AGREEMENT FOR SALE

MOUZA – KATOL
WITHIN THE JURISDICTION OF SUB REGISTRAR KATOL

As per Govt. Ready Recknor Item No. _____, Page No. _____ @ Rs. _____/- Per Sq. Mtrs.

Market Value Rs. _____/-
Sale Consideration Rs. _____/-
Stamp Duty Rs. _____/- & Registration Fee Rs. _____/- is paid

This Agreement for Sale {'Agreement'} is made and executed on this _____ day of _____ in the year _____ at Katol, Tahsil – Katol, District – Nagpur

BY AND BETWEEN

M/S. LOTUS INFRASPACE DEVELOPERS, A Partnership Firm having its office at Plot No. 992/227, Radhakrishna, Opp. Hanuman Mandir, Near Basket Ball Ground, Shankar Nagar, Tahsil & District: Nagpur 440010 {Permanent Account No. AAJFL7015M, E-mail ID: gcnagpur@hotmail.com} acting through and represented by its Authorized Partners **1) MR. GOPAL S/O. JUGALKISHOR CHANDAK,** Aged about 51 years, Occupation – Business & Agriculturist, Resident of Plot No. 992/227, Radhakrishna, Opp. Hanuman Mandir, Near Basket Ball Ground, Shankar Nagar Nagpur 440010 {Permanent Account No. – AARPC7327F, Aadhaar Card No. 8060 1324 4145, Mobile No. – 9373101314, Email ID : cnagpur@rediffmail.com} & **2) MR. SUDHAKAR S/O. VITTHALRAO KOHALE,** Aged about 54 years, Occupation – Business & Agriculturist, Resident of Plot No. 156 Janki Nagar, Besa Nagpur - 440034 {Permanent Account No. – AFMPK8287J, Aadhaar Card No. 2295 8121 4514, Mobile No. – 9923701660 & Email Id – sudhakarkohale@gmail.com}, (Hereinafter referred to and called as the "**OWNER/DEVELOPER/PROMOTER",** which expression shall, unless repugnant to the context or meaning thereof always mean and include the said Firm and its Partners as well as their respective Heirs, Legal Representatives, Executors Administrators, Successors and Assigns) of the **FIRST PART.**

AND

_____, Aged about ____ Years, Occupation – _____, Resident of _____ {Permanent Account No. _____, Aadhar Card No. _____, Mobile No. _____, Email Id : _____} (Hereinafter referred to and called as the "**PURCHASER(S)/ALLOTTEE(S),** which expression shall unless repugnant to the context or meaning thereof always mean and include the said Purchaser(s) / Allottee(s) as well as his/her/their heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

WHEREAS:

A. DESCRIPTION OF THE LAND & PROPERTY:

(i) The Owner/Developer/ Promoter is absolute owner and in possession of the property comprising of Non-Agriculture Land (Residential) total admeasuring about 3.23 Hectares (7.9786 Acres) comprising of Khasra No. 58/1 admeasuring about 0.27 Hectares (0.6669 Acres), Khasra No 59 admeasuring about 1.71 Hectares (4.2237 Acres) & Khasra No. 61 admeasuring about 1.25 Hectares (3.088 Acres), Patwari Halka No. 44, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights) of Mouza : Katol, Patwari Halka No. 6 Situated at Katol, Tahsil – Katol, District – Nagpur including all easementrary rights appurtenant and belonging thereto {Hereinafter called to and referred as the said 'Land' or 'Project Land'); AND

(ii) The property consisting of Agriculture Land bearing Khasra No. 58/1 admeasuring about 0.27 Hectares (0.6669 Acres), Patwari Halka No. 44 of Mouza – Katol, Mouza No. 32, Land Revenue Rs. 2.05 held in Bhogwatdar Class-1 Rights, Situated at Katol, Tahsil – Katol, District – Nagpur together with all other easementrary rights appurtenant and belonging thereto (Hereinafter called to and referred as the said 'Land bearing Khasra No. 58/1') was owned and possessed by Mr. Gajanan Mahadeorao Raut being his ancestral Property; AND

(iii) Mr. Gajanan Mahadeorao Raut sold the said Land bearing Khasra No. 58/1 to Mr. Nandkishor S/o. Vitthalrao Sahare, Mr. Anil S/o. Champalal Bora, Mr. Sushil S/o. Champalal Bora, Mr. Rajesh S/o. Gokulchand Khivansara, and Mr. Dattatraya S/o. Rambhau Bawaskar, Resident of Sillod, Aurangabad by executing Sale Deed dated 30/01/2013, duly registered in the office of Joint Sub Registrar Katol bearing Document No. 290/2013 on even date; AND

