

Agreement To Sale

THIS AGREEMENT TO SALE made at Parola this day of Januvary in the Christian Year Two Thousand Twenty Two.

Agreement Value Rs. ----- /-
Govt. Market Value Rs.----- /-
Stamp Duty Rs.-----/-

BETWEEN

M/S. Anmol Chhoriya and Associates ., PAN: AAOFA9433D, a firm duly registered under the Partnership Act 1932 carrying on business as Builders and OWNER, h aving an office at "Chhoriya Realty", Office No.401, 4th floor, Adinatha Shopping Center, Pune-Satara Road, Opp. Panchami Hotel, Pune 411037, by the hand of one of their partner **Mr. Anmol Kanhaiyalal Chhoriya, Age – 38 Yrs., Occupation: - Business & Agriculture, address – resident of Pune.**

Hereinafter called "**THE PROMOTER**" for the sake of brevity.

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

AND

Mr..... PAN: _____

Age: _____ Yrs, Occupation _____ yrs, Aadhar Card No. : _____

address at.....

Hereinafter referred to as "the Allottee " for the sake of brevity.

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

Description of Property:- All the peace and parcel of the **Plot No.-----**admeasuring area about -----**sq.mtr.** in "Chhoriya Fortune City" carved out of Gat No. 60,61,62,63, 97/1, 97/2 Total admeasuring area 9 Hector 05 Are Situated at Mauje Parola, Taluka Parola, District Jalgaon abounded as mentioned below:

On or towards East :

On or towards West :

On or towards South :

On or towards North :

More particularly description of the property described in schedule I & II of the present sale deed. The present property/plot herein after will be called as "said Plot" for sake of brevity.

WHEREAS by a Sale Deed dated 04/01/2022 which is registered at Sr.No. 34/2022 in the office of Sub Registrar Parola executed between Shri Samb Hari Hareshwar Shri Pataleswar Shri Zhatpat Bhavani and Swami Mandir and others and the said Promoter, the Vendor i.e. Shri Samb Hari Hareshwar Shri Pataleswar Shri Zhatpat Bhavani and Swami Mandir and others sold absolutely to the Promoter an immovable property being piece or parcel of free hold land bearing Gat No. 60 admeasuring area 4 H 03 Are, Gat No. 61 admeasuring area 00 H 71 Are, Gat No. 62 admeasuring area 00 H. 72 Are, Gat No. 63 admeasuring area 01 H 27 Are, Gat No. 97/1 admeasuring area 01 H. 11 Are, and Gat No. 97/2 admeasuring area 01 H. 21 Are total admeasuring 9 Hectar 05 Are Situated at Mauje Parola, Taluka Parola, District Jalgaon and the name of Anmol Chhoriya and Associates through its partner Mr. Anmol Kanhaiyalal Chhoriya is recorded in the rights column of the revenue record of the said Gat No. 60,61,62,63, 97/1, 97/2 Total admeasuring area 9 Hectar 05vide mutation entry No. _____.

AND WHEREAS the Promoter has obtained revised Non-Agriculture layout Permission from the _____ by its order bearing No. _____ and also obtained sanctioned Lay-out from the Asst. Director of Town Planning ____ Vide letter No. _____ dated _____. As per said NA order and layout the Promoter got demarked the plots. Thus, the said property consists of developed nonagricultural plot is the subject matter of this deed which is entirely & exclusively in possession of the Promoter.

AND WHEREAS the promoter has launched the NA plots project on the larger area mentioned in the schedule I which is named and styled as **"Chhoriya Fortune City"**. Herein after this project will be called as the **"Said project"** for the sake of brevity.

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

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

ANDWHEREAS the Promoter is in possession of the project land and has got marketable title over the said land and right to development and sell the developed plots ;

AND WHEREAS the Allottee is offered a **Plot No.** _____ out of Gat No. 60,61,62,63, 97/1, 97/2 in the said project by the Promoter with consideration amount of Rs. _____ /- (_____) The Purchased accepted the offer and ready to purchase the said plot with the offered price.

ANDWHEREAS, the Project is registered as per the provisions of the Act with the Real Estate Regulatory Authority at **MAHARERA NO.** _____.

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

ANDWHEREAS on demand from the Allottee , the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and specifications of development and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as" the said Act") and the Rules and Regulations made thereunder;

ANDWHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI/VII/XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land has been annexed here to and marked as Annexure, respectively.

