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Tuesday,January 11 ,2022
11:07 AM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 338 दिनांक: 11/01/2022

गावाचे नाव: नागपूर (खास)
दस्तऐवजाचा अनुक्रमांक: नगन6-192-2022
दस्तऐवजाचा प्रकार : विक्री करारनामा
सादर करणाऱ्याचे नाव: महाकाळकर कन्सट्रकशन तर्फे सोल प्रो.प्रा. श्री संजय मधुकरराव महाकाळकर - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 720.00
पृष्ठांची संख्या: 36	
एकूण:	रु. 30720.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:26 AM ह्या वेळेस मिळेल.

NGP6

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

बाजार मुल्य: रु.25988000 /-
मोबदला रु.30000000/-
भरलेले मुद्रांक शुल्क : रु. 1800000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.720/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1001202216780 दिनांक: 11/01/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011421441202122E दिनांक: 11/01/2022
बँकेचे नाव व पत्ता:

CHALLAN
MTR Form Number-6

GRN	MH011421441202122E	BARCODE		Date	10/01/2022-12:48:41	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)	AEDPM9631E
Office Name	NGP1_HQR SUB REGISTRAR NAGPUR 1	Full Name	MAHAKALKAR CONSTRUCTION
Location	NAGPUR		
Year	2021-2022 One Time	Flat/Block No.	CTS No. 128 Plot No. 22
		Premises/Building	
		Road/Street	NAGPUR
		Area/Locality	759.639 Sq. Mtrs.
		Town/City/District	
		PIN	4 4 0 0 0 9

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	1800000.00
0030063301 Registration Fee	30000.00
Total	18,30,000.00

Remarks (If Any)

PAN2=ABLPW8167G~SecondPartyName=SHRIRANG WADGUJI WANJARI~CA=30000000~Marketval=25932000

Amount In Words	Eighteen Lakh Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	00040572022011053427	IK0BLZGHR6
Bank Date	RBI Date	10/01/2022-12:24:49	Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9373102107

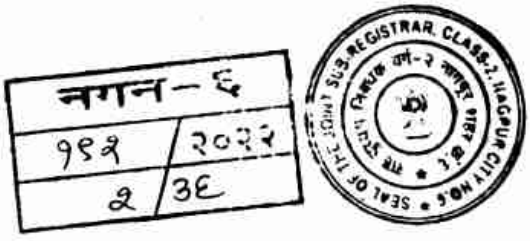
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

नगन – ६
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SEAL OF THE JOINT SUB-REGISTRAR, CLASS-I, NAGPUR CITY NO.6

Print Date 10-01-2022 12:58:25


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SEAL OF THE JOINT SUB REGISTRAR CLASS-2 NAGPUR CITY NO.5

नगन – ६
१९२ / २०२२
३ / ३६

AGREEMENT TO SELL

FOR RS. 3,00,00,000/-

(RUPEES THREE CRORES ONLY)

GOVERNMENT MARKET VALUE RS. 2,59,32,000/-

[Valuation of Stamp Duty @ Rs. 34,120/- per Sq. Mtrs. as per Sheet No. 287, City Survey No. 128 of Mouza – Nagpur appearing at Page No. 214 as Item No. 1.89 / 287 of the Govt. Stamp Duty Ready Reckoner, 2021 - 2022]

This **AGREEMENT TO SELL** is made and executed at **NAGPUR** on this 10th Day of **JANUARY, 2022**

BETWEEN

1) SHRI SHRIRANG S/O WADGUJI WANJARI, Aged about 85 years, Occupation – Nil (P.A. No. ABLPW8167G) [Aadhaar No. 3788 2185 9459], **2) SHRI DHARMENDRA S/O SHRIRANG WANJARI**, Aged about 59 years, Occupation – Business (P.A. No. AAPPW6912N) [Aadhaar No. 6107 7567 0675], **3) SHRI SURENDRA S/O SHRIRANG WANJARI**, Aged about 55 years, Occupation – Business (P.A. No. AALPW3412D) [Aadhaar No. 7754 6772 5524], all Resident of Plot No. 22, Nandanwan Layout, Nagpur – 440009, **4) SOU. KALYANI W/O MADAN DESHMUKH**, Aged about 52 years, Occupation – Household (P.A. No. ARNPD9857G) [Aadhaar No. 9003 0166 7450], Resident of Shree Niwas, Laxmi Park, Vijay Nagar, Kalewadi, Pimpri, Pune - 411017 and **5) SOU. VANDANA W/O GAJANAN RAJGIRE**, Aged about 49 years, Occupation – Household (P.A. No. AYEPR0311H) [Aadhaar No. 4376 8978 3551], Resident of Near Vitthal Rukhmai Mandir, Patel Pura Ward, Bhandara - 441904, herein afterwards jointly called as the **"VENDORS"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"VENDORS"** as well their legal heirs, successors, representatives, executors, administrators and assigns of the **FIRST PART**.