(iv) The property consisting of Agriculture Land bearing Khasra No. 59 admeasuring about 1.71 Hectares (4.2237 Acres), Land Revenue Rs. 13.20 and Agriculture Land bearing Khasra No. 61 admeasuring about 1.25 Hectares (3.088 Acres), Land Revenue Rs. 9.65 both bearing Patwari Halka No. 44 of Mouza – Katol, Mouza No. 32, held in Bhogwatdar Class-1 Rights, Situated at Katol, Tahsil – Katol, District – Nagpur together with all other easementrary rights appurtenant and belonging thereto (Hereinafter called to and referred as the said 'Land bearing Khasra No. 59' and 'Land bearing Khasra No. 61' respectively) was owned and possessed by Mr. Sudhakar S/o. Rambhau Khankhoje, Mr. Satish S/o. Rambhau Khankhoje, Mrs. Pushpa W/o. Kumar Bakshi, Mrs. Tara W/o. Narayan Patil, Mrs. Kumud W/o. Dattatray Joshi, Mrs. Seema Wd/o. Prafulla Khankhoje, Mr. Rohan S/o. Prafulla Khankhoje, Mr. Pranav S/o. Prafulla Khankhoje, Mrs. Kanchan W/o. Shrikant Mahajan, Mrs. Pallavi W/o. Dilip Dhoke, Mrs.. Sarita Wd/o. Prabhakar Khankhoje, Mr. Prashant S/o. Prabhakar Khankhoje, Mrs. Anjali @ Pratima W/o. Vilas Purnapratre being their ancestral Property; AND

(v) Mr. Sudhakar S/o. Rambhau Khankhoje, Mr. Satish S/o. Rambhau Khankhoje, Mrs. Pushpa W/o. Kumar Bakshi, Mrs. Tara W/o. Narayan Patil, Mrs. Kumud W/o. Dattatray Joshi, Mrs. Seema Wd/o. Prafulla Khankhoje, Mr. Rohan S/o. Prafulla Khankhoje, Mr.

Pranav S/o. Prafulla Khankhoje, Mrs. Kanchan W/o. Shrikant Mahajan, Mrs. Pallavi W/o. Dilip Dhoke, Mrs.. Sarita Wd/o. Prabhakar Khankhoje, Mr. Prashant S/o. Prabhakar Khankhoje, Mrs. Anjali @ Pratima W/o. Vilas Purnapratre sold the said Land bearing Khasra No. 59 and Land bearing Khasra No. 61 to Mr. Nandkishor S/o. Vitthalrao Sahare, Mr. Anil S/o. Champalal Bora, Mr. Sushil S/o. Champalal Bora, Mr. Rajesh S/o. Gokulchand Khivansara, and Mr. Dattatraya S/o. Rambhau Bawaskar, Resident of Sillod, Aurangabad by executing two seperate Sale Deeds dated 28/02/2013, duly registered in the office of Joint Sub Registrar Katol bearing Document No. 536/2013 and 537/2013 respectively on even date; AND

(vi) Mr. Nandkishor S/o. Vitthalrao Sahare, Mr. Anil S/o. Champalal Bora, Mr. Sushil S/o. Champalal Bora, Mr. Rajesh S/o. Gokulchand Khivansara, and Mr. Dattatraya S/o. Rambhau Bawaskar sold the said Land bearing Khasra No. 58/1, Land bearing Khasra No. 59 and Land beraring Khasra No. 61 to the Owner/Developer/Promoter by executing three seperate Sale Deeds dated 12/11/2021 duly registered in the office of Joint Sub Registrar Katol bearing Document No. 4262/2021, 4261/2021 & 4260/2021 respectivley on even date; AND

(vii) The said Land bearing Khasra No. 58/1, 59 & 61 total admeasuring about 3.23 Hectares were included in Agriculture Zone of Development Plan of Katol City sanctioned by the Government of Maharashtra vide Urban Development Department's Notification No. TPS-2406/3123/CR-133(A)/2007/UD-9 dated 04/11/2008; AND

(viii) The Katol Municipal Council being the Planning Authority vide its General Body Resolution No. 30 dated 20/12/2021 has resolved to delete the said Land bearing Khasra No. 58/1, 59 & 61 total admeasuring about 3.23 Hectares from Agriculture Zone and to include the same in Residential Zone; AND

