

ANNEXURE – ‘A’
Model Form of Agreement to be entered into between Promoters and Allottees
for Plotted development projects.

Model Form of Agreement

This Agreement made and executed this _____ day of _____ in the year 2024 between _____ having address at _____ hereinafter referred to as “the Promoter” of the One Part and (_____) having address at _____ herein after referred to as “the Allottee” (_____) of the Other Part.

By and Between

This Agreement made at.....this.....day of..... in the year Two Thousand and between : M / s . **RAJOLI INFRA PRIVATE LIMITED**, a Company, duly registered Under the Indian Companies Act, 1956, having its Office at 12/13, Bhiwapurkar Chambers, 1st Floor, Dhantoli, Nagpur, having Income Tax PAN AANCR8409A (Date of Incorporation 29-07-2024) and acting through its Director MR. RAJU S/O. RAMJILAL SHARMA, Aged 47 Years, Occupation – Business, Aadhar Unique Identity No. 6067 61100189 and Cell No. 9764055777, Resident of Rai Bahadur Oli, Kamptee, Nagpur - 441002, Tahsil Kamptee and State – Maharashtra;

hereinafter referred to as "the Promoter of the One Part and _____, aged about _____ years, Occupation: _____, residing at _____, PAN: _____, hereinafter referred to as " the Allottee" of the Other Part.

AND

Name: _____, aged about _____ years, Occupation: _____, residing at _____, PAN: _____, herein after for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees of the Second Part.

WHEREAS

A. DESCRIPTION OF THE LAND &PROPERTY:

WHEREAS, WHEREAS ALL THOSE Piece and Parcel of Agricultural land bearing Khasra No.255/2K (Old), having an area of 6.60 Acres (i.e. 2.67 Hectare R.), Land Revenue Rs. 12.00/-, held in Bhogwatdar Class-2 Rights of Mouza – HINGNA, Patwari Halka No. 49 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Village - Hingna, in Tahsil and District – NAGPUR, Originally belonged to Smt. Yashodabai Tukaram Barapatre, as a recorded Owner thereof being her separate property and the same is mutated

in her name in all relevant records; AND

WHEREAS during the course of time the aforesaid Smt. Yashodabai Tukaram Barapatre lateron transferred/sold her aforesaid property comprising Agricultural land bearing Khasra No. 255/2K (Old), having total area of 6.60 Acres (i.e. 2.67 Hectare R.), Land Revenue Rs. 12.00/-, held in Bhogwatdar Class-2 Rights, out of which (a) the land admeasuring 3.30 Acres, Land Revenue Rs. 6.00/- comprising Northern Portion by way of Sale to Mr. Pandurang Mahadeo Jadhav and (b) the land admeasuring 3.30 Acres, Land Revenue Rs. 6.00/- comprising Southern Portion by way of Sale to (1) Mr. Maroti Mahadeo Jadhav and (2) Mr. Vasanta Mahadeo Jadhav, by a Sale Deed Dated 29.04.1970, which is duly registered in the Office of the Sub Registrar, Nagpur in Book No. 1 at Registered Sr. No. 3133/1970 on 29.04.1970 and the same mutated in their joint names in all relevant records; AND

WHEREAS the Government of Maharashtra lateron carried out re-survey and re-measurement, under the Consolidation and Fragmentation Act and as per record of Bhumi Abhilekh renumbering Sheet (parcha), (a) the land admeasuring 3.30 Acres, Land Revenue Rs. 6.00/- comprising Northern Portion out of the entire land bearing Khasra 255/2K of Mouza – HINGNA owned by Mr. Pandurang Mahadeo Jadhav, was renumbered as Khasra No. 365 of Mouza – HINGNA, having an area of 1.33 Hectare R., Land Revenue Rs. 6.00/-, held in Bhogwatdar Class-2 Rights and (b) the land admeasuring 3.30 Acres, Land Revenue Rs. 6.00/- comprising Southern Portion out of the entire land bearing Khasra 255/2K of Mouza – HINGNA owned by (1) Mr. Maroti Mahadeo Jadhav and (2) Mr. Vasanta Mahadeo Jadhav, was renumbered as Khasra No. 364 of Mouza – HINGNA, having an area of 1.34 Hectare R., Land Revenue Rs. 6.00/-, held in Bhogwatdar Class-2 Rights. Thus the aforesaid Mr. Pandurang Mahadeo Jadhav has now become an absolute owner and occupier of the aforesaid Khasra No. 365 and (1) Mr. Maroti Mahadeo Jadhav and (2) Mr. Vasanta Mahadeo Jadhav jointly have now become an absolute joint owners and occupier of the aforesaid Khasra No. 364; AND

