AGREEMENT TO SELL FOR RS. _____ ONLY

(RUPEES _____ ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. _____ ONLY

THIS AGREEMENT TO SELL is made and executed at Nagpur on this ..... day of **..... 2023** BY AND BETWEEN:

MAHALAXMI AEDIFICATORS PRIVATE LIMITED (Formerly Known as SWADHA AEDIFICATORS PRIVATE LIMITED) (PAN NO. ADICS9209H), a Company duly incorporated under the Companies Act, 1956/2013, bearing Corporate Identity No. U45309MH2022PTC386309, having its Registered Office at N-103-104, Laxmi Vihar Apartments, behind Hotel Airport Centre Point, Wardha Road, Somalwada, Nagpur–440025 and acting through its Authorized Director **(1) SHRI. RAHUL S/o JAGDISH BONDRE**, Aged about 41 Years, Occupation–Business and Agriculturist, AADHAR UID NO. 7077 3261 1826, Mobile No. 9850540601, Resident of Plot No. 17, Paradise Society, New Sonegaon, Khamla Road, Nagpur–440025, Tahsil and District–NAGPUR; AND **(2) SHRI. HARSH S/o ANISH CHHAJED**, Aged about 25 Years, Occupation–Business and Agriculturist, AADHAR UID NO. 6302 8015 9408, Mobile No. 8939364222, Resident of Flat No. 303, Mangalam Apartments, Khare Town, Dharampeth, Nagpur-440010, Tahsil and District–NAGPUR, hereinafter called the "**VENDORS/PROMOTERS**", 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, executors, administrators liquidators and assigns of the **ONE PART**.

IN FAVOUR OF

MR./MRS. ……,
Aged about ….. Years, Occupation-……,
Income Tax Permanent Account No. ……, Call No. …….
Aadhar Unique Identity No. ……
Resident of: - …….

Hereinafter called the **"ALLOTTEE/PURCHASER",** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE/PURCHASER",** as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

A. DESCRIPTION OF THE LAND AND PROPERTY:-

THAT, the VENDORS/PROMOTERS is the sole and exclusive owners of non-agricultural Land bearing Khasra/Survey Nos. 12/1 and 13/1 of MOUZA-MOHGAON, P. S. K. 74 having an area of 0.37 Hectares and 2.48 Hectares respectively (Total admeasuring 2.63 Hectares – 0.15 Hectares acquired by the Railway Authority), Rental Rs. 1.25 and Rs. 14.00 Yearly respectively, Both held in Bhogwatdar Class-1 Rights, situated at Village-Mohgaon, within the limits of Nagpur Metropolitan Region in Tahsil–Nagpur (Rural) and District–NAGPUR.

(i) That, ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey No. 30/1, 30/2, 32/1-2, 32/4 and 33** of MOUZA-MOHGAON, P. S. K. 74, situated at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR, Originally belonged to Shri. Nabhaji Wankhede, as a recorded owner, being his separate property.

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(ii) That consequent upon the death of the aforesaid Shri. Nabhaji Wankhede leaving behind him, his Widow Smt. Manabai Nabhaji Wankhede and 3 married daughters namely (1) Mrs. Lilabai Laxmanarao Newulkar (2) Mrs. Prabhatai Devidas Thakre and (3) Mrs. Gayabai Santoshrao Gode, as his only legal heirs, who inherited the said entire property by way of intestate succession.

(iii) That, the aforesaid Smt. Manabai Nabhaji Wankhede, Mrs. Lilabai Laxmanrao Newulkar, Mrs. Prabhatai Devidas Thakre and Mrs. Gayabai Santoshrao Gode executed a Partition Deed on 17-04-1975, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 1780 on even date and in terms of which the aforesaid properties came to the shares of their names in described the following clauses:-

(a) ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey Nos. 32/4 and 33** of MOUZA-MOHGAON, P. S. K. 74 having an area of 0.35 Hectares and 0.97 Hectares respectively, Rental Rs. 1.25 and Rs. 4.00 Yearly respectively, held in Bhumidhari Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR came to the share of Smt. Manabai Nabhaji Wankhede.

