

Receipt (pavti)

264/3478

Wednesday, June 09, 2021

12:33 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

25.1

पावती क्र.: 6384 दिनांक: 09/06/2021

गावाचे नाव: टाकळी (सिंगाबाई)

दस्तावेजाचा अनुक्रमांक: नगन1-3478-2021

दस्तावेजाचा प्रकार: आममुखत्यारनामा

मादर करणाऱ्याचे नाव: मेसर्स हरे कृष्ण बिल्डर्स तर्फे भागीदार श्रीमती शुती पंकज धवन . .

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 320.00

पृष्ठांची संख्या: 16

एकूण:

रु. 420.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:53 PM ह्या वेळेस मिळेल.

NGP1

वाजार मुल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 320/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0906202104052 दिनांक: 09/06/2021

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001994103202122E दिनांक: 09/06/2021

वैकेचे नाव व पत्ता:

Shrut



CHALLAN
MTR Form Number-6



GRN MH014478364202021E		BARCODE		Date 31/03/2021-14:36:07		Form ID 25.1	
Department Inspector General Of Registration				Payer Details			
Stamp Duty				TAX ID / TAN (If Any)			
Type of Payment Registration Fee				PAN No.(If Applicable)			
Office Name NGP1_HQR SUB REGISTRAR NAGPUR 1				Full Name		MS HARE KRISHNA BUILDERS	
Location NAGPUR							
Year 2020-2021 One Time				Flat/Block No.		PLOT NO. 4-5-5	
Account Head Details			Amount in Rs.	Premises/Building			
0030046401 Stamp Duty			2440000.00	Road/Street		ZINGABAI TAKLI	
0030063301 Registration Fee			30000.00	Area/Locality		NAGPUR	
				Town/City/District			
				PIN		4 4 0 0 3 0	
				Remarks (If Any)			
				SecondPartyName=VINOD GARG-			
Total			24,70,000.00	Amount In Words	Twenty Four Lakh Seventy Thousand Rupees Only		
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02300042021033147250	210907084550
Cheque/DD No.				Bank Date	RBI Date	31/03/2021-14:37:22	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 केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Agreement for sale

Shaur

नगन-9
3866/2029
9/32



नगन-९	
3866	2024
2	32



AGREEMENT FOR SALE

Valued at Rs. 6,00,92,000/-, Govt. R.R. is Rs. 6,09,02,500/-, Stamp duty paid, City Survey No. 41, Sheet No. 31, Item No. 46.546/31, Rate Rs. 13,860/-, of Mouza - Zingabai Talki, Tahsil And District - Nagpur.

THIS MEMO OF AGREEMENT FOR SALE made and executed at Nagpur on This 31st Day of March, 2021.

BY

SHRI VINOD S/O. RAMNIVAS GARG

(PAN - ABOPG6195R)

Aged about 65 years, Occupation - Business,

R/o. 1101/1102, Rameshwaram Apartment,

ECTV Tower Lane, Dadar, Mumbai - 400 028.

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 his heirs, legal representatives, successors, executors, assigns etc. of the **FIRST PART**.

AND

M/S. HARE KRISHNA BUILDERS

Represented by & jointly acting through partners -

i. **SMT. SHRUTI W/O. PANKAJ DHAWAN**

Aged about 32 years, Occupation - Business,

R/o. Dalal Compound, Raj Nagar, Katol Road, Nagpur - 440 013.

ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**

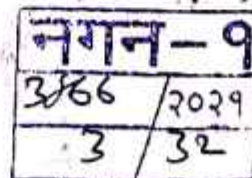
Aged about 39 years, Occupation - Business,

R/o. 1052, Behind Jaswant Tuli Mall, Buddha Nagar,

Indora Chowk, Nagpur - 440 017.

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 legal representatives, successors, executors, assigns etc. of the **OTHER PART**.

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 bearing plot No. 4 admeasuring 1410.275 Sq. m., plot No. 5 admeasuring 1499.625 Sq. m. and plot No. 6 admeasuring 1484.200 Sq. m. having total area of 4394.100 Sq. m. out of khasra No. 25, bearing city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, corresponding to municipal corporation house No. 516/E/4+5+6, index No. 061053089, situated at Gorewada, within the limits of Nagpur Municipal Corporation, Tahsil and District - Nagpur.

