CHALLAN
MTR Form Number-6

GRN	MH010691854202021E	BARCODE		Date	27/01/2021-14:40:16	Form ID	25.1

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	NGP1_HQR SUB REGISTRAR NAGPUR 1	Full Name	MS YUGROSHAN INFRA
Location	NAGPUR		
Year	2020-2021 One Time	Flat/Block No.	1
		Premises/Building	
Road/Street	SARDA LAYOUT		
Area/Locality	NAGPUR		
Town/City/District			
PIN	4 4 0 0 0 1		

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	966700.00
0030063301 Registration Fee	30000.00
Total	9,96,700.00

Remarks (If Any)

SecondPartyName=SMT CHANDADEVI RAMSWAROOP SARDA~

Amount In Words: Nine Lakh Ninety Six Thousand Seven Hundred Rupees Only

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042021012728380	210274516468
Cheque/DD No.		Bank Date	RBI Date	27/01/2021-14:40:54	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9373107039

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 नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

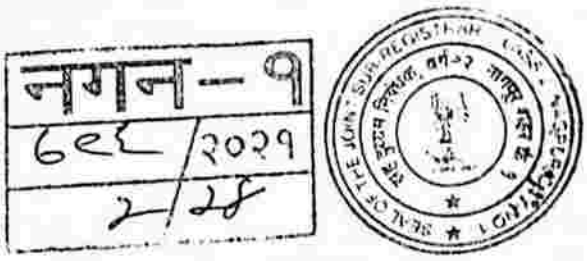
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Print Date 27-01-2021 02:42:54


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AGREEMENT FOR SALE

Valued at Rs. 2,41,67,000/-, Govt. R.R. is Rs. 97,82,000/-, Stamp duty of Rs. 9,66,700/-, City Survey No. 56, Sheet No. 41, 42, 44, 45, 46, Item No. 15.256, Rate Rs. 8,500/-, **of Mouza – Hazaripahad, Tahsil And District – Nagpur.**

THIS MEMO OF AGREEMENT FOR SALE made and executed at Nagpur on This 27th Day of January 2021.

BY

SMT. CHANDADEVI W/O. RAMSWAROOP SARDA [PAN – AHAPS4924L, AADHAAR No. 7644 3849 0136] , Aged about 70 years, Occupation – Housewife, R/o. 14, Daga Layout, Nagpur, hereinafter referred to and called as the **"VENDOR"** which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said **VENDOR** as well as her heirs, legal representatives, successors, executors, assigns etc.

AND

M/S. YUGROSHAN INFRA, through its partners, **1. SMT. SNEHALATA W/O. ALOK KHEMUKA [AADHAAR No. 3341 9748 3251],** aged about 38 years, Occupation – Business, R/o. Flat No. 11-12, Bldg. No. B2, Vrindavan Apartments, Hennessey Road, Near Sonali Nursing Home, Civil Lines, Nagpur – 440 001, **2. SHRI PANKAJ S/O. LATE ROSHAN DHAWAN [PAN – AEDPD0570M, AADHAAR No. 6772 6968 5013]** aged about 39 years, Occupation – Business, R/o. Dalal Compound, Raj Nagar, Katol Road, Nagpur – 440 013, hereinafter referred to and called the **"PURCHASER"** which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said **PURCHASER** as well as its/their respective legal representatives, successors, executors, assigns etc.

Where the context so requires, words and expression referring to the parties hereto also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

WHEREAS; the VENDOR is the sole and absolute owner of ALL THAT piece and parcel of land comprising of plot No. 1 admeasuring 1150.775 Sq. m., in the layout known and styled as **"SARDA LAYOUT"** out of khasra No. 32/2, city survey No. 56, of Mouza – Hazaripahad, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District – Nagpur, having acquired the same from Shri Ramswarup Shankarlal Sarda, as per Gift deed duly registered in the office of the Sub-Registrar, Nagpur – 3, bearing serial/registration No. 4691/2018 dated 26/10/2018.

