BEFORE THE SUB-REGISTRAR, TAH- KAMTHI

DIST- NAGPUR

AGREEMENT TO SALE

CONSIDERATION OF RS /-

(RS. ONLY)

MARKET VALUE RS. /-

STAMP DUTY OF RS. /--

REGISTRATION CHARGES RS. / -

(Mouza- Nanda, Tah-Kampthee, Dist- Nagpur Vibhag No 05, Rate 24840/- Per Sq. Mtrs. Page No 1175)

THIS AGREEMENT OF SALE is made and Executed at Nagpur on this _____ th day of _____ 2018, **BETWEEN**

M/S. MOTIFCOS INFRABUILD, (PAN No. ABBFM 1447 M), a Partnership Firm, having its Office at Plot NO. 03, Swapnalok Complex, Wardhaman Nagar, Nagpur- 440008, **Acting through its Partners 1] MR. SHRIHARI SHIRAM ADMANE, (PAN. AGBPA 0629 A),** Aged about: 42 years, Occupation : Business, R/O, Plot No. 37, Kadambani Vihar, Near Swami Samrth Mandir, Besa, Nagpur-440037. **2] MRS. JAYA KRISHNA MAHADURE, (PAN. AJKPM 1209 J)** Aged about 40 years, Occupation : Business, R/O Plot No. 23,24, Dagobas Bhawan, Shrikrishna Nagar, Nagpur-440009 (hereinafter called the **VENDORS/ DEVELOPERS/ PARTY NO. 1** which term unless repugnant to the context thereof shall always mean and include the said Partnership firm its partners, their successors, nominees, agents, heirs, legal representative, administrators, executors, and assigns etc.) of the **FIRST PART**;

AND

SHRI _____, (PAN. _____) Aged about ___ years, Occupation : _____, R/O _____. Hereinafter referred to as the **PURCHASERS / PARTY NO. 2,** which term unless repugnant to the context thereof shall always mean and include their legal heirs, successors, nominees, agents, representative, administrators, executors, and assigns etc of the **SECOND PART**;

WHEREAS, **ALL THAT** piece and parcel of the land bearing **Plot No. 10 A, (Gaonthan Plot),** admeasuring about **7750.08 Sq. Ft. (720 Sq. Mtrs)**, situated at **Mouza- Nanda,** within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur was initially belonged to Shri Namdeo Sadu Sonawane.

AND WHEREAS Shri Namdeo Sadu Sonawane sold **ALL THAT** piece and parcel of the land bearing **Plot No. 10 A, (Gaonthan Plot),** admeasuring about **3,400 Sq. Ft. (315.98 Sq. Mtrs)** out of **7750.08 Sq. Ft. (720 Sq. Mtrs)**, situated at **Mouza- Nanda,** bearing **Grampanchyat House No. 1042, P. H. No. 14,** Ward No. 04**,** within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur to **Shri Ramdas Lakshmanrao Kawale**, by virtue of Sale Deed dt. 31/10/2013, which was registered before sub-registrar Kamthi, at **Sr. No. 7505.** on even date; AND

AND WHEREAS, Shri Ramdas Lakshmanrao Kawale applied for sanction of Building Plan, before Nagpur Improvement trust on 25/05/2015 and N.I.T. issued a letter to applicant on 09/02/2016, vide Letter No. 4305, that said property covered under **GAONTHAN LAND** of **MOUZA- NANDA,** Within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur and not under the Jurisdiction of Nagpur Improvement Trust, Nagpur.

AND WHEREAS, in between owner Shri Ramdas Lakshmanrao Kawale sold the said Property to **M/S. MOTIFCOS INFRABUILD, Acting through its Partners 1] MR. SHRIHARI SHIRAM ADMANE, and 2] MRS. JAYA KRISHNA MAHADURE,** by virtue of Sale Deed dt. 24/09/2015, which was registered before sub-registrar Kamthi, at **Sr. No. 4096. and thereafter same was corrected by the both parties by virtue of Correction Deed dt . 17/02/2018, which was registered before** sub-registrar Kamthi, at **Sr. No. 1120 and correction mention in correction Deed.** As such **VENDOR / BUILDER / DEVELOPERS** became the absolute owners of the said property and accordingly firm name was dully mutated in the relevant revenue records.

