AGREEMENT TO SELL

THIS **AGREEMENT TO SELL** is executed on this ..... day of December 2012 BY AND BETWEEN :

01. M/S RADIANCE ERECTORS PRIVATE LIMITED a Company incorporated Under the provisions of the Companies Act, having its Office at Ramdaspeth, Nagpur, acting Through its authorised Director **SHRI RAJESH S/O UTTAMCHAND WADHWANI**, aged about 45 years, Occupation - Business, Resident of Ramdaspeth, Nagpur, here-in-after known and referred to as **"THE SELLER"** which expression shall unless repugnant to the context or meaning thereof, shall always mean and include the SELLER as well as its Directors, shareholders, Office bearers, successors, legal representatives, administrators, assigns of THE FIRST PART , AND; {PAN : .....}

02. SHRI/SMT. ....., aged about ..... years, Occupation : Business/Service, Resident of ....., Nagpur hereinafter known and referred to as **"THE PURCHASER"** which term shall unless repugnant to the context or meaning thereof always mean and include the PURCHASER as well as his/her/their heirs, legal representatives, successors, executors, administrators and assigns of THE SECOND PART, AND; {PAN :

WHEREAS, the SELLER is the sole and exclusive owner of ALL THAT piece and parcel of land bearing Plot No. 2 in all admeasuring about 4222.996 Sq. Mtrs. i.e. about 45456.32 Sq. Ft. being portion of entire land bearing KH No. 99/1, Mauza : SOMALWADA, bearing City Survey No. 576, Sheet No. 711/81, Ward No. 15, situated at Somalwada, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District : Nagpur, AND;

WHEREAS, initially the said entire land of Kh No. 99/1 was owned by Shri Atul Premchand Tajpuriya, Shri Ashwin Wardhman Golechha, Shri Vishal Wardhman Golechha, Smt. Anita Ranjan Nahar, Mrs Meeena Kirti Shah, Shri Sudhir Subhkaran Agrawal, Mrs Saraswati Shivkumar Rao, M/S Oswal Infraventur Private Ltd, M/S Stonehenge, Shri Wardhman Vijaylaji Golechha, M/S Golechha Housing and Infrastructure (P) Ltd and M/S Venkatramana Properties who partitioned the said land between themselves by a Deed of Partition dt. 23.5.2011 registered with

Sub Registrar Nagpur-4 at Book No. 1 at Sr. No. 3047 wherein the said Plot No. 2 admeasuring about 4222.996 Sq Mtrs came to be owned by Shri Atul Premchand Tajpuriya, Shri Ashwin Wardhman Golechha, Shri Vishal Wardhman Golechha, Smt. Anita Ranjan Nahar, Mrs Meeena Kirti Shah, Shri Sudhir Subhkaran Agrawal, Mrs Saraswati Shivkumar Rao, M/S Oswal Infraventur Private Ltd, M/S Stonehenge, Shri Wardhman Vijaylaji Golechha, M/S Golechha Housing and Infrastructure (P) Ltd., AND;

WHEREAS, the owners sold the said Plot No. 2 to M/S Radiance Erectors Private Limited, Nagpur the SELLER herein by a Sale Deed dt. 04.08.2011 registered with Sub Registrar Nagpur-4 at Book No. 1 at Sr. No. 4394 dt. 04.08.2011,AND;

WHEREAS, the SELLER is developing the said plot by constructing multistoried building complex on the said plot to be known as FORTUNE SIRI, AND;

WHEREAS, the PURCHASERS here-in-above approached to the SELLER for the purchase of an Apartmentfor his/her/their residential / commercial purpose admeasuring about ..... Sq. Mtrs. of carpet area on ..... FLOOR of the building known and styled as " FORTUNE SIRI" and has agreed to pay the cost of construction along-with the price for undivided share in land relatable to the built up area of the said Apartment to the SELLER, AND;

WHEREAS, the SELLER has all rights to transfer the said proportionate undivided share in land relatable to the said Apartment along with the constructed Apartment to the PURCHASER here-in-above, AND;

WHEREAS, the SELLER agreed to sell Apartment to the PURCHASER with undivided proportionate share in land relatable to the said Apartment bearing No. ..... on the ..... FLOOR admeasuring about ..... Sq. Mtrs. of carpet area for a consideration of RS. ...../- (RS. .... ONLY) agreeing inter-alia that he will execute a SALE DEED relating to the said Apartment in favour of the PURCHASER after completion of necessary formalities, AND;

WHEREAS, the PURCHASER agreed to purchase the said Apartment from the SELLER hereinabove for the said consideration, AND;

WHEREAS, it has now become necessary to reduce to writing the terms and conditions of Sale agreed to between the parties.

WE the parties said above do hereby of our free will and consent agree to and confirm the terms and conditions of sale agreed to between us which are as under.

