

AGREEMENT TO SELL FOR RS. _____=00
ONLY
(RUPEES _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES
(ASR) RS. _____=00 ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of _____, 2024, BETWEEN :

M/S. SWAMI BUILDERS AND DEVELOPERS, A Partnership Firm having its Corporate Office at Shop No. 1, 2, 3, 4 & 5 on Ground Floor, Tower-A, Pyramid City-VI, Pipla, Besa Pipla Road, Nagpur - 440037, Tahsil and District – NAGPUR, Income Tax Permanent Account No. AEHFS2726L and acting through its Authorized Partner **(1) SHRI. NITIN UPARE S/O MAROTRAO UPARE**, Aged 43 Years, Occupation – Business, Income Tax Permanent Account No. **AAOPU6035F**, **Aadhar Unique Identity No. 2700 4008 0485**, Resident of Flat No.D-301, Godrej Anandam, Near Ganeshpeth Police Station, Ganeshpeth, Nagpur-440018, Tahsil and District - NAGPUR **AND (2) M/S. PYRAMID INFRASTAR LLP**, firm registered with Registrar of Companies under LLP Act vide Registration No. **ACD-6180**, having it's Corporate office at Shop No. 1, 2, 3, 4 & 5 on Ground Floor, Tower-A, Pyramid City-VI, Pipla, Besa Pipla Road, Nagpur - 440037, Tahsil and District – NAGPUR, Income Tax Permanent Account No. ABEFP4783G, acting through it's Authorized Partner **SHRI. SANJAY GOSAVI S/O NAMDEORAO GOSAVI**, Aged 61 Years, Occupation – Business, Income Tax Permanent Account No. ABOPQ7100Q, Aadhar Unique Identity No. 7704 2525 0471; Resident of Plot No. 52, Near Empress Mill Housing Co-Op. Society, NIT Garden, Shree Nagar, Nagpur – 440015, Tahsil and District – NAGPUR, hereinafter called the **VENDOR/DEVELOPER**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **Partnership Firm** and its **Partners**, as well as its legal representatives, liquidators, executors, administrators, successors and assigns of the **FIRST PART**.

AND

MR./MRS./MS. _____, Aged about _____ Years,
Occupation - _____, Income Tax Permanent Account No.
_____, Aadhar Unique Identity No.
_____, Resident of
_____, hereinafter called the
“**PURCHASER**”, which expression shall unless repugnant to the context or meaning
thereof, always mean and include the said “**PURCHASER**”, as well as, her/his
heirs, legal representatives, executors, administrators, successors and assigns of
the **SECOND PART**.

WHEREAS, the Vendor hereinabove named is an exclusive, absolute and full
Owner of the property comprising ALL THAT Piece and parcel of Non-Agricultural
land admeasuring about 24300.00 Sq. Mtrs., out of the land bearing Khasra No. 122
of MOUZA – PIPLA, P. S. K. 38, situate at Village - Pipla, Nagpur, within the limits of
the Nagar Panchayat Besa-Pipla in Tahsil - Nagpur (Rural) and District - NAGPUR
and more particularly described in the **Schedule – “A”** hereunder written
(*hereinafter referred to as “the project land”*)

WHEREAS, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No.
122 of MOUZA – PIPLA, P.S.K. 38, having an area of 2.43 Hectare, Rental Rs.
12.00, held in Occupancy Class-1 Rights, including all kinds of Trees, Shrubs,
Passage, Right of Pathways, Water Courses and all other easementary rights
appurtenant and belonging thereto, situated at Pipla in Tahsil – Nagpur (Rural) and
District – NAGPUR, Originally belonged to Shri. Parasram Mahadev Wagh, being his
separate property and the same is also accordingly mutated in his name in all
relevant record; AND

WHEREAS, the aforesaid Shri. Parasram Mahadev Wagh left for heavenly abode
on 17/07/1997, after his death the aforesaid property devolved in his Widow Smt.
Zingubai Parasram Wagh, 3 Sons namely Shri Murlidhar Parasram Wagh, Shri
Keshao Parasram Wagh and Shri Naresh Parasram Wagh and 4 married daughters
namely Mrs. Nalu Madhavrao Sawai, Mrs. Alka Baba Alsale, Mrs. Malu Uttamrao
Kitkule and Mrs. Sangita Dinesh Dhenge, by way of intestate succession, being the
only legal heirs of the deceased; AND

WHEREAS, the aforesaid Mrs. Nalu Madhavrao Sawai, Mrs. Alka Baba Alsale, Mrs.
Malu Uttamrao Kitkule and Mrs. Sangita Dinesh Dhenge relinquished all their rights,
title, share and interest in the aforesaid property in favour of their mother and
brothers namely Smt. Zingubai Parasram Wagh, Shri Murlidhar Parasram Wagh,
Shri Keshao Parasram Wagh and Shri Naresh Parasram Wagh by virtue of
RELINQUISEMENT DEED dated 24/01/2002, which is duly Registered in the Office
of the Joint Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 605 on even date; AND