AND

MAHAKALKAR CONSTRUCTION, a Sole Proprietorship Firm, having its Office at Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur – 440009, acting through its SOLE PROPRIETOR, **SHRI SANJAY S/O MADHUKARRAO MAHAKALKAR**, Aged about 48 years, Occupation – Business (P.A. No. AEDPM9631E) [Aadhaar No. 3376 5555 1915], Resident of Mahakalkar Bhavan, Plot No. 97, Ridge Road, Raghuji Nagar, Nagpur - 440009, herein afterwards called as the **"PURCHASER"**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **"PURCHASER"** as well its Sole Proprietor, his legal heirs, successors, representatives, executors, administrators and assigns of the **SECOND PART**.

WHEREAS the above named **Vendors** are sole and absolute Vendors of **ALL THAT** piece and parcel of **Nagpur Improvement Trust** leasehold land in its Wathoda Street scheme bearing **Plot No. 22** (Twenty Two), total containing by admeasurement **759.639 Sq. Mtrs.** (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No. 587/1** of **Mouza – Nagpur** bearing **Sheet No. 287, City Survey No. 128** bearing **Municipal Corporation House No. 1140 / J** in **Ward No. 20**, situated at **Nandanwan, Nagpur,** within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur**, which is more particularly described in the schedule of property hereunder. (Herein afterwards referred to as the said **"Plot"** for sake of brevity and convenience).

नागपूर - ६
९९१
६/३६

WHEREAS originally, **All That** piece and parcel of **Nagpur Improvement Trust** leasehold land in its Wathoda Street scheme bearing **Plot No. 22**, total containing by admeasurement **759.639 Sq. Mtrs.** (8177.00 Sq. Fts.) being a portion of land bearing **Khasra No. 587/1** of **Mouza – Nagpur**, situated at **Nandanwan, Nagpur**, within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur** belonged to **Sou. Shakuntala Shrirang Wanjari** having acquired the same from the **Nagpur Improvement Trust** on leasehold rights for a period of **30 years** commencing on **12-04-1977** and ending on **11-04-2007** by virtue of an **Indenture of Lease**, dated **16-04-1998**.

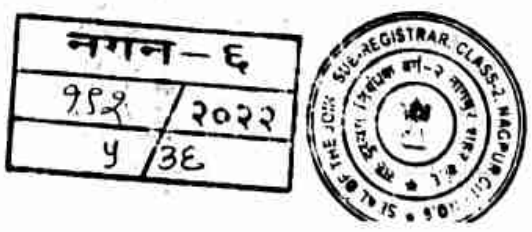
WHEREAS upon expiration of the original term of lease of the said Plot, the **Nagpur Improvement Trust**, acting through its **Executive Officer** renewed lease of the said **Plot No. 22** in favour of **Sou. Shakuntala Shrirang Wanjari** for a further period of **30 years** commencing on **12-04-2007** and ending on **11-04-2037** by virtue of an **Indenture of Lease**, dated **10-12-2009** which is registered at **Serial No. 5947 / 2009** on **11-12-2009** in the office of **Sub – Registrar No. 6, Nagpur**.

WHEREAS the above named **Sou. Shakuntala Shrirang Wanjari** died intestate on **11-11-2021** and after her death, the said **Plot No. 22** devolved upon her husband, **Shri Shrirang Wadguji Wanjari**, her 2 sons, namely, **1) Shri Dharmendra Shrirang Wanjari** and **2) Shri Surendra Shrirang Wanjari** and 2 married daughters, namely, **1) Sou. Kalyani Madan Deshmukh** and **2) Sou. Vandana Gajanan Rajgire**, they being her only legal heirs by virtue of intestate succession as per provisions of the Hindu Succession Act, 1956.

