

Date:

ALLOTTMENT LETTER

To,

Mr.

Mrs.

Address.....

.....

E-mail address:.....

Dear Sir / Madam,

You have shown your interest in purchasing a unit (details of Apartment are more particularly described herein below) in our proposed project "Chhoriya Residency" on Sr. No. 146/1, in the project known as situated at Village : At Nandurbar, Taluka Nandurbar, District Nandurbar We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS		
UNIT NUMBER AND TYPE	Shop No. _____	
FLOOR		
CARPET AREA	-----sq.mt. carpet	
USABLE FLOOR AREA OF ENCLOSED BALCONY	_____ sq.mt.	
USABLE FLOOR AREA OF ATTACHED BALCONY	_____ sq.mt.	
USABLE FLOOR AREA OF TERRACE	_____ sq.mt.	
TOTAL USABLE FLOOR AREA OF APARTMENT	_____ sq.mt.	
COVERED PARKING SPACE for 4 wheeler	No.-----,	
TOTAL PRICE AND PAYMENT PLAN (Applicable as per type of unit)		
Price of Apartment		
Price of covered car parking		
Agreement Cost		
On or before execution of agreement	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On completion of the Plinth of the building	15.00%	
On Completion of ground floor Slab above the Plinth	25.00%	
On completion of the completion of the walls, internal plaster, floorings, doors and windows of the said Apartment/Unit	05.00%	
On completion of the Sanitary fittings up to the floor level of the said Apartment/Unit	05.00%	
on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Apartment/Unit.	05.00%	

on completion of the compound wall of the said unit, electrical fittings, paving of areas inside the compound wall and all other requirements as may be prescribed in the Agreement of sale of the said Apartment/Unit.	10.00%	
at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	
OTHER CHARGES PAYABLE BY THE ALLOTTEE ON OR BEFORE THE EXECUTION OF AGREEMENT		
Stamp Duty- 5%		
Registration Charges- 1%		
GST - @ 12 %		
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 APARTMENT		
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 Apartment.

6) The Purchaser has received the floor plan & specification, of the said flat 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 CHHORIYA AND KELA DEVELOPERS. (PROMOTER)

Mr.....

Senior Executive/Assistant Manager-Sales sign: _____

AGREEMENT TO SALE

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

Between

- 1. Mr. Kishor Kisanlal Kela**, Age 50 yrs., **Occupation:** - Business, **Pan No. ACDPK1742Q**
Having address – At Post- Jalgaon Jamod, Tal- Jalgaon, Dist- Buldhana, Hereinafter referred to as the **“OWNER/CO-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).
- 2. M/S. CHHORIYA AND KELA DEVELOPERS**, through its Partner **Mr. Anmol Kanhaiyalal Chhoriya**, Age 33 yrs., **Occupation:** - Business, **Having office address** – At Chhoriya Group, 1st floor, Kothari plaza, Bibwewadi-Kondhwa Road, Near Gera Junction, Lulla Nagar,Pune-411040., 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. AAIFC1972D.**

.... OF THE FIRST PART;

And

Shri. _____, PAN No. : _____,

Age : _____ Years, Occupation : _____, having address at

Hereinafter referred to as " theAllottee"

... OF THE OTHER PART.

WHEREAS by Sale Deed dated 25/01/2011 which is registered at Sr.No. 741/2011 in the office of Sub Registrar Nandurbar executed between Shri. Ramesh BhikaTamboli and Sumanbai Gopal Tambolii of the One Part (hereinafter referred to as " the Vendor") and the Owner of the Other Part, the Vendor sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. 146/1 admeasuring **H1.42R** i.e. 14200.00 sq.mtr. situated at Nandurbar, Tal. : Nandurbar, Dist. :Nandurbaror thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land"). and the name of Shri. Dr.Kishor Kisanlal Kela is recorded in the rights column of the revenue record of the said Survey No. 146/1vide mutation entry no. 32850.

The owner entered into partnership under name & title M/s. Chhoriya & Kela Developers for development of the said piece of land and subsequently enter into an agreement to sale to the develop plots, for this purpose enter into negotiations, determine price & accept the consideration. By virtue of this Partnership Deed M/s. Chhoriya & Kela Developers

developed the said piece of land & subsequently decided to sale the said unit to the party of the third part.

