

AGREEMENT TO SELL

SHOP NO. 323

ON THIRD FLOOR

CONSIDERATION VALUE AT RS. 35,00,000/-

MARKET VALUE AT RS. 35,01,000/-

THIS AGREEMENT TO SELL IS MADE AT NAGPUR ON THIS 05TH DAY OF SEPTEMBER 2026.

01. M/S RAI UDYOG LTD., a Company duly registered under the provisions of Companies Act 1956, having its Registered Office at "Rajat Sankul", Opp. S.T. Bus Stand, Ganeshpeth, Nagpur-440018, acting through its Managing Director **SHRI. KISHOR S/O SHRI. GOPICHAND RAI** aged about **61 Years**, Occupation: - **Business**, R/o: - **136/A, Canal Road, Ramdaspeth, Nagpur - 440010**. Thus, the SELLER/DEVELOPER has given Power of Attorney for admission and presentation of this Agreement to Sell to **MR. ROMY S/O MR. ANGEL GILL** aged about **45 Years**, Occupation: - **Service**, R/o: - **F/31, St. Martin Nagar, Jaripatka, Ring Road, Nagpur-440014**. Hereinafter referred to & called as the "**SELLER/DEVELOPER**", which term & expression shall, unless repugnant to the context or meaning thereof, always mean & include the said company as well as its directors, successors-in-office, representatives, agents, attorneys, liquidators, executors, administrators, assignees, nominees etc, of **THE FIRST PART**.

[PAN: AACCR6008G]

02 MR. MOHOMMUD RAFIQUE HASAN S/O MR. SHEIKH HASAN CHAND aged about **45 Years**, Occupation: - **Service**, R/o: - **Plot No. 999, Kharbi Road, Near Hasanbag Chowk, Hasanbagh Hanuman Nagar, Nagpur-440009**. Hereinafter known & referred to as the "**PURCHASER**" which term shall unless repugnant to the context or meaning thereof always mean & include the said PURCHASER as well as his legal heirs, representatives, successors, executors, members & assignees of **THE SECOND PART**.

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WHEREAS the SELLER/DEVELOPER is the sole and absolute owner of in All that piece and parcel of Freehold Land bearing-City Survey No. 1870/1-admeasuring 1622.8 Sq.Mtr. & City Survey No. 1872, admeasuring 970.40 Sq.Mtr. i.e. containing by total admeasuring 2593.2 Sq.Mtr. i.e. 27913.20 Sq.Ft. of Mouza: Sitabuldi, having Municipal Corporation House Nos. 59 & 59/A, Sheet No. 29, situated at - Circle No. 19/27, Ward No. 65, Kamptee Road, Sadar, Nagpur, within the limits of N.I.T. & NMC, Nagpur, Sub-Dist. & Dist. Nagpur and M/s Rai Udyog Ltd started the Development work of the above-mentioned land property which is more particularly known and styled as "RAI TOWER".

WHEREAS, previously M/S R.M.S. Exhibitor filed an application for renewal of lease in Revenue Case No. 16/NAA-48/2008 and the lease was renewed till 31st March 2038, vide Registered Lease Deed Document having Sr.No. 6242-2008 dated 05/11/2008 Registered with Sub Registrar, Nagpur-01 and their name is also duly mutated in the Land Records Department and NMC Tax Department.

WHEREAS Scroll Vinimay Pvt Ltd has purchased the said property from M/S R.M.S. Exhibitor by virtue of Sale Deed dated. 29/10/2010 which is duly registered before the joint Sub registrar, Nagpur - 4 in Book No. 01 at Sr.No. 5256-2010.

AND WHEREAS the SCROLL VINIMAY PRIVATE LTD., through its Director Mr. Laxman Manohar Sawant got the mutation done in its name in the City Survey record vide its Entry No. **9938** dated. **11/02/2019** along with **City Survey Office No. 3** Nagpur.

WHEREAS, the Nazul Plot No. 102, C.S. No. 1872 area admeasuring 970.40 Sq.Mtr. was converted to Freehold Land vide the order of the Collector, Nagpur dt. 28/10/2020 vide letter No. रा.मा.क्र. ६/MRC-८९/२०१९-२०२०, मौजा सीताबर्दी and after this an application was made in the office of the City Survey Officer No. 3 to change the user on the property card in the land records as per the order of the collector mentioned above.