WHEREAS as on date, **1) Shri Shrirang Wadguji Wanjari, 2) Shri Dharmendra Shrirang Wanjari, 3) Shri Surendra Shrirang Wanjari, 4) Sou. Kalyani Madan Deshmukh** and **5) Sou. Vandana Gajanan Rajgire** are joint and equal co – Vendors of the said Plot with all heritable and transferable rights therein.

WHEREEAS now the Vendors have agreed to sell the said Plot to the Purchaser who will construct a Commercial Complex thereon, comprising various Commercial Units, however the Vendors have no ample resource, money, knowledge, expertise, time etc. for said purpose, therefore they have decided to sell the said Plot to such Purchaser.

WHEREEAS the Vendors approached the Purchaser with offer to sell the said Plot and in like manner, the Purchaser also agreed to purchase the said Plot and to construct a Commercial Complex thereon and then to sell various Commercial Units to prospective buyers or to retain the same as may be decided by the Purchaser.



WHEREAS after having formal discussions, meetings and thorough negotiations, the Vendors have finally decided to sell the said Plot to the Purchaser and in like manner the Purchaser has also agreed to purchase the said Plot for. In view of above facts, this Agreement to Sell is executed between the Vendors and the Purchaser upon certain agreed terms and conditions, the sufficiency of which are hereby acknowledged and shall be legally binding upon the Vendors and the Purchaser.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE VENDORS AND THE PURCHASER AS UNDER: -

1. **THAT** the **Vendors** hereby agrees to sell unto the Purchaser, **ALL THAT** piece and parcel of **Nagpur Improvement Trust** leasehold land in its Wathoda Street scheme bearing **Plot No. 22** (Twenty Two), total containing by admeasurement **759.639 Sq. Mtrs.** (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No. 587/1** of **Mouza – Nagpur** bearing **Sheet No. 287, City Survey No. 128** bearing **Municipal Corporation House No. 1140 / J** in **Ward No. 20,** situated at **Nandanwan, Nagpur,** within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur,** which is more particularly described in the **Schedule of Property** hereunder written.

2. **THAT** the Vendors agree that they shall be entitled to receive altogether a fixed amount of **Rs. 3,00,00,000/- (Rupees Three Crores Only)** towards consideration amount of Plot in lieu selling the said **Plot** to the Purchaser out of which part amount has been paid by the Purchaser to the Vendors and the balance amount shall be paid by the Purchaser to the Vendors in manner, mode and time period appearing as under:-

SCHEDULE OF MANNER OF PAYMENT

NAME OF VENDORS	DATE	AMOUNT	CHEQUE NO.	BANK AND BRANCH
Vendor No. 1 Shri Shrirang Wadguji Wanjari	10-01-2022	Rs. 40,00,000/-	000063	HDFC Bank, Old Subhedar Layout, Nagpur
Vendor No. 2 Shri Dharmendra Shrirang Wanjari	10-01-2022	Rs. 40,00,000/-	000064	HDFC Bank, Old Subhedar Layout, Nagpur
Vendor No. 3 Shri Surendra Shrirang Wanjari	10-01-2022	Rs. 40,00,000/-	024492	Indian Bank, Sakkardara Chowk, Nagpur
Vendor No. 4 Sou. Kalyani Madan Deshmukh	10-01-2022	Rs. 40,00,000/-	024493	Indian Bank, Sakkardara Chowk, Nagpur

नगन – ६
९९२ / २०२२
६ / ३६

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO. 5

Vendor No. 5 Sou. Vandana Gajanan Rajgire	10-01-2022	Rs. 40,00,000/-	024494	Indian Bank, Sakkardara Chowk, Nagpur
----------	TOTAL	Rs. 2,00,00,000/-	(RUPEES TWO CRORES ONLY)	

Rs. 1,00,00,000/- **(Rupees One Crore Only)** shall be paid by the **Purchaser** to the **Vendors** towards **full & final** consideration amount of **Plot** in lieu of purchasing the said **Plot** on or before **31st Day** of **December, 2024 (Two Thousand Twenty Four)**, subject to terms and conditions of this **Agreement to Sell**.

