Agreement Value Rs._____/- **Stamp Duty Rs.___/-**

AGREEMENT TO SALE

This Agreement to Sale is made at Sindhi(Meghe) this _____ day ofOctoberin the year Two Thousand and Twenty.

Between

1. **M/S.Dhariwal and Chhoriya Developers LLP**, through its Partner **Mr.ShantilalDevichand Jain**, Age 57 yrs., **Occupation**: - Business, **Having office address** – At "Chhoriya Realty", Off.No.401, 4th floor, Adinath Shopping Center, Pune-Satara Road,Opp. PanchamiHotel,Pune 411037,is in the business of the Developing the property as Promoter/ Builder/ Developer/ Contractor. Hereinafter referred to as the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include it's Successors-in-title as also its nominees and/or assigns) **Pan No. AAIFD2049J**.

…. OF THE FIRST PART;

And

Mr. _____, PAN No. : _____,

Age -_____ yrs., **Occupation**:-**_____, UID No. _____**

having address at **_____**.Hereinafter referred to as **" theAllottee"**(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators, successors and assigns etc.);

… OF THE OTHER PART.

WHEREAS by Sale Deed dated 27/12/2012which is registered at Sr.No. 10148/2012in the office of Sub RegistrarWardha executed between Shri. Mahesh KeshavdasBatra& Others and Dhariwal and Chhoriya Developers LLP through its Partner Shri.ShantilalDevichand Jain.The Promoter is seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground situate at MaujeSindhi(Meghe), Tal. Wardha, Dist. Wardha admeasuring area about 3 Hector 54 Are bearing land Survey No. 63/1, and more particularly described in the **Schedule I** hereunder written and is hereinafter referred to as **"**the said Land**"** and the name of the Promoter is recorded in the rights column of the revenue record of the said Survey No. 63/1 vide mutation entry no.16331.

AND WHEREAS the Owner has obtained Non-Agriculture Permission (N.A.) from the Sub-Division Officer, Wardhavide its order No. N.A.P.-34/Singhi(Meghe)-05/2013-14 dt. 04/10/2016 and the layout also sanctioned by Town Planning, Wardhavide order bearing No.MaujeSindhi(Meghe)/S.No.63/1/TPW/771 dated 07/05/2014. Further the Owner has applied for revise layout permission and obtained revised layout permission from the Sub-Division Officer, Wardha vide its order No.5/ N.A.P.-34/2013-2014 dt. 07/09/2019 and the revised layout also sanctioned by Town Planning, Wardhavide order bearing No.MaujeSindhi(Meghe)/S.No.63/1/TPW/739 dated 16/04/2019.

WHEREAS the Promoter has also right to develop nearby & adjacent Plot to the said land. On the basis of sanctioned Unit plans the Promoter/Owner is developing open plots with approved planhere in after referred as to said'open plot with approved plan', upon the said land bearing layout S.No. 63/1.

AND WHEREAS the Promoter is fully entitled to develop the said plot and construct Units thereon in accordance with the plans sanctioned by the competent authority. The Promoter/Owner have got approved from the concerned local authority said building plans, the specifications, elevations, sections and details of the said Units to be constructed on the said land vide **Commencement Certificate** as mentioned in the **Annexure D**.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Allottee has applied to the Promoter for allotment of said open plot with approved plan unit **No._____**in the project known as **"CHHORIYA TOWNSHIP"**situated at MaujeSindhi(Meghe), Tal. Wardha, Dist. Wardha, on which he has agreed to do construction at his own cost as per sanctioned plans in the **phase-1**of the said Project,

AND WHEREAS the said Project is registered as per the provisions of the Act with the Real Estate Regulatory Authority at **MAHARERA No._____.**

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

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the said open plot with approved plansin the said project land and to enter into Agreement/s with the allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS 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 the plans, designs and specifications prepared by the Promoter's Architect Mr.MilindKedarand of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI/VII/XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Unit is 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 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 sanctioned plans and specifications of the said proposed Unit agreed to be constructed by the Allottee strictly in accordance with the plans, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and The Allotteeshall obtain the balance approvals if requiredwith due consent of the Promoter from various authorities from time to time and construct the said unit in accordance with the plans only and not beyond the fixed sanctioned FSI as per annexed plans herewith, so as to obtain Building Completion Certificate or part occupancy certificate of the said row house.

