in the time limit prescribed by the Registration Act and the SELLER/PROMOTER will attend such office and admit execution there of.

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

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 .....
.....
.....
Notified email ID:

PROMOTER name:
M/S SADHURAM AND SONS
Jain House, East Wardhaman Nagar,
Central Avenue, Nagpur – 440008
Notified email ID : jainrealties1@gmail.com

It shall be the duty of the Allottee and the SELLER/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 SELLER/PROMOTER or the Allottee, as the case may be.

26. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the SELLER/PROMOTER to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly serve don all the Allottees.

27. Stamp Duty and Registration:-The charges to wards stamp duty and Registration of this Agreement shall be borne by the allottee.

28. 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 competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016,Rules and Regulations, thereunder.

29. 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 and the Nagpur courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred to
Description of the Project land and all other details

ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold Plot bearing No. 636, admeasuring about 1080.00 Sq. Mtrs. (11625.00 Sq.Ft.), in Eastern Industrial Area Street Scheme of N.I.T., in Kh. No. 71 of Mauza : CHIKHALI (DEO) bearing City Survey No. 413, Sheet No. 78, 71 and 72 bearing Municipal House No. 1252/636, Ward No. 22, situated at Chikhali, Nagpur within the limits of Nagpur Municipal Corporation, Tahsil : Nagpur (City), District : Nagpur and the said plot is bounded as under

ON THE NORTH	:	30.00 MTRS. ROAD
ON THE EAST	:	PLOT NO. 637
ON THE WEST	:	PLOT NO. 635
ON THE SOUTH	:	9.00 MTR. ROAD

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE/PURCHASER:

.....
SHRI .....
at Nagpur in the presence of WITNESSES:

Name :

SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER
M/S SADHURAM AND SONS
Through its Authorised Partner
SHRI PAWAN S. BHALOTIA

.....

at Nagpur in the presence of WITNESSES:
Name :

SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN

DESCRIPTION OF THE APARTMENT

Name of Building : "HAPPY HOMES"

Apartment No.	Floor	Carpet Area (Sq.Mtrs)	Enclosed Balcony (Sq.Mtr)	Terrace Area (Sq.Mtrs)	Undivided Share in Land (%)

The said Apartment is bounded as under:

ON THE EAST - BY _____,
ON THE WEST - BY _____,
ON THE NORTH - BY _____,
ON THE SOUTH - BY _____.

ANNEXURE
(Specification and amenities for the Residential Apartment)

SPECIFICATIONS

Structure

- Seismic Zone Compliant
- RCC Frame Structure

Walls

- Outer - 9" / 6" thick brick masonry/ AAC Block with plaster
- Inner - 6" / 4" thick brick masonry/ AAC Block with smooth finish Gypsum Punning

Toilets

- Designer Tiles on walls (up to lintel level)
- Granite/ Vitrified Tiles Fascia for door openings
- Granite/ Vitrified Tiles Counter-top for wash-basins

- Geyser Provision
- Water efficient Sanitary & CP fittings- Jaquar / Kohler or equivalent

Kitchen

- Kitchen Platform with Granite/ Vitrified Tiles top
- Designer Dado Tiles above platform up to 2'
- Stainless Steel Single Bowl Sink – Nirali or equivalent
- Provision for water purifier, chimney

Utility

- Ceramic/ Vitrified Dado Tiles up to 3' height
- Provision for Clothes / Utensils washing

Floor Finishes

- Premium 800mm x 1600mm Vitrified Tiles in Living, Dining, Kitchen and Passages/ Foyers.
- Premium 800mm x 800mm Vitrified Tiles in 2 Bedrooms.
- Laminated Wooden Flooring in Master Bedroom and 1 other Bedroom
- Antiskid Vitrified Tiles for Toilets, Balconies & Utility area

Doors and Windows

- Main Door: Teakwood Frame with Veneer Flush Door- Godrej Locks or equivalent
- Internal Door of Bedrooms: Teakwood Frame with Laminated Flush Door- Godrej Locks or equivalent
- Bathroom - Granite/ Vitrified Tiles Frame with Laminated Flush Door
- Windows and Balconies Doors- Aluminium or UPVC make Windows

Electrical

- 3 Phase Connection
- Wiring with PVC insulated copper wire (Finolex or equivalent)
- Ample light points with modular switches (Legrand or equivalent)
- TV, AC and Telephone Point in Living and All Bedrooms
- Provision of Exhaust Fan in Kitchen and Toilets
- Optic Fiber and EPBX Provision
- Video Door Camera for Main Door with Screen in central area

Paint Finish

- Internal Walls – putty + primer finish (Asian Paints or equivalent)

Other Features/ Common Amenities:

- Terrace Club House with
  - Well- equipped Gym with Changing rooms and Washrooms
  - Multi-purpose AC Hall with attached Terrace & Pantry
  - Baby Creche / Soft-Play Area with Library
  - Landscaped Outdoor Terrace Garden with premium seating Area

- Designer Entrance Lobby
- Common Pressurized System suited for high-end bathroom fixtures.

- Planned space for AC Outdoor Units
- Power Backup for Common Utilities
- Lift: Automatic High-Speed Lift of Schindler or equivalent with ARD
- Service Staircase with Separate Lobby and Lifts
- CCTV cameras on floor lobby and common areas
- Intercom Connectivity
- Fire Fighting System as per NBC norms
- Stainless Steel/Aluminum Glass Railing for Balconies
- Stainless Steel/ MS Railing in common staircase
- Vastu Compliant
- Rain Water Harvesting
- Solar Panels for Common Electric Meter