AND WHEREAS, SCROLL VINIMAY PRIVATE, LIMITED, THROUGH ITS DIRECTOR MR. LAXMAN S/O MR. MANOHAR SAWANT got the title of the above mentioned property to some interested buyer and they and all of them were desirous to sale the same



decided to sell the same to M/s Rai U. Kishor Gopichand Rai and after detailed Ltd Through its Managing Director Shri that piece and parcel of Freehold Land 1622.8 Sq.Mtr. & City Survey No. 1872, total admeasuring 2593.2 Sq.Mtr. i.e. Municipal Corporation House Nos. 59 & 19/27, Ward No. 65, Kamptee Road, Sadar, Nagpur, Sub-Dist. & Dist. Nagpur know of **Rs. 18,00,00,000/- [Rupees Eighteen Crores]** document No. 2571-2021 dated. 06/04, and thus the M/s Rai Udyog Ltd has bought the piece & parcel of land area admeasuring

WHEREAS the M/s Rai Udyog Ltd, go Udyog Ltd, through Managing Director record vide its Entry No. 11094 dt. 09, Nagpur.

AND WHEREAS the M/s Rai Udyog Ltd Municipal Corporation Tax Department i Mouza: Sitabuldi, Nagpur and also per 31/03/2025 vide its Receipt No. RCPT242 Lac Eighteen Thousand One Hundred Six

AND WHEREAS the M/s Rai Udyog Ltd Municipal Corporation Tax Department 65, Mouza: Sitabuldi, Nagpur and also 31/03/2025 vide its Receipt No. RCPT242 Lac Thirty-Five Thousand One Hundred Six

WHEREAS THE M/S RAI UDYOG LTD., Commercial Building scheme known and



decided to sell the same to M/s Rai Udyog Ltd Through its Managing Director Shri. Kishor Gopichand Rai and after detailed discussions and negotiations, M/s Rai Udyog Ltd Through its Managing Director Shri. Kishor Gopichand Rai agreed to purchase All that piece and parcel of Freehold Land bearing City Survey No. 1870/1-admeasuring 1622.8 Sq.Mtr. & City Survey No. 1872, admeasuring 970.40 Sq.Mtr. i.e. containing by total admeasuring 2593.2 Sq.Mtr. i.e. 27913.20 Sq.Ft. of Mouza: Sitabuldi, having Municipal Corporation House Nos. 59 & 59/A, Sheet No. 29, situated at - Circle No. 19/27, Ward No. 65, Kampjee Road, Sadar, Nagpur, within the limits of N.I.T. & NMC, Nagpur, Sub-Dist. & Dist. Nagpur known & styled as "RAI TOWER" for consideration of **Rs. 18,00,00,000/- [Rupees Eighteen Crores Only]** & subsequently having document No. 2571-2021 dated. 06/04/2021 registered with Sub Registrar Nagpur-2 and thus the M/s Rai Udyog Ltd has become sole and absolute owner of that entire piece & parcel of land area admeasuring 2593.2 Sq.Mtr. i.e. 27913.20 Sq.Ft.

WHEREAS the M/s Rai Udyog Ltd, got the mutation done in the name of M/s Rai Udyog Ltd, through Managing Director Shri. Kishor Gopichand Rai in the City Survey record vide its Entry No. 11094 dt. 09/08/2021 along with City Survey Office No. 3 Nagpur.

AND WHEREAS the M/s Rai Udyog Ltd also got the Mutation done in the Nagpur Municipal Corporation Tax Department in its name having House No. 59, Ward No. 65, Mouza: Sitabuldi, Nagpur and also paid the Corporation Tax upto 01/04/2023 till 31/03/2025 vide its Receipt No. RCPT2425344158 amount of Rs. 1,18,162/- [Rupees One Lac Eighteen Thousand One Hundred Sixty-Two Only] dated. 30/12/2024.

