
पावली

Original/Duplicate

Thursday, October 06, 2016
5:56 PM

नोंदणी क्र. 39म
Regn. 39M

पावली क्र. 7048 दिनांक 06/10/2016

शाबाबे नाब जैताला

दस्तावेजाचा अनुक्रमांक: वगन-5344-2016

दस्तावेजाचा प्रकार: घोषणापत्र

सादर करणाऱ्याचे नाव: तारागण इन्फ्रास्ट्रक्चर प्रायव्हेट लि. तर्फे: सध्यातक श्री प्रभात बाबासाहेब वासाडे

नोंदणी फी ₹ 100.00

दस्त हाताळणी फी ₹ 880.00

पृष्ठांची संख्या: 44

एकूण ₹ 980.00

आपणाम मुळे दस्त, भंडनेल फिट सुची, २ अदाजे
5:30 PM ह्या वेळेस मिळाले

DELIVERED

6-1
सह दुष्यम निबधक, पत्रग-२
नागपूर शहर क्र. ४

बाजार मूल्य: ₹ 0/-

मोबदला ₹ 1/-

भरलेले मुद्रांक शुल्क: ₹ 100/-

1) देयकाचा प्रकार: By Cash रकम: ₹ 100/-

2) देयकाचा प्रकार: By Cash रकम: ₹ 880/-

Prashant

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

© 2015 ©

DEED OF DECLARATION

IN FORM 'A'

IN THE CITY OF NAGPUR, Tahsil and District - Nagpur, WE.

TARANGAN INFRAVENTURES PRIVATE LIMITED, a Company registered under the Companies Act 1956, having registered office 263, Bajaj Nagar, WMC Road, Nagpur-440010, acting through its Authorized Director SHRI PRASHANT S/O BABASAHEB WASADE, aged about 46 years, Occupation Business, hereinafter known and referred to as the "GRANTOR" which expression shall unless repugnant to the context or meaning thereof always mean and include the GRANTOR as well as its Directors, Shareholders, their heirs, legal representatives, executors, administrators, successors and assigns who is fully empowered and qualified to execute this DEED do hereby state

नगन-४
५३४४/२०१६
१/४४



FIRST THAT, the GRANTOR owns the following land situated at ALL THOSE Pieces and Parcel of Non Agricultural land bearing Plot No. 9 containing by admeasurment 2738.40 Sq Mtrs in the sanctioned layout of M/s Shri Kedarreshwar Builders And Developers at Mouza - Jaitala, P.S.K. 44, bearing City Survey No. 648 and Sheet No. 37 (571) & 44 (572), situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District - NAGPUR, which is fully described as follows -

