

AGREEMENT TO SELL FOR RS. ONLY
(RUPEES ONLY)
MARKET VALUE RS. ONLY

THIS AGREEMENT TO SELL is made on this _____ day of _____, 2013, 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 Corp. Office “PYRAMID HOUSE” Plot No.125, Shri Ganesh Snehal Apartment, 1st Floor, Shardanand Peth, South Ambazari Road, Nagpur – 440 010 (Income Tax PAN AAFCP2753D), and acting through its Authorised Director SHRI. YOGENDRA S/o RATAN KASHYAP, Aged about 30 Years, Occupation – Business, Resident of Mankapur, Nagpur, Tahsil and District – NAGPUR, hereafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY and it’s DIRECTORS, as well as, its liquidators, administrators and assigns of the ONE PART

AND

SHRI. _____, Aged _____ Years,
Occupation – _____, Resident of _____
_____, 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, ALL THOSE Pieces and Parcel of lands bearing Kh. Nos. 39/1
and 39/2, having a total area of 17.719 Acres of Mouza – MANKAPUR, P.S.K. 11,
bearing City Survey No. 2 and Sheet Nos. 8 & 9 of Mouza – Mankapur, situated at
Mankapur, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 57 in
Tahsil and District – NAGPUR, Originally belonged to the SHRAMIK CO-OPERATIVE
HOUSING SOCIETY LIMITED, NAGPUR, a Society duly Registered under the
Maharashtra Co-operative Societies Act, 1960 (Act No. XXIV of 1960), bearing
Registration No. NGP/HSG/906/80, having its Registered Office at Mankapur, Nagpur
by 7 separate Sale Deeds Dated 21-10-1988, 25-10-1988, 25-10-1988, 26-10-1988,
28-10-1988, 28-10-1988 and 29-10-1988 for 2.80 Acres, 2.80 Acres, 2.80 Acres, 2.80
Acres, 2.179 Acres, 2.17 Acres and 2.17 Acres respectively, which are duly Registered
in the Office of the Sub-Registrar, Nagpur, in Book No. 1 at Sr. Nos. 10971(P),
11014(P), 11015(P), 11038(P), 11053(P), 11191(P) and 11234(P) on even date. As a
result therefore the said Shramik Co-operative Housing Society Limited, Nagpur
became the Owner of the said property with heritable and transferable rights therein;
AND

WHEREAS, the aforesaid entire land comprising Kh. Nos. 39/1 and 39/2 is
converted for Non-Agricultural (Residential) Use by the Additional Collector, Nagpur
vide its Order dated 21-05-1995 passed in Revenue Case No. 34/NAP-34/1995-96 of
Mouza – Mankapur; AND

WHEREAS, the aforesaid the Shramik Co-operative Housing Society Limited,
Nagpur, later on prepared a layout on the aforesaid entire land comprising Kh. Nos.
39/1 & 39/2 of Mouza – Mankapur by carving out various Plots of different sizes therein
for the allotment to its Share Holder Members of the said layout; AND

WHEREAS, the aforesaid the Shramik Co-operative Housing Society Limited,
Nagpur, later on in its turn transferred/sold All That Piece and Parcel of land containing
by admeasurement 588.00 Sq. Mtrs. comprising the Southern Portion of Plot No. 2
(TWO), out of its aforesaid layout, containing by total admeasurement 1204.00 Sq.
Mtrs., being a portion of the entire land bearing Kh. Nos. 39/1 and 39/2 of Mouza –
MANKAPUR, P.S.K. 11, bearing City Survey No. 2 and Sheet Nos. 8 & 9 of Mouza –
Mankapur, situated at Mankapur, Nagpur within the limits of the Nagpur Municipal
Corporation Ward No. 57 in Tahsil and District – NAGPUR to one of its share holder
member Shri Sunil S/o Charandas Somkumar, by a Sale Deed dated 30-12-2003,

which is duly registered at the Office of the Sub-Registrar, Nagpur No.3 in Book No.1 at Sr. No. 34 on 3-01-2004; AND

