267/10841 **पावती** Original/Duplicate

Friday,December 15 ,2023 नोंदणी क्रं. :39म

11:20 AM Regn.:39M

पावती क्रं.: 16526 दिनांक: 15/12/2023

गावाचे नाव: सिताबर्डी

दस्तऐवजाचा अनुक्रमांक: नगन4-10841-2023

दस्तऐवजाचा प्रकार : विक्री करारनामा

सादर करणाऱ्याचे नाव: मेसर्स साई आर्नव रियल्टी प्रा. लि. तर्फे संचालक श्री. सौरव सुबिरकुमार मुकर्जी



नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 720.00
पृष्ठांची संख्या: 36	
एकूण:	रु. 30720.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:40 AM ह्या वेळेस मिळेल.

NGP4

सह दुय्यम निबंधक वर्ग-2
नागपूर शहर क्र. ४

बाजार मुल्य: रु.49044621.84 /-

मोबदला रु.100200000/-

भरलेले मुद्रांक शुल्क : रु. 7014000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.720/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223153001145 दिनांक: 15/12/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012356494202324E दिनांक: 15/12/2023
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN MH012356494202324E	**BARCODE**	**Date** 13/12/2023-18:30:06	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	**Full Name**	SAI AARNAV REALTY PRIVATE LIMITED
Location	NAGPUR		
Year	2023-2024 One Time	**Flat/Block No.**	.
		Premises/Building	
Road/Street			MOUZA SITABULDI
Area/Locality			NAGPUR
Town/City/District			
PIN		4 4 0 0 1 2	

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	7014000.00
0030063301 Registration Fee	30000.00
Total	70,44,000.00

Remarks (If Any)

SecondPartyName=KUSUM VIJAYKUMAR PANCHMATIA~

Amount In Words Seventy Lakh Forty Four Thousand Rupees Only

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023121321868	2843171454
Cheque/DD No.		Bank Date	RBI Date	13/12/2023-19:30:23	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9503727893

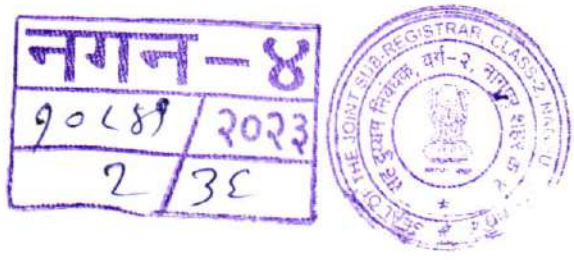
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

नगन – ४
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THE JOINT SUB-REGISTRAR CLASS-II, NAGPUR

Print Date 13-12-2023 07:30:34


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THE JOINT SUB-REGISTRAR, CLASS-2, NAGAN

1A-2324-1820

AGREEMENT TO SELL FOR RS. 10,02,00,000.00 ONLY
(RUPEES TEN CRORE TWO LAKH ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES
(ASR) RS. 4,90,45,000.00 ONLY)

Zone/Item No. 6.173/59 Page 338 Rs. 60,180/- (ASR 2023-24)

THIS **AGREEMENT TO SELL** is made and executed at NAGPUR on this 15th Day of DECEMBER, 2023 BETWEEN : **(1) MRS. KUSUM W/o VIJAYKUMAR PANCHMATIA,** Aged 75 Years, Occupation – Business, PAN AEFPP0236A & AADHAR 8193 5002 7117; AND **(2) SHRI. RAJIV S/o VIJAYKUMAR PANCHMATIA,** Aged 48 Years, Occupation – Business, PAN ADPPP0688R & AADHAR 4178 1243 1089, Both Residents of Plot No. 5, Chitnavis Marg, Civil Lines, Nagpur-440001, Tahsil and District – NAGPUR, hereinafter both jointly called the **VENDORS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDORS**, as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART.**

नगन – ४
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THE JOINT SUB-REGISTRAR, CLASS-II, NAGPUR

