

Date:

ALLOTTMENT LETTER

To,

Mr.

Mrs.

Address.....

E-mail address:.....

Dear Sir / Madam,

You have shown your interest in purchasing a plot (details of Plot are more particularly described herein below) in our proposed project “_____” which is situated at Gat No. _____ **At Village _____, Tal- _____, Dist-_____**. We have accepted your offer on following terms and conditions;

[illegible]

OTHER CHARGES PAYABLE BY THE ALLOTTEE ON OR BEFORE THE EXECUTION OF AGREEMENT								
Stamp Duty- 5%								
Registration Charges- 1%								
Miscellaneous registration expenses								
Legal cost, charges and expenses								
Share money, application entrance fee of the Society								
Charges for formation and registration of the Society								
Deposit towards Water and other utility and services connection charges								
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout								
Total								
AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE PLOT								
Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges Rs..... paise X Sq.ft total usable area X for...24.....months.								
GST on the maintenance Charges (or as applicable)								
Total								

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
- 2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by email/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 3) Minimum token amount should be equivalent to 5% of the agreement cost or whichever offered by the promoter at the time of booking, which shall be retained as interest free *bonafide refundable* deposit.

4) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.

5) All taxes, cess, charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Plot.

6) The Purchaser has received the layout plan & specification, of the said Plot at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.

7) In case of cancellation for any reason what so ever then the amount paid against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

For _____ **. (PROMOTER)**

Mr.....

Senior Executive/Assistant Manager-Sales sign: _____

AGREEMENT TO SALE

This Agreement to Sale is made at Bhiwapur this day of June in the year Two Thousand and Seventeen

BETWEEN

M/S. Dhariwal and Chhoriya Buildcon Pvt. Ltd.,

a company incorporated under the Companies Act, 1956 carrying on business as Builders and Owner/Promoter, having **PAN : AADCD1483G**, having an office inter alia at : **Chhoriya Group, 1st Floor, Kothari Plaza, Bibevewadi-Kondhwa Road, Near Gera Junction, Lulla Nagar, Pune 411040.**

by the hand of one of their present **Directors**

Mr. Anmol Kanhaiyalal Chhoriya,

Age- 33 yrs., Occupation: Business, PAN : AFXPC0133L, resident of Pune,

hereinafter called "**THE PROMOTER**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the One Part;

AND

Mr.....

Age : _____ Yrs, Occupation _____ yrs,

having address at.....

hereinafter referred to as "the Allottee".

(which expression shall unless repugnant to the context or meaning thereof mean and include the survivor, the heirs, executors and administrators his assigns) of the Other Part;

WHEREAS:—

The Promoter purchased said land Survey No. 44/1 admeasuring 2H.49R which is more particularly

described hereunder in "Schedule I", vide registered sale deed bearing number 4484/2011 dated 27.05.2011 from Mr. Rakesh Rawajibhai Patel and others. And Survey No. 44/2 admeasuring 1H.21R which is more particularly described hereunder in "Schedule I", vide registered sale deed bearing number 7066/2011 dated 24.08.2011 from Mr. Anil Dalichand Doshi and others. Survey No. 44/3 admeasuring 1H.21R which is more particularly described hereunder in "Schedule I", vide registered sale deed bearing number 7065/2011 dated 24.08.2011 from Mr. Anil Dalichand Doshi and others. And Accordingly name of Promoter is entered in record of rights of said property, thus the Promoter become absolute owner of the property and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of nonagricultural land hereditaments situate at Bhiwapur, bearing Survey No.44/1, 44/2 and 44/3 and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed (hereinafter collectively called "the said Land");

The Hon'ble Tahasildr, Wardha vide it's Rev.Case No. NAP-34/2012-2013, Tahasil Wardha, Dist.Wardha dated 30/08/2014 allowed to convert the use of said piece and parcel of land Survey No. 44/1 + 44/2 + 44/3 totally admeasuring about **H4.91R** situated at Village Bhivapur, Taluka Wardha, District- Wardha from agricultural to nonagricultural purpose and **Town Planning, Wardha** also has provided its final sanction to the said layout by its order bearing No. NA/Mouje Bhiwapur/Tahsil Wardha/S.No.44/1, 44/2, 44/3/NRV-628/2014 dated 16.04.2014. Later on as per said NA order and sanctioned layout the Promoter got demarked the plot and divided into 151 plots, amenity space and open space and thereon constructed road, laid drainage line and electricity line etc. thus, the said property consists of nonagricultural plot is the subject matter of this agreement which is entirely & exclusively in possession of the Promoter.