WHEREAS during the course of time the aforesaid Mr. Pandurang Mahadeo Jadhav left for heavenly abode on 26/06/2018 and consequent upon his demise/death, his aforesaid property bearing Khasra No. 365, having an area of 1.33 Hectare R. devolved upon his widow namely Smt. Kamla Pandurang Jadhav and five Sons namely (1) Mr. Prakash Pandurang Jadhav, (2) Mr. Bhimrao Pandurang Jadhav, (3) Mr. Hemant Pandurang Jadhav, (4) Mr. Rudraksh Pandurang Jadhav & (5) Mr. Dilip Pandurang Jadhav jointly by way of succession being only heirs of the deceased and the same is mutated in their joint names in all relevant records; AND

WHEREAS, out of the aforesaid legal heirs namely Mr. Dilip Pandurang Jadhav left for heavenly abode on 20/09/2020 and consequent upon his demise/death, his undivided share and interest in the aforesaid property bearing Khasra No. 365, having an area of 1.33 Hectare R. devolved upon his widow namely Smt. Vaishali Dilip Jadhav and only Son

namely Mr. Pratik Dilip Jadhav jointly by way of succession being only heirs of the deceased and the same is mutated in their joint names in all relevant records; AND

WHEREAS the aforesaid land bearing Khasra No. 365, having an area of 1.33 Hectare R. of Mouza – HIGNNA, Patwari Halka No. 49 is converted from Bhogwatdar Class-2 Rights (Bhumidhari) to Class-1 Rights (Bhumiswami) under Section 29 Sub Section 2(K) of the Maharashtra Land Revenue Code, 1997 and same is accordingly mutated in the all relevant Records; AND

WHEREAS the aforesaid Owners (1) Mr. Prakash Pandurang Jadhav, (2) Mr. Bhimrao Pandurang Jadhav, (3) Mr. Hemant Pandurang Jadhav, (4) Mr. Rudraksh Pandurang Jadhav, (5) Smt. Kamal Pandurang Jadhav, (6) Smt. Vaishali Dilip Jadhav and (7) Mr. Pratik Dilip Jadhav lateron transferred/sold aforesaid property comprising Agricultural land containing by admeasurements 0.28 Hectare R., being a portion of the entire land bearing Khasra No. 365 having total area 1.33 Hectare R, Land Revenue Rs. 6.00/-, held in Bhogwatdar Class–1 Rights, Khata No. 129 of Mouza – HINGNA, Patwari Halka No. 49, TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses, Well and including all other easementary rights appurtenant and belonging thereto, situated at Hingna, within the limits of Nagar Panchayat Hingna, in Tahsil – Hingna and District – NAGPUR, by way of Sale to RAJOLI INFRA PRIVATE LIMITED, acting through its Director Mr. Raju Ramjilal Sharma, by a Sale Deed Dated 24.10.2024, which is duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1, at Registered Sr. No. 10996/2024 on 24.10.2024 As a result therefor the aforesaid RAJOLI INFRA PRIVATE LIMITED, acting through its Director Mr. Raju Ramjilal Sharma have now become an exclusive, absolute and full Owner of the aforesaid property admeasuring 0.28 Hectare R. being a portion of the entire land bearing Khasra No. 365 with heritable and transferable rights therein and the same is mutated in its name in all relevant records and also mutated in the Property Card / 7/12 Extract; AND

WHEREAS the said RAJOLI INFRA PRIVATE LIMITED, acting through its Director Mr. Raju Ramjilal Sharma lateron decided to develop its aforesaid property admeasuring 0.28 Hectare R. being a portion of the entire land bearing Khasra No. 365 into a RESIDENTIAL LAYOUT by carving out various Plots of different sizes therein; AND

WHEREAS, accordingly the said RAJOLI INFRA PRIVATE LIMITED, acting through its Director Mr. Raju Ramjilal Sharma lateron prepared a layout on the said land admeasuring 0.28 Hectare R. being a portion of the entire land bearing Khasra No. 365 by carving out various Plots of different sizes therein and to be known and styled as “RAJOLI GREENS-1” and the said layout is finally sanctioned and approved for demarcated purpose by the Chief Officer, Hingna Nagar Panchayat, Hingna, vide its Permit No. 3666491 Approval No. NPHIN/LF/2025/APL/00021 Dated 01.04.2025; AND

WHEREAS, the aforesaid entire land bearing Khasra No. 365 having total area of 1.33 Hectare R. (i.e. 13300 Sq. Mtrs.) of Mouza – HINGNA, Patwari Halka No. 49, out of which the land admeasuring 0.28 Hectare R. (i.e. 2800 Sq. Mtrs.) is converted for Non Agricultural (Residential) Use by the Tahsildar, Hingna vide its Order Dated 27.03.2025 passed in Revenue Case No. 46/NAP-34/Prastu-1/2024-2025 and also granted the Sanad/Parishishta “B”; AND

- (i) Any Covenants affecting the said property: NIL
- (ii) Any Impediments attached to the said property: None
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property: NA
- (iv) Details of illegal encroachment on the said property: None
- (v) Any Permission (if any) required from Govt/Authority affecting the title of the property and their Details: None
- (vi) Details of Mortgage/Lien/Charge on the said property: None

A. TITLE CERTIFICATE:

The title of the Owner / Promoter / Developer is duly verified through their advocate Adv. Ashwin Patil and has certified that the title of the present Owner / Promoter / Developer is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure.....