(b) ALL THAT piece and parcel of agricultural Land bearing **Khasra/Survey No. 30/1** of MOUZA-MOHGAON, P. S. K. 74 having an area of 5.25 Hectares, Rental Rs. 7.50 Yearly, held in Bhogwatdar Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR, came to the share of Smt. Leelabai Laxmanrao Newulkar.

(c) ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey Nos. 30/2 and 32/1-2** of MOUZA-MOHGAON, P. S. K. 74 having an area of 1.52 Hectares and 0.74 Hectares respectively, Rental Rs. 6.00 and Rs. 2.50 Yearly respectively, held in Bhumidhari Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR, came to share of Smt. Prabhatai Devidas Thakre.

(iv) That, the aforesaid Smt. Prabhatai Devidas Thakre later on turn transferred the aforesaid property comprising ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey Nos. 30/2 and 32/1-2** of MOUZA-MOHGAON, P. S. K. 74 having an area of 1.52 Hectares and 0.74 Hectares respectively, Rental Rs. 6.00 and Rs. 2.50 Yearly respectively, held in Bhumidhari Rights, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR, by way of Sale to her sister Smt. Leelabai Laxmanrao Newulkar, by a Sale Deed Dated 09-06-1978, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2502 on even date. As a result therefore the aforesaid Smt. Leelabai Laxmanrao Newulkar became an exclusive, absolute and full owner of **Khasra/Survey Nos. 30/1, 30/2 and 32/1-2** of Mouza–Mohgaon having an area of 5.25 Hectares, 1.52 Hectares and 0.74 Hectares respectively with heritable and transferable rights therein.

(v) That, the aforesaid Smt. Manabai Nabhaji Wankhede later on turn transferred the aforesaid property comprising ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey Nos. 32/4 and 33** of MOUZA-MOHGAON, P. S. K. 74 having an area of 0.35 Hectares and 0.97 Hectares respectively, Rental Rs. 1.25 and Rs. 4.00 Yearly respectively, held in Bhumidhari Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR by way of Sale to 1) Shri. Gopal Mangilal Agrawal, 2) Shri. Rajendrakumar Ramswaroop Agrawal, 3) Shri. Sandeep Kisanlal Agrawal and 4) Shri. Sanjay Amilal Agrawal, by a Sale Deed Dated 28-04-1982, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 946 on even date.

(vi) That, the aforesaid Smt. Leelabai Laxmanrao Newulkar later on turn transferred the aforesaid property comprising ALL THAT piece and parcel of agricultural Land bearing **Khasra/Survey No. 30/1** of MOUZA-MOHGAON, P. S. K. 74 having an area of 5.25 Hectares, Rental Rs. 7.50 Yearly, held in Bhogwatdar Class-1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary

rights appurtenant and belonging thereto, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR by way of Sale to 1) Shri. Gopal Mangilal Agrawal, 2) Shri. Rajendrakumar Ramswaroop Agrawal, 3) Shri. Sandeep Kisanlal Agrawal and 4) Shri. Sanjay Amilal Agrawal, by a Sale Deed Dated 28-04-1982, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 945 on even date.

(vii) That, in the like manner the aforesaid Smt. Leelabai Laxmanrao Newulkar later on turn transferred the aforesaid property comprising ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey Nos. 30/2 and 32/1-2** of MOUZA-MOHGAON, P. S. K. 74 having an area of 1.52 Hectares and 0.74 Hectares respectively, Rental Rs. 6.00 and Rs. 2.50 Yearly respectively, held in Bhumidhari Rights, situate at Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR by way of Sale to 1) Shri. Gopal Mangilal Agrawal, 2) Shri. Rajendrakumar Ramswaroop Agrawal, 3) Shri. Sandeep Kisanlal Agrawal and 4) Shri. Sanjay Amilal Agrawal, by a Sale Deed Dated 28-04-1982, which is duly Registered at the Office of the Joint Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 1056 on even date.

(viii) That, they said Shri. Gopal Mangilal Agrawal relinquished all his rights, title and interest in the aforesaid properties i.e. **Khasra/Survey Nos. 30/1, 30/2, 32/1-2 and 32/4** of MOUZA–MOHGAON in favor of 1) Shri. Rajendrakumar Ramswaroop Agrawal, 2) Shri. Sanjay Amilal Agrawal and 3) Shri. Sandeep Kisanlal Agrawal, by a Relinquishment Deed Dated 15-05-1982.