Rs. 3,00,00,000/- **TOTAL: - (RUPEES THREE CRORES ONLY)**

3. **THAT** the Vendors agree that except for entitlement to receive total **Rs. 3,00,00,000/- (Rupees Three Crores Only)** towards consideration amount of Plot in lieu of selling the said Plot, the Vendors shall not claim or demand nor the Purchaser shall be liable to pay any amount on any account to the Vendors. The Purchaser agrees that he shall pay the balance consideration amount of the said Plot to each Vendor in five equal parts. The Vendors further agree that the Purchaser shall also not be liable or under any obligation to allot, assign, convey, sell or transfer any Commercial Unit in the Commercial Complex that may be constructed on the said Plot to the Vendors in lieu of purchasing the said Plot. The Vendors further agree that they shall always indemnify the Purchaser from any such claim or demand of allotting, assigning, conveying, selling or transferring any Commercial Unit in the said Commercial Complex to the Vendors in future, either free of cost or against adjustment or payment of the balance cost of Plot.

4. **THAT** the Vendors categorically agree that in case if it is revealed in the "K" Patrak that the actual physical area or possession of the Vendors in respect of the said Plot is less than 759.639 Sq. Mtrs. (8177.00 Sq. Fts.), then in those circumstances, the Purchaser shall be liable to pay balance consideration amount of Plot @ Rs. 3,668/- (Rupees Three Thousand Six Hundred Sixty Eight Only) per Sq. Fts. in proportion to the Plotable Area would be in actual possession of the Vendors.

5. **THAT** the Vendors and the Purchaser mutually agree that in future as and when, the Purchaser allots, books, agrees to sell or sells Commercial Units in the said Commercial Complex to prospective buyers and the Purchaser receives allotment, booking, token, part and full sales consideration amount from prospective buyers, from and out of such amount, the Purchaser shall retain 90% (Ninety Percent) amount and the balance 10% (Ten Percent) amount shall be

नागपूर - ६
१४२ / २०२२
७ / ३६

paid by the Purchaser to each Vendor in five equal parts towards the balance consideration amount of Plot of Rs. 8,00,00,000/-, subject to terms and conditions of this Agreement to Sell.

6. **THAT** the Vendors and the Purchaser mutually agree that if due to any statutory reason or any other reason viz. claims, disputes, encroachments, litigations and court cases etc., if the Purchaser is unable to commence construction work of the proposed Commercial Complex, then the Purchaser may at his discretion opt to wait to such time till all claims, disputes, encroachments, litigations and court cases etc. are resolved by the Vendors and to continue with this Agreement to Sell OR the Purchaser shall have right to abandon the work of construction of the Commercial Complex on the said Plot and he may cancel this Agreement to Sell. That if the Purchaser decides to abandon the work of construction of the Commercial Complex on the said Plot, then this Agreement to Sell shall stand null, void and cancelled. The Vendors specifically agree that in such contingency, they shall refund entire consideration amount of Plot which they would have received from the Purchaser without any interest within 15 (Fifteen) days time, from the date, the Purchaser decides to abandon the work of construction of the Commercial Complex on the said Plot and cancel this Agreement to Sell.

7. **THAT** the Purchaser agrees that if there are no claims, disputes, litigations or court cases etc. in respect of the said Plot between the Vendors and any person and if there is no lockdown or restrictions due to Covid – 19 pandemic and there is no force majore event and much in particular, all the Commercial Units must have been sold and entire sales consideration amount should have been received by the Purchaser on or before 31-12-2024, then the Purchaser shall pay the balance consideration amount of Plot of Rs. 1,00,00,000/- (Rupees One Crore Only) to the Vendors on or before 31st Day of December, 2024 (Two Thousand Twenty Four). The Vendors agree that upon occurrence of any force majeure event or lockdown or restrictions due to Covid – 19 pandemic, the time limit for performance of this Agreement to Sell and payment of the balance consideration amount of Plot shall ipso – facto extend in proportion to the time length or aftermaths of such force majore, lockdown or restrictions, as the case may be. The Purchaser agrees that in case if he delays, defaults or fails to pay the balance consideration amount of Plot of Rs. 1,00,00,000/- (Rupees One Crore Only) to the Vendors on or before 31-12-2024, then the Purchaser shall pay interest @ 12% (Twelve) percent per Annum to the Vendors on account of delay in making payment of the balance consideration amount of Plot and such interest shall be paid by the Purchaser from the due date of payment of balance consideration amount of Plot till the date of actual payment of the balance cost of Plot.