AND WHEREAS the Promoter has right to develop nearby & adjacent Plot to the said land. In pursuance of that the OWNER is entitle to prepare amalgamation plan, as per requirement, for the said adjacent plots and the said land. On the basis of sanctioned layout the Promoter has developed

the said land and divided into N.A.Plots.

AND WHEREAS the Promoters are entitled and enjoined upon to sale the said N.A. plots in accordance with the recitals herein above;

ANDWHEREAS the Promoter is in possession of the project land;

AND WHEREAS the Allottee is offered a **plot bearing number** _____ out of Survey No. 44/1 + 44/2 + 44/3 in the project called "R.M.Dhariwal Townhship" (here in after referred to as the said "plot") being sold in the first Phase of the said project, by the Promoter.

ANDWHEREAS, the registration of the Project is under process as per the provisions of the Act with the Real Estate Regulatory Authority;

ANDWHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the plots in the said layout to be developed by the Promoter on the project land and to enter into Agreement / s with the allottee (s) /s of the plots to receive the sale consideration in respect there of;

ANDWHEREAS on demand from the allottee, the Promoter has given inspection to the allottee of all the documents of title relating to the project land and specifications of development 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;

ANDWHEREAS the authenticated copies of Certificate of Title issued by the advocate of the 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 Promoter to the project land has been annexed here to and marked as Annexure 'A' and ' B', respectively.

ANDWHEREAS the authenticated copies of the Layout as approved by the concerned Local Authority has been annexed hereto and marked as Annexure C.

AND WHEREAS the Promoter has accordingly commenced development of the said layout in accordance with the said sanctioned layout plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of a **plot bearing number** _____ out of Survey No. 44/1 + 44/2 + 44/3 in the project called "R.M.Dhariwal Townhship" (here in after referred to as the said "plot") being sold in the first Phase of the said project, by the Promoter.

AND WHEREAS the area of the said plot is _____ square meters.

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 Promoter a sum of Rs..... (Rupees..... only), being part payment of the sale consideration of the Plot agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt where of the Promoter doth here by admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner here in after appearing.

ANDWHEREAS the registration of the Project is under process as per the provisions of the Act with the Real Estate Regulatory Authority;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Plot with the Allottee, 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 hereby agrees to purchase the plot.

NOW THEREFORE, THIS AGREEMENT WITNESSE THANDITIS HEREBYAGREEDBY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

1. The Promoter shall develop the said layout 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 in respect of variations or modifications which adversely affect the plot of the Allottee except any alteration or addition required by any Government authorities or due to change in law or changes which shall not adversely affect the plot of the Allottee.
2. The Allottee here by agrees to purchase from the Promoter and the Promoter here by agrees to

sell to the Allottee Plot No._____ of the type N.A. Plot of area admeasuring.....sq. metres in the project "R.M.Dhariwal Township" (here in after referred to as "the Plot") as shown in the layout plan thereof here to annexed and marked Annexure C for the consideration of Rs..... including the cost of facilities appurtenant to the premises which are only privilege to use for the Allottee/s, the nature, extent and description of the facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The total aggregate consideration amount for the plot is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment and here by agrees to pay to the Promoter the balance amount of Rs. (Rupees) in the following manner :-

[illegible]

3. The Total Price above excludes Taxes (consisting of tax paid or payable by the 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 Promoter) up to the date of handing over the possession of the Plot. Thus this all excluded taxes shall be paid by the Allottee in addition to the consideration amount as and when required.
4. 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 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, which shall only be applicable on subsequent payments.
5. The Promoter shall confirm the final plot area that has been allotted to the Allottee after the development of the layout is complete, by furnishing details of the changes, if any, in the area, subject to a variation cap of three percent. The total price payable for the area shall be re calculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit then 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 plot area allotted to Allottee, the Promoter 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 of this Agreement.
6. The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
7. The Promoter here by 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 plot to the Allottee.