(ix) That, after consolidation and revision of Agricultural lands bearing **Khasra/Survey Nos. 30/1, 30/2 and 33/2, 32/4 and 32/1-2** revised **Khasra/Survey Nos. 47, 48, and 49** of Mouza–Mohgaon having an area of 7.74 Hectares, 0.35 Hectares and 0.74 Hectares respectively.

(x) That, accordingly by an Agreement dated 09-05-1986, the aforesaid 1) Shri. Rajendrakumar Ramswaroop Agrawal, 2) Shri. Sanjay Amilal Agrawal and 3) Shri. Sandeep Kisanlal Agrawal has divided 2 parts of the aforesaid **Khasra/Survey Nos. 47, 48, and 49** of Mouza–Mohgaon. As per Agreement the 50% share and interest in the aforesaid property came to share of the said Shri. Rajendrakumar Ramswaroop Agrawal and remaining 50% share in the aforesaid property came to share of the said Shri. Sanjay Amilal Agrawal and Shri. Sandeep Kisanlal Agrawal absolutely forever.

(xi) That, during the course of time Resurvey of the said Mouza–Mohgaon was conducted and the aforesaid lands bearing **Khasra/Survey Nos. 47, 48, and 49** of Mouza–Mohgaon recorded in the name of the 1) Shri. Rajendrakumar Ramswaroop Agrawal, 2) Shri. Sanjay Amilal Agrawal and 3) Shri. Sandeep Kisanlal Agrawal is now identified as **Khasra/Survey Nos. 12 and 13** of Mouza–Mohgaon having an area of 0.74 Hectares and 5.26 Hectares respectively, Rental Rs. 2.50 and Rs. 5.26 respectively held in Occupancy Class-2 Rights.

(xii) That, the aforesaid 1) Shri. Rajendrakumar Ramswaroop Agrawal, 2) Shri. Sanjay Amilal Agrawal and 3) Shri. Sandeep Kisanlal Agrawal executed a Partition Deed on 09-05-1986 and in terms of which the aforesaid properties comprising Northern Half Portion of **Khasra/Survey Nos. 12 and 13** of Mouza–Mohgaon came to the share of 1) Shri. Sanjay Amilal Agrawal and 2) Shri. Sandeep Kisanlal Agrawal and Southern Half Portion of **Khasra/Survey Nos. 12 and 13** of Mouza–Mohgaon came to the share of Shri. Rajendrakumar Ramswaroop Agrawal absolutely forever with heritable and transferable rights therein.

(xiii) That, in view of the said Partition the Southern Half Portion of **Khasra/Survey Nos. 12 and 13** of Mouza-Mohgaon held by aforesaid Owner Shri. Rajendrakumar Ramswaroop Agrawal is now identified as **Khasra/Survey Nos. 12/1 and 13/1**, having an area of 0.37 Hectares and 2.63 Hectares respectively, rental Rs. 1.25 and Rs. 14.00 Yearly, held in Occupancy Class-2 Rights.

(xiv) That, the aforesaid Agricultural land comprising **Khasra/Survey Nos. 12/1 and 13/1** of Mouza–Mohgaon converted from Occupancy Class-2 to Occupancy Class-1 Rights vide Order Dated 23-04-2012.

(xv) Those, during his life time the aforesaid Shri. Rajendrakumar Ramswaroop Agrawal executed his LAST WILL AND TESTAMENT on 21-05-2009 and thereby he bequeathed the aforesaid entire property comprising **Survey/Khasra/Gut Nos. 12/1 and 13/1** having an area of 0.37 Hectares and 2.63 Hectares respectively, Rental Rs. 1.25 and Rs. 14.00 Yearly, held in Occupancy Class–1 Rights to his Wife Namely Mrs. Pushpa Rajendrakumar Agrawal, absolutely forever with heritable and transferable rights therein. The said Will was duly registered in the Office of the Sub-Registrar, Nagpur-8 in Book No. 4, at Sr. No. 2813 on 26-05-2009.