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES AS FOLLOWS:

01. The SELLER is the sole and exclusive owner of ALL THAT piece and parcel of land bearing Plot No. 2 in all admeasuring about 4222.996 Sq. Mtrs. i.e. about 45456.32 Sq. Ft. being portion of entire land bearing KH NO. 99/1 Mauza : SOMALWADA, bearing City Survey No. 576, Sheet No. 711/81, , Ward No. 15, situated at Somalwada, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District : Nagpur and also as the owner of the entire R.C.C. superstructure comprising of Apartments s in the building thereon known and styled as " FORTUNE SIRI ", agrees to sell the Apartment No. ....., admeasuring about ..... Sq. Mtrs. on ..... FLOOR along-with .....% proportionate undivided share and interest in land to the PURCHASER for a total consideration of RS. ...../- (RS. ..... ONLY).

02. The PURCHASER has paid an amount of RS. ...../- (RS. ..... ONLY) by account payee cheque bearing No. ..... dt. ....., of ..... Bank, Nagpur to the SELLER towards the part payment of sale consideration of the said Apartment which is adjusted against the sale consideration at the time of execution of this Agreement to Sell. The SELLER acknowledges to have received above sum being part payment at the time of execution of this Agreement to Sell from the PURCHASER.

03. It is agreed that the PURCHASER/S shall make the payment of the balance consideration of RS. ...../- (RS. ..... ONLY) in the manner appearing here-in-below in installments before the execution and registration of Sale deed of the said Apartmentin his/her/their favour. The payment of consideration in installments as agreed and stated in the manner of payment here-in-below in time is the essence of this contract.

If the PURCHASER/S fails to make payment of consideration as per the installments, interest @ 24% shall be charged for the period of defaulted installments on the amount of installment but in no case any such installment shall be delayed for two months from due date of the installment then in that case the SELLER shall have all rights to cancel the allotment and this agreement and on such cancellation the SELLER shall deduct 20% of the total consideration agreed herein from the amount

received from the PURCHASER/S and shall refund the balance if any to the PURCHASER/S forthwith and on such cancellation the SELLER shall be free to enter into agreement to sell of the said plot / Apartment to any other prospective buyer as may be agreed and decided by it for which the PURCHASER/S herein shall have no right whatsoever on the said plot nor shall have any right to object any such sale and/or transfer by the SELLER to any other third parties.

MANNER OF PAYMENT

RS. ...../- (RS. ..... ONLY) to be paid by PURCHASER/S to the SELLER at the time of construction of Plinth Level.

RS. ...../- (RS. ..... ONLY) to be paid by PURCHASER/S to the SELLER at the time of Slab of the Ground Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Slab of the First Floor.

RS. ...../- (RS. ..... ONLY) to be paid by PURCHASER/S to the SELLER at the time of Slab of the Second Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Slab of the Third Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Slab of the Fourth Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Slab of the Fifth Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Slab of the Sixth Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Slab of the Seventh Floor.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at time of Brick work.

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of Flooring and Plastering of the Apartment .

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of other finishing of the Apartment .

RS. ...../- (RS. ..... ONLY) to be paid by the PURCHASER/S to the SELLER at the time of handing over of the possession of the Apartment .

RS. ...../- (RS. ..... ONLY)

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It is agreed that the price fixed for the premises is fixed at the prevailing rates of raw materials to be used for construction activities. It is agreed that if the price of the raw materials are increased more than 5% than the prevailing purchase rates then the PURCHASER/S shall have to make the payment of proportionate increased price of the premises to the SELLER.

04. The SELLER assures to the PURCHASER that the property hereby agreed to be sold is the property belonging to it and that none except it and it's proprietor have any manner of right, title or interest whatsoever in respect of the same. The PURCHASER have satisfied himself/herself/themselves with respect to the SELLER'S title to the said property as good, valid and marketable and have accepted the same.

05. That the SELLER covenant that it has agreed to sell the said Apartment to the PURCHASER and that the same is free from any encumbrances, charges, mortgage. That the interest hereby agreed to be transferred to the PURCHASER subsists and SELLER has absolute right and full authority to transfer the same by way of sale to the PURCHASER absolutely forever.

06. That the SELLER has done no act where by property hereby agreed to be transferred is encumbered in any way or whereby it is debarred from transferring same to the PURCHASER absolutely forever.

07. The SELLER further covenant that it has not agreed to sell the said Apartment to any one else except the PURCHASER here-in-above.

08. It is agreed that the PURCHASER shall keep the balance consideration as stated hereinabove ready in time as agreed and shall pay the same on the stipulated date. Similarly it is agreed that the SELLER shall keep all necessary required papers and documents ready well in advance and shall deliver the same to the PURCHASER at the time of execution of Sale Deed. It is agreed that the payment of consideration in time is the essence of this Agreement. If the PURCHASER fails to make payment of balance consideration as agreed hereinabove the damages/interest on defaulted amounts shall be charged at the option of the SELLER and time for execution of Sale Deed may be extended. It is agreed that parties to this Agreement shall co-operate and shall see that the Sale Deed is executed on receipt of agreed full and final consideration by the SELLER.

09. That SELLER will deliver actual possession of the Apartment with undivided proportionate share in land relatable to the F.S.I. and built up area hereby agreed to be sold to PURCHASER on receipt of full and final consideration as agreed hereinabove at the time of registration of Sale Deed.