AND WHEREAS the Owner has also obtained final Non-Agriculture Permission (N.A.) from the Additional Collector, Nandurbar vide its order No. 2012/B/DESK-II/N.A.S.R./03/11 dated 29/05/2012.

WHEREAS the Promoter has also right to develop nearby & adjacent Plot to the said land. On the basis of sanctioned Apartment/Unit plans the Promoter is constructing a shop in TOWER1 Wing -C, here in after referred as to '**Said Apartment/Unit**', upon the said land Survey No. 146/1.

AND WHEREAS the Promoter is fully entitled to develop the said plot and construct Apartment/Units thereon in accordance with the plans sanctioned by the competent authority. The OWNER have got approved from the concerned local authority the said building plans, the specifications, elevations, sections and details of the said Apartment/Units to be constructed on the said land vide **Commencement Certificate** as mentioned in the **Annexure D**, The OWNER/ PROMOTER have also submitted **revised layout building plans**, the specifications, elevations, sections and details of the said units to be constructed on the said land for approval at the Nandurbar Nagar Parishad **on 22.09.2014 inward no.006988**.

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 Promoter has proposed to develop 6 (Six) phases in the project "Chhoriya Residency, Nandurbar" and comprising of 12 Buildings of Total 132 residential (9 Row Houses & 3 individual bungalow units) units and 22 commercial units,

AND WHEREAS the Allottee is offered the Apartment/Unit Shop **No.-----** in Tower-1, Wing C in the project known as "Chhoriya Residency, Nandurbar" situated at Village : Nandurbar, Tal. : Nandurbar, Dist. :Nandurbar, being constructed in the second phase of the said Project,

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

AND WHEREAS the said Project is under registration process as per the provisions of the Act with the Real Estate Regulatory Authority.

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 shop in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartment/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. Milind Saraf and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the 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 on which the Apartment/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 plans and specifications of the said Apartment/Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the 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 shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or

occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said Apartment/Unit/building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of said Apartment/Unit Shop No.----- in Tower1 Wing C in the project known as "Chhoriya Residency, Nandurbar" situated at Village : Nandurbar, Tal. : Nandurbar, Dist. :Nandurbar,being constructed in the second phase of the said Project,

AND WHEREAS the carpet area of the said Apartment/Unit_____square meters and "carpet area" means the net usable floor area of an Apartment/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment/Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment/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..... (Rupees) only, being part payment of the sale consideration of the Apartment/Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both 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 under registration 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 Apartment/Unit 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 Apartment/Unit.

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

1. The Promoter shall construct the said Apartment/Unit/building /s consisting of ground floor 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 may adversely affect the Apartment/Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee here by agrees to purchase from the Promoter and the Promoter here by agrees to sell to the Allottee Apartment/Unit No. ----- of the type Shop of carpet area admeasuring.....sq. metres (here in after referred to as "the Apartment/Unit") as shown in the Floor plan thereof here to annexed and marked Annexures C-1 and C-2 for the consideration of Rs.....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 Apartment/Unitis thus Rs. /-

The Allottee has paid on or before execution of this agreement a sum of Rs. /- (Rupees only) (10% as advance payment or application fee and here by agrees to pay to that Promoter the balance amount of Rs..... (Rupees) inthe following manner :-

- I. Amount of Rs / - (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter within 10 days after the execution of Agreement
 - II. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said Apartment/Unitis.
 - III. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slab of the said Apartment/Unit.
 - IV. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors, electrical fittings of the said Apartment/Unit.
 - V. Amount of Rs...../-(.....)(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the external plaster, elevation, , of the said Apartment/Unit.
 - VI. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment/Unit to the Allotteeon or after receipt of occupancy certificate or completion certificate, whichever is earlier.
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 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 Apartment/Unit.

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 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 upgradation/ 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 Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be re calculated upon confirmation by the Promoter. If there is any reduction in the carpet 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 carpet 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 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 Apartment/Unit to the Allottee, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Apartment/Unit.