WHEREAS, the aforesaid Smt. Zingubai Parasram Wagh, Shri Murlidhar Parasram
Wagh, Shri Keshao Parasram Wagh and Shri Naresh Parasram Wagh lateron
executed a Partition Deed on 09/09/2004 and in terms of which the aforesaid

property comprising Eastern Portion of Kh. No. 122 having an area 1.62 Hectares (4.00 Acre) of Mouza- Pipla came to the share of Smt. Zingubai Parasram Wagh, Shri Murlidhar Parasram Wagh, and Shri Naresh Parasram Wagh and remaining portion of aforesaid land i.e Western Portion of Kh. No. 122 having an area 0.81 Hectares (i.e. 2.00 Acres) of Mouza- Pipla came to the share of Shri Keshao Parasram Wagh and the said Partition Deed is duly registered in the Office of Sub-Registrar, Nagpur-Rural in Book No. 1 at Sr. No. 5838/2004 on 13/09/2004; AND

WHEREAS, by an Agreement dated 24/02/2004 the aforesaid Smt. Zingubai Parasram Wagh, Shri Murlidhar Parasram Wagh and Shri Naresh Parasram Wagh have agreed to sell their land admeasuring 1.62 Hectares (4.00 Acre) to Shri Mukesh Gaurishankar Agrawal, Shri Dinesh Gaurishankar Agrawal, Shri Manish Gaurishankar Agrawal and Smt. Kantadevi Gaurishankar Agrawal upon the several terms and conditions. By the aforesaid Agreement the aforesaid Smt. Zingubai Parasram Wagh, Shri Murlidhar Parasram Wagh and Shri Naresh Parasram Wagh have agreed to execute proper Sale Deed relating to the aforesaid property in favour of the said Shri Mukesh Gaurishankar Agrawal, Shri Dinesh Gaurishankar Agrawal, Shri Manish Gaurishankar Agrawal and Smt. Kantadevi Gaurishankar Agrawal or the nominee(s) appointed by them; AND

WHEREAS, the aforesaid Shri Mukesh Gaurishankar Agrawal, Shri Dinesh Gaurishankar Agrawal, Shri Manish Gaurishankar Agrawal and Smt. Kantadevi Gaurishankar Agrawal dropped the idea of purchasing the said property and after due consultation with the aforesaid Smt. Zingubai Parasram Wagh, Shri Murlidhar Parasram Wagh and Shri Naresh Parasram Wagh, they have jointly transferred the aforesaid property by way of Sale to Shri Balwant Motiram Umalkar, Mrs. Varsha Madhavrao Shembekar, Mrs. Pratima Dilip Rodi, Shri Ravi Madan Kashikar, Mrs. Jaymala Vijay Kashikar, Shri Laxmanrao Pabhakar Aurangabadkar and Mrs. Shubhangi Makrand Saoji jointly, by virtue of Registered Sale Deed dated 05/12/2005, which is duly Registered in the Office of Sub-Registrar, Nagpur-Rural No. 7, in Book No. 1 at Sr. No. 3372/2005 on even date; AND

WHEREAS, the aforesaid Shri Keshao Parasram Wagh had agreed to sell his property admeasuring 0.81 Hectares (i.e. 2.00 Acres) comprising Western Portion of the Kh. No. 122 to M/s Vaishnavi Estate upon the several terms and conditions. By the aforesaid Agreement the aforesaid Shri Keshao Parasram Wagh has further agreed to execute a proper Sale Deed relating to the aforesaid property in favour of the M/s Vaishnavi Estate or the nominee(s) appointed by them. Accordingly a General Power of Attorney dated 10/01/2005 was executed him in favour of the Sandeep Ramdas Pendke and Shri Tushar Chandrabhan Padgilwar, which is duly Registered in the Office of Sub-Registrar, Nagpur-Rural No. 10, in Book No. 1 at Sr. No. 184/2005 on dated 11/01/2005; AND

WHEREAS, the aforesaid M/s Vaishnavi Estate dropped the idea of purchasing the aforesaid property and further contracted to sell the said property to M/s Shrikrushnarpan Builders and Developers. However in turn the said M/s

Shrikrushnarpan Builders and Developers also dropped an idea to purchase the aforesaid property. Subsequently, the aforesaid Shri Keshao Parasram Wagh alongwith M/s Vaishnavi Estate and M/s Shrikrushnarpan Builders and Developers, as Consenters jointly transferred the aforesaid property comprising Western Portion of the Kh. No. 122, admeasuring 0.81 Hectares (i.e. 2.00 Acres) by way of Sale to Shri Balwant Motiram Umalkar, Mrs. Varsha Madhavrao Shembekar, Mrs. Pratima Dilip Rodi, Shri Ravi Madan Kashikar, Mrs. Jaymala Vijay Kashikar, Shri Laxmanrao Pabhakar Aurangabadkar and Mrs. Shubhangi Makrand Saoji jointly, by virtue of Registered Sale Deed dated 05/12/2005, which is duly Registered in the Office of Sub-Registrar, Nagpur-Rural No. 7, in Book No. 1 at Sr. No. 3371/2005 on even date; AND