AND

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M/S. SAI AARNAV REALTY PRIVATE LIMITED A Company duly Incorporated under the Companies Act, 1956/2013 bearing Incorporation Certificate No. U43900 MH2023 PTC408475, PAN ABLCS4537K, having its Registered Office at First Floor, Sai Point House, Near Minal Apartments, Ganeshwadi, Thane-400601 and acting through its Director **SHRI. SOURAV MUKERJI S/o SUBIR KUMAR MUKERJI,** Aged 54 Years, Occupation – Business, PAN ATLPM0372M & AADHAR 2066 5554 2723, Resident of Godhuli, Kadbi Chowk, Nagpur - 440014, hereinafter called the **PURCHASER**, 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 liquidators, administrators and assigns of the **OTHER PART.**

WHEREAS the Vendors named hereinabove are the Joint/Co-owners of ALL THAT Piece and Parcel of land containing by admeasurement 7258.40 Sq. Ft. (OR 674.328 Sq. Mtrs.) comprising the Southern Portion of Plot No. 5 being a portion of the entire land bearing Kh. No. 224 of Mouza – SITABULDI Togetherwith the existing Double Storeyed Residential House standing thereon covering a Built-up area of 317.9475 Sq. Mtrs., including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 309/E/1, City Survey No. 1659/2 and Sheet No. 13/59 of Mouza – SITABULDI, situate at Chitnavis Marg, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written, hereinafter referred to as **'said Property'**; AND

WHEREAS ALL THAT Piece and Parcel of land comprising Kh. No. 224 of Mouza – SITABULDI, bearing Corporation House No. 309, City Survey No. 1659 and Sheet No. 13/59, Chalta No. 2 of Mouza – SITABULDI, situate at Chitnavis Marg, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66, Circle No. 20 and Division No. 8 in Tahsil and District – NAGPUR, Originally belonged to Shri. Gangadhar S/o Madhavrao Chitnavis and others, being their separate property; AND

WHEREAS the said Shri. Gangadhar S/o Madhavrao Chitnavis and others lateron jointly transferred the said entire property by way of Sale to Shri Vallabh Co-operative Housing Society Limited, A Society duly Registered under The Maharashtra Co-operative Societies Act, 1960 (XXIV of 1961) bearing Registration No. NGP/HSG/1131 Dated 30-11-1981 having its Office at Nagpur by a Sale Deed Dated 20-3-1982, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2492(P) on 23-4-1982; AND

WHEREAS the said Shri Vallabh Co-operative Housing Society Limited lateron prepared a layout of the said entire land by carving out various Residential Plots of different sizes therein for the allotment to its Share Holder Members; AND

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WHEREAS the said Society lateron transferred a Piece of land out of its aforesaid layout bearing Plot No. 5 containing by admeasurement 14475.75 Sq. Ft. (OR 1354.05 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 224 of Mouza – SITABULDI, bearing City Survey No. 1659 and Sheet No. 13/59 of Mouza – SITABULDI, situate at Chitnavis Marg, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66 in Tahsil and District – NAGPUR by way of Sale to its Share Holder Members namely Shri. Vijay S/o Laxmidas Panchmatia, Shri. Jaidev S/o Laxmidas Panchmatia and Smt. Umaben W/o Laxmidas Panchmatia, by Sale Deed Dated 21-8-1982, which is duly Registered in the Office of Joint Sub-Registrar-III, Nagpur in Addl. Book No. 1, Volume No. 472 on Pages 39 to 42 at Sr. No. 5600(P) on 25-8-1982; AND