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 strictly observed and performed by the Allottee while developing the said open plot with approved planand upon due observance and performance of which only the completion or occupancy certificate in respect of the said unit on open plot with approved planshall be granted by the concerned local authority.

AND WHEREAS the Allottee shall accordingly commence construction on the said open plot with approved plan strictly in accordance with the said sanctioned plans.

AND WHEREAS the proposed carpet area of the said proposed Unit on open plot with approved planisas per sanctioned plans annexed herewithand "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

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._____/- (RupeesFour _____Only)** being part payment of the sale consideration of the open plot with approved plan agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the said Project is registered as per the provisions of the Act with the Real Estate Regulatory Authority at **MAHARERA No._____.**

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said open plot with approved planwith 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 Allotteeherebyagrees to purchase the open plot with approved plan.

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

1. The Allottee shall construct the said Unit consisting of ground andfirst floors on the open plot with approved planin accordance with the plans, designs and specifications asapprovedby the concerned local authority from time to time and obtain plinth checking certificate from competent local authority and shall intimate both adjacent unit holders regarding commencement of the construction of unit on said open plot with approved plan in writing before starting actual construction.Provided that the Allottee shall have to obtain prior consent in writing of the competent government authorityin respect of variations or modifications which may adversely affect the Unitof the Allotteeexcept any alteration or addition required by any Government authorities or due to change in law and also extension to the construction permission if lapsed due to delay in construction.When there will be no change in the plot area of the Allottee, the Promoter need not to take consent from the Allottee at the time of any further revision of the remaining area of the layout property.

2. The Allotteehere by agrees to purchase from the Promoter and the Promoter here by agrees to sell to the Allotteeopen plot with approved planunit No. **_____** of the type open plot with approved plan admeasuring land area **_____Sq.Mtr.**& land share**_____**% (here in after referred to as " open plot with approved plan") as shownin the Floor plan thereof here to annexed and marked AnnexureC-1 and C-2 for the consideration of **Rs. _____/- (Rupees _____ Only)**including the 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.

   The total aggregate consideration amount for the open plot with approved planis thus **Rs._____/- (Rupees _____only).**

   The Allottee has paid before execution of this agreement a sum of **Rs._____/- (Rupees_____Only)** (here by agrees to pay to that Promoter balance amount of **Rs._____/- (Rupees _____Only)**In the following manner:-

   A. On **_____** and amount of **Rs._____/ - (Rupees_____ Only)**

3. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cessor any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter on behalf of the Allottee) up to the date of handing over the possession of the open plot with approved plan. 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 Allotteefor 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 alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any up gradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee’s request or

approval but which have not been agreed upon herein or as shown in the website of the registered authority.

5. 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.

6. The Allotteehere by agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, ISI norms regarding construction and material being used, etc.if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, provide dowels for construction of the adjacent row house to both sides of the unit as per technical specifications given in the sanctioned plan and terms and conditions imposed by the local authority and shall maintain harmony with adjacent unit holders during construction of the said units, and shall obtain from the concerned local authority occupancy and / or completion certificates in respect of the Unit on said open plot with approved plan upon completion of the construction of the said unit.

7. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the common areas to the association of the allottees.

8. Similarly, the Allotteeshall make timely payments of the instalment and other dues payable by him / her and meeting the other obligations under the Agreement as per “Payment Plan”.

9. The Promoter here by declares that the Floor Space Index available as on date in respect of the wholeproject land is19844.49square meters only and Promoter has planned to utilize FloorSpace Index of 0.57by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.20 as proposed to be utilized by him on the project land in the said Project and the Allotteehas agreed to purchase the said open plot with approved plan based on the proposed sanctioned construction to be carried out by the Alloteeby utilizing the sanctioned FSI only of that unit onlyand on the understanding that the declared remaining proposed FSI shall belong to Promoter only.

10. If the Promoter fails to abide by the time schedule for handing over the open plot with approved planto the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum, with monthly rests 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 Promoter, interest as per State Bank of India highest marginal cost of lending rate plus 2% per annum, 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. The amount of interest may be informed to the Allottee/s from time to time and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said open plot with approved plan.

