AGREEMENT TO SELL FOR RS. ONLY

(RUPEES ONLY)

MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made and executed at NAGPUR on this _____ Day of MAY, 2014 BETWEEN : M/s. PYRAMID ARCADES PRIVATE LIMITED, A Company duly Incorporated under the Companies Act, 1956, bearing Incorporation Certificate No. U70102 MH 2009 – PTC 191417, having its Registered Office at Plot No – 78 Rachana Classic, Abhiyankar Nagar, Opp. Indian Oil Petrol Pump, Nagpur–440010 (Income Tax PAN AAFCP-2753-D), and acting through its Authorised Director SHRI. PRADIP S/o DINKAR TATAWAR, Aged 49 Years, Occupation – Business, (Income Tax PAN AAVPT-2028-E), Resident of Apartment No. 402, J.P. Heights, Byramji Town, Nagpur, 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 COMPANY and its DIRECTORS, as well as its legal representatives, liquidators, executors, administrators, successors and assigns of the ONE PART.

AND

Contd. . .

MRS./SHRI _____ W/o-S/o _____, Aged about _____ Years, Occupation - _____, (Income Tax PAN _____), Resident of Plot No. _____ Nagar, Nagpur Tahsil and District – NAGPUR, 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 OTHER PART.

WHEREAS the Vendor hereinabovenamed is an exclusive, absolute and full Owner of the property comprising ALL THAT piece and parcel of Amalgamated Non-Agricultural land bearing Kh./Survey No. 156/3, 156/4 and 156/5, having an area of 1.71 Hectares (i.e. 17100 Sq. Mtrs.), Rental Rs. 6.38 held in Bhogwatdar Class-1 Rights of Mouza – PIPLA, P.S.K. 38, including all other easementary rights appurtenant and belonging thereto, situated at Village – PIPLA, in Tahsil – NAGPUR (RURAL) and District – NAGPUR; AND

WHEREAS ALL THAT piece and parcel of Agricultural land bearing Kh./Survey No. 156, having an area of 6.12 Hectares, Rental Rs. 22.75, held in Bhogwatdar Class-1 Rights of Mouza - PIPLA, P.S.K. 38, Mouza No. 256, Thak No. 389, including all types of shrubs, Trees, passage, right of way, path ways, water courses and all other easementary rights appurtenant and belonging thereto, situated at Village – PIPLA, in Tahsil – NAGPUR (RURAL) and District – NAGPUR, Originally belonged to (1) Shri Bala S/o Ajabrao Bhoyar and (2) Shri Ramesh S/o Ajabrao Bhoyar jointly, being their separate and self acquired property, having purchased the same by them jointly from one Shri Haribhau S/o Zadbaji Bhende and others by a Sale Deed Dated 10-05-1974, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2355 on even date; AND

WHEREAS the aforesaid Shri Bala Ajabrao Bhoyar and Shri Ramesh Ajabrao Bhoyar lateron jointly transferred a piece of Agricultural land having an area of 0.80 Hectare (OR 2.00 Acres) out of the aforesaid Kh. No. 156 by way of sale to Shri Vilas S/o Prabhakarrao Bhusari, by a Sale Deed 3-10-2001, which is duly registered at the Office of the Sub-Registrar, Nagpur Rural – 10 in Book No. 1 at Sr. No. 1245 on even date. The said property has now renumbered as Kh./Survey No. 156/3; AND

WHEREAS the aforesaid Shri Bala Ajabrao Bhoyar and Shri Ramesh Ajabrao Bhoyar further jointly transferred a Piece of Agricultural land having an area of 0.81 Hectare (OR 2.00 Acres) comprising the Southern Portion out of the aforesaid Kh. No. 156 by way of sale to Shri Pankaj S/o Prabhakarrao Bhusari, by a Sale Deed 18-10-2002, which is duly registered in the Office of the Sub-Registrar, Nagpur Rural – 10 in

Contd. . .