WHEREAS, consequent upon the death of the aforesaid Shri Balwant Motiram Umalkar his 1/7th share and interest in the said property devolved in his 2 sons namely Shri Vijay Balwant Umalkar and Shri Vishal Balwant Umalkar; AND

WHEREAS, consequent upon the death of the aforesaid Shri Laxmanrao Pabhakar Aurangabadkar his 1/7th share and interest in the said property devolved in his 2 sons namely Shri Manish Laxman Aurangabadkar and Shri Ashish Laxman Aurangabadkar, as a result therefore they had now become the Joint/Co-owners of the aforesaid property comprising Kh. No. 122 of Mouza- Pipla with heritable and transferable rights therein and the same is also accordingly mutated in their names in 7/12 Extract; AND

WHEREAS, the aforesaid Mrs. Varsha Madhavrao Shembekar, Mrs. Pratima Dilip Rodi, Shri Ravi Madan Kashikar, Mrs. Jaymala Vijay Kashikar, Shri Laxmanrao Pabhakar Aurangabadkar, Mrs. Shubhangi Makrand Saoji, Shri Vijay Balwant Umalkar, Shri Vishal Balwant Umalkar, Shri Manish Laxman Aurangabadkar and Shri Ashish Laxman Aurangabadkar have sold ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 122 of MOUZA – PIPLA, PSK No. 38, having an area of 1.62 Hectares, Rental Rs. 8.00, Account/ Khate No. 1187, held in Occupancy Class- 1 Rights, by way of Sale to **SWAMI BUILDERS AND DEVELOPERS**, acting its Authorized Partner **SHRI. NITIN MAROTRAO UPARE**, by virtue of Sale Deed executed on dated 26/12/2020, which is duly registered in the Office of Sub-Registrar, Nagpur-Rural No. 7, in Book No. 1 at Sr. No. 10070/2020 Registered on dated 28/12/2020.

WHEREAS, the aforesaid Mrs. Varsha Madhavrao Shembekar, Mrs. Pratima Dilip Rodi, Shri Ravi Madan Kashikar, Mrs. Jaymala Vijay Kashikar, Shri Laxmanrao Pabhakar Aurangabadkar, Mrs. Shubhangi Makrand Saoji, Shri Vijay Balwant Umalkar, Shri Vishal Balwant Umalkar, Shri Manish Laxman Aurangabadkar and Shri Ashish Laxman Aurangabadkar have sold ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 122 of MOUZA – PIPLA, PSK No. 38, having an area of 0.81 Hectares, Rental Rs. 4.00, Account/ Khate No. 2231, held in Occupancy Class- 1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and

belonging thereto, situated at Pipla in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to **MATOSHREE SOLUTIONS**, acting its Authorized Partner **SHRI. NITIN MAROTRAO UPARE**, by virtue of Sale Deed executed on dated 26/12/2020, which is duly registered in the Office of Sub-Registrar, Nagpur-Rural No. 7, in Book No. 1 at Sr. No. 10071/2020 on dated 28/12/2020.

WHEREAS, the aforesaid SWAMI BUILDERS AND DEVELOPERS, acting its Authorized Partner SHRI. SHYAMSUNDER MITTAL S/O RAMBILAS MITTAL, has acquired ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 122 of MOUZA – PIPLA, PSK No. 38, having an area of 0.81 Hectares, Rental Rs. 4.00, Account/ Khate No. 2231, held in Occupancy Class- 1 Rights, from MATOSHREE SOLUTIONS, acting its Authorized Partner SHRI. NITIN MAROTRAO UPARE, by virtue of Sale Deed dated 02/01/2024, which is duly registered in the Office of Sub-Registrar, Nagpur-Rural No. 7, in Book No. 1 at Sr. No. 51/2024 Registered on dated 02/01/2024,

WHEREAS, some mistake was found in the Sale Deed dated 02/01/2024, therefore the aforesaid SWAMI BUILDERS AND DEVELOPERS had made and executed CORRECTION DEED of ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 122 of MOUZA– PIPLA, PSK No. 38, having an area of 0.81 Hectares, Rental Rs. 4.00, Account/ Khate No. 2231, held in Occupancy Class- 1 Rights, which is duly registered in the Office of Sub-Registrar, Nagpur-Rural No. 7, in Book No. 1 at Sr. No. 3915/2024 Registered on dated 21/03/2024.