ANDWHEREAS the authenticated copies of the Layout as approved by the concerned

Local Authority has been annexed hereto and marked as Annexure.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an **Plot No. ____** having area is _____sq. mtr. out of Gat No. 60,61,62,63, 97/1, 97/2 in the said project.

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

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

ANDWHEREAS, the 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 to sale for said Plot with the Allottee , being in fact these presents and also to register said Deed under the Registration Act, 1908.

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

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

1. The Promoter shall develop the said layout on the project land in accordance

with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which adversely affect the plot of the Allottee except any alteration or addition required by any Government authorities or due to change in law or changes which shall not adversely affect the plot of the Allottee. 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. That after the inquiry of Allottee the said plot from the Allottee, The promoter has offered the said **Plot No.**_____to the Allottee for **Rs.**_____(**Rupees**_____Only) as a full consideration amount. The Allottee agreed to pursue the said plot in offered consideration along with all the facilities appurtenant to the premises which are only privilege to use for the Allottee/s. The Allottee has fully aware and satisfied about the area, boundaries and actual size of the plot as per area mentioned in the layout. The Allottee has personally inspected the length of all the sides of the plot as mentioned above. The Allottee has thus inspected all the title related paper and verified it from the expert. Thus the Allottee is fully satisfied with the title and existing plot area. The Allottee doesn't have any objection and query about size & boundaries of plot.

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

Sr.No.	Date	Amount

This deed will be valid only upon clearance of cheque, consideration amount, and other charges in the account of the Promoter. It will be stand cancelled automatically on the part of the Promoter if any of the given cheque bounces and nonpayment of any reasons.

3. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or GST or any other similar taxes which may be levied, in connection with the plot and Project land payable by the Promoter on behalf of the Allottee) up to the date of sale deed. Thus this all excluded taxes shall be paid by the Allottee in addition to the consideration amount as and when required.
4. The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order /rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
5. The Promoter shall confirm the final plot area that has been allotted to the Allottee after the development of the layout is complete, by furnishing details of the changes, if any, in the area, subject to a variation cap of three percent. The total price payable for the area shall be re calculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the plot area allotted to Allottee, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause of this Agreement.

6. The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under any head (s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
7. The Promoter here by agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the plot to the Allottee.
8. Time is essence for the Promoter as well as the Allottee. The Promoter shall hand over the Plot to the Allottee upon execution of the sale deed after full and final payment of the consideration amount and all other charges mentioned in this present Agreement to Sale.
Similarly, the Allottee shall make timely payments of the installment and other dues payable by him / her and meeting the other obligations under the Agreement as provided in clause herein above. ("Payment Plan").
9. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee (s) to the Promoter.
10. Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other out goings) and on the allottee committing three defaults of payment of installments, 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 e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to

rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. Administrative, legal and handling charges of Rs.20,000/- or 20% of the consideration value whichever is higher or any other amount of the expenses made by the Promoter on the said plot) after reselling the said plot to new Allottee subject to release of the fund from the said project, the installments of sale consideration of the plot 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 plot 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

- 11.** The Promoter shall complete the Infrastructure of proposed road, open drainage & electricity line of the layout on or before 31st December 2029. Once it's completed by the Promoter, it shall be the duty & responsibility of the all plots holder of the Lay-out to maintain the infrastructure in good condition.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of infrastructure on the aforesaid date, if the completion of infrastructure is delayed because of causes beyond their reasonable control including but not limited to war, invasion, acts of enemies, hostilities, riots, civil commotion, labour disturbance , strikes, lockouts, layoffs, mutiny, insurrection, rebellion, revolution, epidemics, fire earthquake, floods, Government orders and restrictions, legal enactment etc.

- 12. Procedure for taking possession-**The Promoter, upon payment made by the Allottee as per the deed and after execution of the sale deed shall give the possession of the Plot, to the Allottee in terms of this Deed and the Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee

agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee s, as the case may be.

- 13.** The Allottee shall take possession of the Plot with the sale deed from the promoter to the said Plot is ready for use and occupancy:
- 14.** The Allottee shall use the plot or any part thereof or permit the same to be used only for purpose of residence or for the purpose as will be permitted by the competent authority time to time.
- 15.** The Allottee along with other Allottee (s) s of plots shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filling, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee , so as to enable the Promoter to register the common organization of Allottee . No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 16.** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor /Lessor /Original Owner / Promoter and / or the owners in the said land in which the said plot is situated if not transferred to individual plot Allottee.
- 17.** The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor / Lessor /Original Owner/ Promoter and/ or the owners in the project land if not

transferred to individual plot Allottee .