11. Without prejudice to the right of promoter to charge interest in terms of sub clauseabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allotteeto 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: Providedthat, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allotteeand mail at the 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 Allotteefails 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 administrative, legal and handling expenses at 40% amount of the total consideration value of the said open plot with approved planand/or any other expenses incurred by the promoter for such open plot with approved planas requested by the Allottee or any other amount which may be payable to Promoter) after reselling the said unit to third Allottesubject to release of the fund from the said project, the instalments of sale consideration of the open plot with approved planwhich may till then have been paid by the Allottee to the Promoter and the promoter herein shall be entitled to deal with the said open plot with approved plan with any prospective buyer. Delay in issuance of any reminder/s or notices form the promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

12. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this Agreement/ transaction in respect of the said open plot with approved planthen, the Allottee/s herein shall issue a prior written notice to the promoter as to the intention of the purchaser/s and on such receipt of notice the promoter herein shall be entitled to deal with the said Unitwith prospective buyers. After receipt of such notice of intention to terminate this Agreement the promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this Agreement.

13. The Promoter shall give possession of the open plot with approved planto the Allotteeon or before _____ subject to payment of all payable amounts. If the Promoter fails or neglects to give possession of the open plot with approved planto the Allotteeon 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 open plot with approved planwith interest at the same rate as may mentioned in the clauseherein 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 ofopen plot with approved planon the aforesaid date, if the possession of the said open plot with approved planis delayed on account of-

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

14. **Schedule for possession of the common Amenities:-**The Promoter herein is developing the said land which consists of various phases having common amenities like, landscape garden, etc. The construction/ development of the said common amenities will be completed in due course after completion of construction of all the project phases on the said land. The Allottee herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Unit on the ground of non completion of aforesaid common amenities.The date of completion of amenities/infrastructure of said phase is 31st December 2029.

15. **Procedure for taking possession**-The Promoter, upon receiving full payment of consideration and payment of other charges from the Allotteeas per the agreement shall offer in writing the possession of the open plot with approved plan, to the Allotteein 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 open plot with approved planto the Allottee. The Promoter agrees and undertakes to indemnify the Allotteein case of failure of fulfilmentof 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. The Promoter on its behalf shall offer the possession to the Allotteein writing within 7 days of receiving full payment of consideration and payment of other charges.

16. It shall be expressly agreed that whenever it is the responsibility of the Allottee to apply and get necessary services like electricity, water, etc., the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

17. The Allottee shall take possession of the open plot with approved planwithin15 days of the written notice from the promoterto the Allotteefor possession:

18. **Failure of Allottee to take Possession of Unit**: Upon receiving a written intimation from the Promoter as per clause hereinabove, the Allottee shall take possession of the open plot with approved plan 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 open plot with approved planto the allottee. In case the Allottee fails or commits delay in taking possession within the time provided in clause hereinabove such Allottee shall continue to be liable to pay maintenance charges as applicable, Property tax, and any other expenses and outgoing in respect of the said open plot with approved planand the promoter shall not be liable for the maintenance, wear and tear of the said open plot with approved plan.

19. That it shall be the responsibility of the allottee to maintain his open plot with approved planin a proper manner and take all due care needed.

20. The Allottee shall use the open plot with approved planor any part there of or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle if allotted.

21. The Allottee/s has/have informed the Promoters that the Allottee/s reserve/s his/her their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Allottee/s on these presents in terms of Article 5 (g-a)(ii) of Schedule I of the Bombay Stamp Act, 1958 in the event the Purchaser/s assigns the benefit of this Agreement and his/her/their interest in the said Unit to a subsequent Purchaser/s provided if he transferred or assigned the unit within one year from the date of the present agreement."

22. The Allottee along with other allottee (s) s of Project shall join in forming and registering the Society/AOA/BOI 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 AOA or BOI or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society/AOA/BOI 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/AOA/BOI, 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.

23. The Promoter shall, within three months of registration of the Society or Association /AOA/ BOI or Limited Company/AOA/BOI 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 open plot with approved plan is situated.

24. The Promoter shall, within three months of registration of the Federation / apex body/AOA/BOI of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body/AOA/BOI all the right, title and the interest of the Vendor / Lessor /Original Owner/ Promoter and/ or the owners in the project land in which the said open plot with approved plan is situated.

25. After two year of possession of open plot with approved plan orcompletion of unit which is earlier, the Allottee shall be liable to bear and pay the proportionate share (i.e.in proportion to the proposed carpet area of the proposed unit on open plot with approved plan) 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 Allotteeshall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee'sshare is

so determined the Allotteeshall pay to the Promoter provisional monthly contribution of **Rs.____/-**+GST (GST as applicable) for 12 month towards the outgoings. The amounts so paid by the Allotteeto 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 favourof the society /AOA/BOI 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/AOA/BOI or the Limited Company, as the case maybe. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement.