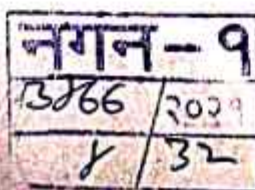
AND WHEREAS; originally, the entire khasra No. 25 admeasuring 1.62 hectares belonged to Shri Gajanan Balaji Mane out of which Smt. Sadhana W/o. Naresh Barde and Shri Naresh S/o. Wamanrao Barde purchased land admeasuring 0.30 hectares (3000 Sq. m.) from Shri Gajanan Balaji Mane said as per sale deed duly registered in the office of the Sub-Registrar, Nagpur - 4, bearing serial/registration No. 4687/2007 dated 30/08/2007. Similarly, Shri Abhay S/o. Vasudeorao Khorgade and Smt. Usha W/o. Narayanrao Barde purchased land admeasuring 0.24 hectares (2400 Sq. m.) from Shri Gajanan Balaji Mane said as per sale deed duly registered in the office of the Sub-Registrar, Nagpur - 8, bearing serial/registration No. 2308/2008 dated 01/04/2008.

AND WHEREAS; later, Shri Vinod Ramnivas Garg and Shri Pankaj Nandlal Agrawal purchased the total land of Smt. Sadhana W/o. Naresh Barde, Shri Naresh S/o. Wamanrao Barde, Shri Abhay S/o. Vasudeorao Khorgade and Smt. Usha W/o. Narayanrao Barde admeasuring 0.54 hectares as per sale deed duly registered in the office of the Sub-Registrar, Nagpur - 1, bearing serial/registration No. 5722/2014 dated 18/07/2014. A correction deed amending the said sale deed has also been executed as per correction deed duly registered in the office of the Sub-Registrar, Nagpur - 3, bearing serial/registration No. 1457/2016 dated 26/02/2016.

AND WHEREAS; consequently, said Shri Vinod Ramnivas Garg (the VENDOR herein) purchased the share and interest of said Shri Pankaj Nandlal Agrawal in the said property as per sale deed duly registered in the office of the Sub-Registrar, Nagpur - 1, bearing serial/registration No. 8608/2014 dated 12/11/2014. A correction deed amending the said sale deed has also been executed as per correction deed duly registered in the office of the Sub-Registrar, Nagpur - 3, bearing serial/registration No. 1458/2016 dated 26/02/2016. Accordingly, the VENDOR became the owner of said land admeasuring 0.54 hectares (5400 Sq. m.) and it has been mutated/recorded in the name of the VENDOR in all relevant records.

AND WHEREAS; the said plots/layout has been included in the unauthorized plot/layout regularization scheme of Nagpur Improvement Trust, accordingly upon payment of development/regularization charges the said plot Nos. 4, 5 and 6 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. BE(N)/744 dated 31/03/2016, release letter No. BE(N)/745 dated 01/04/2016 and release letter No. BE(N)/783 dated 20/04/2016 respectively.

AND WHEREAS; for certain cogent, valid and good reasons, for the benefit and in the interest of family/business, the VENDOR does not want to retain the said property and decided to transfer the same and further, to utilize the sale proceeds for and in the best interest of family/business.



AND WHEREAS, the purchaser has verified all the relevant documents of the property & also verified the plot on the site & also measured the area & fully satisfied the title of the Vendor & the Vendor has also supplied the Xerox copy of all the documents to the purchaser.

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 same for a total valuable consideration of Rs. 6,00,92,000/- (Rupees Six Crores Ninety Two Thousand Only), 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.

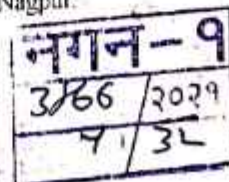
NOW, THEREFORE, THIS MEMO OF AGREEMENT FOR SALE WITNESSES AS UNDER -

1) THAT, for and against the total valuable consideration amount of Rs. 6,00,92,000/- (Rupees Six Crores Ninety Two 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 bearing plot No. 4 admeasuring 1410.275 Sq. m., plot No. 5 admeasuring 1499.625 Sq. m. and plot No. 6 admeasuring 1484.200 Sq. m. having total area of 4394.100 Sq. m. out of khasra No. 25, bearing city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, corresponding to municipal corporation house No. 516/E/4+5+6, index No. 061053089, situated at Gorewada, within the limits of Nagpur Municipal Corporation, Tahsil and District - Nagpur, as shown and earmarked in the plan attached herewith, more particularly described in the schedule written hereunder which shall form the part and parcel of present deed. The transaction between the parties as agreed is inclusive of the amount of stamp duty payable on this agreement which is paid by the Purchaser on account of VENDOR.

