

269/5886

पावती

Original/Duplicate

Thursday, September 16, 2021

नोंदणी क्र. :39म

4:36 PM

Regn.:39M

पावती क्र.: 8543 दिनांक: 16/09/2021

गावाचे नाव: टाकळी (झिंगाबाई)

दस्तऐवजाचा अनुक्रमांक: नगन6-5886-2021

दस्तऐवजाचा प्रकार : विक्री करारनामा

सादर करणाऱ्याचे नाव: मे. हरे कृष्ण बिल्डर्स तर्फे भागीदार श्रीमती श्रुती पंकज घवन . .

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 520.00

पृष्ठांची संख्या: 26

DELIVERED

एकूण:

रु. 30520.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

4:56 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.43948000 /-

मोबदला रु.14000000/-

भरलेले मुद्रांक शुल्क : रु. 2637000/-

 NGP6
 सह दुय्यम निबंधक, वर्ग-२
 नागपूर शहर क्र. ६,

1) देयकाचा प्रकार: DHC रक्कम: रु.520/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1609202110958 दिनांक: 16/09/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006065916202122E दिनांक: 16/09/2021

बँकेचे नाव व पत्ता:



9/16/2021



CHALLAN
MTR Form Number-6



GRN MH006065916202122E		BARCODE		Date 09/09/2021-15:03:41		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				Flat/Block No.		08	
Year 2021-2022 One Time				Premises/Building			
Account Head Details			Amount In Rs.	Road/Street		ZINGABAI TAKLI	
0030046401 Stamp Duty			2637000.00	Area/Locality		NAGPUR	
0030063301 Registration Fee			30000.00	Town/City/District			
				PIN		4 4 0 0 1 0	
				Remarks (If Any)			
				SecondPartyName=ASHOK GIRHE-			
Total			26,67,000.00	Amount In		Twenty Six Lakh Sixty Seven Thousand Rupees Only	
				Words			
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02300042021090982288	212522840639
Cheque/DD No.				Bank Date	RBI Date	09/09/2021-15:04:47	Not Verified with RBI
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA	
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.

Mobile No. : 9373107039

रजिस्टर चालन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तावासी लागू आहे. नोंदणी न करावयाच्या दस्तावासी खदर चालन लागू नाही.

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AGREEMENT FOR SALE

VALUED AT Rs. 1,40,00,000/-
AS PER GOVT. R.R. VALUED AT Rs. 4,39,48,000/-
STAMP DUTY OF Rs. 26,37,000/- PAID HERewith
CITY SURVEY NO. 41, SHEET NO. 31, OF MOUZA - ZINGABAI TAKLI,
TAHSIL AND DISTRICT - NAGPUR

THIS MEMO OF AGREEMENT FOR SALE made and
executed at Nagpur on This 16th Day of September, 2021.

BY

SHRI ASHOK W/O. DEORAOJI GIRHE

[PAN - ACBPG0640F, AADHAAR No. 6464 9130 0340]

Aged about 56 years, Occupation - Business,

R/o. Gorewada Road, Borgaon, Nagpur - 440 013.

Hereinafter referred to and called as the "VENDOR/LAND OWNER" which term and expression shall, unless inconsistent to the context or contrary to the meaning thereof, always mean and include the said VENDOR/LAND OWNER as well as his heirs, legal representatives, successors, executors, assigns etc.

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 - 440013.

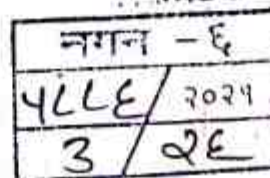
ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**

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 respective legal representatives, successors, executors, assigns etc.



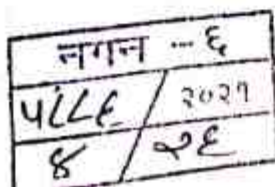
WHEREAS; the VENDOR/LAND OWNER is the sole and absolute owner of ALL THAT piece and parcel of land comprising of plot No. 08 admeasuring 1494.360 Sq. m. and plot No. 09 admeasuring 1676.4260 Sq. m. having total area of 3170.786 Sq. m. (34130.340 Sq. Ft.) in the layout known as "MANE LAYOUT" out of out of khasra No. 25, city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District - Nagpur.