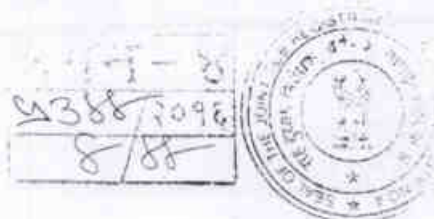
- (1) THAT ALL THAT Pieces and Parcels of land bearing Khasra Nos. 166, 167, 168 having a total area of 7.29 Hectares, Rental Rs. 43.29/- held in Occupancy Class Rights-1 and Khasra No. 78 having an area of 0.39 Hectare R. Rental Rs. 0.50/- of Mouza - JAITALA, Patwari Halka No. 44 in Tahsil and District - NAGPUR, originally belonged to (i) Kuwar Pratapsingh S/o Raje Laxmanrao Bhonsle (ii) Kuwar Ajitsingh S/o Raje Laxmanrao Bhonsle (iii) Kumar Vijaysingh S/o Raje Laxmanrao Bhonsle and (iv) Kuwar Tejsingh S/o Raje Laxmanrao Bhonsle.
- (2) THAT, Shri Janardhan Dhabe and his forefathers were in cultivating possession of said agricultural lands for several years, hence their tenancy right in the said lands was fixed as Mourshi Kul which position was duly recorded in the Bandobast Khasra, mentioned under the provision of the Madhya Pradesh Land Revenue Code, as it was then applicable in the Central procedure as the entire Nagpur District fell in the C.P. & Berar region of the State of Madhya Pradesh.
- (3) THAT consequent upon the death of the said Shri Janardhan Dhabe, the above-said agricultural lands came into the actual physical possession of (i) Shri Purushottam and (ii) Shri Pandurang S/o Late Shri Janardhan Dhabe and (iii) Nilkanth S/o Sadashiv Dhabe as tenants of the said lands under "Mourshi Kul".
- (4) THAT during this life time Shri Pandurang S/o Late Janardhan Dhabe and Shri Nilkanth S/o Sadashiv Dhabe executed their last Will AND TESTAMENT on 16/12/1966 and 28/3/1968 respectively and thereby they bequeathed their share in the above said agricultural lands to Shri Purushottam S/o Janardhan Dhabe absolutely with heritable and transferable right therein. The aforesaid WILLS are duly registered in the office of the Joint Sub- Registrar, Nagpur in Addl Book No. 3, at Sr. Nos. 4005 on 16/12/1966 and 877 on 2/4/1969 respectively.
- (5) THAT aforesaid Shri Pandurang S/o Late Shri Janardhan Dhabe and Shri Nilkanth S/o Sadashiv Dhabe, left for heavenly abode on 16/12/1966 and 17/9/1972 respectively and consequent upon their demise/death the aforesaid Shri Purushottam S/o Late Shri Janardhan Dhabe became the "Mourshi Kul" of the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL dated 16/12/1966 and 28/3/1969.
- (6) THAT Shri Purushottam S/o Janardhan Dhabe left for heavenly abode on 34/2/1973 at Nagpur, leaving behind Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Sarai d/o Purushottam Dhabe, Shri Shrinish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar, as well as, Smt. Sumati w/o Gajanan Mulmule, Smt. Vimal Gangadhar Dehadrai, Smt. Pushpa @ Vijaya w/o Vithalrao Handiakar as his legal heirs.
- (7) THAT, during his lifetime Shri Purushottam s/o late Shri Janardhan Dhabe

नगन-४
५३४४/२०९६
३/४४



executed his last WILL AND TESTAMENT on 19/4/1972 at Bhandara and thereby bequeathed the aforesaid entire property to his three sons namely (i) Shri Mukund (ii) Madhukar and (iii) Shri Prabhakar, absolutely forever with heritable and transferable rights therein, to the exclusion of his other legal heirs and right of enjoyment of property during life time only was given to Ms. Saral Dhabe.

- (8) THAT, daughter of Shri Purushottam Dhabe namely, Smt. Vimal W/o Gangadhar Dehadrai, also passed away on 24/12/1978, leaving behind her the following persons as her legal heirs, namely, (1) Smt. Ujjawal wd/o Tukaram Joshi (2) Shri Ashok Gangadhar Dehadrai (3) Smt. Jayashree wd/o Kamlakar Agnihotri (4) Smt. Archana @ Sandya W/o Sharad Angal (5) Smt. Deepa W/o Prakash Joshi (6) Dr. Sanjay Gangadhar Dehadrai
- (9) THAT, the legal heirs of Smt. Vimal Dehadrai as mentioned in above para have also accepted the above WILL, dated 19/4/1972 of Late Shri Purushottam Dhabe, and have acknowledged the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar as the only persons entitled to the 'said land' by executing the Release Deed on 10/5/99, registered with the office of the Sub- Registrar of Documents, Nagpur-9, in Addl. No. 2, at Sr. No 1081
- (10) THAT, thus in view of the WILL, dated 28/4/1972 of late Shri Purushottam Dhabe, the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, and Shri Mukund Purushottam Dhabe, became the joint/Co-owners of the said land and heritable and transferable rights therein.
- (11) THAT, the legal heirs of late Smt. Sumati Mulmule sister of Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe and Shri Mukund Purushottam Dhabe, however were disputing the above WILL dated 19/4/1972 of Shri Purushottam Dhabe. They had however, not filed any legal proceedings in the Court of law challenging the above WILL. The Madhukar, Prabhakar and late Shri Mukund Dhabe, however, had filed proceedings in the Civil Court being S.C.S No. 705/2005, Mukund & others / Madhukar & others, for declaration of their rights under the above WILL.
- (12) THAT the use of the 'said lands' has been shown to be of agricultural use in the Development Plan for the City of Nagpur prepared in the year 1976 and in fact, the same has and is been used for agricultural activities. The revised Development Plan for the City of Nagpur, dated 10/9/2001, however, shows the user of the 'said lands' as residential vide Notification No. TPS-2004/1528/CR-200/UD-9
- (13) THAT Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe AND LATE Shri Mukund Dhabe on 11/7/2006, had executed a Special Power of Attorney, in favour of Adv. Mrs. Suchita Sanjay Deharai, R/o Shastri Nagar, Bhandara, which is registered with the Office of Sub- Registrar No.4, Nagpur City, in Book No. 4, Sr. No. 3394, thereby empowering her to look after and manage all the matters relating to the 'said lands' and to enter into agreements as well as Sale Deed/s in respect of the 'said lands' Due to a technical mistake in the description of the 'said lands' in the