26. The Allottee/s hereby agrees to purchase the open plot with approved planon the specific understanding that his/her right is to only to the use and unless specifically allotted/given (limited) common areas/facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee (or the maintenance agency appointed by it and performance by the allotee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head is clearly stated and which the allottee has expressly agreed to pay for (fully/Proportionately) and marked and attached as Annexure G.

27. The Allottee shall pay on or before delivery of possession of the said premises to the Promoter, the following amounts :-

a. Rs.___/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body/AOA/BOI.
b. Rs.___/- + GST(GST as applicable)for formation and registration of the Society or Limited Company/ Federation/Apex body/AOA/BOI.
c. Rs.____/- for 12 months deposit towards provisional monthly contribution regarding outgoing of Society or Limited Company/ Federation/ Apex body/AOA/BOI.
d. Rs.____/- + GSTFor towards Water, Electric, and other utility and Servicesconnection charges.
e. Rs._____/- + GST for electrical receiving in Layout.
f. Rs._____/- will be paid to the Owner toward Corpus Fund as one time maintenance is payable at the time of registration of Agreement to Sale of the said unit in the name of "Dhariwal and Chhoriya Developers LLP" or as such, said accumulated corpus found amount will be handover by Owner to the Society after completion of entire project.

28. The Allottee shall pay to the Promoter a sum of Rs._____/- + GST(GST as applicable)for meeting all legal costs, chargesand expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement to Sale.

29. The Allottee shall pay to the Promoter a sum of Rs.____/-+ GST (GST as applicable) for meeting all legal costs, chargesand expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said

Society,or/AOA/BOI orLimited 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 Of the said Building / wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation/AOA/BOIon such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation/AOA/BOI.

30. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter here by represents and warrants to the Allotteeas 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 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 actor 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 Unit which will, in any manner, affect the rights of Allotteeunder this Agreement;

h. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structureto the Association of the Allottees;

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.

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

a. To maintain the Unit on open plot with approved planat the Allottee'sown costing good and tenantable repair and condition from the date that of possession of the open plot with approved planis taken and shall not do or suffer to be done anything which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the sanctioned building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Unit on open plot with approved planany goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the buildingsin the project land 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 buildingsin project land, and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allotteein this behalf, the Allottee shall be liable for the consequences of the breach.

c. 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 Unit is situated or any part thereof or where by any increased premium shall be come payable in respect of the insurance.

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

e. 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 Unit by the Allottee for any purposeotherthan for purpose for which it is sold.

f. The Allotteeshall not let, sub-let, transfer, as sign or part with interest or benefit factor of this Agreement or part with the possession of the open plot with approved planuntil all the dues payable by the Allotteeto the Promoter under this Agreement are fully paid up.

g. The Allotteeshall observe and perform all the rules and regulations which the Society /AOA/BOI 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 Units 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 laydown by the Society / Limited Company/AOA/BOI / Apex Body / Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and

punctually towards the taxes, expenses or other out-going sin accordance with the terms of this Agreement.

h. Till a conveyance of the project land on which the building in which Unit is situated is executed in favourof Apex Body or FederationAOA/BOI, the Allottee shall permit the Promoter and their surveyor and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project and or any part thereof to view and examine the state and condition thereof.

32. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allotteeas advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society/AOA/BOI 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.

33. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said open plot with approved plan. The Allottee shall have no claims have and except in respect of the Unit on open plot with approved planhere by agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of thePromoter until the said structure of the building is transferred to the Society //AOA/BOI Limited Company or other body and until the project land is transferred to the Apex Body / Federation/AOA/BOIas here in before mentioned.

34. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the open plot with approved planand if any such mortgage or charge is made or created then not withstanding 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 Allotteewho has taken or agreed to take such open plot with approved plan.

35. BINDING EFFECT

Forwarding this Agreement to the Allotteeby the Promoter does not create a binding obligation on the part of the Promoter or the Allotteeuntil, firstly, the Allotteesigns 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 Allotteeand 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 Allotteeand / 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 Allotteeinconnection therewith including the booking amount shall be returned to the Allotteewithoutany interest or compensation whatsoever by deducting handling charges.

36. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Apartment/Unit/plot /building, as the case may be.