AND WHEREAS the M/s Rai Udyog Ltd also got the Mutation done in the Nagpur Municipal Corporation Tax Department in its name having House No. 59/A, Ward No. 65, Mouza: Sitabuldi, Nagpur and also paid the Corporation Tax upto 01/04/2022 till 31/03/2025 vide its Receipt No. RCPT2425344174 amount of Rs. 1,35,177/- [Rupees One Lac Thirty-Five Thousand One Hundred Seventy-Seven Only] dated. 30/12/2024.

WHEREAS THE M/S RAI UDYOG LTD, has started Development & Construction of Commercial Building scheme known and styled as "RAI TOWER" in All that piece and

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parcel of Freehold Land bearing-City Survey No. 1870/1-admeasuring 1622.8 Sq.Mtr. & City Survey No. 1872, admeasuring 970.40 Sq.Mtr. i.e. containing by total admeasuring 2593.2 Sq.Mtr. i.e. 27913.20 Sq.Ft. of Mouza: Sitabuldi, having Municipal Corporation House Nos. 59 & 59/A, Sheet No. 29, situated at-Circle No. 19/27, Ward No. 65, Kamptee Road, Sadar, Nagpur, within the limits of N.I.T. & NMC, Nagpur, Sub-Dist. & Dist. Nagpur. The Demand was issued for Building Permit from Nagpur Municipal Corporation which was duly paid on 23/01/2025. In accordance with Plans Sanctioned from the Deputy Director of Town Planner, Nagpur Municipal Corporation, Nagpur in the name of M/s Rai Udyog Ltd through Managing Director Shri. Kishor Gopichand Rai

VIDE BUILDING PERMIT NO. NMO/RB/2024/APL/00313 approved Dated. **03/02/2025** which is made a part thereof.

WHEREAS the SELLER/DEVELOPER has started development of the said land into Commercial Scheme and the SELLER/DEVELOPER has started development & construction of a building on All that piece and parcel of Freehold Land bearing-City Survey No. 1870/1-admeasuring 1622.8 Sq.Mtr. & City Survey No. 1872, admeasuring 970.40 Sq.Mtr. i.e. containing by total admeasuring 2593.2 Sq.Mtr. i.e. 27913.20 Sq.Ft. of Mouza: Sitabuldi, having Municipal Corporation House Nos. 59 & 59/A, Sheet No. 29, situated at-Circle No. 19/27, Ward No. 65, Kamptee Road, Sadar, Nagpur, within the limits of N.I.T. & NMC, Nagpur, Sub-Dist. & Dist. Nagpur as per the Building Permit given by the Deputy Director of Town Planning, Nagpur Municipal Corporation, Nagpur Dt. 23/01/2025 to the provision of the Maharashtra Apartment & Ownership Act, 1970, by Deed of Declaration Registered with Sub Registrar Nagpur-2 vide Sr.No. 3191-2021 dt. 07/06/2021 & due to some unavoidable reasons, the Cancellation Deed for Deed of Declaration has been Registered with Sub Registrar, Nagpur-2 vide Sr.No. 1162-2025 dt.

05/02/2025 and afterwards the DEVELOPER M/s Rai Udyog Ltd has executed the Deed of Declaration Registered with Sub Registrar, Nagpur-2 vide Sr.No. 1163-2025 dated.



WHEREAS, the **PURCHASER** has approached to the SELLER/DEVELOPER for the purchase of **Shop No. 323** on **Third Floor** area admeasuring about **31.350 Sq.Mtr. i.e. 337.451 Sq.Ft.** of Carpet area & **33.500 Sq.Mtr. i.e. 360.594 Sq.Ft.** of Built-up area in the Scheme known and styled as "**RAI TOWER**" and also has agreed to pay the cost of

construction along with the price for Built-up area of the said Shop to the SEI duly satisfied and verified the title and

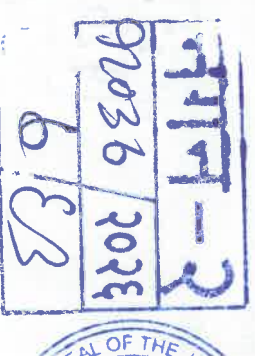
AND WHEREAS, the SELLER/DEVELOPER proportionate undivided share relating to Shop here in above.