WHEREAS the said Shri. Vijay S/o Laxmidas Panchmatia, Shri. Jaidev S/o Laxmidas Panchmatia and Smt. Umaben W/o Laxmidas Panchmatia lateron constructed a Double Storeyed Residential House on the said Plot No. 5 covering a total Built-up area of 679.712 Sq. Mtrs., bearing Corporation House No. 309E, City Survey No. 1659/2 and Sheet No. 13/59 of Mouza – SITABULDI in accordance with the Plan duly sanctioned and approved by the Assistant Building Engineer of the Nagpur Municipal Corporation vide his Building Permit No. 19/EPR/66 Dated 31-1-1984; AND

WHEREAS during her life time the said Smt. Umaben W/o Laxmidas Panchmatia executed her LAST WILL AND TESTAMENT on 19-12-2007 and thereby she had bequeathed her Undivided 1/3rd share and interest in the said property to her 2 sons namely Shri. Vijay and Shri. Jaidev absolutely forever with heritable and transferable rights therein; AND

WHEREAS the said Smt. Umaben W/o Laxmidas Panchmatia breathed her last on 14-4-2009 and consequent upon her death/demise, her Undivided 1/3rd share and interest in the said property devolved upon her 2 sons namely Shri. Vijay and Shri. Jaidev in terms of her Last Will Dated 19-12-2007; AND

WHEREAS the said Shri. Vijay S/o Laxmidas Panchmatia and Shri. Jaidev S/o Laxmidas Panchmatia lateron effected a Partition of the said entire property comprising Plot No. 5 Togetherwith the existing Double Storeyed Residential House standing thereon in between them on 21-5-2010 and thereby a Piece of land containing by admeasurement 7258.40 Sq. Ft. (OR 674.328 Sq. Mtrs.) comprising the Southern Portion of the said Plot No. 5 Togetherwith the existing Double Storeyed Residential House standing thereon covering a Built-up area of 317.9475 Sq. Mtrs. was allotted to the exclusive share of Shri. Vijay S/o Laxmidas Panchmatia absolutely forever with heritable and transferable rights therein. By the same Deed of Partition the remaining Piece of land

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containing by admeasurement 7316.35 Sq. Ft. (OR 679.712 Sq. Mtrs.) comprising the Northern Portion of the said Plot No. 5 Togetherwith the existing Double Storeyed Residential House standing thereon covering a Built-up area of 317.9475 Sq. Mtrs. was allotted to the exclusive share of Shri. Jaidev S/o Laxmidas Panchmatia absolutely forever with heritable and transferable rights therein. The said Double Storeyed House was vertically partitioned between the said 2 Brothers. The said Deed of Partition Dated 21-5-2010 is duly Registered in the Office of the Sub-Registrar, Nagpur-3 in Book No. 1 at Sr. No. 2567 on even date; AND

WHEREAS the said Shri. Vijay S/o Laxmidas Panchmatia lateron transferred his aforesaid property comprising the Southern Portion of the said Plot No. 5 containing by admeasurement 7258.40 Sq. Ft. (OR 674.328 Sq. Mtrs.) Togetherwith the existing Double Storeyed Residential House standing thereon covering a Built-up area of 317.9475 Sq. Mtrs., bearing Corporation House No. 309/E/1, City Survey No. 1659/2 and Sheet No. 13/59 of Mouza – SITABULDI by way of Gift to his wife Mrs. Kusum W/o Vijaykumar Panchmatia and son Shri. Rajiv S/o Vijaykumar Panchmatia, the Vendors hereinabovenamed, jointly by Gift Deed Dated 7-12-2018, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1at Sr. No. 6325 on 10-12-2018. As a result therefore the Vendors have now become the Joint/Co-owners of the said Southern Portion of Plot No. 5 Togetherwith the existing structure standing thereon with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS the Vendors had given the said property as collateral security towards the Loan availed by M/s. Rajiv Traders from Axis Bank; AND

