3760184151 पावती Original/Duplicate
Thursday,December 31, 2020 दोपती क्र.:7894
11:38 AM Page :7894

पावती क्र.: 11868 दिनांक: 31/12/2020

पावतीचे नाव: विजय

दस्तऐवजाचा अनुक्रमांक: सगर7-10413-2020

दस्तऐवजाचा प्रकार: : सिटी सर्वेक्षण

सादर करणाऱ्याचे नाव: - - वि. मुद्रांक विक्रेता यांचे मार्फत श्री. अविनाश भगवानराव सगर

दोपती फी रु. 30000.00
सह दुय्यम निबंधक फी रु. 360.00
मुद्रांक शुल्क चलन: रद्द

एकूण रु. 30360.00

सादरकर्त्या मुळ व्यक्ति
11:38 AM ला मिळाले

सह दुय्यम निबंधक सगर-2
कार्यालय अहिल्यानगर क्र. ७

बाजारभाव मुल्य: रु.13438/-
मोबदला रु.8250000/-
भरलेली मुद्रांक शुल्क : रु. 2775000/-

१) वितरणाचा प्रकार: DHC पद्धत: रु.3600/-
बँकेचा/वित्तीय संस्थेचे नाव: 30133333146554 दिनांक: 31/12/2020
बँकेचे खाते क्र पत्ता:
२) वितरणाचा प्रकार: eChallan पद्धत: रु.30000/-
बँकेचा/वित्तीय संस्थेचे नाव: MH008439947202021M दिनांक: 31/12/2020
बँकेचे खाते क्र पत्ता:

12/01/2020

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CHALLAN

MTR Form Number-6

GRN	MH008438947202021M	BARCODE		Date	16/12/2020-12:42:39	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)	AABFM3441L
Office Name	NGR_NAGPUR NO10 RURAL SUB REGISTRAR	Full Name	M/s Meharshee Builders
Location	NAGPUR		
Year	2020-2021 One Time	Flat/Block No.	Plot No 1 Kh No 33/2
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	2775000.00	Road/Street	Mouza Bela
0030063391 Registration Fee	30030.00	Area/Locality	Nagpur
		Town/City/District	
		PIN	4 4 0 0 3 4
		Remarks (If Any)	PAN2=AABCH5868H~SecondPartyName=M/s Harihar Infrastructure Development Corporation Ltd~
Total	28,05,030.00	Amount In Words	Twenty Eight Lakh Five Thousand Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00100332020121713689	03082970
Cheque/DD No.		Bank Date	RBI Date	17/12/2020-15:37:44	Not Verified with RBI
Name of Bank		Bank Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9823279797

Department ID :

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

टीप:- सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

सह दु नि-10
90894/2020
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Print Date 17-12-2020 07:43:48

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AGREEMENT TO SELL FOR RS. 9,25,00,000.00 ONLY

(RUPEES NINE CRORE TWENTY FIVE LAKH ONLY)

VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. 1,44,74,000.00 ONLY)

Item No. 9 4 Page 1331 @12100/- Per Sq. Mtrs (ASR 2020-21)
(Mouza – Besa, Kh. No. 37/2, PSK – 38)
Stamp Duty – 27,75,000
Reg. Fees – 30,000/-

THIS AGREEMENT TO SELL is made and executed at NAGPUR on 30 Day of DECEMBER, 2020 BETWEEN : M/S HARIHAR INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, A Company registered under the Companies Act, 1956 having its Registered Office at G-3, Amar Palace, Near BJP Office, Opposite Patwardhan Ground Nagpur (PAN AABCH9888H) and acting through its Authorised Director SHRI. MANISH S/o SHRI. ARVIND BADIYANI, Aged about 47 Years, Occupation – Business, PAN ABRPB8831G, AADHAR UID 983589226541 Resident of 75 Badiyani House, Opposite Tilak Vidyalaya, Ghantoli, Nagpur, Pin Code 440 012, Tahsil and District – NAGPUR hereinafter called the VENDOR, 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, legal representatives, executors, administrators and assigns of the ONE PART.