2) THAT, the PURCHASER has paid the total valuable consideration amount Rs. 6,00,92,000/- (Rupees Six Crores Ninety Two Thousand Only), to the VENDOR in the following manner of payment -

MANNER OF PAYMENT

- i. Rs. 11,00,000/- Paid by way of cheque No. 001031 dated 11/03/2021 from ICICI BANK, Manewada, Nagpur.
- ii. Rs. 1,89,00,000/- Paid by way of cheque No. 001102 dated 30/03/2021 from ICICI BANK, Manewada, Nagpur.
- iii. Rs. 1,40,00,000/- Paid by way of PDC/cheque No. 001388 dated 18/05/2021 from ICICI BANK, Manewada, Nagpur.
- iv. Rs. 24,70,000 Adjusted against stamp duty paid by the Purchaser on account of VENDOR
- v. Rs. 60,00,000/- Paid by way of cheque/DD No. 001389 dated 18/05/2021 from ICICI BANK, Manewada, Nagpur.
- vi. Rs. 1,71,89,835/- Paid by way of PDC/cheque No. 001406 dated 08/06/2021 from ICICI BANK, Manewada, Nagpur.



vii. Rs. 4,32,165/-

Adjusted against TDS to be deposited by the Purchaser in the
Income Tax Account of the VENDOR.

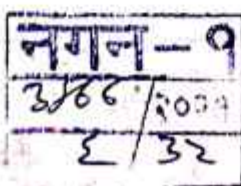
Rs. 6,00,92,000/- (Rupees Six Crores Ninety Two Thousand Only)

3) The VENDOR does hereby acknowledge, admit and confirm receipt of Rs. 5,76,22,000/- (Rupees Five Crores Seventy Six Lakhs Twenty Two 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.

4) 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.

5) 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.

6) 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. **HARE KRISHNA BUILDERS** Represented by & jointly acting through partners -i. **SHRI PANKAJ S/O. LATE ROSHAN DHAWAN** ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**, 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.

7) 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.

8) 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.

9) 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.

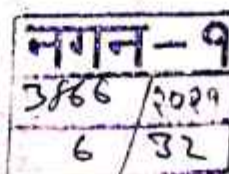
10) THAT, the VENDOR undertakes, agree and assures that the VENDOR has done no act of omission or commission whereby any third party right or interest is created over the said property or any part thereof.

11) 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.

12) 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).

13) 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.

14) 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.



15) 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, 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.

16) 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.

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

18) 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.

19) 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.

20) 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.

21) 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 -

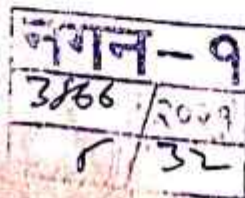
ALL THAT piece and parcel of land bearing plot No. 4 admeasuring 1410.275 Sq. m., plot No. 5 admeasuring 1499.625 Sq. m. and plot No. 6 admeasuring 1484.200 Sq. m. having total area of 4394.100 Sq. m. out of khasra No. 25, bearing city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, corresponding to municipal corporation house No. 516/E/4+5+6, index No. 061053089, situated at Gorewada, within the limits of Nagpur Municipal Corporation, Tahsil and District - Nagpur. The said property is bounded as under -

PLOT No. 04

TO THE EAST	-:-	ROAD
TO THE WEST	-:-	PLOT No. 09
TO THE NORTH	-:-	OTHER LAYOUT
TO THE SOUTH	-:-	PLOT No. 05

PLOT No. 05

TO THE EAST	-:-	ROAD
-------------	-----	------



TO THE WEST :- PLOT No. 08
TO THE NORTH :- PLOT No. 04
TO THE SOUTH :- PLOT No. 06

PLOT No. 06

TO THE EAST :- ROAD
TO THE WEST :- PLOT No. 07
TO THE NORTH :- PLOT No. 05
TO THE SOUTH :- ROAD

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:-



[Signature]

**SHRI VINOD S/O. RAMNIVAS GARG
(THE VENDOR)**



[Signature]



(Sunny Sharma)



2. *[Signature]*



(Mandeep Malhotra)

M/S. HARE KRISHNA BUILDERS

Represented by & jointly acting through partners -



[Signature]

SMT. SHRUTI W/O. PANKAJ DHAWAN



[Signature]

**SHRI KULDEEP S/O. SUBHASH MALHOTRA
(THE PURCHASER)**



Drafted as per the instructions & documents of parties.
**OM HARIRAMANI, JAYESH HARIRAMANI
ADVOCATES**

"HARIRAMANI ASSOCIATES"
12A, 3rd Floor, NMC Complex, J.B. Wing,
Mangalwari, Sadar, NAGPUR - 440 001.
Ph. 9326444422, 9325557700,
Mo. 9373107039,
E-Mail: adv.om_hariramani@rediffmail.com

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