power of attorney dated 11/7/2007, the same was duly corrected by execution of a Deed of Correction by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and Late Shri Mukund Dhabe, dated 6/11/2007, registered with the Sub-registrar, Class-II, Nagpur City 2 at Sr. No. 6373-2007

(14) THAT 'said lands' were notified for the MIHAN project by the Maharashtra Airport Development Company, which was declared as the Planning Authority, for the area reserved for international Air Cargo Multi-Modal Passenger Hub vide Govt. Notification No. TPS-2401/1494/CR-238/02/UD-9, dated 4/2/2003, however, the said Planning Authority had submitted a proposal to revise the boundary of the said development plan relating to MIHAN, as a result of which, after following the procedure as stipulated u/s 27(1) of the Maharashtra Regional & Town Planning Act, 1966, the Govt. of Maharashtra in the Urban Development the 'said lands' from the MIHAN boundary and to include in the residential zone.

(15) THAT Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, and late Shri Mukund Dhabe, due to their age finding it difficult to continue cultivation of the 'said lands' and being in needs of funds for various purposes and so also to contest the litigation initiated by them in view of the denial of their title as claimed by them under the Will of Late Shri Purushottam Dhabe, by the legal heirs of Smt. Sumati Mulmule and the litigation for acquisition of full rights under the provisions of the Bombay Tenancy and Agricultural lands (Vidarbha Region), Act, 1958, in order to save the property and derive benefits for all out of it, had entered into an agreement of sale on 6/11/2007 with the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane under which the total agreed consideration payable by the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane was Rs. 4,85,45,530/- it was further agreed, that the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane should deal, negotiate and get the issue of ownership in the litigation filed by the OWNERS 1 to 3 and late Shri Mukund Dhabe, bearing SPL Civil Suit No. 705/2005, Mukund & others/ Manohar Mulmule & Others, based upon their rights in view of the WILL of the Shri Purushottam Dhabe, and the Revision Application No. 11-RTA/59/2004-05 pending before the Additional Commissioner, Nagpur, settled at cost to be borne by the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane, it was also agreed in the agreement dated 11/7/2007 that the status of Morushri Kul of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, was required to be recognized under the provisions of the Bombay Tenancy & Agricultural Lands, Vidarbha Region, Act 1958 and converted to absolute ownership by considering the proceedings initiated by them before the appropriate authority, which the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane was to do at its costs. A power of attorney, was also executed by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe in favour of the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane, authorizing them to do various acts deeds and things in respect of the 'said lands' which power of attorney is duly registered with the office of the Sub-Registrar of

नगन-४
५३८८/२०९६
५/८८



(16) THAT, accordingly proceedings which were initiated by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, before the Civil Court, the Additional Commissioner and the Tahsildar, Nagpur were continued by the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapurooji Dudhane, in the name of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe.

(17) THAT, due to the delay in the legal proceedings, a supplementary Agreement came to be executed between the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe and the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapurooji Dudhane on 23/10/2009, in which supplementary Agreement, the consideration payable for the 'said lands' was increased from Rs. 25.51 lacs per acre to Rs. 33.00 lacs per acre, thereby bringing the total consideration payable to Rs. 6,27,89,000/- (Rupees Six Crores Twenty Seven Lacs Ninety Nine Thousand only). It was further enumerated in this supplementary Agreement, that till the date of its execution, an amount of Rs. 1,36,00,000/- (Rupees One Crore Thirty Six Lacs only) already stood paid to the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe. Apart from the increase in consideration, due to the delay, interest of Rs. 40.00 lacs was also paid and agreed to be paid as enumerated in the Supplementary Agreement dated 23/10/2009.