AND

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M/S MAHARSHREE BUILDERS, a Partnership Firm, (PAN AABFM3441L) having its Office at Maharshree Shivpad Apartments, 262, West High Court Road Bajaj Nagar, Nagpur-440010 and acting through its Partner SHRI AVINASH S/o MANOHARRAO TARPE, Aged 54 Years, Occupation – Business, PAN AAFPT8444A, Aadhar UID 2942 7634 5506, Resident of Plot No. 151, Shankar Nagar, Nagpur-440010, Tahsil and District – NAGPUR, hereinafter called the PURCHASER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said PARTNERSHIP FIRM and its PARTNERS as well as their respective heirs, legal representatives executors administrators, successors and assigns of the OTHERPART

WHEREAS, the Vendor named hereinabove is full and absolute Owner in possession of the property comprising ALL THAT Piece and Parcel of land bearing Plot No 1 out of the sanctioned layout containing by admeasurement 1165.248 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 37/2 of Mouza – BESA, P.S.K. 38 including all other easementary rights appurtenant belonging thereto, situated at Village – Besa, within the limits of the Nagpur Metropolitan Region Development Authority and Grampanchayat – Besa, in Tahsil – Nagpur (Rural) and District – NAGPUR, hereinafter referred to as 'said Property', AND

WHEREAS ALL THOSE Pieces and Parcels of land bearing Kh. Nos. 37 and 38 of Mouza – BESA, P.S.K. 38, alongwith Kh. Nos. 63/1 and 52/4 of Mouza - Besa, Originally belonged to Shri Karuji Menghare, being his separate and ancestral properties AND

WHEREAS during the course of time the aforesaid Shri Karuji Menghare and his others Family Members Partitioned their Joint Family Immoveable properties including the aforesaid properties in between them by a Deed of Partition Dated 12-12-1966 and in terms of which the property comprising Kh. Nos. 37 and 38 of Mouza – Besa having an area of 5.81 Hectares (i.e. 14.40 Acres) was allotted to the exclusive share of his son Shri Shamrao Karuji Menghare absolutely forever with heritable and transferable rights therein, AND

WHEREAS during the course of time some dispute arose in between the aforesaid Shri Shamrao Karuji Menghare and his sons namely Shri Madhukar Shamrao Menghare, Shri. Baban Shamrao Menghre and Shri. Prakash Shamrao Menghare alongwith Adwasi Gruha Nirman Society regarding the aforesaid property, which was resulted into the initiation of legal proceedings in the Court of law, And accordingly the said Shri Madhukar Shamrao Menghare had filed a Regular Civil Suit against his aforesaid father and brothers for Partition and separate possession before the Court of 3rd Joint Civil Judge, Junior Division, Nagpur, which was registered as Reg. C.S. No. 1576/1985, AND

WHEREAS the aforesaid Regular Civil Suit was decreed on 28-11-1991 and as per order passed by the Hon'ble Judge, 1/4th share was given in all the properties to the aforesaid Shri Shamrao Karuji Menghare and his 3 sons namely Shri. Madhukar Shamrao Menghare, Shri. Baban Shamrao Menghre and Shri. Prakash Shamrao Menghare. As per

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said Order the said Shri Shamrao Karuji Menghare was allotted a share of 0.75 Hectares of land out of Kh. No. 37 and 0.71 Hectares of land out of Kh. No. 38. The said portions of land were renumbered as Kh. Nos. 37/2 and 38/1, AND

WHEREAS the said Shri Shamrao Karuji Menghare left for heavenly abode on 27-06-1992 his wife Smt. Saytrabai Shamrao Menghare left for heavenly abode on 12-02-2008), leaving behind him, his 3 sons namely Shri Madhukar Shamrao Menghare, Shri Baban Shamrao Menghre and Shri Prakash Shamrao Menghare and 2 married daughters namely Mrs. Pushpa Dilip Deotale and Mrs. Triveni Vasantrao Ilankar, by way of intestate succession, being the only legal heir of the deceased, AND

WHEREAS the aforesaid Shri Madhukar Shamrao Menghare and his legal hers thereon transferred their 1/5th share and interest in ALL THOSE Pieces and Parcels of land bearing Kh. Nos. 37/2 & 38/1 of Mouza – BESA, P.S.K. 38, having an area of 0.75 Hectares and 0.71 Hectares respectively, both held in Bhogwaidar Class-1 Rights situated at Village – Besa, within the limits of the Grampanchayat – Besa in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to M/s. Hanhar Infrastructure Development Corporation Limited the Vendor named hereinabove, by a Sale Deed Dated 08-03-2010, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 1586 on even date; AND