AND WHEREAS, thereafter **M/S. MOTIFCOS INFRABUILD, Acting through its Partners 1] MR. SHRIHARI SHIRAM ADMANE and 2] MRS. JAYA KRISHNA MAHADURE** applied and Submitted building Plan for sanction before Grampanchyat – Koradi, and Building Plan is approved and duly sanctioned by Koradi Grampanchyat committee, vide **Resolution No. 8/10, on 29/12/2015.**

AND WHEREAS, thereafter VENDOR applied for **GAONTHAN CERTIFICATE** before Tahsildar Kamthi and Office of Hon'ble Tahsildar issued **GAONTHAN CERTIFICATE** after perusal of Patwari Ahawal on 06/09/2016 and Grampanchayat Ahawal on 31/08/2016 in the favour of **M/S. MOTIFCOS INFRABUILD**, Acting through its Partners 1] MR. SHRIHARI SHIRAM ADMANE and 2] MRS. JAYA KRISHNA MAHADURE **on 21/09/2016, Vide Case No. 3/NA. TAH. KAMTHI/KV 309/2016.**

WHEREAS, the Vendor later on decided to develop the Project Land into a "RESIDENTIAL ESTATE" by constructing Multistoried Buildings thereon consisting of various self contained separate Apartments therein; AND

WHEREAS, the Vendor does hereby state and declare that there are no impediments attached to the said Project Land. There are no any Tenants or illegal encroachment on the said Project Land and the Vendor has clear possession of the said Project Land. The said Project Land is freehold property and presently for establishing title no separate permission is required to be obtained from Government or any other Authority;

WHEREAS, the Vendor has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Sub-Registrar, Kampthee, in Book No. 1 **Sr. No.4794, on 12/10/2018** Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title;

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

WHEREAS, the Vendor has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

WHEREAS, the Purchaser has applied to the Vendor for purchase of Apartment No. ____ on _____ Floor in Wing ____ situated in the Building No. _____ being constructed in the _____ phase of the said Project;

WHEREAS, the carpet area of the said Apartment is _____ square meters; Open Balcony area is _____ square meters; Enclosed Balcony area is _____ square meters; Terrace area is _____ square meters.;

WHEREAS, for the purpose of this agreement following areas are defined : Carpet area : As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016,

Carpet area of the apartment is defined as the netusable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in SCHEDULE – "B".

Balcony area : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in SCHEDULE – "B".

Open Terrace Area : For the purpose of this agreement open terrace area is defined as open terrace/ terrace area as shown in the sanctioned building plans by the local authority. Open Terrace area is shown separately in SCHEDULE –"B".

Common Areas : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

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;

WHEREAS, the Vendor has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

WHEREAS, under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Apartment with the Purchaser for the sale in respect of the said apartment and therefore, Vendor and the Purchaser are executing present Agreement as a compliance thereof and they shall also register this Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.

WHEREAS the Purchaser here in above named has satisfied herself/himself/themselves in respect of the VENDORS title to the said property as good, valid and marketable; AND

AND WHEREAS the Vendor has agreed to sell the **ALL THAT** R.C.C. super Structure residential **Apartment/Flat No._____,** Situated on _____ **Floor** admeasuring **Total Built up area of _____ Sq. Mtrs. (_____ Sq. Ft** together with total proportionate **undivided share is ____ %** and to be known and styled as **"AMBAI VILLA"** and standing and constructed on **ALL THAT** piece and parcel of the land bearing **Plot No. 10 A, (Gaonthan Plot),** admeasuring about **3,400 Sq. Ft. (315.98 Sq. Mtrs)**, situated at **MOUZA- NANDA,** bearing **Grampanchyat House No. 1042, P. H. No. 14,** Ward No. 04**,** within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur for total Consideration amount **Rs. _____/- (Rupees _____ Only)** and more particularly described in the **Schedule B** herein under written, purchase the same from the vendor upon the terms and condition contained hereunder.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREBY AS FOLLOWS :

