

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

THIS AGREEMENT TO SELL is made on this ____ Day of _____, 2025
BETWEEN

M/S. SUDHASHRI INFRACON L.L.P. (**PAN AEQFS7663K**), A Limited Liability Partnership Firm duly Incorporated under Section 12(1) of the Limited Liability Partnership Act, 2008 bearing LLP Identification No. _____ Dated _____, having its Office at Plot No. 2, Rashtriya Society, Borgaon Square, Gorewada Road, Nagpur-440013 and acting through its Partners (1) SHRI. PRAVIN S/o SHAMDEORAOJI RAUT, Aged 47 Years, Occupation – Business, Resident of Plot No. 8, Bandhu Nagar, Zingabai Takli, Godhani Road, Nagpur-440030, Tahsil and District – NAGPUR (**PAN _____ & AADHAR 8280 5404 5024**); (2) MRS. JUHI W/o VIJAY SHRIVASTAVA, Aged 53 Years, Occupation – Business, Resident of Flat No. B-501, Lotus, Plot No. 39, Cement Road, Shivaji Nagar, Nagpur-440010, Tahsil and District – NAGPUR (**PAN _____ & AADHAR 6497 2779 6851**); (3) MRS. PALLAVI W/o MANOJ KADU, Aged 50 Years, Occupation – Business, Resident of Plot No. 2, Rashtriya Society, Borgaon Square, Gorewada Road, Nagpur-440013, Tahsil and District – NAGPUR (**PAN _____ & AADHAR 6252 0853 0341 _____**); AND (4) SHRI. SACHIN S/o SHRIRAMJI KADU, Aged 46 Years, Occupation – Business, Resident of Plot No. 2, Rashtriya Society, Borgaon Square, Gorewada Road, Nagpur-440013, Tahsil and District – NAGPUR (**PAN _____ & AADHAR 3747 9037 1412**), hereinafter called the VENDOR, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTNERSHIP FIRM and its PARTNERS, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

MRS./SHRI. _____ W/o-S/o _____, Aged ____ Years, Occupation – _____, Resident of _____, Nagpur, Tahsil and District – NAGPUR (**PAN _____ & AADHAR _____**), 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 THAT Agricultural land bearing Kh. No. 77/2 of Mouza – LAVHA, having an area of 2.00 Hectors, Rental Rs. 5.00 held in Bhogwatdar Class-1 Rights, situate at Village – Lavha, P.S.K. 4-A in Tahsil Nagpur (Rural) and District - NAGPUR, Originally belonged to Shri. Dnyaneshwar S/o Laxmanrao Wankhede, being his self acquired property; AND

FOR DISCUSSION PURPOSE ONLY

WHEREAS by an Agreement Dated 25-11-2022 the said Shri. Dnyaneshwar S/o Laxmanrao Wankhede had agreed to sell a Piece of land having an area of 1.00 Hecter comprising the Western Portion of Kh. No. 77/2 of Mouza – Lavha to M/s. Sudhashri Infracon L.L.P., the Vendor hereinabovenamed, upon the several terms and conditions contained therein. The said Agreement to Sell Dated 25-11-2022 is duly Registered in the Office of the Sub-Registrar, Nagpur Rural-10 in Book No. 1 at Sr. No. 6722 on even date on even date on payment of requisite Stamp Duty of Rs. 19,00,300/- and Full Registration Fees of Rs. 30,000/- payable thereon. In pursuance of the said Agreement Dated 25-11-2022 the said Shri. Dnyaneshwar S/o Laxmanrao Wankhede lateron executed a Sale Deed relating to the aforesaid property in favour of the Vendor on 18-5-2023 and the same is duly Registered in the Office of the Sub-Registrar, Nagpur (Rural)-10 in Book No. 1 at Sr. No. 3459 on even date. The said Piece of land having an area of 1.00 Hecter is now renumbered as Kh. No. 77/2/2 of Mouza – Lavha. As a result therefore the Vendor 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 name in all relevant records; AND

WHEREAS the aforesaid land comprising Kh. No. 77/2/2 of Mouza – LAVHA is converted for Non-Agricultural Use by the Collector, Nagpur vide his Order Dated 14-02-2025 passed in Revenue Case No. 81/NAP-34/2024-2025; AND

WHEREAS the Vendor lateron prepared a Layout of the said entire land by carving out various Plots of different sizes therein and the same is duly sanctioned and approved by the Executive Engineer, Nagpur Metropolitan Region Development Authority vide his Order Dated 15-1-2025 in Approval No. NMRDA/LT/2025/APL/00461 in Proposal No. NMRDA-24-29070. The said Layout is sanctioned as a Residential Layout; AND

WHEREAS the Vendor has registered the aforesaid project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No. P_____ Dated _____. Shri. _____ having its Office at _____ has been appointed as an Architect of the said Project; AND

WHEREAS the Vendor does hereby declare that the aforesaid property is absolutely free from encumbrances of all kinds whatsoever. The Vendor has not availed any Project Finance/any Financial assistance against the aforesaid property from any Financial Institutions; AND

WHEREAS the Purchaser hereinabovenamed 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 and approved the Plan of the said Layout; AND

WHEREAS the Purchaser hereinabovenamed being desirous of owning an Independent Plot in said Layout for her/his Residential Use with heritable and transferable rights therein has now approached the Vendor and expressed her/his desire and willingness to purchase the Plot No. ____; AND