8. 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 Apartment/Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case maybe.
9. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him / her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause1 herein above. ("Payment Plan").
10. The Promoter here by declares that the Floor Space Index available as on date in respect of the project land is 14058.00 square meters only and Promoter has planned to utilize Floor Space Index of 1.10 by 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 1.10 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment/Unit based on the proposed construction and sale of Apartment/Units to be carried out by the Promoter by utilizing the proposed FSI and onthe understanding that the declared proposed FSI shall belong to Promoter only.
11. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Unit to 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 a, 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 or on completion of the said project/Apartment/Unit, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment/Unit.
12. 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 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 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 administrative, legal and handling expenses at 40% amount of the total consideration value of the said Apartment/Unit and/or any other expenses incurred by the promoter for such Apartment/Unit as requested by the Allottee or any other amount which may be payable to Promoter) within a period of Thirty day so the termination, the instalments of sale consideration of the Apartment/Unit which may till then have been paid by the Allottee to the Promoter and the promoter herein shall be entitled to deal with the said Apartment/Unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

13. 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 Apartment/Unit then, 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 Apartment/Unit with 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.
14. The fixtures and fittings with regard to the flooring and sanitary fittings with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment/Unit as are set out in Annexure 'E', annexed hereto and I am satisfied with the said specifications, brands and price range, etc., as set out by the Promoter in Annexure 'E' and also quality and quantity of the same. Considering to maintain the stability of the Apartment/Unit/buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Apartment/Unit. Changes such as civil, electrical, plumbing etc., shall not be allowed during construction and till delivery of possession.

15. The Promoter shall give possession of the Apartment/Unit to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Apartment/Unit 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 Apartment/Unit 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 Apartment/Unit on the aforesaid date, if the completion of building in which the Apartment/Unit is to be situated is delayed on account of-

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

16. **Schedule for possession of the common Amenities:-** The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden, etc., the construction/ development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter assures to handover possession of the said common amenities on 31/12/2019. The Allottee herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment/Unit on the ground of non completion of afore said common amenities. The date of completion of infrastructure of the said phase is 31/12/2017. The date of completion of amenities like Club House, Landscape Garden, Play Ground, etc. in the project is 31/12/2019.

The Allottee further agrees that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Apartment/Unit shall be given. The substantial completion would mean the works done that do not affect his use or occupation of his Apartment/Unit and he can cohabit in the said Apartment/Unit. However if the developer is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted between the parties that the remaining works shall be deemed to have been done as and against the developer.

17. **Procedure for taking possession-**The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment/Unit, 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 Apartment/Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
18. It shall be expressly agreed that whenever it is the responsibility of the Allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.
19. The Allottee shall take possession of the Apartment/Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment/Unit are ready for use and occupancy:
20. **Failure of Allottee to take Possession of Apartment/Unit:** Upon receiving a written intimation from the Promoter as per clause, the Allottee shall take possession of the Apartment/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Unit to the allottee. In case the Allottee fails or commits delay in taking possession within the time provided in clause such Allottee shall continue to be liable to pay maintenance charges as applicable, Property tax, electricity charges, and any other expenses and outgoing in respect of the said Apartment/Unit and the promoter shall not be liable for the maintenance, wear and tear of the said Apartment/Unit.
21. If within a period of five years from the date of handing over the Apartment/Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Unit or the building in which the Apartment/Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in said Apartment/Unit of phase/wing and in specific the structure of the said Apartment/Unit/wing/ phase of the said building which shall include but not limited to columns, beams, etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or any alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment/Unit by the occupants, vagaries of nature etc.

22. That it shall be the responsibility of the allottee to maintain his Apartment/Unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
23. That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Apartment/Unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
24. Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over the possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Apartment/Unit/building/phase/wing as stated in the said Agreement. That further it has been agreed by the allottee that any damage or change done within the Apartment/Unit sold or in the building/phase/wing done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.
25. The Allottee shall use the Apartment/Unit or 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.
26. The Allottee along with other allottee (s) s of Project 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.
27. 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 Apartment/Unit is situated.