8. **THAT** the Vendors agree that if the Purchaser pays only part amount from and out of the balance consideration amount of Plot of Rs. 1,00,00,000/- or if the Purchaser fails to pay the

नगन – ६
९९२ / २०२१
८ / ३६
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR CITY / H&S

balance consideration amount of Plot of Rs. 1,00,00,000/- till 31-12-2024, then in those circumstances also, the Vendors shall have no right nor the Vendors shall annul, cancel, revoke or terminate this Agreement to Sell under any circumstances, rather the Vendors shall have right to recover the balance consideration amount of Plot together with simple interest @ 12% (Twelve) percent per Annum from the Purchaser by adopting due legal recourse, it being clear and unambiguous intentions of the Vendors.

9. **THAT** the Vendors confirm that the said Plot is their jointly inherited property belonging to them alone and they further confirm that no other person has any ownership, title, right, share or interest or right to claim partition in the said Plot in any manner.

10. **THAT** the Vendors confirm that they have legitimate, genuine, valid and marketable title of the Plot and the said Plot are free from all claims, court cases, disputes, objections, interference or impediment of third persons, charge and encumbrance of banks and financial institutions, litigations of government, revenue, statutory authorities and court and they further confirm that they have absolute legal right and full authority to sell the said Plot to the Purchaser.

11. **THAT** the Vendors confirm that prior to execution of this Agreement to Sell, they have not signed, executed any unregistered or registered deed or document purporting to be or authenticating to be assignment, conveyance, exchange, gift, lease, sale, transfer etc. of the said Plot in favour of any person. The Vendors further confirm that in future, if it is revealed that the Vendors would have or had signed, executed any unregistered or registered any such deed or document confirming assignment, conveyance, exchange, gift, lease, sale, transfer etc. of the said Plot in favour of any person before or after execution of this Agreement to Sell, then all such deeds or documents shall be treated as null, void, invalid and annulled deeds and documents and the same shall not be binding upon and enforceable against the Purchaser.

12. **THAT** the Vendors confirm that there are no legitimate and bonafied legal heirs, lineal ascendants or descendants in full or half blood relationship, successors in title or claimants who have any vested interest or who can claim any ownership, title, right, share, interest or possession in any manner, whatsoever over the property. The Vendors further confirm that in future, if this Agreement to Sell is disputed or challenged by any person for any reason whatsoever, then it shall be joint and several liability of the Vendors to defend such person's claim, dispute, litigation or case at their efforts and expenses and they shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

नगन – ६
९९२ / २०२२
९ / ३६

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NAGPUR CITY NO.6

13. **THAT** the Vendors agree that after execution of this Agreement to Sell, they shall have no legal right to enter into any kind of agreement, contract or understanding for selling the said Plot in any manner in favour of third persons or parties nor they shall directly or indirectly accept any amount in lieu of assigning or selling the said Plot from third persons or parties, however if such act is done by the Vendors, then it shall not bind the Purchaser in any manner against such third persons or parties and all such agreements, contracts or understandings shall always be treated as null, void, illegal and shall be un-enforceable against the Purchaser. The Vendors further agree that on commission of any such act, the Vendors shall be liable to liable to refund entire consideration amount of Plot which the Purchaser would have paid to the Vendors together with interest @ 12% (Twelve) percent per Annum from the date of payment till actual realisation of the amount.

14. **THAT** the Vendors agree that they shall pay N.I.T. ground rent, Non - Agricultural taxes, Municipal Corporation taxes and all other statutory charges, dues, outgoings, taxes, etc. levied and payable in respect of the said Plot to concerned government, revenue and statutory authorities till date of execution of this Agreement to Sell. The Purchaser agrees that after the date of execution of this Agreement to Sell, he shall exclusively pay and discharge Non - Agricultural taxes, Municipal Corporation taxes and all other statutory charges, dues, outgoings, taxes, etc. levied and payable in respect of the said Plot to concerned government, revenue and statutory authorities and he shall always indemnify the Vendors against any claim, demand or penalty of payment of aforesaid statutory charges, dues, outgoings, taxes, etc. in future.

15. **THAT** the Purchaser confirms that he has verified and satisfied himself by inspecting all original, certified, zerox copies of relevant title deeds and other documents pertaining to the Vendors ownership and title in respect of the said Plot and found them to be legitimate and genuine and thereafter the Purchaser has agreed to purchase the said Plot as per his own conscience at above agreed consideration amount of Plot and upon terms and conditions stipulated in this Agreement to Sell.