AND WHEREAS; the VENDOR/LAND OWNER purchased the said plot No. 08 from Smt. Ranjana Shekhar Pusadkar and Shri Shekhar Gajanan Pusadkar as per sale deed duly registered in the office of the Sub-Registrar, Nagpur - 5, bearing Serial/registration No. 3994/2015 dated 19/12/2015. Also and the VENDOR/LAND OWNER purchased the said plot No. 09 from Smt. Ranjana Shekhar Pusadkar and Shri Shekhar Gajanan Pusadkar as per sale deed duly registered in the office of the Sub-Registrar, Nagpur - 5, bearing Serial/registration No. 3993/2015 dated 19/12/2015.

AND WHEREAS; the said plots/layout have been included in the unauthorized plot/layout regularization scheme of Nagpur Improvement Trust, accordingly upon payment of 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. BE(N)/747 dated 02/04/2016 for plot No. 08 and release letter No. BE(N)/821 dated 30/04/2016 for plot No. 09.

AND WHEREAS; for certain cogent, valid and good reasons, for the benefit and in the interest of family, the VENDOR/LAND OWNER 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, herein being interested in purchasing the said property approached the VENDOR/LAND OWNER, with proposal to purchase and acquire the said property. The purchaser has offered fairly good price he agreed to purchase the said land/plot properties for a total valuable monetary consideration of Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs Only) and besides the monetary consideration the PURCHASER is agreed to provide or give 13 flats with 2 BHK including, POP in hall, Modular kitchen with Putti in inner side of wall as the other flats constructed by the PURCHASER that the PURCHASER is constructs the flats over the plot no. 8 out of that all flats the flat No. 101, 102, 103 admeasuring about 83.612 to 92.902 Sq. Mt. super built-up area at First floor of building and flats No. 201, 202 and 203 admeasuring about 83.612 to 92.902 Sq. m. super built-up area at the Second Floor of building shall be given to the VENDOR/LAND OWNER of which the VENDOR/LAND OWNER would be the sole owner of this flats. That the PURCHASER has agreed to construct the flats



over the plot No. 9 and out of all these flats the flat No. 101, 104, 105 and 108 admeasuring about 83.612 to 92.902 Sq. m. super built-up area at first floor and flat no. 201, 204 and 205 admeasuring about 83.612 to 92.902 Sq. m. super built-up area at second floor shall be given to the VENDOR/LAND OWNER without any remuneration. That the PURCHASER is agreed to construct all these flats with 2 BHK with full finish as the other flats of the scheme of PURCHASER. All these 13 flats shall be treated as consideration of agreement to sale and the VENDOR/LAND OWNER will not pay the prices of these flats to the PURCHASER. The said proposal of the PURCHASER is accepted by the VENDOR/LAND OWNER. 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. 1,40,00,000/- (Rupees One Crore Forty Lakhs Only) and 13 (thirteen) flats with 2 BHK in the proposed building/s to be constructed on the said property, the VENDOR/LAND OWNER, being legal and beneficial owner thereof, has agreed to sell to the PURCHASER & the PURCHASER has agreed to purchase from the VENDOR/LAND OWNER,

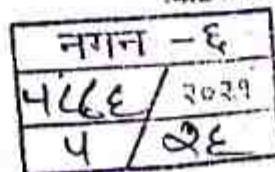
ALL THAT piece and parcel of land comprising of plot No. 08 admeasuring 1494.360 Sq. m. and plot No. 09 admeasuring 1676.4260 Sq. m. having total area of 3170.786 Sq. m. (34130.340 Sq. Ft.) in the layout known as "MANE LAYOUT" along with all rights, share and interest in open spaces, amenities etc. out of khasra No. 25, city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District - Nagpur, more particularly described in the schedule written hereunder will and parcel of the present deed.