(xvi) That, said Shri. Rajendrakumar Ramswaroop Agrawal left for heavenly abode on 22-03-2013 and consequent upon his demise/death, his Wife Namely Mrs. Pushpa Rajendrakumar Agrawal, become an exclusive, absolute and full owner the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL DEED Dated 21-05-2009 with heritable and transferable rights therein and the same is also accordingly mutated in her name in all relevant records vide Ferfar Entry Nos. 1161 and 1162 Dated 09-02-2022 and 28-02-2022.

(xvii) That, the **Survey/Khasra/Gat No. 13/1** having an area of 2.48 Hectares (Total admeasuring 2.63 Hectares – 0.15 Hectares acquired by the Railway Authority for own use), part of this Agricultural land admeasuring area 0.15 hectares was acquired by Railway Department/Authority Nagpur and compensation for the same Agricultural land was paid by the Railway Department/Authority Nagpur, in favor of Mrs. Pushpa Rajendrakumar Agrawal.

(xviii) That, the aforesaid Mrs. Pushpa Rajendrakumar Agrawal later on transferred/sold the aforesaid property comprising ALL THOSE piece and parcel of agricultural Lands bearing **Khasra/Survey Nos. 12/1 and 13/1** of MOUZA-MOHGAON, P. S. K. 74 having

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an area of 0.37 Hectares and 2.48 Hectares respectively (Total admeasuring 2.63 Hectares – 0.15 Hectares acquired by the Railway Authority for own use), Rental Rs. 1.25 and Rs. 14.00 Yearly respectively, Both held in Bhogwatdar 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 Village–Mohgaon in Tahsil–Nagpur (Rural) and District–NAGPUR, by way of Sale to Swadha Aedificators Private Limited, by a Sale Deed dated 30-08-2022, which is duly registered in the Office of Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 7696 on even date.

(xix) That Swadha Aedificators Private Limited has changed its name as "**Mahalaxmi Aedificators Private Limited**" and a Certificate of Incorporation pursuant to Change of Name is also issued by Registrar of Companies.

(xx) That, the aforesaid Mahalaxmi Aedificators Private Limited has got the above said land bearing Kh. Nos. 12/1 and 13/1 of Mouza–Mohgaon converted for Non-Agricultural (Residential) use as per the letter of The Collector, Nagpur (Rural). As a result therefore the said Mahalxmi Aedificators Private Limited (Formerly Known as Swadha Aedificators Private Limited**),** the **VENDORS/PROMOTERS** named hereinabove has now become an exclusive, absolute and full owners of the aforesaid property comprising ALL THAT Piece and Parcel of non-agricultural Land bearing Khasra/Survey Nos. 12/1 and 13/1 of MOUZA-MOHGAON, P. S. K. 74 having an area of 0.37 Hectares and 2.48 Hectares respectively (Total admeasuring 2.63 Hectares – 0.15 Hectares acquired by the Railway Authority for own use), Rental Rs. 1.25 and Rs. 14.00 Yearly respectively, Both held in Bhogwatdar Class-1 Rights, situated at Village-Mohgaon, within the limits of Nagpur Metropolitan Region in Tahsil–Nagpur (Rural) and District–NAGPUR with heritable and transferable rights therein and the same is also accordingly recorded in the Revenue Records Vide Ferfar Entry No. 1202, Dated 09-12-2022.

THAT, the Urban Development Department in accordance with the Maharashtra Metropolitan Region Development Authority Act, 2016 published a Notification dt. 04.03.2017 bearing No. NMRDA-3316/C.R.55/UD-7 wherein Planning authority called Nagpur Metropolitan Region Development Authority has been appointed for the area aforesaid and rescinds the Government Notification, Urban Development Department No. TPS/2413/451/CR231/UD-9 Dated. 23.12.2014, by which the Nagpur Improvement Trust, Nagpur has been declared as a Planning Authority for Development Area U/s 42A of the M. R. & T. P. Act and appointed Nagpur Metropolitan Region Development Authority as the Development Authority U/s 42D thereof for the said area.