8. Time is essence for the Promoter as well as the Allottee. The Promoter shall hand over the Plot to the Allottee upon execution of the sale deed after full and final payment of the consideration amount and all other charges mentioned in this present Agreement to Sale.

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 Promoter as provided in clause 1 herein above. ("Payment Plan").

9. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee (s) to the Promoter.

10. Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other out goings) and on the allottee 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, by Registered Post AD at the address provided by the allottee and mail at thee-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 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 Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. Administrative, legal and handling charges of Rs.20,000/- or 20% of the total received amount whichever is more or any other amount of the expenses made by the Promoter on the said plot) within a period of Thirty day so the termination, the installments of sale consideration of the plot which may till then have been paid by the Allottee to the Promoter.

11. The Promoter shall give possession of the Infrastructure to the Allottees of the layout on or before 31st day of December 2019 If the Promoter fails or neglects to give possession of the plot to the Allottee 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 the amounts already received by him in respect of the plot with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest there on is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of plot on the aforesaid date, if the completion of infrastructure in the layout in which the Plot is to be situated is delayed on account of-

- a. war, civil commotion or act of God;
- b. Any notice, order, rule, notification of the Government and / or other public or competent authority /court.

12. **Procedure for taking possession**-The Promoter, upon payment made by the Allottee as per the agreement and after execution of the sale deed shall give in writing the possession of the Plot, 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 Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

13. The Allottee shall take possession of the Plot within 15 days of the written notice from the promotor to the Allottee intimating that the said Plot is ready for use and occupancy:

14. **Failure of Allottee to take Possession of Plot:** Upon receiving a written intimation from the Promoter as per clause, the Allottee shall take possession of the Plot 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 Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause such Allottee shall continue to be liable to pay maintenance charges as applicable.

15. The Allottee shall use the plot or any part there of or permit the same to be used only for purpose

of residence or for the purpose as will be permitted by the competent authority time to time

16. The Allottee along with other allottee (s) s of Plots in the layout shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filling, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
17. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor /Lessor /Original Owner / Promoter and / or the owners in the said structure of the Building or wing in which the said Plot is situated.
18. The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor / Lessor /Original Owner/ Promoter and/ or the owners in the project land on which the building with multiple wings or buildings are constructed.
19. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Plot is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e.in proportion to the area of the plot) of out goings 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 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 Promoter provisional monthly contribution of Rs.5000/- per month towards the outgoings. The amounts so paid by the Allottee 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 favor 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 the Limited Company, as the case maybe.

20. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs.500/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii) Rs.5000/- for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs.5000/- for proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company/Federation/Apex body

(vi) Rs.5000/- for deposits of electrical receiving and Sub Station provided in Layout.

21. The Allottee shall pay to the Promoter a sum of Rs.5000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :The Promoter here by represents and warrants to the Allottee as follows:

a. 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;

- b. 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;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the title of project land or Project except those disclosed in the title report;
- e. 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;
- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g. 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- i. 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;

- j. 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.
23. The Allottee / s or himself / themselves with intention to bring all persons into who so ever hands the Plot may come, here by covenants with the Promoter as follows:-
- a. To maintain the plot at the Allottee's own costing good and tenantable repair and condition from the date that of sale deed of the plot and shall not do or suffer to be done anything in or to the plot which may be against the rules, regulations without the consent of the local authorities, if required.
 - b. If in the future any construction by the Allottee on the said plot after execution of the sale deed, Not to store on the Plot or in the said building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building and the said Plot and adjacent plots thereto 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 infrastructure of the layout, and in case any damage is caused to the infrastructure of the layout on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c. To carry out at his own cost all changes to the said Plot and shall not do or suffer to be done anything in or to the other plots in the layout in which the Plot is situated 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - d. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land or any part thereof or where by any increased premium shall become payable in respect of the insurance.
 - e. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the project land.
 - f. 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 layout in which the plot is situated.
 - g. 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 use of the plot by the Allottee for any purpose other than the purpose for which it is sold.
 - h. The Allottee can not let, sub-let, transfer, assign or part with interest or benefit fact or of this Agreement or part with the possession of the plot until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - i. The Allottee 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 Plots 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 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 Plot and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.
24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the

promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or any part thereof. The Allottee shall have no claims have and except in respect of the plot here by agreed to be sold to him in the layout.
26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the plot 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 plot. Whatsoever charge be release prior to sale deed of said plot.

27. BINDING EFFECT

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

28. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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 plot, as the case may be.

29. RIGHT TO AMEND

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES :

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

31. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent 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.

32. 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 area of the Plot to the total carpet area of all the Plots in the Project.

33. 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 here under or pursuant to any such transaction.

34. 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's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, After the Agreement is duly executed by the Allottee 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 Tembhurni.

35. The Allottee and / or Promoter shall present this Agreement as well as the conveyance / assignment of lease 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.

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

_____ Name of Allottee
_____ (Allot tee's Address)
Notified Email ID: _____

Promoter: M/S. DHARIWAL AND CHHORIYA BUILDCON PVT.LTD.,

CHHORIYA GROUP, 1st Floor, Kothari Plaza, Bibwewadi-Kondhwa Road, Near Gera Junction, Lulla Nagar, Pune 411040

Notified Email ID: chhoriya@gmail.com

It shall be the duty of the Allottee 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 letter spoted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

37. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the 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 served on all the Allottees.

38. **Stamp Duty and Registration:-**The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
39. **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 arbitrator Adv. Jaya S. Runwal as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
40. **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 Pune courts will have the jurisdiction for this Agreement.

30. That all contents of this Agreement to Sale has been read over and fully understood in my mother tong and I am agreed upon the same.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
photograph
and sign
across the
photograph

Please
affix
photograph
and sign
across

in the presence of WITNESSES:

1. Name _____
Signature _____

2. Name _____
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

Please affix
photograph
and sign
Across the
photograph

M/S. DHARIWAL AND CHHORIYA BUILDCON PVT. LTD
their Director **Mr. Anmol Kanhaiyalal Chhoriya**

(Authorized Signatory) WITNESSES:

Name _____
Signature _____

Name _____
Signature _____

SCHEDULE 'A'

THE SCHEDULE ABOVE REFERRED TO:

THE SCHEDULE ABOVE REFERRED TO:

FIRST SCHEDULE

[Detailed description of the Land referred herein above]

All that piece and parcel of land and ground collectively and totally admeasuring area about 4 hectar 91 ares i.e 49100 Sq. Mtrs., bearing S.No: 44/1, 44/2, 44/3 situated at Village Bhiwapur, Taluka - Wardha, District Wardha, within the limits of Sub-Registrar, Wardha and within the limits of Pavnar Gram Panchayat, is more particularly described herein below in second schedule and collectively bounded as under –

On or towards East : Adj. S. No.38.

On or towards West : Adj. S. No.45.

On or towards South : 18 Mtr. Wide Road, Dattapur to Pavnar.

On or towards North : Adj. S. No.43.

SECOND SCHEDULE

(Description of the said nonagricultural plot)

ALL THAT area admeasuring _____sq.mtrs. being nonagricultural **Plot No. _____** out of survey No.**44/1, 44/2, 44/3** admeasuring area about **4 hectar 91 ares i.e 49100 Sq. Mtrs.,** Situated **Village Bhiwapur, Taluka - Wardha, District Wardha, within the limits of Sub-Registrar, Wardha and within the limits of Pavnar Gram Panchayat, is bounded as follows:-**

On or towards East : _____

On or towards West : _____

On or towards South : _____

On or towards North : _____

Length and width of plot:

On or towards East : _____ meter

On or towards West : _____ meter

On or towards South : _____ meter

On or towards North : _____ meter

ANNEXURE–A
Title Report

ANNEXURE–B
(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor /Lessor/ Original Owner/ Promoter to the project land).