WHEREAS, the aforesaid land admeasuring about 24300.00 Sq. Mtrs., out of the land bearing Kh. No. 122, of Mouza – PIPLA is developed as per Development Agreement Dated 08-08-2024 made by and between the Nagar Panchayat Besa-Pipla, Declared by Govt. of Maharashtra, Resolution MUN-2019/NO-240/UD-18 Dated 20-01-2023 Represented by its Administrator/Chief Officer, Nagar Panchayat Besa-Pipla and M/s Swami Builders & Developers through Shri. Nitin Marot Rao Upare and Shri. Shyamsunder Rambilas Mittal And accordingly a Letter to that effect is also issued by the Administrator/Chief Officer, Nagar Panchayat Besa-Pipla, Nagpur vide its Letter No. 1507, Dated 23-08-2024;

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/Shops/Offices 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 is in possession of the project land and it is entitled and enjoined upon to construct building(s) on the project land in accordance with the recitals hereinabove;

WHEREAS, the Vendor has proposed to construct on the project land a various Multistoried Buildings to be known and styled as "PYRAMID AMARA" consists of **Building-2 (Tower-C) & Building-3 (Tower-D)**, (i.e. Towers) consisting of various self contained separate Apartments therein are as follows:

Building-2 (Tower-C) consists of Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor. There is stilt Parking on Ground Floor And there are 8 (Eight) Apartments each on First Floor to First Upper Floors. Thus there are in all 32 (Thirty Two) Apartments in the said **Building-2 (Tower-C)**

Building-3 (Tower-D) consists of Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor and Fourteenth Floor. There is stilt Parking on Ground Floor And there are 8 (Eight) Apartments each on First Floor to Seventh Floor and Ninth Floor to Twelfth Floor and Fourteenth Floor; And there are 7 (Seven) Apartments each on Eighth Floor and Thirteenth Floor. Thus there are in all 110 (One Hundred and Ten) Apartments in the said **Building -3 (Tower-D)**

Thus there are in all 142 (One Hundred and Forty Two) independent and self contained separate Apartments in the said **Building-2 (Tower-C) & Building-3 (Tower-D)**

WHEREAS, the Vendor has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

WHEREAS, the Vendor/Confirming Party has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide Registration No. _____; ***authenticated copy is attached in Annexure 'F'***;

WHEREAS, the Vendor/Confirming Party has appointed Architect Mr. Sanjay Soni, having its office at Flat No.304, Rishabh Apartment, Ganesh Nagar, Near S. D. Hospital, Nagpur-440009, Maharashtra who is duly registered with the Council of Architects at CA/05/36827;

WHEREAS, the Vendor has also appointed the Structural Engineer Mr. Sudesh Malode having their office at 458, Near Medical Square, Chandan Nagar, Nagpur-440009, for structural designs and drawings of the building/s and the Vendor shall accept professional supervision of the Architects and the Structural Engineers till the completion of the building;

WHEREAS, the Vendor has also appointed plumbing engineer Mr. Abhinav Nikam, Plot No.79, Daga Layout, North Ambazari Road, Nagpur-440010 to design the water treatment storage and pipeline infrastructure for the Project;

WHEREAS, the Vendor has also appointed electrical engineer HB Electrical Solutions (Mr. Jitendra Rahangdale), having address at A-92, Ekmat Nagar (Shahu Nagar), Besa Road, Manewada, Nagpur-440034 to design the electrical systems of the Project such as transformers, cabling, wiring, meter room etc.;

WHEREAS, the Vendor has also appointed landscape architect Mr. Sanjay Soni, having its office at Flat No.304, Rishabh Apartment, Ganesh Nagar, Near S. D. Hospital, Nagpur-440009, Maharashtra to design the various landscaping features such as plantation, amenities, entrance gate etc.;

WHEREAS, the Vendor has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor on the Project Land and to enter into Agreement/s with the prospective Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architect Mr. Sanjay Soni 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. The Purchaser has, prior to the execution hereof perused the Title documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser hereby confirms that the Vendor has produced for inspection to the Purchaser, all information and documents and has made full and true disclosure as demanded by the Purchaser and the Purchaser is satisfied with the same and has no further or other information nor disclosure to be required from the Vendor;

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Vendor, authenticated copies of Property card showing the nature of the title of the Vendor to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively;***

WHEREAS, accordingly it prepared a Plan of the said Multistoried Buildings proposed to be constructed on the said Piece of Land and the said entire complex to be collectively known and styled as **"PYRAMID AMARA"** and the same is duly sanctioned and approved by Chief Officer, Nagar Panchayat Besa-Pipla, Nagpur vide its Building Permit No.287937 and Permit No.BPNM/B/2024/APL/00301 dated 30-10-2024 have been ***annexed hereto and marked as Annexure C;***

WHEREAS, the authenticated copies of Floor Plan of the Apartment agreed to be purchased by the Purchaser have been ***annexed and marked as Schedule D;***

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 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, Nagpur - 7, in Book No. 1 at Sr. No. _____ Dated _____. 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, the Vendor/Confirming Party 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 the _____ Floor in Building No. 2 of Tower “_____” of the said entire scheme known and styled as “**PYRAMID AMARA**” situated being constructed of the said Project;

WHEREAS, the Carpet Area of the said Apartment is _____ **square meters**; Open Balcony 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 net usable 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, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing;

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

**NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1. THAT, the aforesaid Project consists of a various Multistoried Buildings to be known and styled as “**PYRAMID AMARA**” consists of **Building-2 (Tower-C) & Building-3 (Tower-D)**,
(i.e. Towers) consisting of various self contained separate Apartments therein are as follows:
Building-2 (Tower-C) consist of Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor. There is stilt Parking on Ground Floor And there are 8