THAT, the Nagpur Metropolitan Region Development Authority has tentatively sanctioned the residential Lay-out carved on the said entire land of Khasra Nos. 12/1 and 13/1 of MOUZA–MOHGAON, Patwari Halka No. 74, having an area of 0.37 Hectares and 2.48 Hectares respectively, consisting of various residential Lay-out plots vide Letter bearing No. NMRDA/LT/2023/APL/00049, dated 09-03-2023 and the same is attached hereto as **Annexure-"B**".

THAT, the VENDORS/PROMOTERS decided to develop the aforesaid land of Khasra Nos. 12/1 and 13/1 of MOUZA–MOHGAON into a residential Lay-out on the said entire land and applied to Collector, Nagpur for the change of the user of the said land from agricultural into non-agricultural purposes (i.e. residential use) and the same is attached hereto as **Annexure-"C**". and the Lay-out on the said land is also recommended for tentatively approval by the Executive Engineer, NMRDA, Nagpur vide letter No. NMRDA/LT/2023/APL/00049, dated 09-03-2023 and the same is attached hereto as **Annexure-"D**". The said Lay-out is sanctioned as Residential Lay-out and the same is known and styled as "**MAHALAXMI NAGAR-27".**

THAT, the VENDORS/PROMOTERS has agreed to develop the Lay-out as per the drawing, designs and specification to be approved by the Executive Engineer, NMRDA;

THAT, the ALLOTTEE/PURCHASER/S hereinabove being interested to own one of the Residential Plot in the said Lay-out, approached the VENDORS/PROMOTERS herein and visited the office of the VENDORS/PROMOTER and also satisfied himself/herself/themselves in respect of the title of the said entire property and VENDORS/PROMOTER'S authority and right to develop the said land and to sell the various residential Lay-out plots to the prospective buyers;

THAT, the ALLOTTEE/PURCHASER/S here-in-above approached to the VENDORS/PROMOTERS for the purchase of Residential Plot for his/her/their residential purposes in the said Lay-out known as **"MAHALAXMI NAGAR-27"** and has agreed to pay the cost of developed plot to the VENDORS/PROMOTERS; AND

B. TITLE CERTIFICATE: The title of the Owners/Promoters is duly verified through their Advocate Yogesh S. Gonnade, Nagpur and has certified that the title of the present owner/promoter is clean, clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof. The said title Certificate is filed herewith as **Annexure- "A";**

C. EXCLUSIVE RIGHT TO SELL AND DEVELOP: In the circumstances, the Owners/Promoters has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owners/Promoters has applied for, and is granted due registration under the provisions of the Real Estate (Regulation and Development) Act, 2017, bearing No. **……**; and the same is attached hereto as **Annexure-"E"**.

D. PURCHASER AGREES TO ACQUIRE: The Purchaser, after satisfying herself/himself as regards the title of the Owner/Promoter to the said property, and after inspection of the entire documents of title as specified in the above Title opinion ***Annexure-"A"*** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open

Plot No. _____ as specified in *Schedule "A"* written hereinafter (hereinafter for the sake of brevity referred to as the "said Plot"). The Purchaser/s has/have agreed to acquire **Plot No.** ____ admeasuring about _____ **Sq. Mtrs**. **(OR** _____ **Sq. Ft),** at or for the consideration and on the terms and conditions set out hereinafter, the said Plot No. _____ is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the SCHEDULE hereunder written and marked in Red on the Plan *Scheme "B"*.

E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS: The Purchaser/s has/have demanded from the Owners/Promoters and the Owners/Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER: The Purchaser/s has/have before the execution hereof, had the title of the Owners/Promoters thereto independently verified through the Legal Counsel/Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/herself/themselves that the same is free from all encumbrances and is clear and marketable.