(1) That the VENDOR will sell and the PURCHASER will buy the **ALL THAT** R.C.C. super Structure residential **Apartment/Flat No._____,** Situated on _____ **Floor** admeasuring **Total Built up area of _____ Sq. Mtrs. (_____ Sq. Ft** together with total proportionate **undivided share is ____ %** and to be known and styled as **"AMBAI VILLA"** and standing and constructed on **ALL THAT** piece and parcel of the land bearing **Plot No. 10 A, (Gaonthan Plot),** admeasuring about **3,400 Sq. Ft. (315.98 Sq. Mtrs)**, situated at **MOUZA- NANDA,** bearing **Grampanchyat House No. 1042, P. H. No. 14,** Ward No. 04**,** within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur and more particularly described in the **Schedule B** herein under written.

(2) THAT the total price agreed is of **Rs. _____/- (Rupees _____ Only)** which the Purchaser has specifically agreed to pay to the Vendor in the following manner. The cost so agreed is fixed and the purchaser shall pay the additional charges for additional Construction other than specified in broacher.

MANNER OF PAYMENT

1] Rs._____/- **(Rupees _____ Only)** paid by the purchaser to the Vendor by **Cheque on _____, Vide Cheque No. _____, Drawn on _____, Br- _____, Nagpur.**

2] Rs._____/- **(Rupees _____ only)** shall be paid by the purchaser to the vendor by way of availing Housing Loan through Bank/ Financial Institution as per following Schedule.

TOTAL RS. _____/- (RUPEES _____ ONLY)

THAT the Purchaser agreed that he shall get the loan amount of **Rs. _____/- Rupees _____only)** be released from Bank/ Financial Institution the Following manner:

1) On Plinth Level	**25% of the loan amount i.e. _____/-**
2) On completion of Parking Slab	**20% of the Loan amount i.e. Rs. _____/-**
3) On completion of 1st Floor Slab	**15% of the Loan amount i.e. Rs._____ /-**
4) On completion of 2st Floor Slab	**10% of the Loan amount i.e. Rs. _____/-**
5) On completion of 3st Floor Slab	**10% of the Loan amount i.e. Rs._____/-**
6) On completion of 4st Floor Slab	**5% of the Loan amount i.e. Rs._____/-**
6) Before Starting the Bricks Work	**5% of the Loan amount i.e. Rs. _____/-**
7) Before Starting the Plaster Work	**05% of the Loan amount i.e. Rs. _____/-**
8) At the time of Sale Deed / Possession	**05% of the Loan amount i.e. Rs. _____/-**

THAT the Purchaser shall pay the respective installments is stipulated herein above strictly on the stage mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for payment of each installment is the ESSENCE OF CONTRACT and consequentially therefore this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay the above installment on due stages. It is specifically understood by the Purchasers that no extension of time for payment of any of the installment shall granted by Vendors. In the event of such termination/cancellation of this agreement, the Vendor shall be at full liberty to resell the said Apartment Together with the Undivided share and interest in the said plot of land to any other intending buyer without any further intimation or reference/notice to the purchaser and in such event the Vendors shall within 3 Months from the date of such cancellation return back the amount till then received by it to the Purchasers free of any interest thereon and also after deducing there from a fixed amount of Rs. 1,00,000/- by way of liquidated damage. It is also specially understood by the Purchasers that delay in securing sanction to the Housing Loan, if any, applied for by her/him/them, shall not be a ground for non- payment of the installments on due stages..

(3) The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the said Apartment. The

Purchaser specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc. simultaneously with the payment of each installment.