WHEREAS, in the like manner the aforesaid Shramik Co-operative Housing Society Limited, Nagpur, further transferred/sold All That Piece and Parcel of land containing by admeasurement 616.00 Sq. Mtrs. comprising the Northern Portion of Plot No. 2 (TWO), out of its aforesaid layout, containing by total admeasurement 1204.00 Sq. Mtrs., being a portion of the entire land bearing Kh. Nos. 39/1 and 39/2 of Mouza – MANKAPUR, P.S.K. 11, bearing City Survey No. 2 and Sheet Nos. 8 & 9 of Mouza – Mankapur, situated at Mankapur, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 57 in Tahsil and District – NAGPUR to the aforesaid Shri Sunil S/o Charandas Somkumar, by a Sale Deed dated 05-04-2005, and the same is also duly registered at the Office of the Sub-Registrar, Nagpur No.3 in Book No.1 at Sr. No. 1155 on even date. As a result therefore the said Shri Sunil Chandradas Somkumar became the Owner of the said property with heritable and transferable rights therein; AND

WHEREAS, the aforesaid Plot No. 2 (Two) is covered under the scheme of 572 layouts of the Nagpur Improvement Trust, Nagpur; AND

WHEREAS, for Regularization and Development of the said Plot No. 2 (Two) from the Nagpur Improvement Trust, Nagpur under the Provisions of Maharashtra Gunthewari Developments (Regularization, Upgradation and Control) Act, 2001, the aforesaid Shri Sunil Charandas Somkumar has applied to the Nagpur Improvement Trust, Nagpur for the same. He also paid/deposited the Development Charges for Regularisation and Development of the said Plot of land in the Office of the Nagpur Improvement Trust, Nagpur as demanded by it; AND

WHEREAS, consideration the application of the said Shri Sunil Chandradas Somkumar and also on receipt of the Development charges as demanded by it from him, the Nagpur Improvement Trust, Nagpur later on regularized the said Plot No. 2 (Two) and accordingly a Regularisation Letter to that effect is also issued by the Building Engineer (NE) 572 Layouts, Nagpur Improvement Trust, Nagpur vide his Permit No. BE(NE)/10234/551/10230/7845 dated 03-03-2006 in Case No. 2004070518 and Layout No. 572/Mank/551,552 in favor of Shri Sunil Chandradas Somkumar. As per the regularization Letter dated 03-03-2006 the area of the said Plot No. 2 (Two) is shown and declared as 1204.00 Sq. Mtrs. (OR 12959.856 Sq. Ft.); AND

WHEREAS, the aforesaid Shri Sunil Chandradas Somkumar later on in his turn transferred/sold his aforesaid property comprising Plot No. 2 (Two), containing by admeasurement 1204.00 Sq. Mtrs., bearing City Survey No. 2 and Sheet Nos. 8 & 9 of Mouza – Mankapur, situated at Mankapur, Nagpur in Tahsil and District – NAGPUR by way of sale to M/s. Pyramid Arcade Private Limited, the Vendor abovenamed by a Sale Deed dated 07-09-2010, which is duly registered at the Office of the Joint Sub-

Registrar, Nagpur City No. 1 in Book No. 1 at Sr. No. 4671 on even date. As a result therefore the Vendor hereinabove named has now become an exclusive, absolute and full Owner of the aforesaid Plot No. 2 (Two), situated at Mankapur, Nagpur in Tahsil and District – NAGPUR with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS the Vendor later on decided to develop the aforesaid Plot No. 2 into a RESIDENTIAL ESTATE by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein; AND

WHEREAS accordingly the Vendor has prepared a plan of a Multistoried building then proposed to be constructed on the said Plot No. 2 and to be known and styled as "PYRAMID CITY-PEARL-F" and the same is duly sanctioned by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide its Building Permit No. BE(NORTH0/CASE NO. 3145/Tracking No. 2011112547 dated 31-10-2012; 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 also seen the approved Plan of the proposed Multistoried building; AND

WHEREAS the Purchaser being desirous of owning an Apartment in the said Multistoried building for her/his Residential Use 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 No. 2 Together with the entire R.C.C. Superstructure comprising Apartment No. _____ on _____ FLOOR of "PYRAMID CITY-PEARL-F"; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the Undivided _____ Percent share and interest in the said Plot No. 2 Together with the entire R.C.C. Superstructure comprising Apartment No. _____ covering a Built-up area of _____ Sq. Mtrs. (Super Built-up area _____ Sq. Mtrs.) on the _____ FLOOR of a Building proposed to be constructed thereon and to be known and styled as "PYRAMID CITY-PEARL-F" to the Purchaser for a total consideration of Rs. _____/- (Rupees _____) Only upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY . AND BETWEEN THE PARTIES HERETO 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 land bearing Plot No. 2 (TWO), containing by admeasurement 1204.00 Sq. Mtrs. (OR