WHEREAS considering her/his request and after detailed negotiations the Vendor has now agreed to sell the aforesaid property 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) PURCHASE AND SALE OF THE PLOT:

- 1.1 The Purchaser/s has/have agreed to acquire and Vendor/Promoter 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 sell out hereinafter, and which Plot is more particularly described in the Schedule - A and specified in Plan Schedule B hereunder written.
- 1.2 The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure _____ hereunder written.
- 1.3 The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) being _____ % of the total consideration value of the said unit as booking amount /advance payment on dd/mm/yyyy through mode of payment. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account 50200106731473, HDFC BANK LIMITED having IFS Code HDFC0005927 situated at Ground Floor, Shop No. Ug-5, Ug-6, Ug-7 & Ug-8, Jagat Towers, 4d, Tilak Nagar, Amravati Road, Nagpur – 440010. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 50200106731638 and 50200106713946 respectively.

(2) CONSIDERATION

2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS :

As mentioned above, the Vendor/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Vendor/Promoter the said Open Plot inclusive the specifications mentioned in the Annexure _____ at or for the mutually agreed lump sum consideration of Rs. _____ only) and the Purchaser shall make the payment of the same in the name of “_____” or such other name as may be specified from time to time by the Vendor/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 outgoing as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

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 Vendor/Promoter 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 (fifteen days) two months (u/s 19(10) of the Act) Vendor/Promoter 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.

2.3 DELAY IN HANDING OVER POSSESSION BY VENDOR/PROMOTER :

It is agreed between the parties hereto that if the Vendor/Promoter 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 Vendor/Promoter 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, Vendor/Promoter 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 Vendor/Promoter 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 Vendor/Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/ to pay to the Vendor/Promoter, changes for common service if any.

4. FORMATION OF FINAL BODY OF PURCHASERS :

The Vendor/Promoter shall on execution of registered agreement for sale by 51% Purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Layout, shall form a Co-operation 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 Vendor/Promoters and Vendor/Promoter of which all the Purchasers of Plots shall be bound to become and be admitted as members.

5. NO RIGHTS 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.

Purchaser/s shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire land and the rights of the

Purchaser/s are confined only to the Plot/Plots 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 Vendor/Promoter of all the plots on the said Land, then in such case, the Vendor/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such plots are sold to their party at the discretion of the Vendor/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

7. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER :

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

- (a) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; The promoter has also obtained the necessary N.A. permission from competent authority;
- (b) The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (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 are 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/wing shall be obtained by following due process of law and the Promoter 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 Promoter 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 Promoter 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 Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.

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

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

(k) The promoter 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 Vendor/Promoter 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 Vendor/Promoter or Consenting Party in favour 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. FURTHER ASSURANCES :

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11. ADDRESS FOR SERVICE :

FOR DISCUSSION PURPOSE ONLY

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

Name of Allottee/Purchaser
(Allottee's Address)
Notified Email ID :

M/s. Promoter Name
(Promoter Address)
Notified Email ID :

It shall be the duty of the Allottee and the promoter 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 promoter 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 rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

LIST OF ANNEXES

Annexure "A"	:	7/12 Extracts
Annexure "B"	:	Approved Layout of Plots
Annexure "C"	:	Authenticated Copy of the approved layout showing the specific plot, subject matter of these presents.
Annexure "D"	:	List of Common Areas, and Amenities to the provided under these presents.
Annexure "E"	:	Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. _____ out of the sanctioned layout known and styled as "VIJAY NAGAR-2" admeasuring _____ x _____ equal to _____ Sq. Mtrs. bearing Kh. No. 77/2/2 of Mouza –

FOR DISCUSSION PURPOSE ONLY

LAVHA, P.S.K. 4-A, situate at Village – Lavha in Tahsil Nagpur (Rural) and District - NAGPUR and bounded as under :-

- ON THE EAST
-
- KH. NO. 77/2/1.
- ON THE WEST
-
- KH. NO. 272.
- ON THE NORTH
-
- KH. NO. 260.
- ON THE SOUTH
-
- KH. NO. 277.

Second Schedule Above Referred to
Facilities/ amenities provided/to be provided within the Layout
and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
1.						
2.						
3.						

The size and the location of the facilities/ amenities in form of open spaces (RG/ PG etc.) provided/to be provided within the plot and/ or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1.					
2.					
3.					

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed 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.

WITNESSES :

(1) _____

FOR M/S. SUDHASHRI INFRACON L.L.P.

(2) _____

1)

(PRAVIN SHAMDEORAOJI RAUT)

2)

FOR DISCUSSION PURPOSE ONLY

(MRS. JUHI VIJAY SHRIVASTAVA)

3)

(MRS. PALLAVI MANOJ KADU)

4)

(SACHIN SHRIRAMJI KADU)

Partners

VENDOR

(_____)

PURCHASER

NOTE : THIS DRAFT IS PREPARED AS PER THE MODEL AGREEMENT (GUIDELINES) AS PROVIDED UNDER MAHA RERA RULE 10(1), HOWEVER THE SAME SHALL BE SUBJECT TO CHANGE AS PER THE REQUIREMENTS/COVENANTS OF/BETWEEN THE PARTIES HERETO. ANY MAJOR CHANGES, IF SO MADE, SHALL BE UPLOADED IN DUE COURSE OF TIME ON THE MAHARERA WEBSITE.