18. The Allottee shall liable to bear and pay the proportionate share (i.e.in proportion to the area of the plot) of out goings in respect of the project land 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.

19. The Allottee on or before the execution of this deed shall pay to the Promoter or the Authorized Entity appointed by the Promoter for the following amounts:-

i) Rs. 15,900/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this deed.

(ii) Rs. 8,200/- for Maintenance of the said layout. Maintenance charges will take care of the layout for 24 months from the date of completion of the project or 24 months from the date of possession to the Allottee , whichever comes first. Maintenance charges are only applicable for general cleaning and housekeeping of common area of layout.

(iii) The Allottee shall pay Rs.250/- for share application money, as the share application fee of the Society/AOA upon the formation of the Society /AOA, as and when applicable.

The aforesaid amount are excluding taxes. Taxes, GST shall be levied as applicable.

The Allottee shall issue the Cheque favoring authorized entity.

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

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

- ii.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii.** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv.** There are no litigations pending before any Court of law with respect to the title of the project land or Project except those disclosed in the title report;
- v.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/ wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;
- vi.** The Promoter has the right to enter into this Deed and has not committed or omitted to perform any actor thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected; The Promoter has not entered into any deed for sale and / or development deed or any other deed/ arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Deed;
- vii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Deed;
- viii.** 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;

- ix. 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.

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

- i. That the Purchaser agrees that at the time of construction over the said plot he will adhere with the rule and regulation given by movement for construction and he will take necessary permission for construction. Also the purchaser under take that he will not disobey direction, term and condition given by sanctioning authority for the construction as well as all the terms and condition applicable to purchaser also. It is also admitted by the Allottee that he will construct the septic tank at the time of construction in the said plot.
- ii. That the purchasers herein have visited the site of the said plot and inspected it personally. The purchaser does not have any kind of objection regarding the entrance gate, feeder pillar, electrical pole, electrical stud, electrical stay, drainage chambers etc. which are the part and parcel of the project as well as the purchaser agrees for the positioning of the above factor in the said project. The purchase has no complaint regarding all the above items in connection with the said plot. Purchaser also agrees for further development of the project and movement of any of the items above to anywhere else as a part of development. In future if any of the items mentioned above creates obstacles in the construction of the said plot, the purchaser himself will remove the said obstacle with his own funds

through the concerned authority of the government.

- iii. To maintain the plot at the Allottee 's own costing good and tenantable repair and condition from the date that of sale deed of the plot and shall not do or suffer to be done anything in or to the plot which may be against the rules, regulations without the consent of the local authorities, if required.
- iv. If in the future any construction by the Allottee on the said plot after execution of the sale deed, Not to store on the Plot or in the said building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building and the said Plot and adjacent plots thereto or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the infrastructure of the layout, and in case any damage is caused to the infrastructure of the layout on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and pay for same.
- v. To carry out at his own cost all changes to the said Plot and shall not do or suffer to be done anything in or to the other plots in the layout in which the Plot is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences there of to the concerned local authority and/or other public authority.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land or any part thereof or where by any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the project land.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or

Government or giving water, electricity or any other service connection to the layout in which the plot is situated.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of use of the plot by the Allottee for any purpose other than the purpose for which it is sold. The Allottee shall take water connection, electricity and other utility services which are necessary to the Allottee from the concerned government department with necessary compliances. If any expenses towards the same it will be all borne by the Allottee .
- x. The Allottee cannot let, sub-let, transfer, as sign or part with interest or benefit fact or of this Deed or part with the possession of the plot if all the dues payable by the Allottee to the Promoter under this Deed are not fully paid up.
- xi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments there of that may be made from time to time for protection and maintenance of the said building and the Apartments there in and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the plot and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going sin accordance with the terms of this deed.

22.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.

23.The Allottee shall have no claims of ownership except in respect of the said plot here by agree to sell to him in the layout. The Allottee has received all the testamentary rights only against the said plot only.

24.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: After the Promoter executes this Deed, he shall not mortgage or create a charge on the said plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee and whatsoever charge may be there, the promoter has released it prior to the execution of sale deed.

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

26. RIGHT TO AMEND

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

27.PROVISIONS OF THIS DEED APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEE/S:-

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 Allottee s of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

28.SEVERABILITY:- If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

29.METHOD OF CALCULATION OF PROPORTION OF SHARE WHEREVER REFERRED TO

IN THE DEED: Wherever in this Deed it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the area of the Plot to the total area of all the Plots in the Project.