28. 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.
29. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Unit) 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...../- 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 may be. 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.
30. The Allottee/s hereby agrees to purchase the Apartment/Unit on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vides (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 allottee 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 are clearly stated and which the allottee has expressly agreed to pay for (fully/Proportionately) and marked and attached as Annexure G.
31. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- a. **Rs.500/-** for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- b. **Rs.25,000/-** for formation and registration of the Society or Limited Company/ Federation/Apex body.
- c. **Rs.5,000/-** for proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company/Federation/Apex body
- d. **Rs.15,000/-** for deposit towards provisional monthly contribution Towards outgoing so f Society or Limited Company/ Federation/ Apex body.
- e. **Rs.20,000/-** For Deposit towards Water, Electric, and other utility and Services connection charges &
- f. **Rs.15,000/-** for deposits of electrical receiving and Sub Station provided in Layout.
- g. **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 Chhoriya Residency Maintenance Society or as such, said accumulated corpus found amount will be handover by Owner to the Society after completion of entire project

32. The Allottee shall pay to the Promoter a sum of Rs.15,000/-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement to Sale.

The Allottee shall pay to the Promoter a sum of Rs.25,000/-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.

33. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure

34. 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 on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

35. 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 regarding the title of 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 the 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 Apartment/Unit 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 Apartment/Unit to the Allottee in the manner contemplated in this Agreement;
- i. 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 Structure to the Association of the Allottees;
- j. 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;

- k. 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.
- l. The Allottee/s or himself / themselves with intention to bring all persons into who so ever hands the Apartment/Unit may come, here by covenants with the Promoter as follows:-
- m. To maintain the Apartment/Unit at the Allottee's own costing good and tenantable repair and condition from the date that of possession of the Apartment/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Unit is situated and the Apartment/Unit itself or any part thereof without the consent of the local authorities, if required.
- n. Not to store in the Apartment/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Unit is situated, including entrances of the building in which the Apartment/Unit is situated and in case any damage is caused to the building in which the Apartment/Unit is situated or the Apartment/Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- o. To carry out at his own cost all internal repairs to the said Apartment/Unit and maintain the Apartment/Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment/Unit is situated or the Apartment/Unit 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 there of to the concerned local authority and/or other public authority.

- p. Not to demolish or cause to be demolished the Apartment/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment/Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Unit and the appurtenances there to in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardisor other structural members in the Apartment/Unit without the prior written permission of the Promoter and / or the Society or the Limited Company.
- q. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Unit is situated or any part thereof or where by any increased premium shall be come payable in respect of the insurance.
- r. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Unit in the compound or any portion of the project land and the building in which the Apartment/Unit is situated.
- s. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Unit is situated.
- t. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the Apartment/Unit by the Allottee for any purpose so the other than for purpose for which it is sold.
- u. The Allottee shall not let, sub-let, transfer, as sign or part with interest or benefit fact or of this Agreement or part with the possession of the Apartment/Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- v. 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 Apartment/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 laid down by the Society / Limited

Company / Apex Body / Federation regarding the occupancy and use of the Apartment/Unit 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.

- w. Till a conveyance of the structure of the building in which Apartment/Unit is situated is executed in favor of Society /Limited Society, the Allottee shall permit the Promoter and their survey or sand agents, with or without work men and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- x. Till a conveyance of the project land on which the building in which Apartment/Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their survey or sand 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.
- y. 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.
- z. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Units or of the said Plot and Building or any part thereof. The Allottee shall have no claims have and except in respect of the Apartment/Unit here by agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society /Limited Company or other body and until the project land is transferred to the Apex Body / Federation as here in before mentioned.

36. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Unit. Whatsoever charge be release prior to the execution of this present sale deed.

37. 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.

38. 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 Apartment/Unit/plot /building, as the case may be.

39. RIGHT TO AMEND

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

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

41. 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.

42. 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.

43. METHOD OF CALCULATION OF PROPORTION ATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

44. 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.

45. 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 Nandurbar.

46. 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.
47. 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

(Allottee's
Address) Notified Email ID: _____

Promoter name: M/s.Chhoriya and Kela Developers
**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 Agreement in the above address by Registered Post failing which all communications and letter posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

48. 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 be considered as properly served on all the Allottees.

49. Stamp Duty and Registration:-The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
50. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

51. 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.

52. 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.

53. POWER OF ATTORNEY FOR PRESENTATION:

A. The Owner has executed a Power of Attorney in favour of Mr. which is registered at Sr.No. 2085 on 19.09.2014 in the office of sub-registrar Jalgaon Jamod, Tal-Dist : Buldhana.

