



267/5034

पावती

Original/Duplicate

Thursday, July 08, 2021

नोंदणी क्र.: 39म

12:22 PM

Regn.: 39M

पावती क्र.: 6327 दिनांक: 08/07/2021

गावाचे नाव: जाटतरोडी

दस्तऐवजाचा अनुक्रमांक: नगन4-5034-2021

दस्तऐवजाचा प्रकार: विक्री करारनामा

मादर करणाऱ्याचे नाव: मे. आशिष कन्सल्टन्स, नागपूर चे प्रोपराइटर श्री आशिष प्रभाकरराव लोडे . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 560.00

पृष्ठांची संख्या: 28

एकूण:

रु. 30560.00

DELIVEREDआपणान मूळ दस्त, थंबनेल प्रिंट, सुनी-२ अकरजे
12:41 PM ह्या वेळेस मिळेल.

NGP4

बाजार मूल्य: रु. 12996000/-

मोबदला रु. 23500000/-

भरलेले मुद्रांक शुल्क : रु. 1410000/-

छह दुय्यम निहंगक वा-२
नागपूर शहर क्र. ४

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003323040202122E दिनांक: 08/07/2021

विक्रेते नाव व पत्ता:

2) देयकाना प्रकार: DHC रकम: रु. 560/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0707202113921 दिनांक: 08/07/2021

विक्रेते नाव व पत्ता:



CHALLAN
MTR Form Number-6



GRN	MH003323040202122E	BARCODE			Date	07/07/2021-12:06:16	Form ID	25.2
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN (If Any)				
Type of Payment Registration Fee				PAN No.(If Applicable)		AALPL9928R		
Office Name NGP4_JT NAGPUR NO 4 SUB REGISTRAR				Full Name		Ms ASHISH CONSTRUCTIONS NAGPUR		
Location NAGPUR						Proprietor ASHISH PRABHAKARRAO LONDHE		
Year 2021-2022 One Time				Flat/Block No.		Plot No. 5 B. Survey No. 48/7 and 48/8		
Account Head Details			Amount In Rs.	Premises/Building				
0030046401 Stamp Duty			1410000.00	Road/Street		Wanjari Nagar		
0030063301 Registration Fee			30000.00	Area/Locality		Nagpur		
				Town/City/District				
				PIN		4 4 0 0 0 3		
				Remarks (If Any)				
				PAN2-AFGPP1946M-SecondPartyName=SUMEDHA SAVITRU				
				POPHALI-CA=23500000-Marketval=12996000				
Total			14,40,000.00	Amount In Words	Fourteen Lakh Forty Thousand Rupees Only			
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref. No.	00040572021070778729		IK0BDZCBV8
Cheque/DD No.				Bank Date	RBI Date	07/07/2021-12:24:08		Not Verified with RBI
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

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

सदर चालन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चालन लागू नाही.

Mobile No. : 9822229002



नगन-४	
५०३४	२०२९
२	२८



AGREEMENT TO SELL

Valued at Rs. 2,35,00,000/-

(RUPEES TWO CRORE THIRTY FIVE LAKHS ONLY)

Market Value as per A.S.R. Rs. 1,29,96,000/-

Mouza: Jatatrodi, City Survey No. 888, Sheet No. 32, Item No. 5.133/32, Page No. 314, Rate Rs. 19,990/- per Sqr. Mt. for Land, Construction Rate Rs. 26,620/- per Sqr. Mt.

THIS AGREEMENT TO SELL is made and executed at Nagpur on this 08th day of July, 2021.

BETWEEN

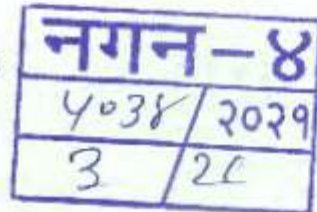
(1) **MRS. SUMEDHA W/o SAVITRU POPHALI** (PAN: AFGPP1946M), aged about 49 years, Occupation: Service, Resident of Plot No. 161-A, Flat No. 107, Suman Jyoti Apartment, Pande Layout, Khamla, Nagpur - 400025 hereinafter called as the **VENDOR NO. 1**.

(2) **SMT. PRAMODINI Wd/o RAM DHAGE** (PAN: ALFPD6781M), aged about 79 years, Occupation: Housewife, Resident of Plot No. 5 B, Near Water Tank, Wanjari Nagar, Nagpur - 400003 hereinafter called as the **VENDOR NO. 2**.