37. RIGHTTO AMEND

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

38. 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 Allotteesof the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

39. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

40. 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.

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

Wherever in this Agreement it is stipulated that the Allotteehas to make any payment, in common with other Allottee (s) in Project, the same shall be in proportion to the carpet area of the unit on open plot with approved planto the total carpet area of all the [Apartment/Units/Plots] in the Project.

42. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such otheractions, inadditions 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.

43. 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 Allotteeand thePromoter 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 atWardha.

44. The Allotteeand / 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 or it's authorize will attend such office and admit execution thereof.

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

Allottee: Mr._____

having address at _____

Notified Email ID:_____

M/S. Dhariwal and Chhoriya Developers LLP,

"Chhoriya Realty", Off.No.401, 4th floor, Adinath Shopping Center, Pune-SataraRoad,Opp. PanchamiHotel,Pune 411037.

Communication by Promoter through Email ID:notification@chhoriyarealty.com,
(Reply to Promoter at: customercare@chhoriyarealty.com)

It shall be the duty of the Allotteeand 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 lettersposted at the above address shall be deemed to have been received by the promoter or theAllottee, as the case may be.

46. JOINT ALLOTTEES

That in case there are Joint Allottee/sall communications shall be sent by the Promoter to the Allotteewhose 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.

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

32. 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.JayaS.Runwal asper provisions of Arbitration and Conciliation Act, 1996,Rules and Regulations, thereunder.

48. 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

49. POWER OF ATTORNEY FOR PRESENTATION:

The Promoter has executed a Power of Attorney in favour of Mr. ……which is registered at Sr. No. ___on_____ in the office of sub-registrar Haveli-_, Pune, Dist : Pune to represent the documents for registration on behalf of the promoter in the sub-registration office, Wardha.

50. 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.

SCHEDULE-A

THE SCHEDULE ABOVE REFERRED TO:

SCHEDULE-A-I

[Detailed description of the Land]

ALL that piece and parcel of land and ground collectively and totally admeasuring about 1H 42R bearing Survey No: 63/1 situated at MaujeSindhi(Meghe), Tal. Wardha, Dist. Wardha, within the limits of Sub- Registrar, Wardhaand within the limits of GrampanchaytSindhi(Meghe), out of which some part is affected D.P. road while some part lies in residential zone, and collectively bounded as under.

Is bounded as follows :-

On or towards East : S.No.64

On or towards West : S.No.63/2

On or towards South : S.No. 62 & 54

On or towards North : Road

SCHEDULE – A-II

(Details of said Accommodation/Unit)

The open plot with approved plan unit **No.------- admeasuring land area _____sq.Mtr**Out of Plot No. 1 & 2 Situated at Survey No: 63/1, Mauje Sindhi(Meghe), Tal. Wardha, Dist. Wardhain the project known as **"CHHORIYA TOWNSHIP"**& is bounded as follows:

On or towards East : _____

On or towards West : _____

On or towards South : _____

On or towards North : _____

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

SIGNED AND DELIVERED BY THEWITHINNAMED PROMOTER:

M/S.Dhariwal and ChhoriyaDevelopers LLP,
Through it's Partner
Mr.AnmolKanhaiyalalChhoriya
Through it's POA Holder

Mr._____

SIGNED AND DELIVERED BY THEWITHIN NAMED ALLOTTEE:

(1) **Mr. _____**

WITNESSES:

1) Mr. _____

2) Mr._____

SCHEDULE B

STAMP DUTY & TAX CALCULATION:

1.	**Location :-**	**SINDHI(MEGHE)**
2.	**Type of Unit :-**	**OPEN PLOT WITH APPROVED PLAN**
3.	**Unit No.**	**------**
4.	**Area**	**------ Sq.mtr.**
5.	**Ready Reckoner Rate for Land**	**Rs.___/- persq.mtr.**
6.	**Total Market Value of the open plot with approved plan**	**Rs. ------/-**
7.	**Consideration as per Agreement**	**Rs. ------/-**
8.	**Stamp Duty (As Applicable)**	**Rs. ------/-**
9.	**Registration fee 1% of Consideration (OR 30,000 whichever is less)**	**Rs. ------/-**

RECEIPT

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

Rec No.	Rec Date	Rec. Amt	Chq Details
		Total	

I SAY RECEIVED

The Promoter/s.

SCHEDULE‘B’

FLOOR PLAN OF THE Unit