12959.856 Sq. Ft.), being a portion of the entire land bearing Kh. Nos. 39/1 and 39/2 of MOUZA – MANKAPUR, P.S.K. 11, bearing City Survey No. 2 and Sheet Nos. 8 & 9, TOGETHERWITH the entire R.C.C. Superstructure comprising Apartment No. _____ (2 or 3 BHK) covering a Built up area of _____ Sq. Mtrs. (Super Built-up area of _____ Sq. Mtrs.) on the _____ FLOOR of a Building proposed to be constructed thereon and to be know and styled as "PYRAMID CITY-PEARL-F" situate at Royal Town, Jaripatka, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 57 in Tahsil 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 pay to the Vendor 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.

MANNER OF PAYMENT:

Rs. (Rupees _____) Only paid by the Purchaser to the Vendor as Earnest Money by Cheque No. _____ dated _____ drawn on _____, the receipt whereof is hereby acknowledged by the Vendor.

Rs. (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after compilation plinth Level.

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

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

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

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

Rs. _____ (Rupees _____) Only agreed to be paid by the Vendor after completion of Brick Work of the said Apartment.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after completion of Inner Plaster of the said Apartment.

Rs. _____ (Rupees _____) Only agreed to be paid by the Purchaser to the Vendor after completion at the time of Possession.

Rs. _____/- (TOTAL RUPEES _____ ONLY)
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The Purchaser shall make the payment of aforesaid Sale Consideration in favour of "Pyramid Arcades Private Limited, Central Bank of India, MID Corporate Branch, Nagpur, A/c No.3276607984, IFSC Code: CBIN0283814" with said Bank. The Vendor Company has availed Project loan from Central Bank of India, MID Corporate Branch, Nagpur and thus the Sale proceeds of this agreement shall be deposited by the Vendor Company in said bank account.

THAT the Purchaser shall pay the respective installments as stipulated hereinabove strictly on the dates 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 on the Purchaser's failure to pay any of the installment, as agreed above, the Purchasers shall be entitled for 1 (ONE) Month time for the payment of such installment subject to payment of interest thereon @24% p.a. for the delayed period. That it is further specifically understood & agreed by the Purchaser that if they (Purchasers) fail to pay such installment even within such extended 1 (ONE) Month time, in that event and consequentially this Agreement shall automatically stand terminated and cancelled immediately on the Purchaser's failure to pay any of the above installments on due dates. 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. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to resell the said Apartment Together with the Undivided proportionate share and interest in the said Plot of land to any other intending buyer without any further intimation or notice to the Purchaser and in such event the Vendor 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 the delay in securing sanction to the Housing Loan, if any, applied for

by her/him, shall not be a ground for nonpayment of any of the installments on due dates.

(3) THAT the Undivided _____ Percent share and interest in the said Plot 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 rights of the other co-owners of the remaining Undivided share in the 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.

(6) THAT it is understood by the Purchaser that the Vendor shall remain exclusively incharge of the entire construction of the proposed building in all respects without any let, hindrance or interference by the Purchaser.

(7) THAT the Vendor shall erect and build the proposed multistoried building consisting of various self contained separate Apartments therein. 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 has reserved its right to revise the sanctioned Plan subject to approval of the Nagpur Municipal Corporation/Nagpur Improvement Trust.

(9) THAT the Purchaser has finally chosen to own and possess Apartment No. _____ on the _____ FLOOR of the proposed building more particularly described in the SECOND SCHEDULE hereunder written.

(10) THAT the Vendor shall not deliver the actual possession of the said Apartment to the Purchaser until the entire cost of construction including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Sales Tax/Turn Over Tax, Service Tax, VAT, etc. are paid by her/him in full to it.

(11) THAT the Vendor shall be exclusive in charge of the construction without any let or hindrance or interference by the, Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of 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.

(12) 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 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 building, the Vendor has executed a Deed of Declaration Under Section 2 of The Maharashtra Apartment Ownership Act, 1970, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur in Book No.1 at Sr. No. _____ on _____. The terms, conditions and provisions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser.

(14) 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.

(15) THAT the available open space (excluding the Restricted Area mentioned in the Deed of Declaration) the common areas and common facilities as may be provided in the said 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.