ANNEXURE–C-1
(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE–E
(Specification and amenities for the Layout),

ANNEXURE–F
(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees.....on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

By order and in the name of the Governor of Maharashtra,

R.K.DHANAWADE, Deputy
Secretary to Government.

Agreement Value Rs. _____/-

Satmp Duty Rs. _____/-

SALE DEED

THIS SALE DEED made at _____ this _____ day of June in the Christian Year Two Thousand Seventeen.

BETWEEN

M/s. Dhariwal and Chhoriya Buildcon Pvt. Ltd.,

a company incorporated under the Companies Act, 1956 carrying on business as Builders and Owner/Promoter, having **PAN : AADCD1483G**, having an office inter alia at **Chhoriya Group, 1st Floor, Kothari Plaza, Bibewadi-Kondhwa Road, Near Gera Junction, Lulla Nagar, Pune 411040.**

by the hand of one of their present **Directors**

Mr. Dilip Devichand Jain,

Age- 54 yrs., **Occupation:** Business, **PAN : AAQPJ5449Q**, resident of Pune,

hereinafter called **"THE PROMOTER"** (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the One Part;

AND

Mrs. _____

Age about – _____ years,

Occupation – _____

PAN : _____, UID No. _____ Indian Inhabitant,

having address At - _____

hereinafter called **"THE ALLOTEE/S"** (which expression shall unless repugnant to the context or meaning thereof mean and include the survivor, the heirs, executors and administrators his assigns) of the Other Part;

WHEREAS:—

The Promoter purchased said land Survey No. 44/1 admeasuring 2H.49R which is more particularly described hereunder in "Schedule I", vide registered sale deed bearing number 4484/2011 dated 27.05.2011 from Mr. Rakesh Rawajibhai Patel and others. And Survey No. 44/2 admeasuring 1H.21R which is more particularly described hereunder in "Schedule I", vide registered sale deed bearing number 7066/2011 dated 24.08.2011 from Mr. Anil Dalichand Doshi and others. Survey No. 44/3 admeasuring 1H.21R which is more particularly described hereunder in "Schedule I", vide registered sale deed bearing number 7065/2011 dated 24.08.2011 from Mr. Anil Dalichand Doshi and others. And Accordingly name of Promoter is entered in record of rights of said property, thus the Promoter become absolute owner of the property and seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of nonagricultural land hereditaments situate at Bhiwapur, bearing Survey No.44/1, 44/2 and 44/3 and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed (hereinafter collectively called "the said

Land”);

The Hon'ble Tahasildr, Wardha vide it's Rev.Case No. NAP-34/2012-2013, Tahasil Wardha, Dist.Wardha dated 30/08/2014 allowed to convert the use of said piece and parcel of land Survey No. 44/1 + 44/2 + 44/3 totally admeasuring about **H4.91R** situated at Village Bhivapur, Taluka Wardha, District- Wardha from agricultural to nonagricultural purpose and **Town Planning, Wardha** also has provided its final sanction to the said layout by its order bearing No. NA/Mouje Bhiwapur/Tahsil Wardha/S.No.44/1, 44/2, 44/3/NRV-628/2014 dated 16.04.2014. Later on as per said NA order and sanctioned layout the Promoter got demarked the plot and divided into 151 plots, amenity space and open space and thereon constructed road, laid drainage line and electricity line etc. thus, the said property consists of nonagricultural plot is the subject matter of this agreement which is entirely & exclusively in possession of the Promoter.

AND WHEREAS the Promoter has right to develop nearby & adjacent Plot to the said land. In pursuance of that the OWNER is entitle to prepare amalgamation plan, as per requirement, for the said adjacent plots and the said land.

AND WHEREAS the Promoters are entitled and enjoined upon to sale the said N.A. plots in accordance with the recitals herein above;

ANDWHEREAS the Promoter is in possession of the project land;

AND WHEREAS the Allottee is offered a **plot bearing number** _____out of Survey No.44/1, 44/2, 44/3 in the project called “R.M.Dhariwal Townhship” (here in after referred to as the said “plot”) being sold in the first Phase of the said project, by the Promoter.