Book No. 1 at Sr. No. 6001 on even date. The said property has now renumbered as Kh./Survey No. 156/5; AND

WHEREAS in the like manner the aforesaid Shri Bala Ajabrao Bhoyar and Shri Ramesh Ajabrao Bhoyar lateron in their turn jointly transferred the remaining Piece of Agricultural land having an area of 0.91 Hectare (OR 2.25 Acres) out of the aforesaid Kh. No. 156 by way of sale to (1) Shri Sandeep S/o Prabhakarrao Bhusari, (2) Mrs. Smita W/o Vilas Bhusari and (3) Mrs. Renuka W/o Pankaj Bhusari, jointly by a Sale Deed 03-12-2003, which is duly registered at the Office of the Sub-Registrar, Nagpur Rural – 10 in Book No. 1 at Sr. No. 4874 on even date. The said property has now renumbered as Kh./Survey No. 156/4; AND

WHEREAS the aforesaid (1) Shri Vilas Prabhakarrao Bhusari, (2) Shri Sandeep Prabhakarrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Pankaj Bhusari and (5) Shri Pankaj Prabhakarrao Bhusari later on amalgamated their aforesaid respective pieces of Agricultural lands bearing Kh. Nos. 156/3, 156/4 and 156/5 into single unit by executing a Deed of Amalgamation on 16-10-2007 and the said Deed is duly registered at the Office of the Joint Sub-Registrar, Nagpur No. 7, in Book No. 1 at Sr. No. 5976. After executed the Deed of Amalgamation, the area of the entire land becomes 2.52 Hectares; AND

WHEREAS the aforesaid (1) Shri Vilas Prabhakarrao Bhusari, (2) Shri Sandeep Prabhakarrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Pankaj Bhusari and (5) Shri Pankaj Prabhakarrao Bhusari lateron transferred 0.81 Hectare of land out of the said total extent of 2.52 Hectares of land by way of sale to (i) Shri. Bhagwantrao S/o R. Narayanrao (ii) Shri. K. Vasant Reddy S/o Deva Reddy, by a Sale Deed Dated 27-03-2008, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1732 on even date. As a result therefore the aforesaid Shri Vilas Prabhakarrao Bhusari and 4 others became the Joint/Co-Owners of the remaining Amalgamated land of 1.71 Hectares, situated at Village – Pipla in Tahsil – Nagpur (Rural) and District – Nagpur with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records and also on 7/12 extract; AND

WHEREAS by an Agreement the aforesaid Shri Vilas Prabhakarrao Bhusari and 4 others have jointly agreed to sell their aforesaid property bearing Kh. No. 156/3, 156/4 and 156/5 having an area of 1.71 Hectares, situated at Village – Pipla in Tahsil – Nagpur (Rural) and District – Nagpur to Shri Sunil Charandas Somkumar, upon the several terms and conditions contained therein. By the same Agreement they have further specifically agreed to execute a Sale Deed relating to their aforesaid property either in favour of the said Shri Sunil Charandas Somkumar or the nominee(s) appointed by him; AND

Contd. . .

WHEREAS the said Shri Sunil Charandas Somkumar lateron dropped an idea of purchasing the said property and he further requested the aforesaid the then Owners namely Shri Vilas Prabhakarrao Bhusari and 4 others to execute a proper Sale Deed relating to the said property in favour of M/s. Pyramid Arcades Private Limited, the Vendor hereinabovenamed being his nominee; AND

WHEREAS considering the request of the said Shri Sunil Charandas Somkumar and the Vendor abovenamed being his nominee, the aforesaid the then Owners namely (1) Shri Vilas Prabhakarrao Bhusari, (2) Shri Sandeep Prabhakarrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Pankaj Bhusari and (5) Shri Pankaj Prabhakarrao Bhusari alongwith Shri Sunil Charandas Somkumar lateron jointly transferred/sold the aforesaid property by way of sale to M/s. Pyramid Arcades Private Limited, the Vendor Company hereinabove named by a Sale Deed dated 07-06-2012, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur Rural No. 7, in Book No. 1 at Sr. No. 3029 on even date. The said Sale Deed is also duly signed by Shri Sunil Charandas Somkumar in the capacity of Consenter. As a result therefore the Vendor hereinabove named has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records; AND