(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 the amount 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 Plot of land shall also be extinguished and come to an end simultaneously as a matter of Course. In such event the Vendor shall be at full liberty to sell the said Undivided share and interest in the said Plot of land and also the said Apartment to any prospective/intending buyer without any further notice or reference to the Purchaser.

(17) THAT the Purchaser hereby specifically agrees with the Vendor that even after her/his taking' over the actual possession of the Apartment chosen by her/him, she/he 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.

(18) THAT it is understood and agreed by the Purchaser that the Vendor/Confirming Party have reserved their right to utilize the "Transferable Development Right" (T.D.R.) for additional floors in each Wing and revise the sanctioned plan by obtaining necessary approval of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur and the Purchaser shall co-operate for the same, without raising any objection to that effect.

(19) The club membership charges amounting to Rs. 50,000/- (Rupees Fifty Thousand) Only shall be payable by the Purchaser to the Vendor irrespective of the Purchaser wanting to use the club facilities or not. However construction of said Club House & Swimming Pool in the said Scheme shall be subject to approval by Planning Authority i.e. NIT & if the permission is denied by the authority on the layout – open space then the membership charges are not applicable to the purchaser.

(20) 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 Power Back up through Generator and Rs, 100/- per Sq. Ft. towards one time Maintenance Charges in respect of her/his apartment with the Vendor before taking over possession of the chosen Apartment.

(21) THAT it is agreed by and between the parties that, the amount paid by the Purchasers to the Confirming Party, towards the "One-Time Maintenance Charges", shall be deposited by the Confirming Party in the "Fixed Deposit" with any Nationalized Bank, soon within a period of one month, from the formation of the society of the said "Apartment Scheme" and the maintenance of the scheme, including common facilities, lawn etc. shall be done from the interest received from the such "Fixed Deposit". It is further understood and agreed by the Purchasers that, in future, if the building and the common facilities could not be maintained from the interest received on such deposit, in such event the Purchasers shall pay the monthly maintenance charges as decided by the Society/Maintaining Body, and the Purchasers shall not exempt themselves the liability for their contributions towards the common expenses by waiver of the use or enjoyment of any of the General common/Restricted areas and facilities or by the abandonment of their family unit.

(22) THAT it is understood and agreed by the Purchasers that, the said maintenance charges are non-refundable in any case and the Purchasers shall not be entitled for the refund of the same.

(23) THAT the Vendor reserves it's right to erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I. in relation to

the said Plot of land is increased at any future date and in such event the Purchaser shall not in so prevent or obstruct the Vendor in so utilizing and dealing with such additional F.S.I. 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 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. 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 building.

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

(25) THAT the Purchaser shall individually pay all Corporation 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.

(26) THAT the Vendor shall deliver the actual possession of the Undivided share and interest in the said Plot of land Together with Apartment No. _____ on the _____ FLOOR hereby agreed to be sold to the Purchaser or her/his/their nominee(s) 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.

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

(28) 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 and all other Taxes and Cesses that may be levied and payable at the time of Registration from her/him, 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 favor of the Purchaser or the nominee(s) appointed by her/him 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.

(29) THAT the Vendor has agreed to deliver the actual physical possession of the property hereby agreed to be sold in the month of December, 2014, failing which the Vendor shall pay an interest @24% per annum by way of liquidated damages to the Purchaser after December, 2014 till the date of handing over actual possession in fully ready condition as per specification of this agreement and in vacant condition at the time of Registration of Sale Deed.

(30) 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 her/him in the proposed building shall be owned and possessed by her/him exclusively with heritable and transferable rights therein.

(31) THAT the Purchaser shall pay proportionate share of Non-Agricultural Assessment and all other dues whatsoever accruing payable in respect of her/his Undivided share in the said land to the concerned authorities with effect from the date of Registration of the Sale Deed or from the date of possession whichever is earlier onwards and shall always keep the Vendor indemnified against such payments.

(32) 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 and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The Vendor shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it.

(33) 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 of 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 will be an allowance of plus or minus one percent variation in dimensions shown in sanctioned Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser for such variations.

(34) THAT the Vendor shall not be liable to pay any compensation or make good any defect in the proprietary items used in the construction of the said Apartment and proper claim regarding this shall directly be made by the Purchaser to the manufacturer of such items keeping the Vendor indemnified against the same. However the Vendor"

shall use and install standard proprietary items in the said Apartment and it shall also see that they are property working at the time of installation.

(35) THAT all notices to be served on the Purchaser as contemplated by 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.