(Eight) Apartments each on First Floor to Fourth Upper Floors. Thus there are in all 32 (Thirty Two) Apartments in the said **Building-2 (Tower-C)**

Building-3 (Tower-D) consist of Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor and Fourteenth Floor. There is stilt Parking on Ground Floor And there are 8 (Eight) Apartments each on First Floor to Seventh Floor and Ninth Floor to Twelfth Floor and Fourteenth Floor; And there are 7 (Seven) Apartments each on Eighth Floor and Thirteenth Floor. Thus there are in all 110 (One Hundred and Ten) Apartments in the said **Building -3 (Tower-D)**

Thus there are in all 142 (One Hundred and Forty Two) independent and self contained separate Apartments in the said **Building-2 (Tower-C) & Building-3 (Tower-D)** to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser, except any alteration or addition required by any Government Authorities or due to change in law.

1.a i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Apartment No. _____ having Carpet Area admeasuring _____ Sq. Meters on _____ Floor in the Building No._____, Tower-_____, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Schedule- D** for the total sale consideration of Rs._____/ - (Rupees _____ Only). After due discussions, diligence and negotiations between the Vendor and the Purchaser, the Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Said Apartment for a lump sum consideration **Rs._____/ - (Rupees _____ Only)** to be paid by the Purchaser to the Vendor towards the said Apartment hereinafter referred to as the "**Consideration amount**". The Vendor specifically declares and the Purchaser hereby understood and agrees that the consideration amount of said Apartment is inclusive of cost of Said Apartment and proportionate price of common areas & facilities which is detailed in **Schedule – "C"**. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.

ii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser **covered parking spaces** bearing Nos 01 admeasuring 120.00 Sq. Ft. having 8.00 ft. length x 15.00 ft. breath x 9.00 ft. vertical clearance and situated at Ground or Stilt or Podium or Basement being constructed in the layout for the consideration of Rs. _____ (Rupees _____ Only).

iii) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____ (Rupees _____ Only).

1.b The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or Application Fee and hereby agrees to pay to the Vendor the balance amount of Rs _____/- (Rupees _____Only) and shall be deposited in RERA Designated Collection Bank Account No. **43539515577**, State Bank of India, Surendra Nagar Branch having IFS Code SBIN0008239 situated at Nagpur. In Addition to the to the above Bank Account, I/we have opened in the same bank, RERA Designated Separate Bank Account No. **43539511628** and RERA Designated Transaction Bank Account having Bank Account No.**43091167861** respectively.

Purchaser hereby agreed to pay to the Vendor the said balance amount in the following manner:-

SCHEDULE – “E”

- i) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
execution of this Agreement.
- ii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Plinth of the building.
- iii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Ground Floor Slab of the building.
- v) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the First Floor Slab of the building.
- vi) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Second Floor Slab of the building.
- vii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Third Floor Slab of the building.

- viii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Fourth Floor Slab of the building.
- ix) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Fifth Floor Slab of the building.
- x) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Sixth Floor Slab of the building.
- xi) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Seventh Floor Slab of the building.
- xii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Eighth Floor Slab of the building.
- xiii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Ninth Floor Slab of the building.
- xiv) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Tenth Floor Slab of the building.
- xv) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Eleventh Floor Slab of the building.
- xvi) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Twelfth Floor Slab of the building.
- xvii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Thirteenth Floor Slab of the building.
- xviii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor on
completion of the Fourteenth Floor Slab of the
building.

xviii) Rs. _____/- (_____) Only
agreed to be paid by the Purchaser to the Vendor at
the time of handing over of the possession of the
Apartment to the Purchaser.

Rs. (RUPEES _____
_____ **ONLY)**

1.c 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 Goods of Service Tax (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.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor and to credit the same in the appropriate account of Income Tax Department.

1.e 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ___% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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 during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Vendor.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

1.h The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement..

1.i The Purchaser do hereby authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust her/his payments in any manner.

2.1 THAT, the Vendor hereby 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 Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations

under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above. (**“Payment Plan”**).

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 51628.06 Square Meters only and Vendor has planned to utilize Floor Space Index of 17476.76 Square Meters by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of None as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only. However, the area may increase if there is any additional F.S.I./ T.D.R applicable at a later date.

4.1 If the Promoter Party fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter Party agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter Party, interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Allottee to the Promoter Party. under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter Party.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of 15 days of such notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.

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 or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Vendor in the said building and the Apartment as are set out in **Annexure - 'D', annexed hereto**.

6. The Vendor shall give possession of the Apartment to the Purchaser on or before 31st Day of December, 2032, but subject however subject to grant of necessary electric and water connections or supply and also subject to the Government restrictions, strike or any notice, order, rule, notification of the Government and / or other public or competent authority or any cause beyond the control of the Vendor any other reasonable cause and the Purchaser agree to ignore reasonable delay in getting possession due to any of the above mentioned reasons and / or for any reason beyond the control of the Vendor. If the Vendor fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Vendor shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Maintenance Charges, Club House/Gym, Legal Expenses, Stamp Duty and Registration Fees and GST, etc. are paid by the Purchaser in full to the Vendor hereto.