G. CONSIDERATION : After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoters herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of **Rs.** _____ **(Rupees** _____**)** Only vide Cheque No. _____ Dated _____ drawn on _____ Bank, _____ Branch, being the part payment out of the lump sum total Sale-price of **Rs.** _____ **(Rupees** _____**)** Only against and in consideration of the said Plot agreed to be sold by the Owners/Promoters to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owners/Promoters hereby admit and acknowledge. The Purchaser has agreed to pay to the Owners/Promoters, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the ***Schedule-E*** hereunder written and which payment is deemed to be the essence of these presents;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. PURCHASE AND SALE OF THE PLOT:-

1.1 The Purchaser/s has/have agreed to acquire and Owners/Promoters has agreed to sell the said Open **Plot No.** ____ admeasuring _____ **Sq. Mtrs**., and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the *Schedule-A* and specified in Plan *Schedule B* hereunder written;

2. CONSIDERATION:-

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS:

As mentioned above, the Owners/Promoters herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owners/Promoters the mutually agreed lump sum consideration of **Rs.** _____ **(Rupees** _____**)** Only and the Purchaser shall make the payment of the same in the name of "VENDORS/PROMOTERS" or such other name as may be specified from time to time by the Owners/Purchaser and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDORS/PROMOTERS in the manner stipulated in **Schedule-E**. That the VENDORS/PROMOTERS shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.

2.1.2 It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

2.2 TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owners/Promoters before _____ on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) two months {U/s 19(10)} of the Owners/promoters giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.

2.2.1 Provided further that the Promoters shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –

(i) War, civil commotion/pandemic or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

2.2.2 That, the VENDORS/PROMOTERS, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the

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VENDORS/PROMOTERS shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The VENDORS/PROMOTERS agrees and undertakes to indemnify the ALLOTTEE/PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDORS/PROMOTERS.

2.2.3 The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential/legal Purposes.

2.3 DELAYS IN HANDING OVER POSSESSION BY OWNESR/PROMOTERS:

It is agreed between the parties hereto that if the Owners/Promoters fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in *clause 2.2* hereinabove or within further mutually agreed period [and a period of three months thereafter.] or if, the Owners/Promoters and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owners/Promoters shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

3. MAINTENANCE OF THE PLOT/LAYOUT:

Commencing the week after Notice in writing is given by the Owners/Promoters to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owners/Promoters, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owners/Promoters, changes for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS:

The Owners/Promoters shall on execution of registered agreement for sale by 51% purchasers from within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form an Association or a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the Owners/promoters and Owners/promoters of which all the purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHT TO DEMAND SUB-DIVISION:

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws.

Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the right of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

6. UNSOLD PLOTS:

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owners/Promoters of all the plots on the said Land, then in such case the Owners/Promoters shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owners/Promoters, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer free, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTERS:

The Promoters hereby represents and warrants to the Allottee/Purchaser as follows:-

(a) The Promoters has clear and marketable title with respect to the project land/Plot; as declared in the title report annexure 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; The promoters has also obtained the necessary N. A. permission from competent authority;

(b) The Promoters has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project land shall obtain requisite approvals from time to time to complete the development of the project.

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) 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; there is no prohibitory order for transfer of the Plot.

(e) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building 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/wings shall be obtained by following dues process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas;

(f) The Promoters 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 Allottee created herein, may prejudicially be affected;

(g) The Promoters 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

(i) The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levied, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(j) 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 Promoters in respect of the project land and/or the project except those disclosed in the title report.

(k) The Promoters shall obtain all such insurance as may be notified by the Government of Maharashtra;

(l) Title of land as a part of real estate project.

8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES:

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owners/Promoters pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owners/Promoters in favor of the Association/Condominium/Society of all Plot purchasers in the said project.

9. 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.

10. FURTHERE 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.

11. ADDRESS FOR SERVICE:

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

Contd. …

Name of Allottee/Purchaser _____

(Allottee's Address)_____

(Promoter's Name) MAHALAXMI AEDIFICATORS PRIVATE LIMITED,

(Promoter Address) at N-103-104, Laxmi Vihar Apartments, behind Hotel Airport Centre Point, Wardha Road, Somalwada, Nagpur-440025.