ANDWHEREAS the registration of the Project is under process as per the provisions of the Act with the Real Estate Regulatory Authority;

ANDWHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the plots in the said layout to be developed by the Promoter on the project land and to enter into Deed / s with the allottee (s) /s of the plots to receive the sale consideration in respect there of;

ANDWHEREAS on demand from the allottee, the Promoter has given inspection to the allottee of all the documents of title relating to the project land and specifications of development 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;

ANDWHEREAS the authenticated copies of Certificate of Title issued by the advocate of the 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 Promoter to the project land has been annexed here to and marked as Annexure 'A' and ' B', respectively.

ANDWHEREAS the authenticated copies of the Layout as approved by the concerned Local Authority has been annexed hereto and marked as Annexure C.

AND WHEREAS the Promoter has accordingly commenced development of the said layout in accordance with the said sanctioned layout plan.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Plot No.** _____ out of Survey No. 44/1, 44/2, 44/3 in the project known as "R.M.Dhariwal Township" being developed in the first phase of the said Project,

AND WHEREAS the area of the said **plot** is _____ **square meters**.

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 Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a total sum of **Rs.** _____ **/- (Rupees _____ Only)**, as a full payment of the sale consideration of the Plot hereby sold by the Promoter to the Allottee as a full and final payment of consideration (the payment and receipt where of the Promoter doth here by admit and acknowledge) and the Allottee has agreed to pay to the Promoter all other charges in the manner here in after appearing.

ANDWHEREAS, the registration of the Project is under process as per the provisions of the Act with the Real Estate Regulatory Authority;

AND WHEREAS ,under section 13 of the said Act the Promoter is required to execute a written Deed for sale of said Plot with the Allottee, being in fact these presents and also to register said Deed under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties ,the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the plot.

NOW THEREFORE, THIS DEED WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-

41. The Promoter shall develop the said layout 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 in respect of variations or modifications which adversely affect the plot of the Allottee except any alteration or addition required by any Government authorities or due to change in law or changes which shall not adversely affect the plot of the Allottee.

42. The Allottee here by agreed to purchase from the Promoter and the Promoter here by agreed to sell to the Allottee **Plot No.** _____ of the type N.A.Plot of area admeasuring _____ **sq. metres** in the project "R.M.Dhariwal Township" (here in after referred to as "the Plot") as shown in the layout plan thereof here to annexed and marked Annexure C for the consideration of **Rs.** _____ **/-** including the facilities appurtenant to the premises, which are only privilege to use for the Allottee/s, the nature, extent and description of the facilities which are more particularly described in annexure annexed herewith.

The total aggregate consideration amount for the plot is thus **Rs.** _____ **/-**

The Allottee has paid on or before execution of this deed a sum of **Rs.** _____ **/- (Rupees _____ Only)** to the Promoter as specifically mentioned in

the receipt annexed herewith;

43. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or GST or any other similar taxes which may be levied, in connection with the plot and Project land payable by the Promoter) up to the date of handing over the possession of the Plot. Thus this all excluded taxes shall be paid by the Allottee in addition to the consideration amount as and when required.
44. The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
45. The Promoter here by 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 plot to the Allottee.
46. The Promoter will hand over the Plot to the Allottee upon execution of the sale deed and realization of full and final payment of the consideration amount and all other charges mentioned in this present Sale Deed by the Allottee and upon received by the Promoter.
47. The Promoter shall give possession of the Infrastructure to the Allottees of the layout on or before 31st day of December 2019.
- Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of infrastructure on the aforesaid date, if the completion of infrastructure is delayed on account of-
- a. war, civil commotion or act of God;
 - b. Any notice, order, rule, notification of the Government and / or other public or competent authority /court.
48. **Procedure for taking possession**-The Promoter, upon payment made by the Allottee as per the deed and after execution of the sale deed shall give in writing the possession of the Plot, to the Allottee in terms of this Deed to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.
49. The Allottee shall take possession of the Plot within 15 days of the written notice from the promotor to the Allottee intimating that the said Plot is ready for use and occupancy:
50. **Failure of Allottee to take Possession of Plot** : Upon receiving a written intimation from the Promoter as per clause above, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Deed, and the Promoter shall give possession of the Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause above such Allottee shall continue to be liable to pay maintenance charges as applicable.