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

31. PLACE OF EXECUTION: The execution of this Deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, After the Deed is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Deed shall be registered at the office of the Sub-Registrar **Parola**.

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

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

Name: _____

Address: _____.

Email Id: _____

NAME: M/S. Anmol Chhoriya and Associates.

Add: "Chhoriya Realty", Off.No.401, 4th floor, Adinath Shopping Center, Pune-Satara Road, Opp. Panchami Hotel, 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 Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

34. JOINT ALLOTTEE/S: That in case there is Joint Allottee s all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottee s.

35. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Deed shall be borne by the Allottee.

36. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 Rules and Regulations, thereunder. It is obligatory to both the parties to this document that the Arbitrator being appointed in such a case must be a retired district judge or retired High court judge.

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

38. POWER OF ATTORNEY FOR REPRESENTATION: The Promoter, has executed a Power of Attorney dated _____ in favor of Mr. _____ which is registered in the office of **Sub-Registrar, Haveli ____, Pune** at Sr. No. ____/2021 to represent the documents for registration in the office of **Sub-Registrar Parola**.

39. That all contents of this deed has been read over and fully understood by the

Allottee in his mother tongue and I am agreed upon the same.

SCHEDULE-I

[Detailed description of the Land]

ALL that piece and parcel of land and ground collectively and totally admeasuring about 9 Hectar 05 Are bearing Gat No. 60,61,62,63, 97/1, 97/2 situated at Mauje Parola, Taluka Parola, Dist. Jalgaon, within the limits of Sub- Registrar, Parola and Municipal Council Parola out of which some part is affected by reservation for D.P. road while some part lies in residential zone, the plot area lies in the residential zone is more particularly described herein below in second schedule and collectively bounded as under.

On or towards East : Gat No. 59 & Road,
On or towards West : Gat No. 98, 95, 96, 92
On or towards South : Gat No. 70 & 59
On or towards North : Gat No. 21 & 22

SCHEDULE - II

[Detailed description of the said undivided plot]

The **Plot No. -----** Admeasuring area about ----- **sq. mtrs.** in “Chhoriya Fortune City” situated at Gat No. 60,61,62,63, 97/1, 97/2 admeasuring about 9 Hectar 05 Are, Mauje Parola, Taluka Parola, Dist. Jalgaon, within the limits of Sub- Registrar, Parola and outside of the Municipal Council Parola. **Is bounded as follows:-**

On or towards East :
On or towards West :
On or towards South :
On or towards North :

Length and width of plot:

On or towards East :
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 Deed at Parola in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER,**

M/S. Anmol Chhoriya and Associates.

Through its Partner

Mr. Anmol Kanhaiyalal Chhoriya.

Through its POA Holder

Mr. _____

**SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE/S;**

Mr. _____

In the presence of Witness:

- 1) _____

- 2) _____

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 PROMOTER .

Receipt No.	Receipt Dt.	Receipt Amt	Mode Of payment	Chq. No.	Bank Name	Chq. Dt

I SAY RECEIVED

The Promoter/s.

घोषणापत्र

मी श्री._____, रा._____ या व्दारे घोषित करतो की, मा. दुय्यम निबंधक सो पारोळा यांचे कार्यालयात अॅग्रीमेंट टु सेल या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मे. अनमोल छोरीया अॅण्ड असोसिएट्स चे भागीदार श्री. अनमोल कन्हैयालाल छोरीया, पुणे यांनी दि. _____रोजी मला दिलेल्या स्पेशल मुखत्यारपत्राच्या आधारे (नोंदणी क्रमांक _____ नोंदणी दि. _____) मी सदर दस्त नोंदणीसाठी सादर केला आहे / निष्पादीत करुन कबूली जबाब दिला आहे. सदर स्पेशल मुखत्यारपत्र लिहून देणार यांनी स्पेशल मुखत्यारपत्र रद्द केलेले नाही किंवा स्पेशल मुखत्यारपत्र लिहून देणारी व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे स्पेशल मुखत्यारपत्र रद्दबादल ठरले नाही. सदरचे स्पेशल मुखत्यारपत्र चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये मी शिक्सेस पात्र राहील याची मला जाणीव आहे.

मुखत्यारपत्र धारकाचे नाव व सही

ता. / / २०२२.

श्री._____

Annexures

1. Receipt
2. Ghoshanapatra
3. 7/12 extract
4. RERA certificate
5. Title certificate
6. N A order & layout
7. POA
8. ID proof of promoter, Allottee , POA holder , Witness