(18) THAT Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe thereafter initiated negotiations with the legal heirs of late Smt. Sumati Mulmule sister of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, who agreed to release their rights in the 'said lands' as well as other properties left behind by late Shri Purushottam Dhabe, for valuable consideration. Accordingly, the M/s Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapurooji Dudhane paid a valuable consideration of Rs. 26,25,000/- (Rupees Twenty Six Lacs Twenty Five Thousand only) to the legal heirs of late Smt. Sumati Mulmule, vide various cheques, drawn on Wardhaman Urban Co-Operative Bank Ltd. and Union Bank of India, dated 30/11/2009 and 30/01/2010 respectively, upon receipt of which, 13 legal heirs of late Smt. Sumati Mulmule, executed a Deed of Relinquishment, in respect of the 'said lands' and other properties, in favour of the Shri Madhukar P Dhabe and Shri Prabhakar P Dhabe and late Shri Mukund Dhabe, on 30/11/2009, which is duly registered with the office of the Sub Registrar, Nagpur-2, at Sr. No. 4709/2009. Similarly on 22/10/2010, the remaining 2 legal heirs of late Smt. Sumati Mulmule, namely (i) Mrs. Varsha Anil Dofode, and (ii) Dr. Swati Roshan Naik, also executed a Relinquishment Deed in respect of the 'said lands' and other properties in favour of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs. Naina Kamlakar Tarasekar, which is registered with the Sub-Registrar of Documents, Nagpur-4, at Sr. No. 4606-2010. In view of these two Relinquishments, Spl Civil Suit No. 705/2005, Mukund Dhabe & Others/ Manohar G. Mulmule, pending in the file of

4388/2098
E/88



Joint Civil Judge, Senior Division, Nagpur, came to be withdrawn by the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, named above and late Shri Mukund Dhabe on 8/2/2011.

- (19) THAT, the sister of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, and late Shri Mukund Dhabe namely Smt Pushpa @ Vijaya Vitthal Handekar, also, for consideration of Rs 5,00,000/- received by her, vide Cheque No 25 4732, dated 1/12/2009, drawn on the Union Bank of India, released all her rights, in the properties left behind by late Shri Purushottam Dhabe, including the 'said lands' in favour of the Shri Madhukar Purushottam Dhabe and Shri Prabhakar Purushottam Dhabe and late Mukund Dhabe, vide Deed of Relinquishment dated 1/12/2009, registered with the Sub-Registrar Nagpur-2 at Sr No. 4729-2009.
- (20) THAT Shri Mukund Dhabe passed away on 12/12/2009, leaving behind him the Shri Shrish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar as his legal heirs, who, vide a Deed of Confirmation, executed by them, on 12/9/2010, confirmed the original Agreement dated 6/11/2007 and the Supplementary Agreement dated 23/10/2009, as binding upon them. In pursuance to the Deed of Confirmation, the, Shri Shrish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar, have also executed and registered a Power of Attorney in favour of the Shri Kedareswar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane, in respect of the 'said lands', which is duly registered with the office of Sub-Registrar, Nagpur-4 at Sr No. 02278-2011, on 13/4/2011.
- (21) THAT, Competent Authority/ Tahsildar, under the Bombay Tenancy & Agricultural Lands (Vidarbha Region), Act 1958 on the application of the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe and late Shri Mukund Dhabe, as prosecuted by the Shri Kedareswar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane, in the name of Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shrish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar passed an order on 7/9/2010 in Case No. 16/R.T.S. 64/1999-2000 accepting the plea of tenancy and declared the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shrish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar as occupancy tenants entitled to purchase the right in the 'said lands'. The Appeal against the said order being Appeal No. 1/59-13-2010-2011, came to be rejected by the Appellate Authority/Sub-Divisional Office, Nagpur, vide Order dated 30/4/2012 filed by Maharaja Udaysinghraje Pratapsingh Bhonsele and others. Certificate for purchase, u/s 43 of the Bombay Tenancy & Agricultural Lands (Vidarbha Region), Act, 1958, in form K, under Rule 20 was issued on 17/5/2012, as a result of which, the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shrish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar above-named, became legally entitled to the 'said lands'.