(4) THAT the Purchaser has satisfied herself/himself/themselves with respect to the Vendor title to the said Property as good, valid and marketable and he has satisfied himself about the Vendor's right to enter into this agreement with the Purchaser.

(5) THAT the said Property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to be the outgoing agreement, restrictions and right if the Vendor and the co-owner of the remaining Undivided share in the said plot of land and the owners of other built-up spaces in the proposed building effecting the same and if any mis-statement error or omission shall be will always be subject to correction by the parties hereto.

(6) THAT it is Understood by the Purchaser that by an Agreement made between the Vendor and the aforesaid Vendor the Former is allowed and permitted to develop the said plot of land and shall remain exclusively in charge of the entire construction of the proposed building in all respect without any let hindrances or interference by the aforesaid Vendors. The Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the Vendor shall erect and build the proposed Multi-Storied building consisting of various self contained separate Apartment therein strictly in accordance with the plan sanctioned by the Building Engineer of the Nagpur Improvement Trust. And Extra / additional facilities shall however be provided by the Vendors at request of the Purchaser subject to extra payment thereof to be made by her/him/them in advance..

(8) THAT, the Vendor has reserved the right to revise the sanctioned plan if necessary subject to approval of the Nagpur Improvement Trust.

(9) THAT the Purchaser has finally chosen to own and possess the said Apartment of the proposed building more particularly described in the SECOND schedule hereunder written.

(10) THAT the Vendor shall complete the said Building and make the Apartment chosen by the Purchaser available for his occupation within a period of **22 MONTHS** from the date of this Agreement.

(11) THAT the Purchaser specifically agree to pay the Sales Tax, Turnover Tax, Works Contract Tax, Service Tax, Value Added Tax, G.S.T. or any other Tax, Fees, Cess etc which is not covered consideration amount on the construction activity or the building materials used and/or wages paid, in respect of the Apartment chosen by the Purchaser either by the Central Government or the State Government or any Local Authority, prospectively or retrospectively, after the date of this Agreement, then in such event the Purchasers hereby agrees to pay the same to the concerned Authorities or the Vendors and shall always keep the Vendor indemnified against the same. The Purchaser also agrees to execute an Indemnity Bond, if required indemnifying the Vendors from the above liabilities before taking possession of his/her Apartment.

(12) THAT the Vendor shall be exclusive in charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances the purchaser shall enter into any building contract in respect of his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by him shall be void and not at all binding upon the Vendor.

(13) THAT during the period of Building Construction the Purchaser with two day's advance intimation to the Vendor may enter upon the said plot of land to inspect the plans, specifications and the Building materials, if available at site.

(14) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other in the said building the Vendor has executed a Deed of Declaration Under Section 2 of the Maharashra Apartment Ownership Act 1970 which is also duly registered in the office of the joint sub-Registrar Nagpur Kamptee at **Sr. No.4794, on 12/10/2018.** The said Deed of Declaration and the Bye-Laws appended thereto shall always remain binding upon the Purchasers.

(15) THAT the Purchaser agrees to incorporate such terms, conditions stipulations and restrictive covenants in the Sale Deed as are not set forth herein but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment owners interest, in accordance with the provision of the Maharashtra Apartment Ownership Act 1970 and the rules made hereunder.

(16) THAT the available open space (excluding the restricted area mentioned in Deed of Declaration) the common areas and facilities as may be provided in the said Building shall be of common use of the all Apartment Owners in the said Building and shall always remain Undivided and no partition or division of any part thereof will be effected or carried out the Purchaser severally or jointly with any other Apartment owners or Owners.

(17) THAT in the event of the Purchaser, committing breach of any of the terms and conditions herein contained, this Agreement shall IPSO FACTO come to an end and the amounts till then subscribed by the Purchaser towards the cost of construction of the Apartment chosen by them shall be refunded to them free of any interest thereon and such event their right to Purchase the Undivided share and interest in the said plot of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor shall be at full liberty to sell the said undivided share and interest in the said plot of land and also the said Apartment to any prospective / intending buyer as may approved by the Vendor without any further notice or reference to the Purchaser.