WHEREAS, the development of the said layout of the aforesaid land comprising Kh. Nos. 156/3, 156/4 and 156/5 are also duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement dated 16-05-2013 made between the Vendor above named and the Nagpur Improvement Trust, Nagpur; AND

WHEREAS, accordingly the Vendor has prepared a layout of the aforesaid land by carving out one independent Plot therein and also provided an Open Space, space for amenities, under Roads etc. and the said layout is duly sanctioned and approved by the Assistant Director, Town Planning, Nagpur Improvement Trust, Nagpur; AND

WHEREAS, the aforesaid entire land comprising Kh. Nos. 156/3, 156/4 and 156/5 are converted for Non-Agricultural Use by the Collector, Nagpur vide his Order dated 12-12-2012 passed in Revenue Case No. 134/NAP-34/2012-2013 of Mouza – PIPLA.; AND

WHEREAS the Vendor/Developer Company later on decided to develop the aforesaid entire Amalgamated land bearing Kh./Survey No. 156/3, 156/4 and 156/5 having an area of 16800 Sq. Mtrs. of Mouza – PIPLA, P.S.K. 38, situate at Village – Pipla, within the limits of the Gram Panchayat – Pipla, in Tahsil – Nagpur (Rural) and District – Nagpur into a RESIDENTIAL ESTATE by constructing various separate Row Houses/Multistoried Buildings, each consisting of various self contained separate Apartments therein; AND

Contd. . .

WHEREAS accordingly it prepared a Plan of the said Row Houses/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 CITY-V” and the same is duly sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(Metro)/South/Nagpur (Rural)/Case No. MB3258/20130620567/397 dated 03-02-2014; AND

WHEREAS the Purchaser hereinabove named has satisfied herself/himself in respect of the Vendor’s title to the said property as good, valid and marketable; AND

WHEREAS the Purchaser has seen the approved Plan of the proposed Multistoried Buildings; AND

WHEREAS the Purchaser being desirous of owning an Apartment for her/his Residential use in the said Multistoried building with heritable and transferable rights therein has approached the Vendor and expressed her/his desire and willingness to purchase the Undivided proportionate share and interest in the said Plot of land TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR of a building proposed to be constructed thereon and known and styled as PYRAMID CITY-V-“TOWER-_____” out of complex to be known and styled as “PYRAMID CITY-V” after detailed negotiations the Vendor has agreed to sell the same to the Purchaser and the Purchaser has specifically agreed to purchase the same agreeing interalia to pay, provide and contribute the entire cost of construction thereof to the Vendor upon the following terms and conditions.

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

(1) THAT the VENDOR will SELL and the PURCHASER will BUY THE UNDIVIDED _____ PERCENT share and interest in ALL THAT piece and parcel of Amalgamated Non-Agricultural land bearing Kh./Survey No. 156/3, 156/4 and 156/5, having an area of 16800 Sq. Mtrs. of Mouza – PIPLA, P.S.K. 38, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area (Super Built-up area of _____ Sq. Mtrs.) on the _____ FLOOR out of a building proposed to be constructed thereon and known and styled as “PYRAMID CITY-V-“TOWER-_____” and out of the entire complex known as PYRAMID CITY-V situate at Village - Pipla, Nagpur, within the limits of the Grampanchayat Pipla in Tahsil – Nagpur (Rural) and District - NAGPUR and more particularly described in the FIRST and SECOND Schedules hereunder written.

(2) THAT the total price agreed is Rs. _____/- (Rupees _____) Only, which the Purchaser has specifically agreed to

Contd. . .

pay to the Vendor/Developer in the following manner. The cost so agreed is fixed and not subject to any increase inspite of rise in prices of various building materials over the basic rates.