AND WHEREAS the Purchaser being de use in the said multistoried building known as R.C.C. Super structure comprising **Shop No. 323** about **31.350 Sq.Mtr. i.e. 337.451 Sq.Ft.** of Built-up area along with the use after detailed negotiations SELLER/DEVELOPER has agreed to sell the said Shop to the Purchaser for a Total Consideration of **Rs. 35,00,000/-** upon the following terms and conditions

NOW THEREFORE THIS AGREEMENT IS

01. THAT, the SELLER/DEVELOPER agrees to sell the said Shop No. 323 on **Third Floor** of the **"RAI TOWER"** the entire R.C.C. Super structure area admeasuring about **31.350 Sq.Mtr. i.e. 337.451 Sq.Ft.** of Carpet area & **33.500 Sq.Mtr. i.e. 360.594 Sq.Ft.** of Built-up area to the Purchaser for a Total Consideration of **Rs. 35,00,000/-** (Rupees Thirty Five Lakhs Only) and the Purchaser shall hereinafter referred to as the Purchaser shall be the Sole & absolute owner of the said Shop and shall have a marketable title in respect of the said Shop for a Total Consideration of **Rs. 35,00,000/-** (Rupees Thirty Five Lakhs Only)

02. The **PURCHASER** has paid an amount of **Rs. 35,00,000/-** (Rupees Thirty Five Lakhs Only) towards the purchase of the said Shop to the Seller/Developer towards the part of



construction along with the price for undivided share **0.51%** in land relating to the Built-up area of the said Shop to the SELLER/DEVELOPER herein, the Purchaser has been duly satisfied and verified the title and locus of SELLER AND.

AND WHEREAS, the SELLER/DEVELOPER have all legal rights to transfer the said proportionate undivided share relating to the said Shop along with the constructed Shop here in above.

AND WHEREAS the Purchaser being desirous of owing a Shop for her/his Commercial use in the said multistoried building known and styled as "**RAI TOWER**" with the entire R.C.C. Super structure comprising **Shop No. 323 on Third Floor** area admeasuring about **31.350 Sq.Mtr. i.e. 337.451 Sq.Ft.** of Carpet area & **33.500 Sq.Mtr. i.e. 360.594 Sq.Ft.** of Built-up area along with the undivided share **0.51%** of the said Scheme and after detailed negotiations SELLER/DEVELOPER has agreed to sell the same to the Purchaser for a Total Consideration of **Rs. 35,00,000/- [Rupees Thirty-Five Lacs Only]** upon the following terms and conditions:

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS FOLLOWS: -

01. THAT, the SELLER/DEVELOPER agrees to sell and the **PURCHASER** agrees to purchase the **Shop No. 323 on Third Floor** in the Scheme named and styled as "**RAI TOWER**" the entire R.C.C. Super structure comprising the Shop proposed construction area admeasuring about **31.350 Sq.Mtr. i.e. 337.451 Sq.Ft.** of Carpet area & **33.500 Sq.Mtr. i.e. 360.594 Sq.Ft.** of Built-up area along with the price of undivided share **0.51%** shall hereinafter referred to and called as "THE SAID PROPERTY" more particularly described in the Schedule herein, and after execution of Sale Deed, the Purchaser shall be the Sole & absolute owner and shall enjoy legal, good, valid and marketable title in respect of the property hereby agreed to be sold for total consideration **Rs. 35,00,000/- [Rupees Thirty-Five Lacs Only]**.

02. The PURCHASER has paid an amount of **Rs. 7,00,000/- [Rupees Seven Lacs Only]** to the Seller/Developer towards the part payment of total consideration.



MANNER OF PAYMENT

SR.NO.	AMOUNT	BY CHQ/RTGS	DATE	BANK NAME
1	11,000/-	Cash	18/08/2026	
2	5,000/-	IMPS/P2A/ 623622580031	27/08/2026	State Bank of India
3	6,84,000/-	095699	03/09/2026	State Bank of India
Total =	Rs. 7,00,000/-			

That the SELLER/DEVELOPER acknowledges to have received above sum of being part payment at the time of execution of this Agreement to Sell from the PURCHASER.

Balance of **Rs. 28,00,000/- [Rupees Twenty-Eighth Lacs Only]** shall be paid by the PURCHASER to SELLER/DEVELOPER in the following manner given below in addition the applicable taxes as per state and central government norms, charges, levies and municipal dues.