(ix) The Owner/Developer/Promoter has complied with all the legal obligations and also deposited premium amount & paid other charges to the Government & other competent Authorities; AND

(x) The said Land bearing Khasra No. 58/1, 59 & 61 total admeasuring about 3.23 Hectares was accordingly added into the Residential Zone of Development Plan of Katol City by way of new entry, sanctioned by the Government of Maharashtra vide Urban Development Department's Notification No. TPS-2422/516/CR-42/2022/UD-9 dated 17/11/2022 under section 37(2) of the Maharashtra Regional and Town Planning Act 1966; AND

(xi) The Owner/Developer/Promoter has decided to develop the Residential Layout on said Land and according started the process of same by carving the various residential plots on the said land; AND

(xii) The said Land bearing Khasra No. 58/1, 59 & 61 total admeasuring about 3.23 Hectares is recommended for Non-Agricultural (Residential) Use and also tentatively recommended for demarcation of layout on said Land in terms of the Order of the Planning Commission & Chief Executive Officer of Municipal Council Katol bearing No. 280/2022 dated 13/12/2022; AND

(xiii) The Owner/Developer/Promoter hereby declares that based on recommended Layout Plan as mentioned above, area under Internal Roads is 6812.80 Sq. Mtrs.; Open Space 3230 Sq. Mtrs., Amenity Space is 3230 Sq. Mtrs and Net area for plots (Plotable Area) is 18251.49 Sq. Mtrs. AND

(xiv) The Owner/Developer/Promoter has decided to develop the said Layout / Project in a Single Phase; AND

(xv) The Owner/Developer/Promoter has decided that the proposed Layout shall be known and styled as '**SHANTAM NAGRI**' (Hereinafter called to and referred as the 'Layout' or 'Proposed Layout' or 'Project'); AND

(xvi) The Owner/Developer/Promoter has entered into a standard Agreement with Aspect Design of Mr. B. P. Gohar, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

(xvii) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of 7'12 extract of Village showing the nature of the title of the Promoters to the project land on which the layout is to be developed have been annexed hereto and marked as Annexure 'A' and 'B', respectively; AND

(xviii) The authenticated copy of approved layout of plots is annexed hereto and marked as Annexure 'C' and approved layout showing the specific plot is annexed hereto and marked as Annexure 'D'; AND

(xix) The details of Common Areas, and Amenities of the said Layout is appended herewith as Annexure 'E'; AND

(xx) The Owner/Developer/Promoter hereby declares that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein and a separate legal entity (Association / co-operative society / Company) of Plot Owners will be formed, which will be responsible for maintenance of the said Layout Project; AND

(xxi) The Owner/Developer/Promoter has absolute and exclusive right to sell the Plots in the said Project / Layout to be developed by it on the said land and to enter into Agreement/s with the Purchaser(s)/Allottee(s) of the Plots and to receive the sale consideration in respect thereof; AND

(xxii) The Purchaser/Allottee has applied to the Promoters for allotment of the Plot in the said Layout / Project; AND

B. TITLE CERTIFICATE: The title of the Owner/Developer/Promoter is duly verified through its Advocate _____ and has certified that the title of the present Owner/Developer/Promoter 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 'A'.

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Owner/Developer/Promoter has the exclusive right of plotting of 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/ Developer Promoter has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, and the same is attached hereto as Annexure 'F'.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying himself/herself/ themselves as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documents of the as specified in the above referred Title opinion Annexure – A and the approved layout of plots, and after inspecting the site and satisfying himself/herself/ themselves 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 hereinafter (hereinafter for the sake of brevity referred to as the "said Plot'), the Purchaser(s) has/have agreed to acquire Plot No. ____ admeasuring about ____Hectare (_____ Sq. Mtrs.), at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the Schedule – 'A' hereunder written and marked in Red on the Plan Schedule 'B'.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser(s) has/ have demanded from the Owner/Developer/Promoter and the Owner/Developer/Promoter has 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, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER(S): The Purchaser(s) has/have before the execution hereof had the time of the Owner/Developer/Promoter thereto 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.

G. CONSIDERATION: After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter 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 be sold by the Owner/Developer/Promoter to the Purchaser(s), as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser(s) has/have 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 - C hereunder written, and which payment is deemed to be the essence of these presents:

NOW THESE PRESENTS 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. Mtrs., and the right to construct thereon as per sanction plans to the Purchaser(s), 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 hereunder 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 cut in the Annexure - E hereunder written;

2. CONSIDERATION:

2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS

As mentioned above, the Owner/Developer/Promoter herein 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 – E at or for the mutually agreed lump sum consideration of Rs…….. only) and the Purchaser(s) shall make the payment of the same

in the name of "....." or such other name as may be specified from time to time by the Owner/Developer/Promoter, and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses. etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser(s) separately as agreed and specified in Schedule - C.