MANNER OF PAYMENT :-

Rs. _____ (Rupees _____) Only paid by the Purchaser to the Vendor/Developer as Earnest Money by Cheque No. _____ Dated _____, Drawn on _____, Nagpur, at the time of booking, the receipt whereof is hereby acknowledged by the Vendor.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after completion of Plinth.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Ground Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of First Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Second Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Third Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Fourth Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Fifth Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Sixth Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer after casting of Seventh Floor Slab.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor/Developer on or before taking over actual possession of the chosen Apartment.

Rs. _____ (TOTAL RUPEES _____ONLY).

Contd. . .

==========

*THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the stages mentioned above. It is specifically understood and agreed by the Purchaser that the time so stipulated for Payment of each installments is of the ESSENCE OF CONTRACT and consequentially therefore this agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due stages. It is specifically understood by the Purchaser that no extension of time for payment of any of the installments shall be granted to her/him by the Vendor/Developer. In the event of such termination/ cancellation of this Agreement, the Vendor/Developer shall be at full liberty to resell the said Apartment Togetherwith the Undivided proportionate share and interest in the said Piece of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Vendor/Developer shall within 3 (Three) Months from the date of such cancellation return back the amounts till then received by it to the Purchaser free of any interest thereon and also after deducting there from a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages. It is also specifically understood by the Purchaser that delay in securing sanction to the Housing Loan, if any, applied for by her/him shall not be a ground for non payment of any of the installments on due dates/stages.

(3) THAT the Undivided _____Percent share and interest in the said Piece of land hereby agreed to be sold is free from encumbrances of all kinds whatsoever.

(4) THAT the Purchaser has satisfied herself/himself with respect to the Vendor's title to the said property as good, valid and marketable and she/he has accepted the same without any further investigation.

(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 the outgoing agreements, restrictions and right of the Vendor/Developer and the other co-owners of the remaining Undivided share in the said Piece of land and the Owners of other built-up spaces/premises in the proposed Scheme affecting the same and if any mis-statement, error or omission shall be discovered, the same 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 or omission will always be subject to correction by the parties hereto.

(6) THAT it is understood by the Purchaser that the Vendor/Developer hereinabove named is an exclusively in-charge of the entire construction of the proposed building in all respects without any let, hindrance or interference any body

Contd. . .

else. However the Purchaser shall also not interfere in any manner whatsoever in this behalf.

(7) THAT the Vendor/Developer shall erect and build the proposed Row Houses and various Multistoried buildings, each consisting of various self contained separate Apartments therein in accordance with the Plan sanctioned by the Building Engineer (Metro), Nagpur and the specifications mentioned in ANNEXURE-A appended hereto. No deviations shall be made in the sanctioned Plan. Extra/Additional facilities shall however be provided by the Vendor at the request of the Purchaser subject to extra payment thereof to be made by her/him in advance.

(8) THAT the Vendor/Developer has reserved its rights to revise the sanctioned plan subject to approval of the Building Engineer (Metro) of the Nagpur Improvement Trust.

(9) THAT the Purchaser has finally chosen to own and possess Apartment No. _____ on the _____ FLOOR of the proposed building known as PYRAMID CITY-V-"TOWER-_____" more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Vendor/Developer shall not deliver the actual physical possession of the said Apartment to the Purchaser until the entire agreed cost including also the charges for installation of Electric and water meters, legal expenses including stamp Duty, Registration fees, Sales Tax, Service Tax, VAT Tax and all other taxes are paid by her/him in full to the Vendor/Developer.

(11) THAT the Vendor/Developer 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 her/his Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by her/him shall be void and not at all binding upon the Vendor/Developer.

(12) THAT during the period of building construction, the Purchaser with two days' advance intimation to the Vendor/Developer may enter upon the said Piece of land to inspect the Plans, specifications and the Building materials, if available at site.

(13) THAT for the purpose of giving clear title over the Apartment chosen by the Purchaser and each of the other buyers in the said complex/scheme, the Vendor has executed a Deed of Declaration Under Section 2 of the

Contd. . .

Maharashtra Apartment Ownership Act, 1970, which is duly registered in the Office of the Sub-Registrar, Nagpur - 7, in Book No. 1 at Sr. No. 2561 on 28-04-2014. The said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his successors-in-title.