WHEREAS the Purchaser named hereinabove is desirous and wishes to develop adjacent properties comprising (i) The Northern Portion of the said Plot No. 5 containing by admeasurement 7316.35 Sq. Ft. (OR 679.712 Sq. Mtrs.) Togetherwith the existing Double Storeyed Residential House standing thereon covering a Built-up area of 317.9475 Sq. Mtrs., bearing Corporation House No. 309/E, City Survey No. 1659/2 and Sheet No. 13/59 of Mouza – SITABULDI AND (ii) All That Piece and Parcel of land admeasuring North-South 18.00 Mtrs. and East-West towards North 27.95 Mtrs. and towards South 39.486 Mtrs. equal to 558.18 Sq. Mtrs. (OR 6007.876 Sq. Ft.) comprising the North-East Portion of the entire land containing by total admeasurement 8295.78 Sq. Mtrs. (as per City Survey Records the area is 8150.20 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 224/1 of Mouza – SITABULDI, bearing Corporation House No. 309 (Old No. 288), City Survey No. 1659/2 and Sheet No. 59 of Mouza – SITABULDI, situate at Shri. Gangadharrao Chitnavis Marg, Civil Lines, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 66 in Tahsil and District – NAGPUR and thus the Purchaser has given an offer to the Vendors to sell their plot of land to it, so

नगन – ४
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that it could construct a Residential Apartment Scheme Project alongwith a Double storeyed Bugalow on the Rear side (North-East side) of said plot of land; AND

WHEREAS considering the said offer, the Vendors have decided to sell its aforesaid property to the Purchaser and to utilise the sale proceeds thereof in their best interest and for the benefits of their family members; AND

WHEREAS the Vendors being thus desirous of selling the aforesaid property and the Purchaser hereinabove named having expressed its desire and willingness to purchase the same for a fairly good price, the Vendors after detailed negotiations agreed to sell the same to the Purchaser for a total valuable consideration of Rs. 10,02,00,000/- (Rupees Ten Crore Two lakh) Only upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

(1) THAT the Vendors will SELL and the Purchaser will BUY ALL THAT Piece and Parcel of land containing by admeasurement 7258.40 Sq. Ft. (OR 674.328 Sq. Mtrs.) comprising the Southern Portion of Plot No. 5 being a portion of the entire land bearing Kh. No. 224 of Mouza – SITABULDI Togetherwith the existing Double Storeyed Residential House standing thereon covering a Built-up area of 317.9475 Sq. Mtrs., including all connections, fittings and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 309/E/1, City Survey No. 1659/2 and Sheet No. 13/59 of Mouza – SITABULDI, situate at Chitnavis Marg, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66 in Tahsil and District – NAGPUR more particularly described in the scheduled here under written along with all other rights, title, benefits, and interest, easement rights of ingress and egress, profits, privileges and appurtenances whatsoever in and pertaining to the said Property.

(2) That the total Sale Consideration agreed is Rs. 10,02,00,000/- (Rupees Ten Crore Two lakh) Only, which the Purchaser have agreed to pay to the Vendors in the following manner :

MANNER OF PAYMENT :

Rs. 1,00,00,000=00 (Rupees One Crore) Only paid by the Purchaser to the Vendors (favouring Mrs. Kusum Vijaykumar Panchmatia) by RTGS vide UTR No. BKIDR52023121400140049, dated 14-12-2023, the receipt whereof is hereby acknowledged by the Vendors.

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Rs. 90,99,000=00 (Rupees Ninety Nine Thousand) Only paid by the Purchaser to the Vendors (favouring Mrs. Kusum Vijaykumar Panchmatia) by RTGS vide UTR No. BKIDR52023121400127892, dated 14-12-2023, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 1,00,00,000=00 (Rupees One Crore) Only paid by the Purchaser to the Vendors (favouring Shri. Rajiv S/o Vijaykumar Panchmatia) by RTGS vide UTR No. BKIDR52023121400123870, dated 14-12-2023, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 90,99,000=00 (Rupees Ninety Nine Thousand) Only paid by the Purchaser to the Vendors (favouring Shri. Rajiv S/o Vijaykumar Panchmatia) by RTGS vide UTR No. BKIDR52023121400127691, dated 14-12-2023, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 1,00,00,000=00 (Rupees One Crore) Only agreed to be paid by the Purchaser to the Vendors (favouring Mrs. Kusum Vijaykumar Panchmatia) at the time of registration of the Sale Deed.