WHEREAS in the like manner the aforesaid Shri Baban Shamrao Menghare, Shri Prakash Shamrao Menghare, Mrs. Pushpa Dilip Deotale and Mrs. Triveni Vasantrao Ilankar thereon transferred their individual 1/5th share and interest (i.e. remaining 4/5th share and interest) in ALL THOSE Pieces and Parcels of land bearing Kh. Nos. 37/2 & 38/1 of Mouza – BESA, P.S.K. 38, having an area of 0.75 Hectares and 0.71 Hectares respectively, both held in Bhogwaidar Class-1 Rights, situated at Village – Besa, within the limits of the Grampanchayat – Besa in Tahsil – Nagpur (Rural) and District – NAGPUR by way of Sale to M/s. Hanhar Infrastructure Development Corporation Limited, the Vendor named hereinabove, by a Sale Deed Dated 28-07-2010, which is duly registered at the Office of the Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 4702 on even date. As a result thereof the Vendor has now become an exclusive, absolute and full owner of the aforesaid property comprising Kh. Nos. 37/2 & 38/1 of Mouza – BESA, P.S.K. 38, having an area of 0.75 Hectares and 0.71 Hectares respectively, both held in Bhogwaidar Class-1 Rights situated at Village – Besa, within the limits of the Grampanchayat – Besa in Tahsil – Nagpur (Rural) and District – NAGPUR with heritable and transferable rights thereon and the same is also accordingly mutated in its name in all relevant records; AND

WHEREAS the aforesaid entire land bearing Kh. No. 37/2 of Mouza – Besa is converted for Non Agricultural (Residential) Use by the Collector, Nagpur vide his Order Dated 28-06-2016 passed in Revenue Case No. 307/NAP-34/2017-2018, AND

WHEREAS for the purpose of development of said land the Vendor entered into an Agreement of Development with Nagpur Improvement Trust, Nagpur on 31-01-2015 upon several terms and conditions contained therein, AND



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WHEREAS In terms of the said Agreement, the Executive Engineer (Metro) Nagpur Improvement Trust, Nagpur has recommended and approved the layout Plan of said land vide its Letter No EE(Metro)/AE(M-1)/1281 Dated 31-01-2015; AND

WHEREAS for cogent reasons and good causes the Vendor has now decided to sell Plot No 1 out of the said sanctioned layout containing by admeasurement 1105 246 Sq Mtrs being a portion of the entire land bearing Kh. No. 37/2 of Mouza – BESA, P.S.K 38 to any interested buyer and to utilise the sale proceeds thereof in its best interest AND

WHEREAS the Vendor 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 Vendor agreed to sell the same to the Purchaser for a total valuable consideration of Rs 9,25,00,000/- (Rupees Nine Crore Twenty Five 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 Vendor will SELL and the Purchaser will BUY ALL THAT Piece and Parcel of land bearing Plot No. 1 out of the sanctioned layout containing by admeasurement 1105 246 Sq. Mtrs being a portion of the entire land bearing Kh. No. 37/2 of Mouza – BESA, P.S.K. 38 including all other easementary rights appurtenant belonging thereto situated at Village – Besa, within the limits of the Nagpur Metropolitan Region Development Authority and Grampanchayat – Besa, in Tahsil – Nagpur (Rural) 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 9,25,00,000/- (Rupees Nine Crore Twenty Five Lakh) Only, which the Purchaser has paid and agreed to pay to the Vendor in the following manner :

MANNER OF PAYMENT :

Rs. 51,00,000=00 (Rupees Fifty One Lakh) Only paid by the Purchaser to the Vendor by Cheque No. 128301 dated -07.09.2020, Drawn on IDBI Bank, towards Land Cost token amount the receipt whereof is hereby acknowledged by the Vendor

Rs. 49,00,000=00 (Rupees Forty Nine Lakh) Only paid by the Purchaser to the Vendor by Cheque No. 128338 dated 20.10.2020 Drawn on IDBI Bank, at the time of execution of this Agreement, the receipt whereof is hereby acknowledged by the Vendor

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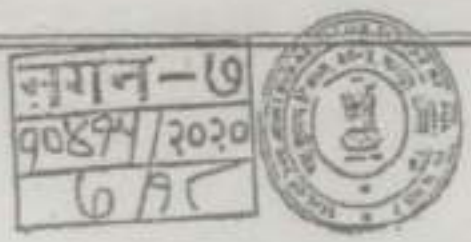
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Rs 1,00,00,000=00	(Rupees One Crore) Only paid by the Purchaser to the Vendor by Cheque No 126339 dated - 03.11.2020, Drawn on IDBI Bank from the date of execution of this Agreement.
Rs 1,75,00,000=00	(Rupees One Crore Seventy Five Lakh) Only agreed to be paid by the Purchaser to the Vendor within a period of 3 (THREE) months from the date of released the above plot from N.M.R.D.A.
Rs 2,75,00,000=00	(Rupees Two Crore Seventy Five Lakh) Only agreed to be paid by the Purchaser to the Vendor within a period of 6 (Six) months from the date of Release Letter.
Rs 2,75,00,000=00	(Rupees Two Crore Seventy Five Lakh) Only agreed to be paid by the Purchaser to the Vendor within a period of 09 (Nine) months from the date of Release Letter, at the time of registration of the Sale Deed subject to deduction of TDS
Rs. 9,25,00,000=00	(TOTAL RUPEES NINE CRORE TWENTY FIVE LAKH ONLY)

(3) THAT the Vendor hereby assures the Purchaser that the property hereby agreed to be sold is the separate and self acquired property belonging to it alone having purchased the same by it exclusively from and out of its own earnings and savings and that none except it 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, Grampanchayat Taxes, Cesses, in respect of the said Property have been paid and/or shall be caused to be paid by the Vendor and the Vendor shall continue to pay the same till handing over the possession of the said Property to the Purchaser.