(14)THAT the Purchaser agrees to incorporate such terms and conditions, stipulated 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 Row House/Apartment Owners interse, in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

(15)THAT the available open space (Excluding the restricted area if any provided to the Row House/Apartment(s) as mentioned in Deed of Declaration), the common areas and facilities as may be provided in the said entire Complex/Scheme shall be of common use of all the Row House/Apartment owners in the said Buildings/Estate 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 Row House/Apartment owner or owners.

(16)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 her/him shall be refunded to her/him free of any interest thereon and also after deducting there from a fixed sum of Rs. 50,000/- (Rupees Fifty Thousand) Only by way of liquidated damages within 3 (Three) Months from the date, this Agreement stands terminated/cancelled and in such event her/his right to purchase the Undivided _____ Percent share and interest in the said Piece of land shall also be extinguished and come to an end simultaneously as a matter of course. In such event the Vendor/Developer shall be at full liberty to sell the said Undivided share and interest in the said Piece of land and also the said Apartment to any prospective/intending buyer as may be approved by the it without any further notice or reference to the Purchaser.

(17)THAT the Purchaser hereby specifically agrees with the Vendor/Developer that even after her/his taking over the actual possession of the Apartment chosen by her/him (on receipt of possession letter from Vendor/Developer), she/he will not object or prevent or obstruct the Vendor/Developer in any way in carrying on and completing the work of other Row Houses/Apartments in the said Complex/Buildings and keeping building materials on the available open land.

Contd. . .

(18)THAT the Vendor/Developer reserve its right to erect any additional construction on the available open space or on the top or terrace of the Buildings if the F.S.I. in relation to the said Piece of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the Vendor/Developer in so utilizing and dealing with such additional F.S.I. and in such event the prospective buyers of such additional Row Houses/Apartments shall also have all the rights of ingress, egress, right to use the Open space and to use all other common amenities and facilities etc. as may be provided to the said scheme. It is specifically agreed by the Purchaser that the percentage and proportion of Undivided share in the said Piece of land shall always be subject to proportionate reduction if some additional Row Houses/Apartments are constructed thereon by the Vendor/Developer and in such case the Purchaser shall not claim any proportionate refund of the cost price of land. The Purchaser also further agrees that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said Apartment.

(19)THAT the Purchaser further agrees to pay to the Vendor/Developer any Sales Tax, Service Tax, VAT if any, levied by Government of Maharashtra or Union of India on the cost of the said Apartment or the cost of land as the case may be and shall always keep the Vendor/Developer indemnified against the same.

(20)THAT the Purchaser shall individually pay all Grampanchayat Taxes and Cesses etc. as may be levied on the Apartment chosen by her/him with effect from the date of Registration of the Sale Deed or from the date of her/his taking over actual possession thereof, whichever may be earlier.

(21)THAT the Vendor shall deliver the actual possession of the said Undivided share and interest in the said Plot of land and Apartment No. _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or her/his 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 respects 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 and the Apartment chosen by her/him absolutely with heritable and transferable rights therein.

(22)THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor/Developer else she/he shall be treated as a trespasser.

Contd. . .

(23)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 Sales Tax, Value Added Tax, Service Tax, and all other taxes and cesses etc. that may be levied and payable at the time of Registration from her/him, he/it 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 No. _____ on the _____ FLOOR in favour of the Purchaser or her/his nominee(s) and get the same duly registered at her/his costs 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 her/him to the Vendor.

(24)THAT on obtaining a proper Sale Deed relating to the Undivided share and interest in the said piece 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/Developer. However the Apartment chosen by her/him in the proposed scheme shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

(25)THAT the Purchaser shall pay the proportionate share of Non-Agricultural assessment and all other dues whatsoever accruing payable in respect of the Undivided share in the said Piece of land to the concerned authorities with effect from the date of Registration of the Sale Deed onwards and shall always keep the Vendor/Developer indemnified against such payments.