16. **THAT** the Vendors agree that if permissible under law, the Purchaser will have right and authority avail or load purchase T.D.R., F.S.I., F.A.R over the said Plot and to utilise and consume such T.D.R., F.S.I., F.A.R for construction of Commercial Units in the said Commercial Complex in accordance with building development and control rules and regulations of the Nagpur Improvement Trust, Nagpur Municipal Corporation or any other competent Planning Authority.

17. **THAT** the Purchaser agrees that it shall be his exclusive liability and responsibility to obtain all requisite approvals, clearances, orders, permissions, sanctions etc. for construction of

नगन – ६
९९३ / २०२२
९० / ३६

SEAL OF THE SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO. 5

the Commercial Complex from the Nagpur Improvement Trust, Nagpur Municipal Corporation, Divisional Commissioner, Collector, Sub-Divisional Officer, Tahsildar, Town Planning Department - Nagpur or any other Planning or Statutory Authority by paying betterment, development, sanctioning and other incidental charges and out of pocket expenses that may be required to be paid for purchasing such approvals, clearances, orders, permissions, sanctions and the Vendors shall always indemnify the Purchaser from any claim or demand of payment of such charges and expenses.

18. **THAT** the Purchaser agrees that it shall be his sole responsibility and liability to provide electric transformer, electric meters, electric supply lines, water meter, water pipe lines, sewerage pipe lines, install sewerage treatment plants, rain water harvesting system etc. in the proposed Commercial Complex at his own efforts and expenses. The Purchaser agrees that he shall also install total anti fire fitting system including wet hydrant, diesel pumps, fire extinguishers, fittings and appliances as per N.M.C. norms, required separate fire water tank as per N.M.C. fire norms, over head water tank including that of shore pilling, basement excavation work, RCC work of basement, mechanical parking, site development, compound area, gates, generator sets and appliances, electrical transformer, all electrical wirings and fitting required as per licensed and qualified electrical engineer, 2 (Two) lift for patients, (bed lifts) building elevation all common amenities, facilities and areas and as per Architect's drawings and designs approved by the N.M.C. / N.I.T. in the proposed Commercial Complex at his own efforts and expenses. The Purchaser agrees that he shall construct the said Commercial Complex in accordance with the sanctioned Building Plan or sanctioned Revised Building Plan without deviating or violating any building development and construction rules and regulations as may be stipulated in the Building Permit and the sanctioned Building Plan of the Nagpur Improvement Trust or the Nagpur Municipal Corporation. The Purchaser further agrees and undertakes that while carrying out construction of the Commercial Complex, if it inadvertently or deliberately ignores, deviates, evades or violates any development and building construction rules and regulations and as a result thereof, if any fine, penalty, costs etc. is imposed or if any penal action is initiated by the Nagpur Improvement Trust or the Nagpur Municipal Corporation against the Vendors or the Purchaser, then the Purchaser alone shall be liable to pay such fine, penalty, costs etc. and to face penal actions and suffer consequences thereof and the Purchaser shall always indemnify the Vendors against all such fine, penalty, costs, penal actions etc.

19. **THAT** the Vendors and the Purchaser mutually agree both of them shall have equal and joint rights and authority to decide, fix or negotiate sales cost of any or all Commercial Units that in the said Commercial Complex and to fix terms and conditions of sale with prospective buyers. However, neither the Vendors nor the Purchaser shall have right to decide, fix, commit or to

नगन - ६
९९२ / २०२२
९९ / ३६

SUB-REGISTRAR CLASS-I NAGPUR

agree to sell any or all Commercial Units in the said Commercial Complex to any prospective buyer or any other person below the minimum sales cost which has been pre-determined and pre – decided by the Vendors and the Purchaser.

20. **THAT** the Vendors agree that the Purchaser shall have exclusive rights and authority to receive, retain and appropriate sales consideration amount of all Commercial Units which will be received by him from prospective buyers and the Vendors shall have no right and authority to claim or demand any share out of the sales consideration amount, sales proceeds or profits that may be received or earned by the Purchaser. The Vendors shall have no right to ask or raise any question or accountability thereof in any manner from the Purchaser.