(18) THAT the Purchaser hereby specifically agrees with the Vendor that even after their taking over possession of the Apartment chosen by them (on receipt of possession letter from Vendors) she / he will not object or prevent or obstruct the Vendor in way carrying on and completing the work of the other Apartment in the said building and keeping building and keeping building material on the available open land.

(18) THAT, the Vendor reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said plot of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilizing and dealing with such additional F.S.I. and in such event, the prospective buyer of such additional F.S.I. and in such event, the prospective buyer of such additional Apartment shall also have all the right of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser that the percentage and proportion of undivided show in the said plot of land shall always be subject to proportion the reduction if some additional Apartment are constructed thereon by the Vendor and in such case the Purchaser shall not claim any proportionate of the cost price of land. The Purchaser also further agree that he will not erect any structure either permanent or temporary on the available open space or on the top / terrace of the said building. The Vendor shall be at liberty to use the balance FSI according to its own choice and the Purchaser shall have no say in the manner the balance FSI to used.

(19) THAT the Purchaser further agree to pay to the Vendor any duties, if any are levied by Government of Maharashtra and Union of India on the cost of construction of the said Apartment on the cost of building materials used including the wages paid therefore or the cost of land as the case may be and shall always keep the Vendor / Confirming against the same.

(20) THAT the Purchaser understands that the agreed cost of construction does not include any liability arising out of provident fund for casual construction workers. Hence if any scheme of provident fund is made applicable to casual construction workers the liability arising out of it shall be born and paid by the Purchaser to the Vendor. For this purpose labour records available with Vendor or the estimation by the architect of the Vendor shall be binding upon the Purchaser.

(21) THAT the Purchaser shall individually pay all corporation taxes and cessess etc. as may believed on the Apartment chosen to them with effect form the date of registration of the Sale deed or form the date of his taking over possession thereof whichever may be earlier. And further agree that he will not use or sub-let the said premises of flat/Apartment for illegal activities explosive storage, Liquor godown and shall not use it for gambling purpose or any other commercial purposes.

(22) THAT the Vendors shall deliver the possession of the said Apartment hereby agreed to be sold to the Purchaser or their nominees at the time of Registration of the Sale Deed which will be done after the entire building proposed to be constructed thereon is completed in all respect and made available for Occupation. On Registration of the Sale Deed pursuant hereto, the Purchaser shall hold the said plot of land jointly with the other Co-Owners thereof including the Vendors and the Apartment chosen by him absolutely with heritable and transferable rights therein.

(23) THAT the Purchaser hereby agrees nor to occupy the said Apartment without prior written permission of the Vendors else shall he treated as a trespasser.

(24) That the common areas and facilities shall be always remaining undivided and no partition or division of any part thereof will be carried out by the Purchaser severally or jointly with any other flat owner or owners and the purchaser shall use the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of any other flat owners.

(25) THAT on obtaining a proper sale Deed relating to the Undivided share and interest in the said plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly

with the other Co-Owners thereof including the Vendor. However, the Apartment chosen by them in the proposed building shall be owned and possessed by them exclusively with heritable and transferable rights therein.

(26) THAT the Purchasers shall pay Electric Meter and Water meter processing and installation Charges to Vendor additionally and Nagar Parishad or any Local Authorities, and M.S.E.B., Water bill expenses and all other dues whatsoever accruing payable in respect of their Undivided share in the said land to the concerned authorities with effect from the date of registration of the Sale Deed onwards and shall always keep the Vendors / Vendors indemnified against such payments.

(27) THAT it is understood by the Purchaser that the Vendor shall display and type of board, signs, banners etc. on any exterior part of building and the Purchaser will neither object / disturb it nor obstruct it's visibility in way. Likewise the vendor can provide the Mobile Tower on Terrace for cell Phones. The Vendor shall not pay nor the Purchaser shall demand any rent etc. for any signs display or Mobile Tower by it.