(26)THAT it is understood by the Purchaser that the Vendor/Developer shall display any type of board, signs, banners etc. on any exterior part of the Buildings standing on the said Piece of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor/Developer shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(27)THAT it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto as ANNEXURE-A. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal settlement of footings are likely to occur and will not be treated as defect. Further it is agreed by the Purchaser that on account of practical constraints there may be an allowance of plus or minus one percent variation in dimensions shown in the sanctioned plan or mention in this Agreement and no compensation shall be given to the Purchaser for such variations.

Contd. . .

(28)THAT the Vendor/Developer shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendor/Developer indemnified against the same. However the Vendor/Developer shall install only standard proprietary items in the said Apartment and it shall also see that they are working properly at the time of installation.

(29)The Vendor is developing a club house within the said Project for the usage of the Purchaser inhabitants thereof and also for other interest persons to facilitate the provisions like multi purpose hall, gym, swimming pool (out door), table tennis court etc hereinafter referred to as the Club.

(30)One Time club membership charges is Rs. 50,000/- (Indian Rupees Fifty Thousand Only) per apartment and which shall be payable by the Purchaser and this payment is mandatory irrespective of the Purchaser wanting to use the club facilities or not.

(31)All the Purchaser of Apartment of said Project shall be entitled to make use of the Club on availability basis and by paying user / subscription charges as may be prescribed by the Vendor or the Agency appointed by the Vendor for operating the Club, from the time to time.

(32)However no Purchaser of an Apartment in the said Project shall claim any exclusive right or ownership over the Club and/ its facilities / assets. In the event the apartment is rented out by the Purchaser, the occupants of the apartment shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to use the Club facilities.

(33)The Purchaser of the Apartment in the said Project shall follow the rules and regulations that may be prescribed for the purpose of operating, maintaining and running this Club by the Vendor / Agency operating the Club, from time to time.

(34)The Vendor shall also be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities for the benefit of Purchaser of the said Project.

(35)It is clarified that non completion or non operation of Club or any of the above facilities shall not be deemed as delay in completing construction of the Schedule Property.

Contd. . .

(36)The Purchaser shall be bound to observe all the rules and regulations of the Club laid down by the Vendor or the Agency operating the Club from time to time for using the facilities therein.

(37)THAT in additions to the aforesaid Sale Consideration the Purchaser shall pay a sum of Rs. 30,000/- (Rupees Thirty Thousand Only) towards charges of Electric Connections; Rs. 20,000/- (Rupees Twenty Thousand Only) towards charges of Generator Power Backup; Rs. 75/- Per Sq. Ft. towards Sewerage Treatment Plant/Rain Water Harvesting & Water Charges; Rs. 75/- Per Sq. Ft. towards Development Charges and Rs. 100/- per Sq. Ft. towards Maintenance Charges in respect of her/his Apartment with the Vendor before taking over possession of the chosen Apartment.

(38) THAT it is clearly agreed and understood by the Purchaser that One time Maintenance is Corpus fund collected from the Purchaser and it does not mean that the same covers life time maintenance. The said one time maintenance is collected apart from regular periodic collection as may be required for proper maintenance of the building/Township. The Vendor shall maintain the building/Township for a period of 1 (ONE) years from the date of Sale Deed or delivery of possession, whichever is earlier and subsequently the Corpus fund deposited by all the Purchasers will be handed over to the Society /Association of Apartment Owners for further maintenance purpose after deducting the amount incurred for maintenance for said period of One Year. It is clearly understood by the Purchaser that the Vendor shall not be liable for providing the maintenance of said building beyond the stipulated period of one year.

(39)THAT all notices to be served on the Purchaser as contemplated by 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 her/his address as described above.

(40)THAT the Purchaser undertakes to notify in writing any change in her/his address to the Vendor.

(41)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 power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding 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 Arbitrators and the Panel of the Arbitrators shall decide the same and the Award of Arbitrators shall be final and conclusive

Contd. . .

and binding on the Parties hereto. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings.