Provided further that the Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

If the Vendor completes the construction before time, then the Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

7.1 Procedure for taking possession – The Vendor upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the

possession of the Apartment to the Purchaser in terms of this Agreement to be taken within **3 (Three) months from the date of issue of such notice** and the Vendor shall give possession of the said Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Association of Purchasers, as the case may be.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy.

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Vendor.

7.5 THAT on obtaining the 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. However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

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 or by utilizing the Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilizing and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments shall also have all the rights 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 understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by

the Vendor and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Vendor and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

7.6 Failure of Purchaser to take Possession of Apartment : Upon receiving a written intimation from the Vendor as per clause (8.1) the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Apartment to the Purchaser. If the Purchaser fails to take the possession of the apartment within such period then the Purchaser shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor. Further Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Developer or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.

7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

The maintenance of Apartment is the primary responsibility of the Purchaser and she/he/they shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbours and for the building structure.

The Purchaser shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to

be done anything in or to the building in which the Apartment is situated or the Apartment 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 Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Society or the Limited Company

The Purchaser shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.

7.8 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

8.1 The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential He shall use the parking space only for purpose of keeping or parking vehicle.

8.2 The Purchaser along with other Purchaser(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor 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 fill in, sign and return to the Vendor within **seven days of the same being forwarded by the Vendor to the Purchaser**, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

8.3 THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor.

9 The Vendor shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated

9.1 Where a Co-operative Housing Society....., The Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which fifty□one per cent of the total number of allottees in such a building or a wing have booked their apartment.

9.1(i) "Where a Promoter, then the Promoter shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause(i) of Sub-rule (1) of rule 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.

9.1(ii) 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/OriginalOwner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.2 THAT the Purchaser agrees to incorporate such terms and 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 interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the 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 by the Purchaser severally or jointly with any other Apartment Owner or Owners.

9.4 The Vendor shall, after execution of Sale Deeds of all the Apartments in the said Building, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.5 The Vendor shall maintain the building/Township for a period of 2 (TWO) years from the date of Intimation of Possession. It is clearly understood by the Purchaser that the Vendor shall not be liable for providing the maintenance of said building/Township beyond the stipulated period of 2 (TWO) years and thereafter the said project will be handed over to the Society/Association as may be formed by the Purchasers and thereafter the Purchasers shall pay the maintenance charges to the said Society/Association as decided by the said Society/Association.

9.6 The Purchaser shall on or before delivery of possession of the said Apartment keep deposited with the Vendor, the following amounts :-

- (i) Rs..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs.....for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

- (iv) Rs.....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs.....for Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs..... for deposits of electrical receiving and Sub Station provided in Layout.

9.7 The Purchaser shall pay to the Promoter a sum of Rs..... for meeting all legal costs, charges And expenses, including professional cost of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye- laws and the cost of preparing and engrossing the conveyance or assignment of lease.

9.8 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/ wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR :

The Vendor hereby represents and warrants to the Purchaser as follows :

- i. The Vendor 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 Vendor 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. The Vendor shall have every right to change and appoint any new consultant as per his discretion & choice.
- iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- v. 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;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals,

licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor 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;

vii. It is specifically understood and agreed by the Purchaser that the prospectus other advertising material published by the Vendor's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor's and Purchaser. The details mentioned in **Schedule – "C"** and **Schedule – "D"** hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

viii. The Vendor 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 Purchaser created herein, may prejudicially be affected;

ix. The Vendor and/or Vendor 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 Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;

x. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

xi. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.

xii. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

xiii. The Vendor 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 till the date of completion of the said project.

xiv. 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 Vendor and/or the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

xv. The Purchaser is fully aware that water connection for said Scheme is not yet obtained from Nagar panchayat/water work department and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Vendor will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Municipal Corporation/sanctioning authority/ Vendor indemnified at all times.

xvi. The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Vendor or the Association/ Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

11. The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-

- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated 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 staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iv. To carry out at her/his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Association of the Apartment Owners.
- vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- ix. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- x. 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 user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.

- xi. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor.
- xii. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiv. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xv. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Vendor shall bear and pay the proportionate of regular Maintenance Charges payable for such unsold Apartments.

12. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12 A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be

paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.".

13. Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.

14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

15. After the Vendor executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

16. **BINDING EFFECT** : Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

17. **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.

18. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

20. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder 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.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the Apartment in the said Project.

22. 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.

23. PLACE OF EXECUTION : The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

24. The Purchaser and/or Vendor shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit

prescribed by the Registration Act and the Vendor will attend such Office and admit execution thereof.

25. Vendor specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of M/s. Swami Builders and Developers or by electronic mode of transfer.