51. The Allottee shall use the plot or any part thereof or permit the same to be used only for purpose of residence or for the purpose as will be permitted by the competent authority time to time.
52. The Allottee along with other allottee (s) of plots shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filling, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
53. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor /Lessor /Original Owner / Promoter and / or the owners in the said land in which the said plot is situated if not transferred to individual plot Allottee.
54. The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor / Lessor /Original Owner/ Promoter and/ or the owners in the project land if not transferred to individual plot Allottee.
55. Within 15 days after notice in writing is given by the Promoter to the Allottee that the plot is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the plot) of out goings 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 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 Promoter provisional monthly contribution of Rs.5000/- for 3 years towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the land is executed in favor 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 the Limited Company, as the case may be.
56. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- i) Rs.500/- for share money, application entrance fee of the Society or Limited Company/ Federation/Apex body.
 - ii) Rs.5000/- for formation and registration of the Society or Limited Company/ Federation/ Apex body.
 - iii) Rs.5000/- for proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company/Federation/Apex body

iv) Rs.5000/- for deposits of electrical receiving and Sub Station provided in Layout.

57. The Allottee shall pay to the Promoter a sum of Rs.5000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

58. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter here by represents and warrants to the Allottee as follows:

- k. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this deed 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;
- l. 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;
- m. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- n. There are no litigations pending before any Court of law with respect to the title of the project land or Project except those disclosed in the title report;
- o. 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;
- p. The Promoter has the right to enter into this Deed and has not committed or omitted to perform any actor thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected; The Promoter has not entered into any deed for sale and / or development deed or any other deed/ arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Deed;
- q. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Deed;
- r. 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;

- s. 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.

59. The Allottee / s or himself / themselves with intention to bring all persons into who so ever hands the Plot may come, here by covenants with the Promoter as follows:-

- j. To maintain the plot at the Allottee's own costing good and tenantable repair and condition from the date that of sale deed of the plot and shall not do or suffer to be done anything in or to the plot which may be against the rules, regulations without the consent of the local authorities, if required.
- k. If in the future any construction by the Allottee on the said plot after execution of the sale deed, Not to store on the Plot or in the said building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building and the said Plot and adjacent plots thereto 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 infrastructure of the layout, and in case any damage is caused to the infrastructure of the layout on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- l. To carry out at his own cost all changes to the said Plot and shall not do or suffer to be done anything in or to the other plots in the layout in which the Plot is situated 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- m. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land or any part thereof or where by any increased premium shall become payable in respect of the insurance.
- n. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the project land.
- o. 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 layout in which the plot is situated.
- p. 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 use of the plot by the Allottee for any purpose

other than the purpose for which it is sold.

- q. The Allottee cannot let, sub-let, transfer, assign or part with interest or benefit fact or of this Deed or part with the possession of the plot if all the dues payable by the Allottee to the Promoter under this Deed are not fully paid up.
- r. The Allottee 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 there of that may be made from time to time for protection and maintenance of the said building and the Apartments there in 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 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

60. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

61. The Allottee shall have no claims except in respect of the plot here by sold to him in the layout.

62. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Deed he shall not mortgage or create a charge on the plot 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 plot. Whatsoever charge be released prior to the execution of this present sale deed.

63. ENTIRE DEED

This Deed, along with its schedules and annexures, constitutes the entire Deed between the Parties with respect to the subject matter here of and supersedes any and all understandings, any other deeds, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot, as the case may be.

64. PROVISIONS OF THIS DEED APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES :

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

65. SEVERABILITY

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

and Regulations made there under or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

66. METHOD OF CALCULATION OF PROPORTION ATE SHARE WHEREVER REFERRED TO IN THE DEED

Wherever in this Deed 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 area of the Plot to the total area of all the Plots in the Project.