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

(43)THAT all expenses on account of preparation of all kinds of documents, including the cost of Stamp Duty, Registration Fees and other charges including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser.

(44)THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at NAGPUR.

FIRST SCHEDULE REFERRED TO ABOVE

THE UNDIVIDED _____ PERCENT share and interest in ALL THAT piece and parcel of Amalgamated Non-Agricultural land bearing Kh./Survey No. 156/3, 156/4 and 156/5, having an area of 16800 Sq. Mtrs. of Mouza – PIPLA, P.S.K. 38, situated at Village – PIPLA, within the limits of the Gram Panchayat – Pipla, in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST	**:**	**KH. NO. 148.**
ON THE WEST	**:**	**SHIV OF MOUZA BESA.**
ON THE NORTH	**:**	**KH. NOS. 155 & 156.**
ON THE SOUTH	**:**	**KH. NOS. 144, 45/a & 145/B.**

SECOND SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT R.C.C. Superstructure comprising Apartment No. _____ on the _____ FLOOR out of the building proposed to be constructed thereon and known and styled as "PYRAMID CITY-V-"TOWER-_____" and out of the entire complex known as PYRAMID CITY-V covering a Built-up area of _____ Sq. Mtrs. (Super Built-up area of _____ Sq. Mtrs.) including/excluding the share in staircase and balconies for Upper Floors.

Contd. . .

SPECIFICATIONS

General:-

1. Aesthetically designed grand entrance lobby.
2. Elevator in each tower.
3. Premium Marble & flooring in lift lobbies, corridors and staircases up to 1st floor Landing.
4. Polished Kota stone in staircases from 2nd floor.
5. Power backup for common area.

Rooms:-

1. 2' x 2' Vitrified tile flooring in living, dining and all bedrooms.
2. Premium quality oil bound putty on internal walls and ceiling.
3. Sliding plain powder coated windows.
4. Teak Veneer Polished flush door for main entrance.
5. Solid core painted flush doors for other rooms.

Kitchen:-

1. Vitrified tile flooring.
2. Granite platform with stainless steel sink and drain board.
3. Two feet high ceramic tile dado above kitchen platform.

Bathrooms & Toilets

1. Matt finishes ceramic tile flooring.
2. Ceramic tile dado up to door height.
3. Superior quality CP fitting & fixtures.
4. Concealed plumbing.
5. Premium quality EWC & WHB.

Balconies:

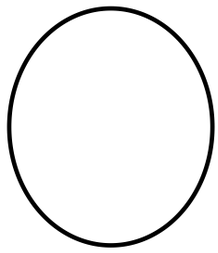
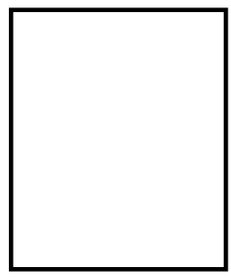
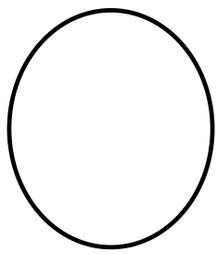
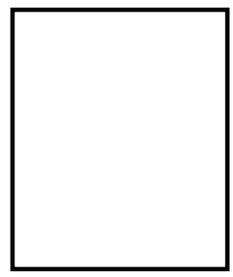
1. Matt finish ceramic tile flooring.
2. Synthetic enamel painted MS Railing.

Electrical fitting:

1. Modular switches.
2. Sufficient point in all rooms.
3. Concealed copper wiring.
4. AC point in all bedrooms and living / dining room.
5. Cable TV & Telephone points in living room and master bedroom.

Contd. . .

IN WITNESS WHEREOF the VENDOR/DEVELOPER and the PURCHASER hereinabove named have hereto set their respective hands and signed this DEED OF AGREEMENT TO SELL at NAGPUR in 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 PYRAMID ARCADES PRIVATE LIMITED** **(PRADIP DINKAR TATAWAR)** **Director** **VENDOR**
02			**PURCHASER**

WITNESSES :

(1) _____

(2) _____

Contd. . .