नगन-४
५३४४/२०१६
१०/४४



(22) THAT the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Tarasekar thereafter, filed an application before the Sub- Divisional Officer, for grant of permission U/s 57 of the Bombay Tenancy & Agricultural Lands (Vidarbha Region), Act, 1958, to sell the 'said lands' to the Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane, which application was registered as Revenue Case No. 57/59-23/2011-12, Mouza- Jaitala, in which, the Sub-Divisional Officer, Nagpur vide Order dated 7/6/2012 was pleased to grant the requisite permission to the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Taraseka to sell the 'said lands' to the Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane.

(23) THAT Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane had also filed an application U/s 89 of the Bombay Tenancy & Agricultural Lands (Vidarbha Region) Act, 1958, for permission to purchase agricultural land from the OWNERS, which application was registered as Revenue Case No. 58/59-23/2011-2012 Mouza- Jaitala, in which the Sub Divisional Officer, Nagpur vide Order dated 11/6/2012, was pleased to grant the requisite permission to the Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane to purchase the 'said lands'.

(24) THAT the agricultural land of Kh. No. 78, is now numbered as City Survey No. 489 in the City Survey Records for the City of Nagpur and similarly the lands of Kh. Nos. 166, 167 and 168 are jointly numbered as City Survey No. 548 in the records of the City Survey Nagpur and in both these records.

(25) THAT the Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Taraseka abovenamed have absolute Malik Makbuza rights, title, interest and possession, over the 'said lands' and are regularly paying the land revenue for the same, which has been paid up to date.

(26) THAT in view of the above facts the said Shri Madhukar Purushottam Dhabe, Shri Prabhakar Purushottam Dhabe, Miss Saral d/o Pusushottam Dhabe, Shri Shirish Mukund Dhabe, Shri Girish Mukund Dhabe, Shri Kanchan Mukund Dhabe and Mrs Naina Kamlakar Taraseka thereafter executed the registered Sale Deed in favour of Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane on 11.12.2012 which came to be registered at serial no. 6227 in the Office of Sub Registrar Nagpur no. 4 on 11.12.2012.

(27) THAT said Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuraoji Dudhane converted the said land i.e. Khasra no. 166, 167, 168 admeasuring 7.29 Hectare Ares into non

नि-४
५३४/२०९६
५/४



agriculture use vide order passed by Hon'ble Collector Nagpur in Revenue case no.74/NAP-34/2012-2013 vide its order dated 04.06.2013 and further also converted the land into non agriculture of Khasra no 78 admeasuring 0.39 Hectare Ares vide order passed by Hon'ble Collector Nagpur in Revenue case no.75/NAP-34/2012-2013 vide its order dated 04.06.2013

(28) THAT thereafter Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane have prepared the layout plan over the said land which was sanctioned by NMC on 23.07.2013 in which there consists of total Eighteen Plots as seen from the layout plan

(29) That Shri Kedareshawar Builders and Developers through its Partners Shri Madhav Wamanrao Deshpande and Shri Abhijit Bapuroji Dudhane later on transferred/sold the Plot No 9 containing by admeasurement 2814.853 Sq. Mtrs. by way of sale to Tarangan Infraventures Private Limited i.e. The Grantor hereinabovenamed through its Authorized Director Shri. Prashant Babasaheb Wasade, by a Sale Deed Dated 17.03.2016, which is duly registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Registered Serial No. 1530/2016 on 17.03.2016. As a result therefore the said M/s. Tarangan Infraventures Private Limited, the Grantor named hereinabove has now become the Owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records

THAT, Shri Kedareshawar Builders and Developers being desirous to construct Multistoried Building scheme following due process of Law had applied for Building Permit & Commencement Certificate and the same was duly obtained on 31.03.2016 bearing No 163/BP/JAITALA/TP/NMC/130 duly sanctioned by Town Planning Department, N.M.C. Nagpur.

THAT, Shri Kedareshawar Builders and Developers along with plot owners desired and applied for revision of part area of the Layout plan and to widen the road width from 9 Mt. to 12 Mt. between Plot No.6 to Plot No.12 and the same is duly sanctioned by Town Planning Department, N.M.C. Nagpur on 23.08.2016

THAT, the Grantor, is a Company registered under the Companies Act 1956, having registered office at 263, Pioneer House, WHC Road, Bajaj Nagar, Nagpur, acting through its Authorized Director SHRI PRASHANT S/O BABASAHEB WASADE herewith submitting the aforesaid property to the provisions of the Maharashtra Apartment Ownership Act and accordingly an Deed of Declaration under the name & style "PIONEER TULIP" consisting of 50 Independent Apartment in Ground+7 Upper Floors.