- 2) THAT, the PURCHASER out of total valuable consideration of Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs Only), paid Rs. 11,00,000/- (Eleven Lakh Only) to the VENDOR/LAND OWNER on 15/07/2021 by way of cheque no. 001273 of ICICI Bank Manewada, Nagpur to the VENDOR/LAND OWNER and additional amount of Rs. 1,10,00,000/- (Rupees One Crore Ten Lakhs Only) to the VENDOR/LAND OWNER on 07/09/2021 by way of cheque/DD no. 001493 of ICICI Bank, Manewada, Nagpur, Rs. 14,60,000/- (Rupees Fourteen Lakhs Sixty Thousand Only) to the VENDOR/LAND OWNER on 13/09/2021 by way of cheque No. 001337 of ICICI Bank, Manewada, Nagpur and Rs. 4,40,000/- deducted/retained as tax deducted at source (TDS).

The receipt Rs. 1,40,00,000/- (Rupees One Crore Forty Lakhs

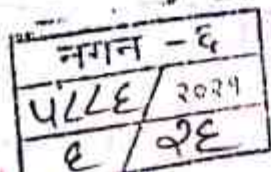
Only) is hereby

acknowledged, admitted and confirmed by the VENDOR/LAND OWNER as



advance payment/part consideration amount, as above therefore, separate money receipt shall not be necessary.

- 3) THAT, the parties have agreed to complete this sale transaction by 30 (Thirty) months from the date of mutation in all relevant records. The VENDOR/LAND OWNER shall clear all charges, obtain relevant documents which is require for the registration. In addition to the monetary consideration amount as referred above the purchaser shall construct a multi-storied building on the said plot comprising of various self-contained flats/apartments, out of which flat/apartment Nos. 101, 102, 103 admeasuring about 83.612 to 92.902 Sq. Mt. super built-up area at First floor of building and flat/apartment Nos. 201, 202 and 203 admeasuring about 83.612 to 92.902 Sq. m. super built-up area at the Second Floor of proposed building to be constructed on plot No. 08 shall be given to the VENDOR/LAND OWNER and the PURCHASER has also agreed to construct the flats over the plot No. 9 and out of all these flats the flat/apartment Nos. 101, 104, 105 and 108 admeasuring about 83.612 to 92.902 Sq. m. super built-up area at first floor and flat/apartment Nos. 201, 204 and 205 admeasuring about 83.612 to 92.902 Sq. m. super built-up area at second floor shall be given to the VENDOR/LAND OWNER in lieu of the plots properties together with appropriate undivided proportionate share in land, within the stipulated time and the VENDOR/LAND OWNER will have right to sale these flats as per his choice and the said PURCHASER shall not object the VENDOR/LAND OWNER to enter into agreement to sale with the proposed buyer/s in respect of 13 Flats.
- 4) THAT, the VENDOR/LAND OWNER, in part performance of this contract, has handed over the peaceful vacant possession of the said property to the PURCHASER at the time of execution of this agreement. The VENDOR/LAND OWNER has further permitted the PURCHASER to demarcate the said plot and install hoardings, displays in the said property and also to advertise about the said proposed project on the said property as per the wishes of the PURCHASER which shall not be objected by the VENDOR/LAND OWNER.
- 5) THAT, the PURCHASER henceforth, shall be free and at liberty to apply for sanction of building plan/s, revised, re-revised building plan/s, division, clubbing, amalgamation of plots, as the PURCHASER desires from concerned authorities in the name of VENDOR/LAND OWNER which shall not be objected by the VENDOR/LAND OWNER but the VENDOR/LAND OWNER shall extend their full cooperation to the PURCHASER by signing and filing such applications, affidavits, drawings, plans and other relevant documents under their signature for getting required sanctions, approvals, permissions etc. however, all expenses, charges, fees etc. for that purpose shall be borne and paid by the PURCHASER.