Hereinafter both jointly called as **VENDORS** or **PARTY No. 1** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Vendors as well as their heirs, legal representatives, administrators, executors, successors and assigns etc.) the party of the **FIRST PART**,

AND

M/s. ASHISH CONSTRUCTIONS, NAGPUR, a Proprietary Concern through its **Proprietor SHRI ASHISH S/o PRABHAKARRAO LONDHE** (PAN: AALPL9928R), aged about 43 years, Occupation: Business, R/o "Madhu-Prabha", Kothi Road, Mahal, Nagpur-440032 hereinafter called as the **PURCHASER** or **PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Purchaser as well as his heirs, legal representatives, successors, executors, administrators and assigns etc.) the party of the **SECOND PART**.



WHEREAS, ALL THAT piece and parcel of land bearing Plot No. 5 admeasuring 929.022 Sqr. Mtrs. (10,000 Sqr. Fts.) (as per City Survey Records 901.60 Sqr. Mtrs.), being part and portion of entire land bearing Khasra Nos. 48/7 and 48/8, Mouza: Jatatrodi, City Survey No. 888, Sheet No. 32, bearing Nagpur Municipal Corporation House No. 1467/5, Ward No. 7, situated at Wanjari Nagar, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur originally belonged to Shri Gangadhar Balwant Lakhe having purchased the same from Shri Bhikaji Vishnu Kanetkar vide Sale Deed dated 30-04-1963 registered at Sr. No. 980 in Additional Book No. 1, Volume No. 35 on Pages 316 to 320 with Sub Registrar Nagpur City-1,

AND WHEREAS, the aforesaid Shri Gangadhar Balwant Lakhe died on 19-08-1963 intestate at Nagpur leaving behind him (1) Smt. Manorama W/o Gangadhar Lakhe - Wife, (2) Mrs. Pramodini W/o Ram Dhage and (3) Mrs. Shobha W/o Shriram Pophali - Married Daughters as only legal heirs to succeed to his abovesaid property by way of Intestate succession,

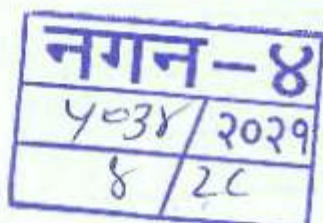
AND WHEREAS, the Owners constructed Residential House on the abovesaid Plot as per the Building Plan sanctioned by the Building Engineer, Nagpur Improvement Trust, Nagpur vide Building Permit No. 9A/4939/8660 dated 16-03-1969,

AND WHEREAS, lateron Smt. Manorama Wd/o Gangadhar Lakhe and Mrs. Shobha W/o Shriram Pophali gifted their 1/3rd share each from South-West portion which is containing by admeasurements 232.26 Sqr. Mtrs. (2500 Sqr. Fts.) out of the said property bearing Plot No. 5 admeasuring 929.022 Sqr. Mtrs. (10,000 Sqr. Fts.) to Mrs. Pramodini W/o Ram Dhage vide Gift Deed dated 10-12-1971 registered at Sr. No. 4854 in Book No. 1 on 10-12-1971 with Joint Sub Registrar Nagpur-1,

AND WHEREAS, Smt. Manorama Wd/o Gangadhar Lakhe died on 10-07-1996 leaving behind her (1) Mrs. Pramodini W/o Ram Dhage and (2) Mrs. Shobha W/o Shriram Pophali - Married Daughters as only legal heirs to succeed to her undivided share and interest in the abovesaid property by way of succession,

AND WHEREAS, as per the Sub Division Plan approved by the Assistant Director, Town Planning, Nagpur Municipal Corporation, Nagpur vide Letter No. ADTP(NMC)/446 dated 17-12-2003, Mrs. Shobha Shriram Pophali retained Plot No. 5 A admeasuring 456.434 Sqr. Mtrs. (4913 Sqr. Fts.) and Smt. Pramodini Ram Dhage retained Plot No. 5 B admeasuring 456.434 Sqr. Mtrs. (4913 Sqr. Fts.) and accordingly the said property is equally divided between both the Owners,

AND WHEREAS, Smt. Pramodini Wd/o Ram Dhage and Mrs. Shobha W/o Shriram Pophali partitioned remaining 696.77 Sqr. Mtrs. (7500 Sqr. Fts.) plot of land among themselves by virtue of Partition Deed dated 10-12-2004 registered at Sr. No. 8101/2004 in Book No. 1 on 10-12-2004 with Sub Registrar Nagpur No. 2 and after this partition Smt. Pramodini Wd/o Ram Dhage become the exclusive Owner of 462.62