Rs. 1,00,00,000=00 (Rupees One Crore) Only agreed to be paid by the Purchaser to the Vendors (favouring Shri. Rajiv S/o Vijaykumar Panchmatia) at the time of registration of the Sale Deed.

Rs. 4,10,00,000=00 (Rupees Four Crore Ten Lakh) Only adjusted by way of sale of THE UNDIVIDED 5.99 PERCENT (proportionate land share relatable to Bungalow) share and interest in ALL THAT Piece and Parcel of land containing by admeasurement 1,912.22 Sq. Mtrs. being the Plot No. 5 and the adjacent land thereto, being a portion of the entire land bearing Kh. No. 224 and 224/1 of Mouza – SITABULDI TOGETHERWITH the Ground plus One Storeyed Residential Bungalow covering FSI/ Built-up area of 464.50 Sq.Mtrs., towards the Rear side i.e. North-East portion ALONGWITH right of exclusive usage of the land lying underneath and open area surrounding the said proposed Bungalow in all totally admeasuring 464.50 Sq.Mtrs. AND also the Right of common passage leading to Chitnavis Marg passing through northern side of Plot No. 5 having minimum

नगन – ४
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width of 3.60 meters within the side margin, bearing City Survey No. 1659/2 and Sheet No. 13/59 of Mouza – SITABULDI, situate at Chitnavis Marg, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66 in Tahsil and District – NAGPUR, to be owned by the Vendor from the Purchaser after completion of the said Bungalow.

Rs. 10,02,000=00 (Rupees Ten Lakh Two Thousand) Only deducted by the Purchaser from the sale consideration payable to the Vendor towards Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department.

RS. 10,02,00,000=00 (TOTAL RUPEES TEN CRORE TWO LAKH ONLY)

* THAT the Party No. 1 being the Owner of the Bungalow on Rear side, shall be entitled to have access through side margin space of Apartment Scheme shall be of minimum 3.60 Mtrs. wide all the times having free and uninterrupted access alongwith the Apartment Owners through the side margin area covered under the Apartment Scheme for approach from Chitnavis Marg. Such access being through side margin space of Apartment Scheme shall be of minimum 3.60 mtrs. wide all the times.

* THAT the Vendors shall immediately upon registration of this Agreement obtain a No Due Certificate from the Mortgage of Axis Bank and shall deliver original documents of the property hereby agreed to be sold to the Purchaser within a period of 8 (EIGHT) days from the date of this Agreement.

(3) THAT the Vendors hereby assure the Purchaser that the property hereby agreed to be sold is the separate property belonging to them alone and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the said property.

(4) THAT all taxes, charges, rents, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards Non Agricultural Assessments, Corporation Taxes, Cesses, Electricity & Water charges in respect of the said Property have been paid and/or shall be caused to be paid by the Vendors and the Vendors shall continue to pay the same till handing over the possession of the said Property to the Purchaser.

(5) THAT the Vendors undertake and assure that they have good, valid and marketable title and absolute right and full authority to convey and transfer the said

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property to the Purchaser absolutely forever and the same is free from all kinds of encumbrances such as mortgage, agreement, gift, lease, sale, possession, charge, lien, exchange, easement, inheritance, trust or any other interest whatsoever and that no attachment has been levied by any Court either before judgment or in execution of any decree on the said Property and that there are no acquisition, requisition or any such or other proceedings in relation to the said Property and no notice of lis-pendens has been filed / registered in respect of the said property, nor is there any notice issued under the Income Tax Act against the Vendors and there is no impediment of any nature for transfer of the said Property to take place in accordance with the terms hereof.