MANNER OF PAYMENT

Rs. 10,50,000/- [Rupees Ten Lacs Fifty Thousand Only] 25% out of the balance amount to be paid by the PURCHASER to the SELLER/DEVELOPER at the Completion of Plinth Level.

Rs. 8,75,000/- [Rupees Eight Lacs Seventy-Five Thousand Only] 25% out of the balance amount to be paid by the PURCHASER to the SELLER/DEVELOPER at the Completion of Frame Structure.

Rs. 7,00,000/- [Rupees Seven Lacs Only] 20% out of the balance amount to be paid by the PURCHASER to the SELLER/DEVELOPER after Completion of Brickwork, Lintel, Doorframes, Windows etc.

Rs. 1,75,000/- [Rupees One Lac Seventy-Five Thousand Only] Balance 5% amount to be paid by the Purchaser to the SELLER/DEVELOPER being the final consideration.

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the Shop herein to be paid by the Pu taking over of possession and exec mentioned herein above.

THAT, if the Purchaser fails to make t DEVELOPER of the aforesaid property i agreed for cancellation of deal willing SELLER/DEVELOPER. Moreover, the P booking amount which will be forfeit Cancellation immediately in favour of DEVELOPER are free and at liberty to other prospective Purchaser for which

03. THAT, the payment in time is the make the payment in time, the agree PURCHASER fails to pay the required a 2% per month shall be charged on payment, but in no case payment wit from the due date otherwise the agree

04. THAT, the PURCHASER is ready to for the Purchaser, by the SELLER/DEV SELLER/DEVELOPER.

05. THAT, the SELLER/DEVELOPER her hereby agreed to be sold is the prop none except SELLER/DEVELOPER has a same. The Purchaser has satisfied him to the said property & found the same

06. THAT, the SELLER/DEVELOPER co PURCHASER and that the interest he subsists and the SELLER/DEVELOPER h: same by way of sale to the PURCHASE

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pay all charges out of common maintenance expenses, for the said premises by 10th of every month such as lift maintenance charges, electric meter bills & other common outgoings, failing which the Association is entitled to discontinue all facility immediately without any further reference to the Purchaser and the association will also initiate appropriate action.

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29. THAT, the SELLER/DEVELOPER shall be exclusively in charge of construction of the proposed Scheme including the Shop chosen by PURCHASER in all respects without any let or hindrance or interference of the Purchaser or any other contractor and under no circumstances the Purchaser shall enter into any building contract in respect of the property hereby agreed to be sold with an Engineer, Architect, Building Contractor or any other super visioning agency and such contract if made shall be void and not binding upon the SELLER/DEVELOPER.

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30. THAT, it is understood and agreed by and in between parties i.e. SELLER/DEVELOPER and Purchaser hereto that any dispute arising towards sell of property, the same shall be referred to sole Arbitrator Adv Ghulam Mohammad. That Purchaser specifically agreed that he will not approach to any Court of Law i.e. the Civil Court, Criminal Court and Consumer Dispute Redressal Forum, the State Commission and also directly to the High Court without first exhausting the remedy of Arbitration. It is also further agreed between the Purchaser and SELLER/DEVELOPER that during the pendency of Arbitration proceedings the Purchaser shall not obtain any stay on construction or development work thereby on the said Building/Scheme. The Purchaser also agreed for making entire payment/Fees of Arbitration Proceedings in respect of appointment of the Arbitrator for the dispute raised by Purchaser. That the SELLER/DEVELOPER and Purchaser also agreed that the award of such arbitrator shall be final, conclusive and binding upon both the parties. The Purchaser also agrees that he will not raise any dispute in respect of sell of property after thirty days from the date of execution of Agreement to Sell. It is shall be always understood that the place of arbitration shall always be at Nagpur at S.T. Bus Stand Ganeshpeth, Nagpur-440018.

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31. THAT, the property hereby sold is believed and shall be taken to be correctly described in the schedule hereunder written and if any mis-statement, error or omission is discovered, the same shall not annul this sale nor shall any compensation be allowed



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in respect thereof to the Purchaser but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

32. THAT, it is specifically agreed by the Purchaser that he/she has read and understood this Agreement to Sell & after his/her complete satisfaction signed this document with his/her own will and free consent.