AND WHEREAS; originally the said khasra No. 32/2 admeasuring 1.91 hectares was purchased by Shri Ramswarup Shankarlal Sarda from Shri Chandrabhan Sitaram Sedame, Shri Ramu Sitaram Sedame, Shri Damu Sitaram Sedame and Smt. Janabai Sitaram Sedame vide sale deed duly registered in the office of the Sub-Registrar, Nagpur – 2, in Book No. A1, bearing serial/registration No. 2281 dated 12/04/1982, wherein he put a layout by carving out plots of different sizes and measurements which has been sanctioned and by the building engineer, Nagpur Improvement Trust, Nagpur dated 26/09/2018.

AND WHEREAS; the said plot has been included in the unauthorized plot/layout regularization scheme of Nagpur Improvement Trust, accordingly upon payment of

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development/regularization charges the said plots have been regularized, sanctioned and released by Nagpur Improvement Trust under the provisions of Maharashtra Gunthewari Developments (Regularization, Upgradation and Control) Act, 2001 as per release letter No. 4933 dated 30/11/2018.

AND WHEREAS; for certain cogent, valid and good reasons, for the benefit and in the interest of family, the VENDOR decided to dispose of the said property to the PURCHASER and further, to utilize the sale proceeds for and in the best interest of family.

AND WHEREAS; the PURCHASER, being desirous to own the said property of the VENDOR, he approached the VENDOR and having offered a fairly good price, he agreed to purchase the said land/property @ Rs. 1951/Sq. Ft. amounting to a total valuable consideration of Rs. 2,41,67,000/- (Rupees Two Crores Forty One Lakhs Sixty Seven Thousand Only), agreed to purchase the said property of the VENDOR which the VENDOR accepted accordingly the parties hereto had due deliberations and discussions, and consequences thereof they have arrived at agreed upon certain terms and conditions. However, it is desirable to record the terms and conditions in writing and are recorded as under.

NOW, THEREFORE, THIS MEMO OF AGREEMENT FOR SALE WITNESSES AS UNDER –

1) THAT, for and against the total valuable consideration amount of Rs. 2,41,67,000/- (Rupees Two Crores Forty One Lakhs Sixty Seven Thousand Only), the VENDOR, being legal and beneficial owner thereof, has agreed to sell to the PURCHASER & the PURCHASER has agreed to purchase from the VENDOR, ALL THAT piece and parcel of land comprising of plot No. 1 admeasuring 1150.775 Sq. m. in the layout known as **"SARDA LAYOUT"**, out of khasra No. 32/2, city survey No. 56, of Mouza – Hazaripahad, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District – Nagpur, more particularly described in the schedule written hereunder which shall from the part and parcel of present deed.

2) THAT, the PURCHASER has paid full and final consideration amount of Rs. 2,41,67,000/- (Rupees Two Crores Forty One Lakhs Sixty Seven Thousand Only), to the VENDOR in the following manner of payment.

C.R. Sarda

MANNER OF PAYMENT

i.	Rs.	2,00,00,000/-	Paid by way of D.D./pay order No. 076049 dated 22/01/2021 of ICICI Bank, Ramdaspeth, Nagpur.
ii.	Rs.	39,85,747/-	Paid by way of D.D./pay order No. 076018 dated 14/01/2021 of ICICI Bank, Ramdaspeth, Nagpur. (This D.D./pay order is for total amount of Rs. 51,00,000/- out of which amount of Rs. 11,14,253/- is to be adjusted for another property of the VENDOR).
iii.	Rs.	1,81,253/-	Deducted/retained by the PURCHASER as tax deducted at source (TDS) on behalf of VENDOR which the PURCHASER undertakes to deposit with income tax department within specified time limit on behalf of VENDOR and shall issue necessary credit or certificate to this effect in favour of VENDOR.

Total Rs. 2,41,67,000/- (Rupees Two Crores Forty One Lakhs Sixty Seven Thousand Only)

The VENDOR does hereby acknowledge, admit and confirm receipt of Rs. 2,41,67,000/- (Rupees Two Crores Forty One Lakhs Sixty Seven Thousand Only), from the PURCHASER as aforesaid towards full and final consideration as above and now nothing remains to be paid by the PURCHASER on any account whatsoever, therefore, separate money receipt shall not be necessary.

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3) THAT, the VENDOR has today delivered vacant peaceful possession of the said property to the PURCHASER with all rights, title and interest, etc. and the PURCHASER shall be at liberty to use, occupy and exploit the said property or dispose of the same in any manner and receive beneficial enjoyment of the same as owner thereof. The PURCHASER shall be free to use, occupy, retain the same, exploit and use the same in any manner and receive all beneficial enjoyment, benefits, profits of the same as owner thereof at his cost or to dispose of the same in any manner and at any terms to which the VENDOR or any person/s claiming through or under the name VENDOR shall not object.