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

(37) 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 terms of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of Apartment, (C) To settle the Complaint 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 Arbitrators shall decide the same and the award of Arbitrators shall be final and conclusive and binding on the parties hereto. 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.

(38) THAT all the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be Applicable to this Agreement.

(39) THAT all expenses on account of preparation of all kinds of documents, 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.

(40) 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 land bearing Plot No. 2 (TWO), containing by admeasurement 1204.00 Sq. Mtrs. (OR 12959.856 Sq. Ft.), being a portion of the entire land bearing Kh. Nos. 39/1 and 39/2 of MOUZA – MANKAPUR, P.S.K. 11, bearing City Survey No. 2 and Sheet Nos. 8 & 9, situate at Royal Town, Jaripatka, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 57 in Tahsil and District – NAGPUR and bounded as under:-

ON THE EAST	-	18.00 MTRS. WIDE ROAD
ON THE WEST	-	RAILWAY LAND
ON THE NORTH	-	OPEN SPACE

ON THE SOUTH - OPEN SPACE**SECOND SCHEDULE REFERRED TO ABOVE****(RESIDENTIAL)**

ALL THAT RC.C. Superstructure comprising Apartment No. _____ (2 or 3 BHK) on the _____ FLOOR of a building proposed to be constructed on the aforesaid Plot of land and to be known and styled as "PYRAMID CITY-PEARL-F" covering a Built up area of _____ Sq. Mtrs. (Super Built-up area _____ Sq. Mtrs.) including/excluding the share in staircase and balconies for Upper Floors.

ANNEXURE "A"
Specifications**STRUCTURE**

- R.C.C. Framed Structure

GENERAL

- Aesthetically designed grand entrance lobby
- Elevators in each tower
- Premium Marble & Granite Flooring in left lobbies, corridors and staircases up to 1st Floor Landing
- Marble in Staircases from 2nd floor
- Power backup for lift
- Solar water heating system

ROOMS

- 2' * 2' Vitrified tile flooring in lining, dining and all bedroom
- Premium quality 2 coat putty on internal walls and ceiling
- Sliding plain anodized windows 3 track
- Teak Veneer polished door for main entrance
- Solid core painted flush doors for other rooms

KITCHEN

- Vitrified tile flooring
- Granite platform with stainless steel sink and drain board
- 2 feet high ceramic tile dado above kitchen platform

BATHROOMS/TOILETS

- Matt finish ceramic tile flooring
- Ceramic tile dado up to door height
- Superior quality CP fitting & fixtures Jagwar or equivalent
- Concealed plumbing Hindware or Equivalent
- Premium quality EWC & WHB

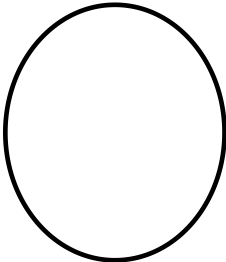
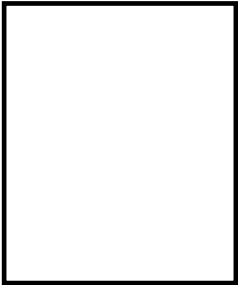
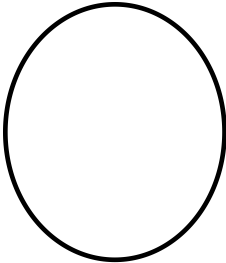
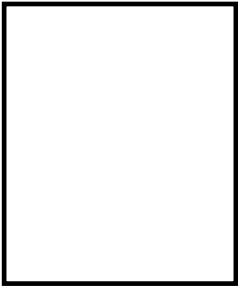
BALCONIES

- Matt finish ceramic tile flooring Synthetic enamel painted MS Railing

ELECTRICAL FITTINGS

- Modular switches
- Sufficient points in all rooms
- Concealed copper wiring
- AC point in all bedrooms and living / dining room
- Cable TV & Telephone points in living room and master bedroom

IN WITNESS WHEREOF the VENDOR, the PURCHASER and the CONFIRMING PARTY hereinabovenamed have hereto set their respective hands and signed this AGREEMENT TO SELL at NAGPUR in presence of the attesting witnesses signed as on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/s. PYRAMID ARCADES PRIVATE LIMITED (YOGENDRA RATAN KASHYAP) Authorised Director <u>VENDOR</u>
02			(<u>PURCHASER</u>)

WITNESSES :

(1) _____

(2) _____