Sqr. Mtrs. (5000 Sqr. Fts.) Southern portion of the Plot No. 5 renumbered as Plot No. 5 B (She was earlier exclusive owner of 2500 Sqr. Fts. South-Western portion of the property by way of gift deed dated 10-12-1971 by Smt. Manorama Wd/o Gangadhar Lakhe and Mrs. Shobha W/o Shriram Pophali) and Mrs. Shobha W/o Shriram Pophali become exclusive owner of Northern portion of Plot No. 5 renumbered as Plot No. 5 A, by way of Partition Deed dated 10-12-1971,

AND WHEREAS, Smt. Pramodini Ram Dhage lateron transferred South-Eastern portion of Plot No. 5 admeasuring 232.34 Sqr. Mtrs. (2500 Sqr. Fts.) from her share in favour of Shri Savitru S/o Wamanrao Pophali vide Sale Deed dated 23-03-2007 registered at Sr. No. 1756/2007 in Book No. 1 on 26-03-2007 with Sub Registrar Nagpur No. 6,

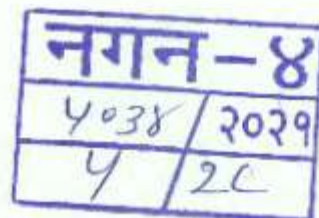
AND WHEREAS, Shri Savitru S/o Wamanrao Pophali transferred above mentioned said portion of plot of land admeasuring 232.34 Sqr. Mtrs. (2500 Sqr. Fts.) to Mrs. Sumedha W/o Savitru Pophali vide Gift Deed dated 21-09-2017 registered at Sr. No. 4938/2017 in Book No. 1 on 21-09-2017 with Sub Registrar Nagpur No. 4,

AND WHEREAS, the name of Vendors are duly mutated in City Survey and Nagpur Municipal Corporation Records,

AND WHEREAS, the Vendors jointly desire to sale and the Purchaser agree to purchase ALL THAT sub divided portion of piece and parcel of land bearing Plot No. 5 now numbered as Plot No. 5 B admeasuring 456.434 Sqr. Mtrs. (4,913 Sqr. Fts.) ALONGWITH Residential House constructed thereon having Built Up Area of 145.430 Sqr. Mtrs., being the Southern portion of entire Plot No. 5 admeasuring 929.022 Sqr. Mtrs. (10,000 Sqr. Fts.) (as per City Survey Records 901.60 Sqr. Mtrs.), being part and portion of entire land bearing Khasra Nos. 48/7 and 48/8, Mouza: Jatatrodi, City Survey No. 888, Sheet No. 32, bearing Nagpur Municipal Corporation House No. 275/A and 275/A/A, Ward No. 10, situated at Wanjari Nagar, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur (hereinafter shortly termed as "the said property") for a valuable consideration of Rs. 2,35,00,000/- (Rupees Two Crore Thirty Five Lakhs Only) and have reached to mutual understanding and both the parties desire to reduce the terms and conditions of Agreement into writing,

NOW THEREFORE THIS AGREEMENT TO SELL WITNESSES
and it is hereby agreed by and between the parties as follows:

1. That, the Vendors agree to sale and Purchaser agrees to purchase the said property for a valuable consideration of Rs. 2,35,00,000/- (Rupees Two Crore Thirty Five Lakhs Only).
2. That, the cost of the property is decided at Rs. 2,35,00,000/- (Rupees Two Crore Thirty Five Lakhs Only) agreed to be paid by the Purchaser to the Vendors as under:



Manner of Payment to Mrs. Sumedha Savitru Pophali

Rs. 20,00,000/-	(Rupees Twenty Lakhs Only) Paid vide Demand Draft No. 009739 dated 07-07-2021 drawn on IDBI Bank, Gandhibagh Branch, at the time of signing of this Agreement.
Rs. 98,80,000/-	(Rupees Ninety Eight Lakhs Eighty Thousand Only) To be paid on the date of registration of Sale Deed within 3 Months from the date of registration of this Agreement.
Rs. 1,20,000/-	(Rupees One Lakh Twenty Thousand Only) To be deducted by the Purchaser from the Sale Consideration payable towards Tax Deducted at Source (TDS) @ 1.00 %.

Rs. 1,20,00,000/- TOTAL (Rupees One Crore Twenty Lakhs Only).