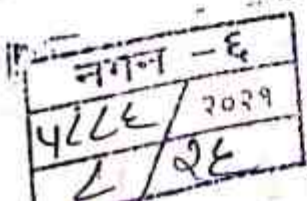
- 6) THAT, the PURCHASER shall be free to start the construction work of proposed multi-storied building/s, scheme on the said plot and execute the entire scheme at it's/his cost with its labors, architects and other experts for it's benefits and profits. The PURCHASER shall be entitled to consume the full F.S.I. including any increase therein and other the development rights relating to said entire land any increase in permissible F.S.I. for any reasons that shall belongs to PURCHASER and the VENDOR/LAND OWNER shall have to claim there in. The VENDOR/LAND OWNER or any other person or persons claiming through or under the name of VENDOR/LAND OWNER shall not obstruct or interfere the development/construction/building work of the said building for any reasons and in any manner whatsoever. The VENDOR/LAND OWNER shall not be entitled to any other benefits or profits of the project/scheme except the flats/apartments as agreed and payable herein as referred above and the PURCHASER shall be absolutely free and entitled to develop the said land by making construction of apartments for sale in favour of prospective buyer/s, without any claim, demand, objection from the VENDOR/LAND OWNER on any grounds or reasons whatsoever, however, the entire development and the construction work shall be exclusively at the cost and risk of the PURCHASER in all respect and the PURCHASER shall keep the VENDOR/LAND OWNER indemnified, compensated, reimbursed against all claims, actions, charges, expenses if any taken or imposed on the VENDOR/LAND OWNER.
- 7) THAT, the VENDOR/LAND OWNER undertakes and assures that he is the sole and absolute owner of the said property having acquired the same as above and except him no other person/s has any rights or interest in the same. The VENDOR/LAND OWNER further assures that he has good, valid and marketable title of the said property in his name.
- 8) THAT, the VENDOR/LAND OWNER shall transfer and convey the property in question in favour of the PURCHASER or his nominee/s absolutely forever, with all kinds of rights, appurtenances, easements, privileges etc., to which he is entitled, free from all encumbrance, charges, taxes dues, etc.
- 9) THAT, the VENDOR/LAND OWNER further assures and undertakes that he has good, clear marketable title of the said property and he has not alienated with the said property in any manner by way of mortgage, agreement, gift, sale etc. & all his rights of ownership subsists and the property in question is free from all kinds of charges, encumbrances etc. The VENDOR/LAND OWNER undertakes that in the event of PURCHASER suffering any loss or damages due to any defect in the rights, title, and authority of the VENDOR/LAND OWNER over the said property or

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if he is deprived of use, beneficial enjoyment of the same fully or partly for any reason whatsoever, the VENDOR/LAND OWNER will be negotiated the matter/dispute and settle it without harming PURCHASER.

- 10) THAT, the VENDOR/LAND OWNER has agreed to execute an IRREVOCABLE GENERAL POWER OF ATTORNEY in view of the provisions of Section 202 of Indian Contract Act. in favour of PURCHASER or any of its/his nominee(s) authorizing the Agent/Attorney so appointed to deal with the said property including transfer of the same by way of sale or otherwise and further receiving consideration amount etc. as per instructions of the PURCHASER and to execute, complete and dispose off the entire scheme in any manner irrevocably, including execution and registration of required Conveyance/Transfer Deeds. The VENDOR/LAND OWNER shall not revoke the said Power of Attorney or withdraw any powers fully or partly at any stage for any reasons whatsoever as the power of attorney to be issued by the VENDOR/LAND OWNER shall be relating to subject matter of this agreement under which interest of attorney is created and that power of attorney shall be not invalidated due to death of any of the principal or incapacity to act. The VENDOR/LAND OWNER further undertake that in the event of death or inability of the VENDOR/LAND OWNER or of Attorney or for any other reasons as the PURCHASER desires, the VENDOR/LAND OWNER or his legal heirs shall execute fresh Power of Attorney or such other conveyance deeds as may be required by the PURCHASER. However, all expenses for the execution and registration of the Conveyance/Transfer Deeds including the cost of stamps, Registration fees, legal fees and other expenses incidental thereto shall be borne and paid by the PURCHASER or the prospective buyer/s as the case may be. It is further agreed by the VENDOR/LAND OWNER that despite of execution of Power of Attorney; he shall execute such deeds & documents and do such other acts as may be required by the PURCHASER for better enjoyment of the said property in terms of this agreement as well as the PURCHASER is agreed to execute sale deed /agreement for sale as per choice of VENDOR/LAND OWNER in respect of 13 flats of his share as mentioned herein above.
- 11) THAT, the PURCHASER shall be free & at liberty to assign his 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/LAND OWNER shall not object and the PURCHASER shall be free and at liberty to assign, transfer its rights, title and interest in its favour or in favour of any other person or persons who may be nominated or assigned by the PURCHASER as its nominee/assignee to which the VENDOR/LAND OWNER



shall not object and shall execute the such deeds or documents in the name of PURCHASER or any its assignee/nominee.

