Agreement Value Rs.----------/- Stamp Duty Rs.----------/-Market Value Rs.---------- /-R.R.RateRs._____/-

AGREEMENT TO SALE

This Agreement to Sale is made at Bhaipurthis .....day of Decemberin the year Two Thousand and Twenty.

Between

M/S.DHARIWAL AND CHHORIYA DEVELOPERS LLP.,PAN No. AAIFD2049J,a company incorporated under the LLP Act, 2008 carrying on business as Builders and OWNER, having an office inter alia at "Chhoriya Realty", Off.No.401, 4th floor, Adinath Shopping Center, Pune-SataraRoad,Opp. PanchamiHotel,Pune 411037, by the hand of one of their partner**Mr.AnmolKanhaiyalalChhoriya, Age –**36Yrs., **Occupation**:- Business &Agriculture, **Having address** – resident of Pune,

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

And

Mr.....

Age : _____ Yrs, Occupation _____ yrs,

havingaddress at.....

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

WHEREAS by a Sale Deed dated 18/02/2014which is registered at Sr.No. 260/2014in the office of Sub Registrar Arvi executed between Shri. Sunil EndarchanSankalech of the One Part and the Promoter of the Other Part, the Vendor sold absolutely to the Promoter an immovable property being piece or parcel of free hold land bearing Gat/Survey No. 27/1admeasuring H 0.76 R, By Sale Deed dated 23/10/2012which is registered at Sr.No. 1733/2012 executed between Shri. SadashivChandrabhanGulhane of the One Part and the Promoter of the Other Part, the Vendor sold absolutely to the Promoter an immovable property being piece or parcel of free hold land bearing Gat/Survey No. 39 admeasuring H 1.40 R, By Sale Deed dated 23/10/2012 which is registered at Sr.No.1732/2012 executed between ShobhataiMadhukar@SurendrakumarGulhane of the One Part and the Promoter of the Other Part, the Vendor sold absolutely to the Promoter an immovable property being piece or parcel of free hold land bearing Gat/Survey No. 40 admeasuring H 2.96, By Sale Deed dated 05/04/2014which is registered at Sr.No. 454/2014 executed between Shri. SudarshanPandurangGodbole& others of the One Part and the Promoter of the Other Part, the Vendor sold absolutely to the Promoter an immovable property being piece or parcel of free hold land bearing Gat/Survey No. 41 admeasuring H 0.66 R and By Sale Deed dated

18/02/2014which is registered at Sr.No.259/2014 executed between NaliniGajananraoGodbole& others of the One Part and the Promoter of the Other Part, the Vendor sold absolutely to the Promoter an immovable property being piece or parcel of free hold land bearing Gat/Survey No. 42 admeasuring H 0.65 R all land situated at MaujeBhaipur, TalukaArvi, District Wardhain the Registration sub-partner of Arvi and the name of M/S.DHARIWAL AND CHHORIYA DEVELOPERS LLP through its partner Shri. DilipDevichand Jain is recorded in the rights column of the revenue record of the said Gat/Survey No. 27/1, 39, 40, 41 , 42vide mutation entry no.400, 361, 362, 401, 402 respectively.

AND WHEREAS the Promoter has obtained Final Non-Agriculture Permission from the Hon'ble Sub-Division Officer, Arvi by its order bearing No. 05/NAP-34/2013-14 dated 17/03/2020andthe Lay-out also sanctioned from Town Planning Office ArviVide Latter No.NA/MaujeBhaipur/Tal.Arvi/Dist.Wardha/S.N.27/1,39,40,41,42/TPD1508 dated 21/10/2014. As per said NA order and layout the Promoter got demarked the plots. Thus, the said property consists of nonagricultural plot is the subject matter of this agreement which is entirely & exclusively in possession of the Promoter.

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

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

ANDWHEREAS the Promoter is in possession of the project land;

AND WHEREAS the Allotteeis offered a **Plot No.----------**(here in after referred to as the said **"plot"**) out of Gat/Survey No. 27/1,39,40,41,42in the project called **"R.M.Dhariwal Township Phase II"**being soldin the said project, by the Promoter.

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

ANDWHEREAS by virtue of the Sale Deedthe Promoter has sole and exclusive right to sell the plotsin the said layoutto be developedby the Promoter on the project land and to enter into Agreement / s with the allottee (s) /s of the plotsto receive the sale consideration in respect thereof;

ANDWHEREAS on demand from the allottee, the Promoter has given inspection to the allotteeof 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.

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

AND WHEREAS the Promoter has accordingly commenced development of the said layoutin accordance with the said sanctionedlayout plan.