Manner of Payment to Smt. Pramodini Ram Dhage

Rs. 20,00,000/-	(Rupees Twenty Lakhs Only) Paid vide Demand Draft No. 009740 dated 07-07-2021 drawn on IDBI Bank, Gandhibagh Branch, at the time of signing of this Agreement.
Rs. 93,85,000/-	(Rupees Ninety Three Lakhs Eighty Five Thousand Only) To be paid on the date of registration of Sale Deed within 3 Months from the date of registration of this Agreement.
Rs. 1,15,000/-	(Rupees One Lakh Fifteen Thousand Only) To be deducted by the Purchaser from the Sale Consideration payable towards Tax Deducted at Source (TDS) @ 1.00 %.

Rs. 1,15,00,000/- TOTAL (Rupees One Crore Fifteen Lakhs Only).

Rs. 2,35,00,000/- GRAND TOTAL (Rs. Two Crore Thirty Five Lakhs Only).

The Vendor No. 1 and 2 both hereby acknowledge the receipt of consideration of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) each from the Purchaser as mentioned above.

The Purchaser does hereby state and declares that it shall be his sole liability and responsibility to pay the amount of Tax Deducted at Source (TDS) @ 1.00 % of Sale Consideration and undertake to credit the same in the appropriate account of Vendors with Income Tax Department as per stages of payment and will provide TDS Challan & Certificate to the Vendors.

3. That, the Vendors hereby declare that they would make the following documents available for Sale Deed purpose.

- Original Gift Deed dated 10-12-1971 registered at Sr. No. 4854 on 10-12-1971 with Joint Sub Registrar Nagpur 1, by Vendor No. 2.
- Original Sale Deed registered at Sr. No. 1756/2007 on 26-03-2007 with Sub Registrar Nagpur - 8 favouring Shri Savitru Wamanrao Pophali, by Vendor No. 1.



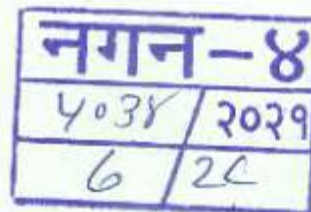
- (c). Original Gift Deed by Shri Savitru Pophali to Mrs. Sumedha Pophali registered at Sr. No. 4938/2017 on 21-09-2017 with Sub Registrar Nagpur 4, by Vendor No. 1.
- (d). Original /Xerox copy of Death Certificate of Gangadhar Lakhe & Manorama Gangadhar Lakhe, by Vendor No. 2.
- (e). Original / Xerox copy of Map and Letter of ADTP dated 17-12-2003 regarding Sub Division of Plot No. 5, by Vendor No. 2.
- (f). NMC Tax Payment Receipt upto 31-3-2021 of Mrs. Pophali and Mrs. Dhage
- Original by Vendor No. 1.
- (g). Old Building Permit & Sanctioned Building Plan – Original, by Vendor No. 2.
- (h). Upto date Electricity Bill & Water Bill any other taxes paid receipts – Original, by Vendor No. 2.

4. That, the Vendors shall execute and register the Sale Deed on receipt of entire balance payment from the Purchaser in the name of Purchaser. The Tentative date for registration of Sale Deed is within 3 (Three) Months from the date of registration of this Agreement.

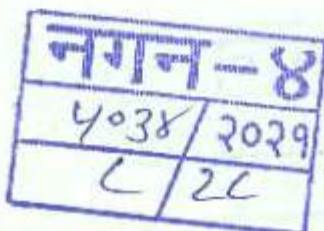
5. That, the Purchaser agrees to make payment of balance consideration of Rs. 1,92,65,000/- (Rupees One Crore Ninety Two Lakhs Sixty Five Thousand Only) to the Vendors on the date of registration of Sale Deed within 3 (Three) Months from the date of registration of this Agreement. If the Purchaser fails to make payment of balance consideration within stipulated time period then the Purchaser is liable to pay Penalty for delayed payment @ 18 % per annum for the first 3 Months and thereafter @ 24 % per annum to the Vendors on the balance sale consideration till the date of actual payment.

6. That, the Vendors hereby declare that they have good, valid and marketable title to the property and have absolute right and full authority to convey, assign and transfer the said property and they have not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, cesses etc. In case any claim made by anybody adversely affecting the title of the Purchaser the Vendors shall indemnify the Purchaser for any loss that may be caused to him due to any defect in their title.

7. That, the Vendors herein states and assures that the respective portions of property agreed to sold is exclusively owned by them and none except them has any rights and interests of any kind on the said property and the property is free from encumbrances of all kind. The Vendors have also made it clear that they have not created any sort of charge, lien, hypothecation or pledge on the property any time nor any dispute or litigation or suit is pending before any judicial or quasi judicial authority. Neither they have committed any act prohibiting the sale of the said property nor they have entered into agreement of sale of the said property, lease, tenancy, gift etc. before this agreement and they have got perfectly good and marketable title.