NEFT/ RTGS details are as under:

- i. Account Holder Name : M/s. Swami Builders and Developers
- ii. Bank Name : State Bank of India
- iii. Branch : Surendra Nagar, Nagpur
- iv. Account Number : 43539515577
- v. IFSC code : SBIN0008239
- vi. Account type : Current A/c

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

Name of Purchaser
(Purchaser's Address)

Mo. No.

Notified Email ID :

M/S. SWAMI BUILDERS AND DEVELOPERS

Shop No. 1, 2, 3, 4 & 5 on Ground Floor, Tower-A, Pyramid City-VI, Pipla, Besa Pipla Road, Nagpur - 440037, Tahsil and District – NAGPUR,
Notified Email ID :

It shall be the duty of the Purchaser and the Vendor 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 Vendor or the Purchaser, as the case may be.

27. JOINT PURCHASERS : In case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

28. STAMP DUTY AND REGISTRATION : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

- 29. DISPUTE RESOLUTION :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 30. GOVERNING LAW :** 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 Competent Civil Court at NAGPUR will have the jurisdiction for this Agreement.
- 31. RULE REGARDING BALCONIES:** That it is agreed & understood that the purchaser will not enclosed the Open Balconies & scrupulously follow the mandatory condition under clause 41.14 UDCPR regarding Balcony shall not Enclosed.
- 32. THAT** for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

Annexure '1'

The facilities/amenities provided in the building and/or provided in the common areas and /or in the layout as the case may be, shall be specifically listed/mentioned in the Second Schedule at the model form of agreement provided at Annexure 'A' under Rule 10 of the Rules in the manner as enumerated hereunder:

SCHEDULE ABOVE REFERRED TO

A) Description of the common areas provided:

Sr. No.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1	Swimming Pool	31/12/2032	31/12/2032	150.500 SQ.M
2	Club House	31/12/2032	31/12/2032	240.201 SQ.M
3	Gym	31/12/2032	31/12/2032	188.328 SQ.M

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

Sr. No.	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
1	Water Supply	Pyramid Amara	31/12/2032	31/12/2032	180.21 SQ.M	free of FSI
2	Sewerage (Chamber Lines, STP)	Pyramid Amara	31/12/2032	31/12/2032	195.56 SQ.M	free of FSI
3	Storm Water Drains	Pyramid Amara	31/12/2032	31/12/2032	800.00 SQ.M	free of FSI
4	Rain Water Harvesting/W ater Conservation	Pyramid Amara	31/12/2032	31/12/2032	50.00 SQ.M	free of FSI
5	Fire protection & Fire safety requirements	Pyramid Amara	31/12/2032	31/12/2032	62.00 SQ.M	free of FSI
6	Electrical Meter Room, Sub Station, receiving Station	Pyramid Amara	31/12/2032	31/12/2032	250.00 SQ.M	free of FSI

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

Sr. No.	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
	NA					

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.

Sr. No.	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
	NA				

E) Details and specifications of the lifts:

Sr. No.	Type Lift (passenger/service /stretcher/goods/fi re evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	Passenger Lift	2 Nos	12 Passenger	1.5 mtr/sec
2	Stretcher Lift	2 Nos	12 Passenger	1.5 mtr/sec
3	Fire Lift	2 Nos	8 Passenger	1.5 mtr/sec

Note:

- At 'A': to provide the details of the common areas provided for the project.
- At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.
- At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.
- At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/ PG etc.) provided/to be provided within the plot and/or within the layout.
- At 'E': to provide the details and specifications of the lifts.

SCHEDULE – “A” ABOVE REFERRED TO
Description of the Project land

ALL THAT Piece and parcel of Non-Agricultural land bearing Khasra No. 122, admeasuring about 24300.00 Sq. Mtrs., of MOUZA – PIPLA, P. S. K. 38, situate at Village - Pipla, Nagpur, within the limits of the Nagar Panchayat Besa-Pipla in Tahsil - Nagpur (Rural) and District - NAGPUR and bounded as under:

- ON THE EAST - BY KH. NO. 119, 120 & 121
- ON THE WEST - BY KH. NO.123
- ON THE NORTH- BY 24.00 MTRS. WIDE DP ROAD
- ON THE SOUTH- BY KH. NO. 124

SCHEDULE – “B” ABOVE REFERRED TO

Description of the Apartment

Name of Building : PYRAMID AMARA, BUILDING - ____ (TOWER – ____)

Apartment No.	Floor	Carpet Area in Sq. Mtr.	Open Balcony in Sq. Mtr.	Undivided Share in Land (%)

The said Apartment is bounded as under :

ON THE EAST : BY _____
ON THE WEST : BY _____
ON THE NORTH : BY _____
ON THE SOUTH : BY _____

SCHEDULE – “C” ABOVE REFERRED TO

[Description of common areas and facilities]