(5) THAT the Vendor undertakes and assures that it has good, valid and marketable title and absolute right and full authority to convey and transfer the said 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 Vendor and there is no impediment of any nature for transfer of the said Property to take place in accordance with the terms hereof.



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(6) 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)

(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 Vendor agrees and confirms 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 Vendor is in peaceful possession and enjoyment of the said Property and that there are no tenants, occupants or squatters on the said Property. The Vendor 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 sale will be completed within a period of 9 (Nine) Months from the date of this Agreement by the Vendor executing a proper Sale Deed in favour of the Purchaser or its nominee(s) and the Purchaser paying the balance sale consideration to the Vendor in the manner stipulated in clause 2 above

(11) THAT the Vendor shall obtain all the necessary permissions and NOCs which are required for the execution of the Sale Deed and shall execute the Sale Deed within the stipulated period as mentioned hereinabove (such as: NA, TP, RERA, etc.)

(12) THAT if the Vendor fails or neglects to perform and observe the obligations on its part herein contained or otherwise required by law and to execute a Sale Deed as stipulated herein above, then in such event the Purchaser shall be entitled to enforced specific performance of this contract by instituting legal proceedings against the Vendor and/or any order passed in such legal proceedings by Civil Court relating to damages if any shall be binding on the Vendor.

(13) THAT if the Purchaser fails or neglects to pay the balance sale price to the Vendor within the period stipulated in clause 2 above then in such event the Vendor shall be entitled to claim and receive interest at the rate of 12% per annum on the unpaid balance sale price from the date of default till the date of actual payment thereof from the Purchaser. However such grace period with interest shall not exceed 30 (Thirty) days. Consequently upon the Purchaser's failure to pay the balance sale consideration even during the grace period, this Agreement will IPSOFACTO stand cancelled and terminated and the amount till then received by the Vendor shall be refunded to the Purchaser immediately without any interest accrued thereon



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(14) THAT this agreement is subject to the jurisdiction of the Competent Civil Court at Nagpur

(15) THAT the parties hereto do hereby state and certify that the supplementary documents attached herewith which forms part and parcel of this deed are Genuine True copies and in case if the same found to be false then they shall be liable for action contemplated under Section 82 of Registration Act 1908

(16) THAT the Vendor shall deliver all the Original documents relating to the property hereby agreed to be sold to the Purchaser at the time of Registration of the Sale Deed

(17) THAT all expenses on account of preparation of this Agreement and proposed Sale Deed including the cost of stamp duty and registration fees payable thereon have been agreed to be borne by the Purchaser

(18) THAT wherever in this deed the context so requires words and expression referring to the parties thereto also include the plural and vice versa Any reference to masculine gender shall wherever required include feminine gender and vice versa

SCHEDULE REFERRED TO ABOVE
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No 1 out of the sanctioned layout containing By admeasurement 1105 248 Sq Mtrs being a portion of the entire land bearing Kh No 37/2 of Mouza – BESA, P S K 38 including all other easementary rightsappurtenant belonging thereto, situated at Village – Besa, within the limits of the Nagpur Mewopolitan Region Development Authority and Grampanchayat – Besa in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under -

ON THE EAST	-	BY PLOT NO. 2
ON THE WEST	-	BY 24 METERS WIDE
ROAD ON THE NORTH	-	BY ROAD
ON THE SOUTH	-	BY KH. NO. 37/1

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed have fully examined and read over this DEED OF AGREEMENT TO SELL before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion undue influence, threat, intoxication misrepresentation and fraud of any kind at NAGPUR in presence of the attesting witnesses signing as such on the day first above written



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Drafted by Avinash M. Tarpe

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. HARIHAR INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (SHRI. MANISH ARVIND BADIYANI) Authorised Director VENDOR
02			FOR M/S. MAHARSHREE BUILDERS, (SHRI. AVINASH MANOHARRAO TARPE) Partner PURCHASER

WITNESSES : The Executants here to have read the terms and contents of this Deed of Agreement to Sell in our presence and have stated that they have understood the terms and conditions enumerated herein which is correct and binding on them and have signed in our presence.

1			(manish B. meshram) WITNESS NO. 1
2			(Pushkar Ghonge) WITNESS NO. 2

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