B. EXCLUSIVE RIGHT TO SELL AND DEVELOP:

In the circumstances, the Owner / Promoter / Developer has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner / Promoter / Developer have applied for, and is granted due registration under the provisions of the Real (Estate (Regulation and Development] Act, 2017, and the same is attached here to as Annexure

C. PURCHASER AGREES TO ACQUIRE:

The Purchaser, after satisfying himself as regards the title of the Owner / Promoter / Developer of the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure _____ and the approved layout of plots, and after inspecting the site and satisfying himself / herself as to the completion of the various phases of work, and has now agreed to purchase the open

Plot No. _____ as specified in Schedule - A written herein after here in after for the sake of brevity referred to as the 'said Plot']. The Purchaser/s has / have agreed to acquire Plot No. _____, admeasuring about _____ Hectare, at or for the consideration and on the terms and conditions set out here in after; the said Plot No. _____ is herein after referred to for the sake of convenience and brevity as be said Plot" and is more particularly described in the SCHEDULED hereunder written and marked in Red on the Plan Schedule 'B'.

D. INSPECTION OF TITLE DOCUMENTS / PLANS / LAYOUTS:

The Purchaser/s has / have demanded from the Owner / Promoter / Developer and the Owner / Promoter / Developer have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, and the specific rights therein, as hereby agreed to be sold.

E. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:

The Purchaser/s has / have, before the execution hereof, had the title of the Owner / Promoter / Developer there to independently verified through the Legal Counsel / Advocate of the Purchaser/s and the Purchaser/s has / have satisfied himself / herself / themselves that the same is free from all encumbrances, and is clear and marketable.

F. CONSIDERATION:

After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoters herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. _____ (Rupees _____ Only) vide Cheque No. _____, dated _____, drawn on _____ Bank, _____ Branch, being the part payment out of the lump sum total Sale - price of Rs. _____ [Rupees _____ Only] against and in consideration of the said Plot agreed to be sold by the Owner / Developer / Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner / Developer / Promoter here by admit and acknowledge. The Purchaser has agreed to pay to the Owner / Developer / Promoter, in such name and as per their directions, the entire balance of the sale – price in the manner as mentioned in the Schedule E here under written, and which payment is deemed to be the essence of these presents;

AND WHEREAS, the Promoter has got approvals from the concerned local authority(s) to the plans, the specifications, sections and of the said plotted project, so as to obtain Occupancy Certificate of the said project.

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

upon due observance and performance of which only the completion or occupancy certificate in respect of the said project shall be granted by the concerned local authority.

AND WHEREAS, the Promoter has accordingly commenced development of the said plotted project in accordance with the said proposed plans.

AND WHEREAS, the Allottees has applied to the Promoter for Allotment of an Plot No. _____ of the said project.

AND WHEREAS, the plot area of the said plot is _____ Sq. mtrs. as mentioned in the sanctioned plot.

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 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 Promoter has registered the Project under the Provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at No. _____.

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

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

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURCHASE AND SALE OF THE PLOT:

- 1.1. The Purchaser/s has / have agreed to acquire and Owner / Developer / Promoter has agreed to sell the said Open Plot No. _____, admeasuring _____ sq. mtr, and the right to construct there on, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out

hereinafter, and which Plot is more particularly described in the Schedule A and specified in Plan Schedule B here under written;

- 1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure_____, here under written;

2. CONSIDERATION:

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owner / Developer / Promoter here in agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase from the Owner / Developer / Promoter the said open Plot inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of Rs. _____(only) and the Purchaser shall make the payment of the same in the name of "RAJOLI GREENS 1" or such other name as may be specified from time to time by the Owners / Developers / Purchaser; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., are also all the other outgoing as mentioned here in below which will be paid by the Purchaser/s separately as agreed and specified.

2.2. TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner / Developer / Promoter before on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owner / Developer / Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and electing necessary payment as per agreed schedule.