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 effecting necessary payment as per agreed schedule.

2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/ CONSENTING PARTY:

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 thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, 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 Owner/Developer/Promoter, the Purchaser(s) hereby agree/s and bind/s himself/ herself/themselves to pay to the Owner/Developer/Promoter, changes for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser(s), in of the said Layout/Complex, shall form a 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 RIGHTS TO DEMAND SUB-DIVISION:

The Purchaser(s) of the Plot/Plots agreed to be sold hereunder 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.

The 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/Plots hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-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 plots and as and when such Plots are sold to third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER:

The Owner/Developer/ Promoter hereby represents and warrants to the Allottee(s)/Purchaser(s) as follows:

(a) The Owner/Developer/ Promoter 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 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: The promoter has also obtained the necessary N.A. permission from competent authority:

(b) The Owner/Developer/ Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report:

(d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report, there are no prohibitary order for transfer of 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/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/s and common areas;

(f) The Owner/Developer/ Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected:

(g) The Owner/Developer/ 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 Allottee under this Agreement;

(h) The Owner/Developer/ 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 Agreement,

(I) The Owner/Developer/ Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

(k) The Owner/Developer/ Promoter 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 hereto 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 Layout/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 annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, 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 required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. ADDRESS FOR SERVICE:

That all notices to be served on the Allottee(s)/Purchaser(s) and the Owner/Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)/Purchaser(s) or the Owner/Developer/Promoter by Registered I Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee(s)/Purchaser(s)
(Allottee's Address)
Notified Email ID:

M/s. Lotus Infraspace Developers (Owner/Developer/Promoter Name)
Plot No. 992/227, Radhakrishna, Opp. Hanuman Mandir,
Near Basket Ball Ground, Shankar Nagar,

Tahsil & District: Nagpur 440010 (Promoter Address)
Notified Email ID: gcnagpur@hotmail.com

It shall be the duty of the Allottee(s)/Purchaser(s) and the Owner/Developer/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 letters posted at the above address shall be deemed to have been received by the Owner/Developer/Promoter or the Allottee(s)/Purchaser(s), as the case may be.

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, thereunder.

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 Katol / District – Nagpur courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

SCHEDULE – 'A'

ALL THAT piece and parcel of property consisting of land bearing Plot No. ____ admeasuring about _____ Sq. Mtrs. (_____ Sq. Ft.) in the Layout named and styled as "**SHANTAM NAGRI**" to be developed on Non-Agriculture Land (Residential) total admeasuring about 3.23 Hectares (7.9786 Acres) comprising of Khasra No. 58/1 admeasuring about 0.27 Hectares (0.6669 Acres), Khasra No 59 admeasuring about 1.71 Hectares (4.2237 Acres) & Khasra No. 61 admeasuring about 1.25 Hectares (3.088 Acres), Patwari Halka No. 44, Occupant Class 1 (Bhoghwat Dar Warg – I – Bhumiswami rights) of Mouza : Katol, Patwari Halka No. 6 Situated at Katol, Tahsil – Katol, District – Nagpur marked in Red on the Plan Schedule 'B' together with all easementrary rights appurtenant and belonging thereto and also including the right to use the common areas, amenities and facilities provided to the said layout and is bounded as under :

ON THE EAST - _____
ON THE WEST - _____
ON THE NORTH - _____
ON THE SOUTH - _____

IN WITNESS WHEREOF the Parties herein above named have fully examined and read over this Agreement before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at Katol, District - Nagpur in presence of the attesting witnesses

signing as such on the day first above written.

Photo	Left Hand Thumb Impression	Signature
		For M/s. Lotus Infraspace Developers Gopal Jugalkishor Chandak Authorised Partner
		   Sudhakar Vitthalrao Kohale Authorised Partner **OWNER/DEVELOPER/PROMOTER**
		   _____ **PURCHASER / ALLOTTEE**
		   WITNESS NO. 1
		   WITNESS NO. 2

SCHEDULE – 'B'
LAYOUT PLAN HIGHLIGHTING PLOT IN RED

SCHEDULE – 'C'
SCHEUDLE OF PAYMENT OF BALANCE SALE CONSIDERATION OF SAID PLOT

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.