(28) THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork. It is understood by the Purchaser that shortcoming inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely those due to unequal settlement of footings are likely to occur and will not be treated as defects. Further it is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus two percent variations in dimension shown in the sanctioned plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(29) THAT the Vendor shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the Apartment and proper churn regarding this shall directly be made by the Purchaser to the manufacturer or such items keeping the confirming. Party indemnified against the same. However the Vendor shall install standard proprietary item and shall also see that are properly working at the time of installation.

(30) THAT all notice to be served on the Purchaser as contemplated to this Agreement shall be deemed to have been delivered and served if sent to the Purchaser by registered post or under certificate of posting at their address as described above.

(31) That the purchaser further declares that the Vendor/Vendors shall not be held responsible for any loss or damages suffered by her/him/them against the apartment agreed to be purchased by her/him/them on account of any natural calamity such as earth quake, flood, etc. or act of God

(32) THAT the Purchaser undertakes to notify in writing any changes in their address to the Vendor.

(33) THAT it is agreed by and between the parties hereto that any dispute arising between the parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the parties hereto. The Arbitrators will have the authority and to - (A) Interpret the term of this Agreement (B) To settle the dispute in respect of any aspect regards the construction and sale of the Apartment. (C) To settle the complaints regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the panel of the Arbitrators shall decided the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. The parties specifically agree not to approach any court of law or Consumer Dispute Redressal forum / commission etc. without first availing the Arbitrators proceedings.

(34) THAT all the provisions of Maharashtra Apartment Ownership Act 1970 shall be applicable to this Agreement.

(35) That this Agreement is subject to the jurisdiction of the Competent Civil Court at Nagpur.

(36) THAT all expenses on account of this agreement and the sale deed as well, including the cost of Stamp duty, Registration fees and other Miscellaneous expenses payable thereon have been agreed to be borne and paid by the Purchaser.

SCHEDULE "A"

(FIRST SCHEULE REFERRED TO ABOVE)

ALL THAT piece and parcel of the land bearing **Plot No. 10 A, (Gaonthan Plot),** admeasuring about **3,400 Sq. Ft. (315.98 Sq. Mtrs)**, situated at **MOUZA- NANDA,** bearing **Grampanchyat House No. 1042, P. H. No. 14,** Ward No. 04**,** within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur and bounded over as under:-

EAST : Highway Road,

WEST : House of Shri Banayet

NORTH : House of Shri Dhande

SOUTH : House of Shri Wankhede.

SCHEDULE- B

(SECOND SCHEULE REFERRED TO ABOVE)

(DESCRIPTION OF APARTMENT TO BE SOLD)

ALL THAT R.C.C. super Structure residential **Apartment/Flat No._____,** Situated on **_____ Floor** admeasuring **Total Built up area of _____ Sq. Mtrs. (_____ Sq. Ft** together with total proportionate **undivided share is ____ %** and to be known and styled as **"AMBAI VILLA"** and standing and constructed on **ALL THAT** piece and parcel of the land bearing **Plot No. 10 A, (Gaonthan Plot),** admeasuring about **3,400 Sq. Ft. (315.98 Sq. Mtrs)**, situated at **MOUZA- NANDA,** bearing **Grampanchyat House No. 1042, P. H. No. 14,** Ward No. 04**,** within the limits of Grampanchyat – Koradi, Tah- Kamthi, Dist- Nagpur.

IN THE WITNESS WHEREOF, the parties hereto have signed this **Agreement of sale** on the date, month and year mentioned above in the presence of the following attesting witness.

WITNESSES :

M/S. MOTIFCOS INFRABUILD
Acting through its Managing partner

1._____

_____
1] MR. SHRIHARI SHIRAM ADMANE

_____
2] MRS. JAYA KRISHNA MAHADURE
BUILDER /VENDORS/ PARTY NO. 1

2._____

_____

PURCHASER/PARTY NO. 2