2.3. DELAYS IN HANDING OVER POSSESSION BY OWNER / DEVELOPER / PROMOTER / CONSENTING PART V:

It is agreed between the parties hereto that if the Owner / Developer / Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner / Developer / Promoter and / or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner / Developer / Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot

from the Purchaser/s with simple interest there on at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made there under, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT:

Commencing the week after Notice in writing is given by the Owner / Developer / Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owners / Developers / Promoters, the Purchaser/s hereby agree/s and bind/s himself / herself / themselves to pay to the Owners / Developers / Promoters, charges for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASER:

The Owner / Developer / Promoter shall on execution of registered agreement for sale by 51% of purchasers from within the period of 3 months from handing over possession of the last unsold plot to the concerned purchaser, in the said complex shall form Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative societies Act 1960 or such other body as may be deemed fit by the Owners / Promoters and Owner / Developer / Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVISION:

The Purchaser/s of the Plot / Plots agreed to be sold here under and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws. Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot / Plot here by agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and by-laws.

6. UNSOLD PLOTS:

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner / Developer / Promoter of all the plots on the said Land, then in such case, the Owner / Developer / Promoter shall join in the Ultimate Body as members holding such unsold plot are as and when such Plots are sold mind party at the discretion of the Owners / Developers / Promoters, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

7. REPRESENTATION AND WARRANTIES OF THE OWNERS / DEVELOPERS / PROMOTERS

The Promoters hereby represents and warrants to the Allottees / Purchaser as follows:

- a. The Promoters has clear and marketable title with respect to the project land / Plot; as declared in the title report annexed to this agreement and has the requisite right 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; The Promoters has also obtained the necessary N.A. permission from competent authority;
- b. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c. There are no encumbrances upon the project land or the Project except those in the title report;
 - d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; there are no prohibitory orders for transfer at the plot.
 - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 / ring shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;
 - f. The Promoters has the right to enter in to this Agreement and has not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottees created herein, may prejudicially be affected;
 - g. The Promoters 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 Allottees under this Agreement;
 - h. The Promoters confirms that the Promoters is not restricted in any manner what so ever from selling the said Plot to the Allottees in the manner contemplated in this Agreement;
 - i. The Promoters has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - j. No notice from the Government or any other local body authority or any quality enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and / or the Project except those disclosed in the title report.
 - k. The Promoters shall obtain all such insurance as may be notified by the Government of Maharashtra;
 - l. Title of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY / REGISTRATION FEES / EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner / Developer / Promoter pursuant here to including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner / Developer / Promoter or Consenting Party in favour of the Association / condominium / society of all Plot purchasers in the said project.

9. ENTIRE AGREEMENT:

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

10. 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 rebuked in order to effectuate the provisions of this Agreement or of any transaction contemplated here in or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction.

11. ADDRESS FOR SERVICE:

That all notices to be served on the Allottees / Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoters by Registered Post A.D. and notified Email ID / Under Certificate of Posting at the irrespective addressee specified below:

Name of Allottees / Purchaser: _____

(Allottees Address)

Notified Email ID: _____

Name of Promoters & Address

Name: Rajoli Infra Pvt. Ltd.

office at 12/13, Bhiwapurkar Chambers, 1st Floor, Dhantoli, Nagpur- 440010

Notified Email ID: cagauravngp@gmail.com

It shall be the duty of the Allottees and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement w.r.t. the above address by Registered Post failing which all communications and letters postal at the above address shall be deemed to have been received by the Promoters or the Allottees, as the case maybe.

12. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

13. 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 Nagpur courts within whose local limits the property is situated will have the jurisdiction of this Agreement.

Second schedule above referred to**A. Description of the common areas provided:**

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
<u>Not Applicable</u>				

B. Facilities/ amenities provided/to be provided within the building including in the common area of the building

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
<u>Not Applicable</u>						

C. Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common	Size/area of the facilities /	FSI Utilized or free of FSI
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				organization	amenities	
<u>Not Applicable</u>						

D. The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout

	Type of open spaces (RG/PG) to be Provided	Phase name/ Number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
<u>Not Applicable</u>					

E. Details and specifications of the lifts:

	Type Lift (passenger/service/stretcher/goods/fire evacuation/any other	Total no. of Lifts Provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
<u>Not Applicable</u>				

LIST OF ANNEXES

Annexure "A"	:	Title Certificate.
Annexure "B"	:	7/12 Extracts.
Annexure "C"	:	Approved Layout of Plots.
Annexure "D"	:	Authenticated Copy of the approved layout showing the specific plot, subject matter of these presents.
Annexure "E"	:	List of Common Areas, and Amenities to the provided under these presents.
Annexure "F"	:	Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

IN WITNESS WHEREOF THE VENDOR and the PURCHASER(S) hereinabove named have hereto set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

WITNESSES:

(1) _____

FOR M/s. RAJOLI INFRA PVT. LTD.

.....
(RAJU SHARMA)

(Authorized Signatory)

OWNER / DEVELOPER / PROMOTER

(2) _____

(_____)
PURCHASER(S)/ ALLOTTEE/S