SCHEDULE OF THE PROPERTY

FIRST ALL THOSE Pieces and Parcel of Non Agricultural land bearing Plot No. 9 containing by admeasurement 2738.40 Sq. Mtrs. in the Multistoried Buildings to be constructed thereon i.e. Ground + 7 Upper Floors consisting of 50 Independent Apartments on 7 Upper Floors of the Buildings which will be more popularly known & styled as "PIONEER TULIP", along with respective Undivided Shares & Interest in above Land, more specifically envisaged in the D.O.D. of the said Building, situated amongst Mouza - Jaitala, P.S.K. 44, bearing City Survey No. 648 and Sheet No. 37 (571) & 44 (572), situated at Jaitala, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District - NAGPUR

TH-8
5388/7098
e/88



- As per Sale Deed plot area 2814.853 Sq. mtrs.
- Plot area as per possession and building sanction 2808.37 Sq. mtrs.
- Out of which 1.5 meter is deducted for road widening 69.97 Sq. mtrs.
- Then actual plot area = 2738.40 Sq. mtrs.

SECOND M/s Tarangan Infraventures Private Limited acting through its Authorized Director SHRI PRASHANT S/O BABASAHEB WASADE hereinafter intended to Develop the aforesaid Plot No 9 as per the sanction by Shri Kedareshiwar Builders and Developers in the Multistoried Buildings viz. "PIONEER TULIP" consisting of Ground + 7 Upper Floors. As a result therefore Grantor hereinabove have now become an exclusive, absolute and full Owner of the said property with heritable and transferable rights therein and the same is also mutated in its sole name in all relevant records.

PLOT NO. 9 BOUNDED AS :-

ON THE EAST	-	PLOT NO 10
ON THE WEST	-	KHASRA NO.96,165 AND 169.
ON THE NORTH	-	12.00 MTRS. WIDE ROAD
ON THE SOUTH	-	PLOT NOS. 15 AND 16

THAT the GRANTOR herein submitting the said entire land described above plot to the provisions of the Maharashtra Apartment Ownership Act, 1970.

THIRD That the GRANTOR has started the construction on the said PLOT No 9 in the Multistoried Building to be known and styled as "PIONEER TULIP" according to the Plan attached hereto as EXHIBIT - A, which is duly sanctioned and approved by the Town Planning Department, N.M.C. Nagpur - and which is being part hereof.

The Postal Address of the Building is as Follows:-

"PIONEER TULIP"

Plot No 9, Mouza - Jaitala, P. S. K. 44, bearing City Survey No. 648 situated at Jaitala, Nagpur- 440036.

FOURTH THAT the said Multistoried building to be known and styled as "PIONEER TULIP" consisting of Ground + 7 Upper Floors with total 50 sanctioned independent apartments. The Ground floor consists of Common parking area. The First Floor consists of Flat Nos. 101, 102, 103, 104, 105, 106, 107 & 108. The Second Floor consists of Flat Nos. 201, 202, 203, 204, 205, 206, 207 & 208. The Third Floor consists of Flat Nos. 301, 302, 303, 304, 305, 306, 307 & 308. The Fourth Floor consists of Flat Nos. 401, 402, 403, 404, 405, 406, 407 & 408. The Fifth Floor consists of Flat Nos. 501, 502, 503, 504, 505, 506, 507 & 508. The Sixth Floor consists of Flat Nos. 601, 602, 603, 604, 605, 606, 607 & 608. The Seventh Floor consists of Flat Nos. 701 and 702 and thereafter is a common terrace. All these Apartments shall be strictly used and utilized for Residential Purposes only. The Upper Floors are capable of individual utilization on account of having their common exit to common/restricted area and facilities of the Building and the Apartments will be sold to one or more owners, each owner obtaining a Particular and exclusive property right thereto and each Apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as Family Unit) and also an Undivided interest in the general common/Restricted Area as Facilities of the Building as listed hereinafter in this Deed necessary for their adequate use and beneficial enjoyment and hereinafter referred to as "General Common/ Restricted Areas and Facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970. If any special

4388/2098
90/88