AND WHEREAS the Allotteehas applied to the Promoter for allotment of an **PlotNo.---------** out of Gat/Survey No. 27/1,39,40,41,42 in the projectknown as **"R.M.Dhariwal Township Phase II"**being developedin thesecond phase of the said Project,

AND WHEREAS the area of the said plotis**----------square meters.**

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

AND WHEREAS, prior to the execution of these presents the Allotteehas paid to the Promoter a sum of **Rs.----------/- (Rupees ---------- Only),**being part payment of the sale consideration of the Plotagreed to be sold by the Promoter to the Allotteeas advance payment or Application Fee (the payment and receipt where of the Promoter doth here by admit and acknowledge) and the Allotteehas agreed to pay to the Promoter the balance of the sale consideration and all other chargesin the manner here in after appearing.

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

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

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

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

1. The Promoter shall develop the said layouton 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

Allotteein respect of variations or modifications which adversely affect the plot of the Allotteeexcept 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. The Allotteehere by agrees to purchase from the Promoter and the Promoter here by agrees to sell to the Allottee**Plot No. ---------**(here in after referred to as "the Plot") of the typeN.A.Plotof area admeasuring**----------sq. metres**in the project **"R.M.Dhariwal Township Phase II"**as shown in the layoutplan thereof here to annexed for the consideration of **Rs.----------/-** including the cost offacilitiesappurtenant to the premises which are only privilege to use for theAllottee/s. The Allotte has fully aware and satisfied about the boundaries and size of the plot at site. The Allotee doesn't have any objection and query about size & boundaries of plot.

The total aggreGat/Survey e consideration amount for the plotis thus **Rs.----------/-**

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

Sr. No.	Inst Date	Inst Amt

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 Cessor any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter on behalf of the Allottee) up to the date of 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 Allotteefor increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said

notification / order /rule / regulation published / issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

5. The Promoter shall confirm the final plotarea that has been allotted to the Allotteeafter the developmentof the layoutis 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 Allotteewithin 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 plotarea allotted to Allottee, the Promoter shall demand additional amount from the Allotteeas 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 plotto the Allottee.

8. Time is essence for the Promoter as well as the Allottee. The Promoter shall handover the Plotto 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 Allotteeshall make timely payments of the installment and other dues payable by him / her and meeting the other obliGat/Survey ions under this deed/Agreement.

9. The Allotteeagrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allotteeto 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 Allotteeto the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other out goings) and on the allottee committing three defaults of payment of 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 allotteeand mail at thee-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allotteefails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(subject to adjustment and recovery of 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 theAllotteeto 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.

If the Promoter fails or neglectsto give possession of the plotto the Allotteeon account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the plot with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest there on is repaid.

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

a. war, civil commotion or act of God;

b. Any notice, order, rule, notification of the Government and / or other public or competent authority /court.

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

13. The Allottee shall take possession of the Plot with sale deed from the promoterto the said Plot is ready for use and occupancy:

14. The Allottee shall use the plot or any part there of or permit the same to be used only for purpose of residence or for the purpose as will be permitted by the competent authority time to time.

15. The Allotteealong with other allottee (s) s of Plots in the layout shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filling, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allotteeif 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 in the project land. If not transferred individual plot.

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 individual plot.

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 electrical receiving and the 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 Allotteeas follows:

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

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litiGat/Survey ions pending before any Court of law with respect to the tittle of project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respectto the Project, project land and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/ wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, where by the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Allotteeunder this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allotteein the manner contemplated in this Agreement;

ix. 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;

x. 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. To maintain the plot at the Allottee'sown 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.

ii. If in the future any construction by the Allotee 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 infrastructureof the layout on account of negligence or default of the Allotteein this behalf, the Allottee shall be liable for the consequences of the breach and pay for same.

iii. 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 actin contravention of the above provision, the Allotteeshall be responsible and liable for the consequences there of to the concerned local authority and/or other public authority.

iv. 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.

v. 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.

vi. 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.

vii. 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 is necessary to the Allottee from concerned government department with necessary compliances. If any expenses towards the same it will be all borne by the Allottee.

viii. The Allotteecannot let, sub-let, transfer, as sign or part with interest or benefit fact or of this Agreement or part with the possession of the plot until all the dues payable by the Allotteeto the Promoter under this Agreement are fully paid up.

ix. The Allotteeshall 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 Plots 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 laiddown by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Plotand shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going sin accordance with theterms of this Agreement.

22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allotteeas advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society 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. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or any part thereof. The Allottee shall have no claims have and except in respect of the plot here by agreed to be sold to him in the layout.

24. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

25. BINDING EFFECT

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

26. ENTIRE AGREEMENT

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

27. RIGHT TO AMEND

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

28. PROVISIONSOFTHISAGREEMENTAPPLICABLETOALLOTTEE/SUBSEQUENT ALLOTTEES :

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

29. 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.