B. The Promoter has executed a Power of Attorney in favour of Mr. which is registered at Sr. No. 5664 on 28.07.2015 in the office of sub-registrar Haveli-1, Pune, Dist : Pune to represent the documents for registration on behalf of the owner and the consenting party/Developer in the sub-registration office, Pune.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph

Allottee: (including joint buyers)

(1)

(2) _____

At _____ on _____

In the presence of WITNESSES:

Name_____Signature

Name_____Signature__

SIGNED AND DELIVERED BY THEWITHINNAMED Owner/Co-Promoter:

Mr.Kishor Kisanlal Kela

(Authorized Signatory)WITNESSES:

Name_____
Signature_____Name_____
Signature

SIGNED AND DELIVERED BY THEWITHINNAMED Promoter:

M/S.Chhoriya and Kela Developers,

their Present Partner **Mr. Anmol Kanhaiyalal Chhoriya**

(Authorized Signatory)WITNESSES:

Name_____
Signature_____Name_____
Signature

SCHEDULE-A

SCHEDULE - I

ALL that piece and parcel of land and ground collectively and totally admeasuring about 1H 42R bearing Survey No: 146/1 situated at Village, Taluka & District Nandurbar, within the limits of Sub- Registrar, Nandurbar and within the limits of Nandurbar Municipal Corporation/Council/ Competent Authority, the land area lies in the residential zone is more particularly described herein below in second schedule and collectively bounded as under.

Is bounded with clear understanding that the land share provided to the purchaser is as detailed and mentioned in **Schedule II** and purchaser shall have no right to construct any further beyond the built up area sold to him.

Is bounded as follows :-

On or towards East : 18 Mtr. wide road

On or towards West : S.No.145

On or towards South : S.No.146/2

On or towards North : S.No. 147

SCHEDULE - II

(Details of said Accommodation)

The Unit of **Shop No. ____** having Carpet area of **____ Sq.Mtr. i.e. ____ sq.ft. on** Ground floor, **in Tower -01, Wing No.C, in the scheme named “Chhoriya Residency” Constructed on part of Survey No. 146/1 & land share _____% is bonded as follows:**

On or towards East :

On or towards West :

On or towards South :

On or towards North :

SCHEDULE 'B'

FLOOR PLAN OF THE Apartment/Unit

SCHEDULE-C

STAMP DUTY & TAX CALCULATION :

1)	Location :-	NANDURBAR
2)	Type of Unit :-	SHOP
3)	Unit No.	
4)	Total Floors of unit	
5)	Carpet Area of the unit	
6)	Undivided Land share	
8)	Ready Reckoner Rate for Land share	
9)	Ready Reckoner Rate for built up	
10)	S.TAX	
11)	VAT 1 %	
12)	Total Market Value of the Unit	
13)	Consideration as per Agreement	
14)	Stamp Duty 5%	
15)	Registration fee 1% of Consideration (OR 30,000 whichever is less)	

No.RE.:

ANNEXURE –A

Name of the Attorney at Law/ Advocate,
Address:

Date:

The Schedule Above Referred to (Description of property)
Place:

Title Report
Details of the Title Report

Dated day of..... 20.....

(Signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE–F

Registration of project Chhoriya Residency –Phase-2 is under process as per the provisions of the Act with the Real Estate Regulatory Authority.

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-C-2

(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)

ANNEXURE-D

(Authenticated copies of the plans and specifications of the Apartment/Unit agreed to be purchased by the Allottees approved by the concerned local authority)

ANNEXURE–E

(Specification and amenities for the Apartment/Unit),

ANNEXURE–F

Registration of project Chhoriya Residency –Phase-2 is under process as per the provisions of the Act with the Real Estate Regulatory Authority.

ANNEXURE-G.

list of things that would be covered under the maintenance of the project

ANNEXURE -H

The Promoter executed a Power of Attorney in favour of Mr. which is registered at Sr. No. 2085 on 19.09.2014 in the office of sub-registrar JalgaonJamod, Tal-Dist : Buldhana.

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 and remaining amount to be paid by post dated cheque as specifically mentioned below,.

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

I SAY RECEIVED

The Promoter/s.