67. 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 Deed or of any transaction contemplated herein or to con firm or perfect any right to be created or transferred here under or pursuant to any such transaction.

68. PLACE OF EXECUTION

The execution of this Deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, After the Deed is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Deed shall be registered at the office of the Sub-Registrar. Hence this Deed shall be deemed to have been executed at **Wardha**.

69. The Allottee and Promoter shall present this Sale Deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter itself or through its authorized signatory will attend such office and admit execution thereof.

70. That all notices to be served on the Allottee and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D and notified Email ID / Under Certificate of Posting at their respective address as specified below:

Name: Mr. _____

Address: At - Navargaon , Post - Sindi Vihir, Tal - Selu , Dist - Wardha 442203

Email Id: _____

NAME: M/S. DHARIWAL AND CHHORIYA BUILDCON PVT.LTD,

Add: CHHORIYA GROUP, 1st Floor, Kothari Plaza, Bibwewadi-Kondhwa Road, Near Gera Junction, Lulla Nagar, Pune 411040

Notified Email ID: chhoriya@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letter sposted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

71. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the 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 served on all the Allottees.

72. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Deed shall be borne by the allottee.

73. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the arbitrator Adv. Jaya S. Runwal as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

74. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Deed.

75. POWER OF ATTORNEY FOR REPRESENTATION:

M/s. Dhariwal and Chhoriya Buildcon Pvt. Ltd., through its Director Mr. Dilip Devichand Jain, has executed a Power of Attorney dated 08/10/2014 in favour of Mr. Atul Sampat Gulambe which is registered in the office of Sub-Registrar, Haveli- 1, Pune at Sr. No.7775/2014 to represent the documents for registration in the office of Sub-Registrar Wardha.

76. That all contents of this Agreement to Sale has been read over and fully understood in my mother tongue and I am agreed upon the same.

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

THE SCHEDULE ABOVE REFERRED TO:

FIRST SCHEDULE

[Detailed description of the Land referred herein above]

All that piece and parcel of land and ground collectively and totally admeasuring area about 4 hectare 91 ares i.e 49100 Sq. Mtrs., bearing S.No: 44/1, 44/2, 44/3 situated at Village Bhiwapur, Taluka - Wardha, District Wardha, within the limits of Sub-Registrar, Wardha and within the limits of Pavnar Gram Panchayat, is more particularly described herein below in second schedule and collectively bounded as under –

On or towards East : Adj. S. No.38.

On or towards West : Adj. S. No.45.

On or towards South : 18 Mtr. Wide Road, Dattapur to Pavnar.

On or towards North : Adj. S. No.43.

SECOND SCHEDULE

(Description of the said nonagricultural plot)

ALL THAT area admeasuring _____sq.mtrs. being nonagricultural Plot No. _____ out of survey No.44/1, 44/2, 44/3 admeasuring area about 4 hectar 91 ares i.e 49100 Sq. Mtrs., Situated Village Bhiwapur, Taluka - Wardha, District Wardha, within the limits of Sub-Registrar, Wardha and within the limits of Pavnar Gram Panchayat, Is bounded as follows:-

On or towards East : _____

On or towards West : _____

On or towards South : _____

On or towards North : _____

Length and width of plot:

On or towards East : _____meter

On or towards West : _____meter

On or towards South : _____meter

On or towards North : _____meter

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day, month and year hereinabove written-

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER,



M/S. Dhariwal and Chhoriya Buildcon Pvt. Ltd.,

Through its director

Mr. Dilip Devichand Jain

Through its POA Holder



Mr. Atul Sampat Gulambe

POA Dated 08/10/2014, Sr. No.7775/2014,

SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE/S;



Mr. _____

In the presence of :

1)



2)



RECEIPT

RECEIVED of and from the Allottee above named the sum of Rs. _____/- (**Rupees Twenty** _____ **Only**) as part payment of consideration including the earnest money paid by the Allottee/s to the PROMOTER .

Rec No.	Rec Date	Rec. Amt	Cash/ Chq Details
		Total	

I SAY RECEIVED

The Promoter/s.