21. **THAT** the Vendors agree that herein afterwards, the Purchaser shall have exclusive rights and authority to issue and publish advertisements for booking or sale of Commercial Units in the said Commercial Complex in any print, electronic and social media and the Purchaser shall also have exclusive rights and authority to book, allot or agree to sell the Commercial Units to prospective buyers without any interference and impediment from the Vendors. However all costs and expenses that may be incurred for advertising and marketing of the Commercial Units shall be exclusively borne and paid by the Purchaser.

22. **THAT** the Vendors agree that herein afterwards the Purchaser shall have exclusive rights and authority to accept bookings and receive booking amount, sales consideration amount against sale of Commercial Units from prospective buyers and to sign, acknowledge and issue Receipts in favour of such buyers. The Vendors further agree that the Purchaser shall also have all legal rights and authority to sign and issue any Allotment Letter and to sign, execute or register any deed of Agreement to Sell, Sale Deeds, Exchange Deeds, Gift Deeds, Partition Deeds, Mortgage Deeds (Simple or Equitable), Lease Deeds, Confirmation Deeds, Correction Deeds, Re-Conveyance Deeds, Release Deeds etc. in favour of any buyer or person without informing or obtaining any oral or written consent from the Vendors but subject to conformity and within ambit of powers conferred by the Vendors in favour of the Purchaser through this Agreement to Sell.

23. **THAT** the Vendors agree that herein afterwards the Purchaser and / or prospective buyers of Commercial Units in the Commercial Complex which may be constructed by the Purchaser over the said Plot shall have all legal rights and authority to mortgage the Commercial Units together with variable, proportionate, undivided, share and interest in the said Plot for availing any type of loan, home loan, loan against property, cash credit limit, overdraft facility or any type of financial aid from any Nationalized, Corporate, Scheduled, Co - Operative Bank or

नगन – ६
९४२ / २०२२
१२ / ३६
SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO. 5

Society or Financial Institution, Agency or person, for which no separate written consent or no-objection shall be required to be obtained by the Purchaser from the Vendors, but if the same is required, then the Vendors shall un-conditionally and without delay give the same in favour of the Purchaser or prospective buyers of Commercial Units. However, the Purchaser specifically agrees that the liability for repaying instalments and entire bank loan or financial aid shall be exclusively of the Purchaser or the buyers of Commercial Units and he shall always indemnify the Vendors against payment of the installments and / or the entire loan amount, interest, penalties etc.

24. **THAT** the Vendors agree that they have been specifically made aware by the Purchaser and beforehand clarified them that in future in all deeds of Agreement to Sell, Sale Deeds, Exchange Deeds, Gift Deeds, Partition Deeds, Deed of Declaration, Mortgage Deeds (Simple or Equitable), Re-Conveyance Deeds, Release Deeds, Lease Deeds, Confirmation Deeds, Correction Deeds etc., the Vendors will be referred as the Vendor, Donors, Lessors, Licensors, Mortgagors, Releasors or such other name, as may be necessary, acting through or represented by their Power of Attorney Holder i.e. the Purchaser and the Purchaser will be referred as the Purchaser or the Confirming Party and the Commercial Units in the said Commercial Complex may - will be sold by the Purchaser to prospective buyers shall be deemed to have been sold by the Vendors through the Purchaser.

25. **THAT** the Vendors agree that concurrent to Agreement to Sell, they shall execute a deed of an Irrevocable General Power of Attorney in favour of Shri Sanjay Madhukarrao Mahakalkar who is Sole Proprietor of Mahakalkar Construction thereby authorizing and empowering him to carry out and observe all obligations on their part herein contained or otherwise, required by law and to do all things necessary pertaining to the said Plot and to assign, convey, sell or transfer all Commercial Units in the said Commercial Complex together with undivided share and interest in the said Plot in favour of prospective buyers or the Purchaser, itself. The Vendors further agree that by virtue of the said Irrevocable General Power of Attorney, the Vendors shall specifically authorise and empower Shri Sanjay Madhukarrao Mahakalkar to sign Receipts of Payments, Booking - Allotment Letters, Affidavits, Indemnity Bonds, Undertakings, Possession Letters, Mutation Applications and deeds such as Agreement to Sell, Sale Deeds, Exchange Deeds, Gift Deeds, Partition Deeds, Deed of Declaration, Mortgage Deeds (Simple or Equitable), Re-Conveyance Deeds, Release Deeds, Lease Deeds, Confirmation Deeds, Correction Deeds etc. in favour of in favour of prospective buyers or the Purchaser, itself and to get such deeds duly registered in offices of competent Sub - Registrars (Urban or Rural) at Nagpur.