4) THAT, the VENDOR undertake and assure that she has good, valid and marketable title and absolute right and full authority to convey and transfer the property in question by way of sale to the PURCHASER absolutely forever and it is free from all kinds of encumbrances such as mortgage, agreement, gift etc., and the said property is not under any acquisition, requisition scheme and it is not subject to any litigation or legal proceedings. Similarly, the VENDOR shall convey good, valid and marketable title to the said property in favour of the PURCHASER free from encumbrances, taxes, dues, etc. However, all taxes, dues, charges, and paid by the PURCHASER without any claim or objection against the VENDOR.

5) THAT, the PURCHASER shall be free & at liberty to assign its rights & interest created under this agreement to any person/s, firm or company at any terms or cost and to receive consideration amount from any of his assignee/nominee to which the VENDOR shall not object and the PURCHASER shall be free to get executed and registered the sale deed in his favour or in favour of any other person or persons who may be nominated or assigned by the PURCHASER as his nominee/assignee to which the VENDOR shall not object and shall execute the sale deed in the name of PURCHASER or any his assignee/nominee in as and when called for, however, the VENDOR further agreed to execute an Irrevocable General Power Of Attorney as per the instruction of PURCHASER, in view of the provisions of section 202 of Indian Contract Act, instead of sale deed, concerning to the property in question, in favour of **M/S. YUGROSHAN INFRA,** through its partner, **1. SMT. SNEHALATA W/O. ALOK KHEMUKA** and **2. SHRI PANKAJ S/O. LATE ROSHAN DHAWAN**, irrevocably authorizing him to deal with the said property including transfer of the same by way of sale or otherwise, so as to enable the PURCHASER to get the Sale Deed in his name or in the name of any of his nominee/ assignee on the stamp duty of conveyance already paid on this agreement and the VENDOR agree & assure that he shall never revoke such Power Of Attorney and in case of any inability of the VENDOR or the ATTORNEY or in case of death or any other inability, the legal heirs of parties shall be liable to execute the fresh power of Attorney or other conveyance deed in favour of the PURCHASER or any of his nominees/assignees, as per the instructions of the PURCHASER, so that the PURCHASER could be able to get the said property conveyed in his favour or in favour of any other persons of his choice by virtue of Power Of Attorney of the VENDOR, however, despite of execution of such Power Of Attorney, the VENDOR shall be liable to execute such deeds and documents as the PURCHASER may need for conveyance of the said property to beneficial enjoyment of the same as per the instructions of the PURCHASER. However, in case the PURCHASER executes sale deed in favour of any other person/s as his nominee/s for more than the consideration amount mentioned in this agreement in that case whatsoever tax liability arises on that difference amount that shall be the liability of the PURCHASER and the PURCHASER shall keep the VENDOR indemnified against any such tax liabilities.

6) THAT, the VENDOR further assures and undertake that in the event of PURCHASER suffering any loss or damages or deprived of use, beneficial enjoyment of the said property fully or partly due to any defect in the rights, title, and authority of the VENDOR over the said property, the VENDOR shall be responsible to indemnify and compensate the PURCHASER and keep the PURCHASER free from harm in all respects.

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7) THAT, the VENDOR shall not do or cause to be done any acts or deeds causing any harm to the PURCHASER or adversely affecting the rights & interest of the PURCHASER in the said property in any manner whatsoever. The VENDOR as well as her heirs, legal representatives, successors, assigns etc. despite of execution of Power of Attorney as referred above, shall execute such deeds or documents and do such other acts as may be desired by the PURCHASER for better enjoyment of the said property or transfer of the same in favour of the PURCHASER or any of their nominee/assignee etc.

8) THAT, the VENDOR undertakes, agree and assures that the said property transacted for sale under this instrument is free from any lien, charge, easementary rights, claims, demands, attachment, gift or any other encumbrance(s) whatsoever.

9) THAT, the VENDOR undertakes, agree and assures that the VENDOR has done no act of omission or commission whereby any third party right or interest is created over the said property or any part thereof.