(6) THAT the Vendors undertake, agree and assure that there is no legal / revenue dispute pending against the said property before any court, legal forum, judicial and/or adjudicating authority(ies).

(7) THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the schedule hereunder written and if any mis-statement, error or omission shall be discovered the same shall not annul this agreement / contract, but all the same such misstatement, error or omission will always be subject to correction by the parties hereto.

(8) THAT the Vendors agree and confirm that the Purchaser shall be entitled to issue Public Notice in newspapers for inviting claims, if any, of any third party over or in respect of the said property.

(9) THAT the Vendors are in peaceful possession and enjoyment of the said Property and that there are no tenants, occupants or squatters on the said Property. The Vendors shall deliver the actual physical possession of the property hereby agreed to be sold to the Purchaser in vacant condition at time of registration of the Sale Deed.

(10) THAT the Purchaser shall get the sanctioning of the Building Plan of the proposed Project including the said Bungalow within a period of 6 (SIX) Months from the date hereof.

(11) THAT the sale will be completed within a period of 15 (FIFTEEN) days from the date of receipt of sanctioned Building Plan for the entire Plot No. 5 admeasuring 14475.75 Sq. Ft. (OR 1354.05 Sq. Mtrs.) alongwith the adjacent land admeasuring 558.18 Sq. Mtrs. towards eastern side of Plot No. 5 by amalgamating the same, and the Vendors executing a proper Sale Deed in favour of the Purchaser or their nominee(s) and the Purchaser paying the monitory sale consideration to the Vendors in the manner stipulated in clause 2 above. In case of delay on the part of Vendors to deliver possession of the property hereby agreed to be sold within the stipulated time period,

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then the Vendors will be liable to pay damages to the Purchaser from the due date of possession till the date of handing over the actual physical possession thereof.

(12) THAT it is clearly understood and agreed by the Vendors that pending Registration of the Sale Deed the Purchaser intends to develop the said property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self-contained separate Apartments therein and One Bungalow towards the Eastern portion of said property. The Vendors do hereby agree to sign the Amalgamation Plans, proposed/revised Building Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to such Plans. The Vendors also agrees to extend all the necessary co-operation and render all assistance to the Purchaser in the matter of securing sanction to the proposed/revised Plans, provided the Purchaser pays/deposits necessary sums in the Office of the Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur in the name of the Vendors who in their turn agrees to return back to the Purchaser such sums as may be refunded to her/him/them by such Local Authorities/Nagpur Improvement Trust/Nagpur Municipal Corporation, Nagpur.

(13) THAT the Vendors hereby allowed and permitted the Purchaser to use and utilize the available F.S.I./Metro, ToD, T.D.R. and Premium for construction of the new Multistoreyed Building on the said Plot of land.

(14) THAT the Vendors are separately executing an Irrevocable General Power of Attorney empowering and authorising the Purchaser to sign/execute the Amalgamation Plans, proposed/revised Building Plans, execute Indemnity Bond(s), Swear an Affidavit and also to sign necessary forms and applications etc. required to be submitted to such Plans, as well as the Sale Deed relating to said property and to do all things necessary to complete the transfer of the property hereby agreed to be developed/sold and this power will not be withdrawn or revoked by the Vendors until the transactions envisaged herein is completed in all respects.

(15) THAT in case either of the parties (i.e. Vendors or Purchaser) fails or neglects to fulfill and observe all or any of the obligations on their/its part as hereinabove contained or otherwise required by law as stipulated above, the other Party shall be entitled to enforce specific performance of this Contract by instituting legal proceedings. Under such event this Agreement will be specifically enforceable under the relevant provisions of the Specific Relief Act, 1963 and the parties will not be entitled raise any plea, as to it's non-enforcement. In case any such plea is raised then this agreement will be deemed to be an Agreement of Sale, in part performance of the terms and conditions of this Agreement, as envisaged by the provisions of Section 53(A) of the Transfer of Property Act, 1882.

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