10. It is agreed that PURCHASER shall pay corporation taxes, proportionate taxes, non agricultural assessments, cess etc. as may be levied on Apartment time to time from the date of Agreement.

11. The PURCHASER have made it clear to SELLER that he/she/they have to arrange loan from L.I.C., bank or other financial institutions for the balance consideration of sale payable to SELLER, hence the SELLER shall give such documents of title and other necessary papers to PURCHASER as may be required by the L.I.C., bank or other financial institutions for giving loan to the PURCHASER.

12. It is agreed that although the PURCHASER will be the joint owners of the said plot of land having undivided proportionate variable share and interest therein, it will be accessible to the other co-owners of "FORTUNE SIRI" thereof. The PURCHASER shall not be entitled to the exclusive use and/or occupation of any portion of the said plot of land.

13. It is agreed that the PURCHASER is aware that the entire property is submitted to the provisions of The Maharashtra Apartment Ownership Act, 1970, by executing a Deed of

Declaration dt. .....registered with Sub Registrar Nagpur - 8 in Book No. 1, at Sr. No..... dt....., he/ she/ they shall abide by the rules framed therein.

14. It is also agreed that in case any Sales Tax, vat, service tax, works contract tax or any other tax levied by State or Central Government on construction activity or building material used and/or wages paid thereof, the PURCHASER agrees to pay the same as may be levied in respect of the Apartment chosen by him/her/them and shall keep indemnified against same to SELLER.

15. That if the MSEB insists upon the installation of power transformer for the building then in such case the PURCHASER agrees to provide and contribute the proportionate cost thereof which will be besides the cost of construction hereinabove agreed by him/her/them.

16. THAT it is specifically understood and agreed by the PURCHASER that they do not have any right, title or interest of any kind whatsoever in respect of additional F.S.I. as may be increased at any time in future. It is specifically made clear that the SELLER alone shall be absolute and full owner of such increased F.S.I. and it shall be entitled to use it as it's own and further it shall be free to use and utilise such additional F.S.I. by constructing on the Top/Terrace of the existing building without in any way damaging/harming the structure of building, only after obtaining due sanction from Nagpur Improvement Trust and/or Nagpur Municipal Corporation.

17. The PURCHASER further agrees to pay all other expenses incidental to the management and maintenance of the said building which are not specifically provided in this Agreement. Such charges shall be fixed and determined initially by SELLER and the Association of maintenance time to time and PURCHASER shall not raise any objection for the same nor shall withhold the payment towards such incidental expenses for any reason whatsoever.

18. The PURCHASER/S or his tenant or nominee shall use the said Apartment for the residential / commercial purpose only and shall not use the said premises for any other purpose.

19. That it is understood by PURCHASER/S that construction is of heterogeneous in nature comprising of RCC and brick work. It is understood by the PURCHASER/S that short coming inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion or unequal

settlement of footing are likely to occur and will not be treated as defects. It is further under stood as agreed by the PURCHASER/S that due to heterogeneous nature of construction joints between the masonry and concrete or any such other joints, leakage or seepage of water is likely to occur and this will not be treated as defect in construction. The SELLER may repair the same at the cost of the PURCHASER/S.

20. It is specifically agreed that right to the terrace above the 9th Floor shall exclusively vest to the SELLER and nobody shall claim any right of use or otherwise to the same. It is further agreed that if any further construction is sanctioned or permitted by the authority on the terrace on 9th floor or any part of it, it shall belong to the SELLER alone. In such an event if the proportionate share and interest of PURCHASER in the said land is varied or reduced, the PURCHASER shall not raise any objection nor shall have any claim in respect thereof.

21. It is agreed that necessary expenses, Charges, Stamp Duty etc., for execution of Agreement to Sale and Sale Deed to be executed by the SELLER shall be borne and paid by the PURCHASER.

SCHEDULE OF THE PROPERTY

ALL THAT entire R. C. C. Superstructure comprising Apartment bearing No. ..... on the ..... FLOOR of the building known and styled as " FORTUNE SIRI APARTMENTS" covering a carpet area of ..... Sq. Mtrs., together-with .....% undivided proportionate share and interest in ALL THAT piece and parcel of land bearing Plot No. 2 in all admeasuring about 4222.996 Sq. Mtrs. i.e. about 45456.32 Sq. Ft. being portion of entire land bearing KH NO. 99/1 Mauza : SOMALWADA, bearing City Survey No. 576, Sheet No. 711/81, , Ward No. 15, situated at Somalwada, Nagpur, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District : Nagpur and bounded as under :

ON THE NORTH	:	PLOT NO. 1
ON THE EAST	:	30.00 MTRS WIDE ROAD
ON THE WEST	:	OPEN SPACE
ON THE SOUTH	:	OPEN SPACE

IN WITNESS WHEREOF THE SELLER AND THE PURCHASER here-in-above have set their respective hands and signed THIS AGREEMENT TO SELL at NAGPUR in presence of attesting witnesses signing as such on the day first above written.

WITNESSES :

1.

FOR RADIANCE ERECTORS PRIVATE LIMITED

ADDRESS :

DIRECTOR
SELLER

2.

ADDRESS :

(SHRI .....)
PURCHASER