33. THAT, all expenses on account of preparation and execution of this Agreement to Sell including the cost of Stamp Duty and Registration Fees, payable thereon have been borne and paid by the SELLER/DEVELOPER.

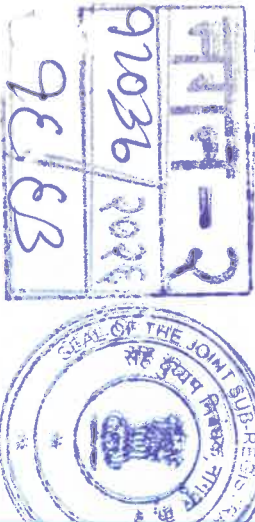
34. THAT, the Seller M/s Rai Udyog Ltd has given Power of Attorney for admission & presentation of this Agreement to Sell on 05/02/2025 vide Sr.No. 1164-2025 Registered with Sub – Registrar, Nagpur – 02.

SCHEDULE OF THE PROPERTY

ALL THAT entire R.C.C. Superstructure comprising **Shop No. 323** on **Third Floor** in the Scheme to be named and styled as **"RAI TOWER"** area admeasuring about **31.350 Sq.Mtr. i.e. 337.451 Sq.Ft.** of Carpet area & **33.500 Sq.Mtr. i.e. 360.594 Sq.Ft.** of Built-up area along with the price of Undivided Share **0.51%** All that piece and parcel of Freehold Land bearing–City Survey No. 1870/1-admeasuring 1622.8 Sq.Mtr. & City Survey No. 1872, admeasuring 970.40 Sq.Mtr. i.e. containing by total admeasuring 2593.2 Sq.Mtr. i.e. 27913.20 Sq.Ft. of Mouza: Sitabuldi, having Municipal Corporation House Nos. 59 & 59/A, Sheet No. 29, situated at - Circle No. 19/27, Ward No. 65, Kamptee Road, Sadar, Nagpur, within the limits of N.I.T. & NMC, Nagpur, Sub-Dist. & Dist. Nagpur, bounded as under: -

IT IS PLOT BOUNDED AS UNDER:

ON THE EAST : KAMPTEE ROAD
ON THE WEST : OFFICE OF THE DIRECTOR OF PUBLIC HEALTH
ON THE NORTH : MOUNT HOTEL AND THEREAFTER MOUNT ROAD
ON THE SOUTH : GIRISH HEIGHTS

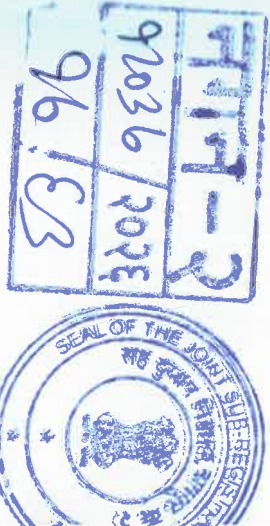


IN WITNESSES WHEREOF THE SELLER
respective hands & sign this **AGREEN**
attesting witnesses, signing as such on

[Signature]

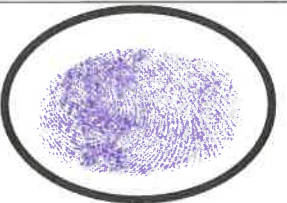
SR. NO.	LEFT THUMB IMPRESSION	PHOTO
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WITNESS - *[Signature]*



IN WITNESSES WHEREOF THE SELLER/DEVELOPER AND PURCHASER have set their respective hands & sign this **AGREEMENT TO SELL** at **NAGPUR**, in presence of attesting witnesses, signing as such on the day first herein above written. **[Drafted by**



SR. NO.	LEFT THUMB IMPRESSION	PHOTO	SIGNATURE WITH FULL NAME OF PARTIES
1			 SHRI. KISHOR GOPICHAND RAI MANAGING DIRECTOR FOR M/S RAI UDYOG LTD SELLER/DEVELOPER
2			 MOHOMMUD RAFFIQUE HASAN S/O SHEIKH HASAN CHAND PURCHASER

WITNESS - 1  , WITNESS - 2 



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