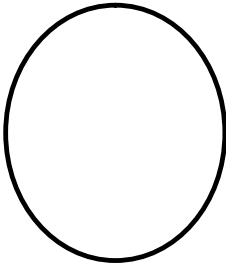
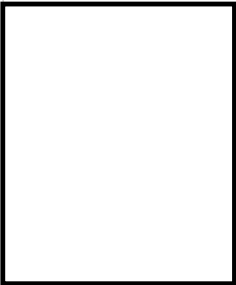
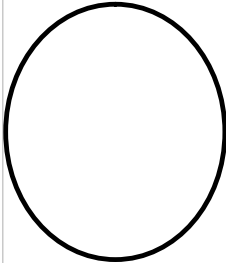
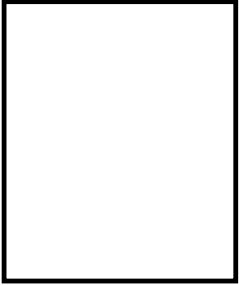
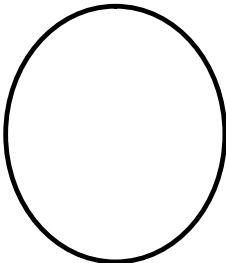
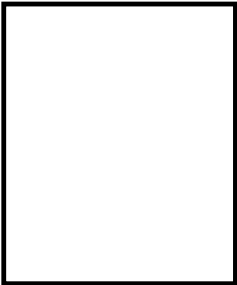
(I) FOR BUILDING -2 (TOWER - C) AND BUILDING -3 (TOWER - D)

- a) The parcel of land described in paragraph FIRST of this Deed.
- b) Entrance Gate(s) is provided to Building-2 (Tower-C) & Building-3 (Tower-D) for ingress and egress of the Apartment Owners.
- c) Covered Parking Facility is provided.
- d) Common passage leading to the Stair Ways.
- e) The following facilities located throughout the Building-2 (Tower-C) & Building-3 (Tower-D)
 - i. 1 (ONE) Staircase & 1 (ONE) Fire Staircase is provided to each Building.
 - ii. Sump with Electric Motor and Pump.
 - iii. Plumbing net work, throughout the Building-2 (Tower-C) & Building-3 (Tower-D)
 - iv. Electric wiring network throughout the Building-2 (Tower-C) & Building-3 (Tower-D).
 - v. Necessary light and public water connections.
 - vi. 1 (ONE) separate Overhead Water Tank for each Building.
 - vii. 2 (Two) Lift for passengers with Back-up arrangement and 1 (ONE) FIRE Lift are provided for each Building.
 - viii. The foundation and main walls, columns, beams and roofs of the buildings as described in the plan which forms a part of this Deed as Exhibit-A hereof.

SCHEDULE – “D” ABOVE REFERRED TO

(Authenticated copies of the Floor plans)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. SWAMI BUILDERS AND DEVELOPERS (NITIN MAROTRAO UPARE) PARTNER <u>VENDOR</u>
02			FOR M/S. SWAMI BUILDERS AND DEVELOPERS (M/s. Pyramid Infrastar LLP acting through it's Partner Shri. Sanjay Namdeorao Gosavi) <u>VENDOR</u>
03			(_____) <u>PURCHASER</u>

WITNESSES :

(1) _____

(2) _____

ANNEXURE – A

Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor to the project land).

ANNEXURE –C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE –D
SPECIFICATIONS OF THE APARTMENT

Structure:-

1. Earthquake resistance RCC frame structure

Kitchen:-

1. Kitchen Granite platform with one stainless steel sink
2. Designer tile dado up to 3 ft above kitchen platform
3. Provision for exhaust fan
4. Vitrified tiles.

Electrification:-

1. Concealed copper wiring with circuit breakers (ISI Marked)
2. Adequate electrical points with modular switches
3. TV Point in Drawing Hall and Bed Rooms
4. AC Point in Drawing Hall and Bed Rooms
5. Aqua guard point in kitchen
6. Geyser point in Toilet/Bathroom
7. Electric point for Kitchen chimney
8. Inverter Point

Doors, Windows & Balconies:-

1. Wooden Door frame for main door with laminated door
2. Anodized/Powder coated aluminum sliding windows
3. Flush door in toilet & balcony with RCC frame
4. Flush door with wooden door frame for bedrooms
5. Video Door Phone
6. SS frame with Glass Railing in Balcony of Drawing hall and Bed Rooms

Toilet/Bathroom:

1. Toilet/Bathroom sanitary fittings of jaguar or equivalent brand
2. CP fitting of jaguar or equivalent brand
3. Anti-skid floor tiles in toilet
4. Toilet wall tiles upto 8ft hight
5. Wall hung commode with metro pole

Internal Finish:-

1. 4 x 2 vitrified tiles flooring
2. 2 x 2 Anti-skid tiles flooring in Balcony

Water:-

1. Adequate storage tank with bore well & Corporation water

Painting:-

1. Inside wall painting- Acrylic Emulsion paint with putty
2. External Wall Painting- Whether shield paint

Fire Protection:-

1. Cease fire provision in each floor
2. Equipped with fire system devices/extinguisher

3. Refuse chute

ANNEXURE – E

(Common Facilities of Project),

1. Club House
2. Garden and Children Play Area
3. Swimming Pool

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)