- 12) THAT, the VENDOR/LAND OWNER undertake, 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.
- 13) THAT, the VENDOR/LAND OWNER undertake, agree and assures that the VENDOR/LAND OWNER 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.
- 14) THAT, the VENDOR/LAND OWNER undertake, agree and assures that prior to the execution of this instrument the VENDOR/LAND OWNER has not transacted the sale of the said property with any third party.
- 15) THAT, the VENDOR/LAND OWNER undertake, 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).
- 16) THAT, the VENDOR/LAND OWNER undertake, agree and assures that the VENDOR/LAND OWNER is not aware of any legislation, notification, communication, declaration, rules, regulations or administrative directions imposing any restrictive rights on the VENDOR/LAND OWNER or curtailing his legal rights to transact the sale of the said property or any part thereof.
- 17) THAT, the VENDOR/LAND OWNER undertake, agree and assures that the VENDOR/LAND OWNER 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.
- 18) THAT, the VENDOR/LAND OWNER further assure 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/LAND OWNER over the said property, the VENDOR/LAND OWNER shall be responsible to indemnify and compensate the PURCHASER and keep the PURCHASER free from harm in all respects.
- 19) THAT, the VENDOR/LAND OWNER 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 what so ever. The VENDOR/LAND OWNER as well as his heirs, legal representatives, successors,

assigns etc. 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. It is further agreed by and between the parties that in case of any change in area or numbering position of property, error, omission, in the description of the property for any reasons whatsoever, the same shall not annul this transaction but this transaction shall be applicable with such changes, modifications as may occur.

- 20) THAT, the PURCHASER will not be charge the expenses of electricity, water connection, from the VENDER/LAND OWNER.
- 21) THAT, the expenses such as stamps duty, registration fee, legal charges etc. for the purpose of this agreement has been borne and paid by the PURCHASER. Similarly, all such expenses for sale deed shall be borne and paid by the PURCHASER only or the prospective buyers.

SCHEDULE OF PROPERTY REFERRED ABOVE -

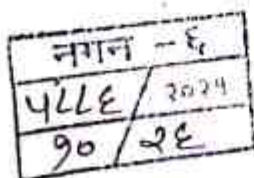
ALL THAT piece and parcel of land comprising of plot No. 08 admeasuring 1494.360 Sq. m. and plot No. 09 admeasuring 1676.4260 Sq. m. having total area of 3170.786 Sq. m. (34130.340 Sq. Ft.) in the layout known as "MANE LAYOUT" out of out of khasra No. 25, city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District - Nagpur. The said property is jointly bounded as under -

PLOT No. 08

TO THE EAST	--	PLOT No. 05
TO THE WEST	--	ROAD
TO THE NORTH	--	PLOT No. 09
TO THE SOUTH	--	PLOT No. 07

PLOT No. 09

TO THE EAST	--	PLOT No. 04
TO THE WEST	--	ROAD
TO THE NORTH	--	OPEN SPACE/OTHER LAYOUT
TO THE SOUTH	--	PLOT No. 08

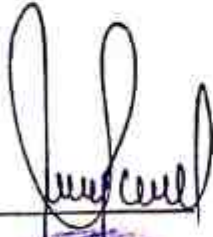


IN WITNESS WHEREOF THE PARTIES HERETO have set their respective hands, put their signature to this **MEMORANDUM OF AGREEMENT FOR SALE** at Nagpur in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

WITNESSES:-

Abt
Sunny
Sharma

1.



2.





SHRI ASHOK W/O. DEORAOJI GIRHE
(THE VENDOR/LAND OWNER)



M/S. HARE KRISHNA BUILDERS
Represented by & jointly acting through partners -



SMT. SHRUTI W/O. PANKAJ DHAWAN





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



Drafted as per the instructions & documents of parties

OM HARIRAMANI, JAYESH HARIRAMANI
ADVOCATES

"HARIRAMANI ASSOCIATES"

12A, Third Floor, NMC Complex, J.B. Wing, Mangalwari, Sadar, NAGPUR - 440 001
M. 9326444422, 9325557700, M. 9373107039, 9730073060, E-mail: adv.om_hariramani@rediffmail.com.

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