Notified Email: mahalaxmidevelopers14@gmail.com

It shall be the duly of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

12. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

13. GOVERNING LAW:

That the right 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 civil courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

SCHEDULE–A

(SAID ENTIRE PROJECT LAND)

ALL THOSE piece and parcel of non-agricultural Land bearing Khasra/Survey Nos. 12/1 and 13/1 of MOUZA-MOHGAON, P. S. K. 74 having an area of 0.37 Hectares and 2.48 Hectares respectively (Total admeasuring 2.63 Hectares – 0.15 Hectares acquired by the Railway Authority for own use), Rental Rs. 1.25 and Rs. 14.00 Yearly respectively, Both held in Bhogwatdar Class-1 Rights, situated at Village-Mohgaon, within the limits of Nagpur Metropolitan Region Development Authority in Tahsil–Nagpur (Rural) and District–NAGPUR and bounded as under –

Boundaries of Kh. No. 12/1

ON THE EAST	**-**	**BY NAGPUR WARDHA NATIONAL HIGHWAY,**
ON THE WEST	**-**	**BY NALLAH,**
ON THE NORTH	**-**	**BY REMAINING PORTION OF KH. NO. 12,**
ON THE SOUTH	**-**	**BY NALLAH.**

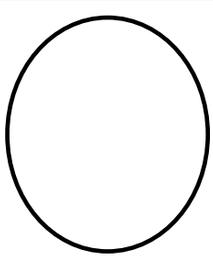
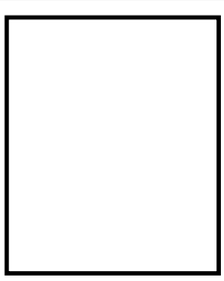
Boundaries of Kh. No. 13/1

ON THE EAST	**-**	**BY NALLAH AND NAGPUR WARDHA NATIONAL HIGHWAY,**
ON THE WEST	**-**	**BY REMAINING PORTION OF KH. NO. 13/1 ACQUIRED BY RAILWAY AUTHORITY,**
ON THE NORTH	**-**	**BY KH. NO. 13/2,**
ON THE SOUTH	**-**	**BY KH. NO. 24.**

ALL THAT piece and parcel of land bearing **Plot No. _____,** admeasuring about _____ **Sq. Mtrs**. (dimensions are as shown in the plan annexed herewith) being portion of Lay-out known as **"MAHALAXMI NAGAR-27"** carved on ALL THOSE piece and parcel of non-agricultural Land bearing Khasra/Survey Nos. 12/1 and 13/1 of MOUZA-MOHGAON, P. S. K. 74 having an area of 0.37 Hectares and 2.48 Hectares respectively (Total admeasuring 2.63 Hectares – 0.15 Hectares acquired by the Railway Authority for own use), Rental Rs. 1.25 and Rs. 14.00 Yearly respectively, Both held in Bhogwatdar Class-1 Rights, situated at Village-Mohgaon, within the limits of Nagpur Metropolitan Region Development Authority in Tahsil–Nagpur (Rural) and District–NAGPUR and the same is bounded as under:

ON THE EAST	:	_____,
ON THE WEST	:	_____,
ON THE NORTH	:	_____,
ON THE SOUTH	:	_____.

IN WITNESS WHEREOF the SELLERS/PROMOTERS and the ALLOTTEE/PURCHASER herein above named have fully examined and read over this AGREEMENT TO SELL before execution and the same is drafted as per their own say and instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written Only for KH. NO. 12/1 and 13/1, (MAHALAXMI NAGAR-27), PLOT NO. …….

SR. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE AND FULL NAME
01			**FOR MAHALXMI AEDIFICATORS PRIVATE LIMITED (Formerly Known as Swadha Aedificators Private Limited)** **1)** **(RAHUL JAGDISH BONDRE)**

02			**(HARSH ANISH CHHAJED)** **Authorized Directors** **VENDORS/PROMOTERS**
03			**ALLOTTEE/PURCHASER**
WITNESSES :-			
I			**WITNEESS NO. 1**
II			**WITNEESS NO. 2**

SCHEDULE – "E"

MANNER OF PAYMENT

Amount Rs.	CH. No. / UTR No.	Date	Bank
	AMOUNT RECEIVED		

It is agreed that the ALLOTTEE/PURCHASER/S shall make the payment of balance consideration of Rs. _____/- (Rupees _____ _____ Only) in the following manner :

Amount Rs.	Payable on or before
	TOTAL AMOUNT