8. That, if the Vendors fails or neglects to fulfill and observe the obligations on their part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the said property in favour of the Purchaser within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendors and in such event they will be liable to pay all costs and damages to the Purchaser.
9. That, if any error, mis-statement, mistake etc. of whatsoever nature is found then on that count the present agreement will not become null and void and get cancelled but such errors, mis-statements, mistakes etc. shall always be subject to correction by executing Correction Deed if so required.
10. That, the Vendors shall deliver the vacant Possession of the property at the time of execution of Sale Deed to the Purchaser.
11. That, the Purchaser will be required to pay the Municipal Taxes, MSEB Dues, Water Dues and other Taxes which would be required to pay to the State Government or Statutory Body from the date of Sale Deed.
12. That, the sale will be completed by the Vendors by executing a proper Sale Deed relating to the said property hereby agreed to be sold in favour of the Purchaser and the Purchaser paying the balance sale price to the Vendors in the manner stipulated hereinabove and within the period specified in Para No. 2 above.
13. That, it is clearly understood and agreed by the Vendors/Party No. 1, the General Power of Attorney in favour of the Purchaser/Party No. 2 is given by them empowering Purchaser/Party No. 2 to do, ratify and endorse all those things which their true and lawful attorney may do or cause to be done.
14. That, the Vendors hereby allow the Purchaser to acquire Conservancy Lane adjacent to the said Plot and for the purpose to apply to the Competent Authority Estate Department, Nagpur Municipal Corporation, follow up the matter and do the necessary acts and things on their behalf for the purpose. However the Vendors are not responsible for grant or refusal of Conservancy Lane by NMC. The payment of Demand Note etc. will be the sole liability of the Purchaser. The Purchaser shall keep indemnified to the Vendors in respect of any legal or financial liability on that account.
15. That, the Vendors also allow to allot the Units in the proposed building and enter into Agreement with the prospective purchaser. And accept Booking money, installments from them, subject to payment of entire consideration to the Vendors.
16. That, the Vendors/Party No. 1 do hereby allows and permits the Purchaser/Party No. 2 to display it Board at site at any time after execution of this Agreement in respect of proposed scheme of Apartments.
17. That, all expenses for preparation of this Deed, Sale Deed, Stamp Duty, Registration Fees and Professional Fees are agreed to be borne and paid by the Purchaser.



SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land bearing original Plot No. 5 now renumbered as Plot No. 5 B admeasuring 456.434 Sqr. Mtrs. (4,913 Sqr. Fts.) ALONGWITH Residential House constructed thereon having Built Up Area of 145.430 Sqr. Mtrs., being the Southern portion of entire Plot No. 5 admeasuring 929.022 Sqr. Mtrs. (10,000 Sqr. Fts.) (as per City Survey Records 901.60 Sqr. Mtrs.), being part and portion of entire land bearing Khasra Nos. 48/7 and 48/8, Mouza: Jatatrodi, City Survey No. 888, Sheet No. 32, bearing Nagpur Municipal Corporation House Nos. 275/A and 275/A/A, Ward No. 10, situated at Wanjari Nagar, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur in Tahsil and District: Nagpur and bounded as under:

TOWARDS EAST	:	Conservancy Lane
TOWARDS WEST	:	Road
TOWARDS NORTH	:	House of Shri Meher Pophali
TOWARDS SOUTH	:	Plot No. 6

IN WITNESS WHEREOF the parties to this Agreement to Sell have set their respective hands and signed this deed on the date, month and year first abovementioned in the presence of two attesting witnesses.



Sumedha Pophali
(SUMEDHA SAVITRU POPHALI)
VENDOR No. 1



प्रमोदिनी राम धगे
(PRAMODINI RAM DHAGE)
VENDOR No. 2
VENDORS / PARTY No. 1



FOR M/s. ASHISH CONSTRUCTIONS
Ashish Londhe
(ASHISH PRABHAKARRAO LONDHE)
PROPRIETOR
PURCHASER / PARTY No. 2



Witnesses:

1. *Sumedha Pophali*

2. *Prabhakar*

Drafted By: B.R. Khumkar, F-25, First Floor, Sai Regency, Ravi Nagar Square, Amravati Road, Nagpur 440033
M-9422103894, 9850233876, Email: mkhumkar@gmail.com