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

Wherever in this Agreement it is stipulated that the Allotteehas to make any payment, in common with other Allottee (s) in Project, the same shall be in proportion to the area of the Plot to the total carpet area of all the Plots in the Project.

31. 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 con firmor perfect any right to be created or transferred here under or pursuant to any such transaction.

32. PLACE OF EXECUTION

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

33. The Allotteeand / or Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter itself or through its authorizes will attend such office and admit execution thereof.

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

Name: Mr._____

Address: _____.

Email Id: _____

NAME: M/S. DHARIWAL AND CHHORIYA DEVELOPERS LLP.
Add: "Chhoriya Realty", Off.No.401, 4th floor, Adinath Shopping Center, Pune-SataraRoad,Opp. PanchamiHotel,Pune 411037.

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

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

35. JOINT ALLOTTEES

That in case there are Joint Allotteesall communications shall be sent by the Promoter to the Allotteewhose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

37. **Dispute Resolution:-**Any dispute between parties shall be settled amicably**.** In case of failure to settledthe dispute amicably, which shall be referred to the arbitrator Adv. Jaya S. Runwalas per the provisions of Arbitration and Conciliation Act, 1996 Rules and Regulations, thereunder.

38. GOVERNING LAW

That the rights and obliGat/Survey ions 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.

39. POWER OF ATTORNEY FOR REPRESENTATION:

M/S.DHARIWAL AND CHHORIYA DEVELOPERS LLP.through its Partner Mr.AnmolKanhaiyalalChhoriya, has executed a **Power of Attorney dated _____** in favour of **Mr. _____**which is registered in the office of **Sub-Registrar___**at Sr. **No.____**to represent the documents for registration in the office of **Sub-RegistrarArvi.**

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

SHEDULE-I

[Detailed description of the Land]

ALL that piece and parcel of land and ground collectively and totally admeasuring about 6 H.43 R bearing Gat/Survey No. 27/1,39,40,41,42situated at MaujeBhaipur, TalukaArvi, District Wardha, within the limits of Sub- Registrar, Arviand GrampanchayatBhaipur, 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 :_____

On or towards West :_____

On or towards South : _____

On or towards North : _____.

SCHEDULE - II

[Detailed description of the said undivided plot)

ALL THAT area of **Plot No.----------**admeasuring area about **---------- sq. mtrs.** in **"**_____**"**situated atGat/Survey No. 27/1,39,40,41,42,MaujeBhaipur, TalukaArvi, District Wardha, within the limits of Sub- Registrar, Arvi and GrampanchayatBhaipur i**s 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 Agreementfor sale at Bhaipurin the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER,

M/S. DHARIWAL AND CHHORIYA DEVELOPERS LLP.,
Through its Partner
Mr.AmolKanhaiyalalChhoriya.
Through its POA Holder
For Presentation of Deed

Mr. _____
SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTEE/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	Chq Clear Dt

I SAY RECEIVED

The Promoter/s.

घोषणापत्र

मी श्री.————————————, रा.————————या व्दारे घोषीतकरतो की, मा. दुय्यम निबंधकसोाअर्वीयांचेकार्यालयातॲग्रीमेंटटूसेल या शिर्षकाचादस्तनोंदणीसाठीसादरकरण्यातआलाआहे. धारीवालॲण्डछोरीयाडेव्हलपर्स एलएलपीचेभागीदारश्री. अनमोलकन्हैयालालछोरीयारा. पुणे यांनीदि. ————————रोजीमलादिलेल्यास्पेशलमुखत्यारपत्राच्याआधारे (नोंदणी क्रमांक—— नोंदणी दि.————————) मी सदरदस्तनोंदणीसाठीसादरकेलाआहे / निष्पादीतकरुनकबूलीजबाबदिलाआहे. सदरस्पेशलमुखत्यारपत्र लिहूनदेणार यांनीस्पेशलमुखत्यारपत्र रद्दकेलेलेनाहीकिंवास्पेशलमुखत्यारपत्र लिहूनदेणारीव्यक्तीपैकीकोणीहीमयतझालेलेनाहीकिंवाअन्य कोणत्याहीकारणामुळेस्पेशलमुखत्यारपत्र रद्दबादलठरलेनाही. सदरचेस्पेशलमुखत्यारपत्र चुकीचेआढळूनआल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये मी शिक्षेसपात्र राहील याचीमलाजाणीवआहे.

मुखत्यारपत्र धारकाचेनाव व सही

ता. / /२०२०. **श्री.————————**

<u>Annexures</u>

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