10) THAT, the VENDOR undertakes, agree and assures that prior to the execution of this instrument the VENDOR has not transacted the sale of the said property with any third party.

11) THAT, the VENDOR undertakes, agree and assures that there is no legal/revenue dispute pending against the said property before any court, legal forum, judicial and/or adjudicating authority(ies).

12) THAT, the VENDOR undertakes, agree and assures that the VENDOR is not aware of any legislation, notification, communication, declaration, rules, regulations or administrative directions imposing any restrictive rights on the VENDOR or curtailing his legal rights to transact the sale of the said property or any part thereof.

13) THAT, the VENDOR undertakes, agree and assures that whatever rights, privileges and interest in the soil or sub soil in the said property hitherto enjoyed by the VENDOR shall be specifically conveyed, transferred and assigned in favour of the PURCHASER in amplification of any such rights and/or privileges to which the VENDOR is entitled to by virtue of any law, usage and/or customs.

14) THAT, the VENDOR undertake, agree and assures that the VENDOR will from time to time and at all times to come hereafter at the request of the PURCHASER do execute and perform or cause to be done, executed and performed and assure all requisite requisitions and assurances in law for better and more perfectly transferring the said property, hereditaments and premises and every part thereof unto and to the use of the PURCHASER.

15) THAT, the VENDOR shall support any application made by the PURCHASER for mutation in their name, in respect of the property hereby sold, and shall execute such deeds, documents and do such acts as may be required for mutation in favour of the PURCHASER, however, the expenses for this purpose shall be borne and paid by the PURCHASER.

16) THAT, the property under sale is not under any acquisition scheme of any authority, therefore, the NOC of any authority is not required.

17) THAT, the property under reference has been correctly described in the schedule written hereunder however, any misstatement, error or omission in the description, area, boundaries of the property shall not annul this sale transaction but this sale transaction shall remain valid & binding with such modifications as may occur from time to time due to change in record, location or otherwise and the PURCHASER shall be free to execute such deeds and documents ex-party without presence of VENDOR as and when so required.

18) THAT, the stamps duty, registration fee, legal charges required for the purpose of execution and registration of this agreement have been borne and paid by the PURCHASER as



required on conveyance, therefore, no stamp duty will have be required to be paid on sale deed in the name of PURCHASER or any of his nominee/s.

19) Notwithstanding anything contrary contained herein, the Vendor's liability under this Agreement is limited to the extent of the property agreed to be sold hereunder. In no circumstances such liability will enhance beyond the said property. Any act, deed or thing including mortgage, sale etc., done or performed by the PURCHASER on behalf of the Vendor as Power of Attorney shall be limited to the extent of said property only.

20) THAT, this agreement shall be binding and applicable to the parties hereto as well as respective heirs, legal representatives, successors, executors, assigns etc.

SCHEDULE OF PROPERTY REFERRED ABOVE –

C. R. Sarda

ALL THAT piece and parcel of land comprising of plot No. 1 admeasuring 1150.775 Sq. m. in the layout known as **"SARDA LAYOUT"** out of khasra No. 32/2, city survey No. 56, Sheet No. 41, [redacted], of Mouza – Hazaripahad, corresponding to municipal corporation house No. 569/1, index No. 068049559, Zone: 02, Ward No. 68, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District – Nagpur, bounded as under –

TO THE EAST : OTHER LAYOUT
TO THE WEST : PLOT NO. 03
TO THE NORTH : ROAD
TO THE SOUTH : OTHER LAYOUT

IN WITNESS WHEREOF THE PARTIES HERETO have set their respective hands, put their signature to this **MEMORANDUM OF AGREEMENT FOR SALE** at Nagpur in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

WITNESSES:-



1. _____

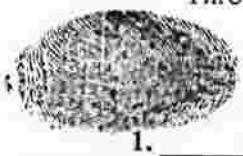


C. R. Sarda

SMT. CHANDADEVI W/O. RAMSWAROOP SARDA
(THE VENDOR)



M/S. YUGROSHAN INFRA
Through its partners –



1. _____

SMT. SNEHALATA W/O. ALOK KHEMUKA





2. _____





2. _____

SHRI PANKAJ S/O. LATE ROSHAN DHAWAN
(THE PURCHASER)



Drafted By.
Adv. O.M. Hariharani

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