26. **THAT** the Vendors and the Purchaser mutually agree that the liability of paying Income

नगन – ६
९४२ / २०२२
९३ / ३६

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.6

Tax, Goods & Service Tax (G.S.T), Tax Deducted at Source (T.D.S.), Capital Gains Tax and all other or direct or indirect taxes that may be assessed and levied upon the Vendors and the Purchaser by the Income Tax Department, G.S.T. Council or any other Taxation Authority in connection with this Agreement to Sell shall be separately discharged and paid by the Vendors and the Purchaser to the Income Tax Department, G.S.T. Council or to the concerned Taxation Authority as per Income Tax and G.S.T. rules and other fiscal laws and the Vendors and the Purchaser shall indemnify each other from payment of taxes which may be assessed and levied upon them as an Assessee under their respective heads by the Income Tax Department, G.S.T. Council or concerned Taxation Authorities.

27. **THAT** the Purchaser agrees that this Agreement to Sell is exclusively between him and the Vendors, hence the Purchaser shall not assign, sub-contract, sub – delegate or dispense purchase rights or development work of the said Plot and / or construction of the Commercial Complex thereon to any third person, Purchaser, contractor, sub –contractor, however if the same is done by the Purchaser, then this Agreement to Sell shall ipso-facto become null, void and in-fructuous and under such circumstances, the Purchaser shall be liable to compensate the Vendors and to face legal action in terms of this Agreement to Sell.

28. **THAT** the Purchaser agrees that if the project of the Commercial Complex is required to be registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, the he shall compulsorily register the project of the said Commercial Complex under provisions of the Real Estate (Regulation and Development) Act, 2016 with Maharashtra Real Estate Regulatory Authority (MahRERA). The Purchaser agrees that he shall not make any advertisement for booking or sale of any Commercial Unit in the said Commercial Complex in any print or electronic media, neither the Purchaser shall book, allot or agree to sell any Commercial Unit to any buyer without registering the project under provisions of the Real Estate (Regulation and Development) Act, 2016 with Maharashtra Real Estate Regulatory Authority (MahRERA). The Purchaser agrees that after registration of the project with the MahRERA, all provisions, rules and regulations of the Real Estate (Regulation and Development) Act, 2016 shall ipso – facto become applicable and binding upon the said project as well as the Purchaser and he shall scrupulously following all rules and regulations of the MahRERA. The Purchaser specifically agrees that if he neglects, violates or fails to abide the provisions, rules or regulations of the MahRERA and as a result thereof if any fine, penalty, consideration or penal punishment is awarded or imposed to the Purchaser, then he shall be liable to satisfy and suffer the same at his costs, efforts and expenses. The Purchaser further undertakes to fully indemnify the Vendors against all fine, penalties, consideration or penal punishments, if awarded or imposed by MahRERA and so also other courts of law, consumer forum, statutory and planning

नगन – ६
952 / 2022
98 / 3E

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO. 6

authorities.

29. **THAT** if required by the Purchaser, the Vendors will provide their written consent or no – objection for registering the Purchaser as Promoter of the Commercial Complex which may be constructed by the Purchaser over the said Plot under the provisions of Maharashtra Real Estate (Regulation and Development) Act, 2016 with the MahRERA.

30. **THAT** the Purchaser agrees that the Vendors shall not be liable and responsible in any manner, if any damage, decay, destruction, loss, theft or robbery is caused to building materials, goods, equipments, plants and machineries, tools, huts, sheds, appliances, furnitures, fixtures etc. that may be brought, hired, fixed or installed during course of carrying out development work over the said Plot or construction of Commercial Complex thereon. The Purchaser further agrees that the Vendors shall also not be liable and responsible in any manner if any accident, harm, injury, disablement or death of any employee, labour, staff, workmen or any other person associated, deployed, employed or engaged by the Purchaser over the said Plot and the Commercial Complex is caused due to mechanical accident, vehicular accident, electrical shock or short circuit, fire, explosion, fall from building, fighting with any person, manhandling, scuffle, murder or act of force majore such as earthquake, flood, rain, storm, thundering, etc. The Purchaser further agrees that in case of happening of any such untoward event or incident the Purchaser shall be liable to defend, face and suffer all consequences, disputes, litigations, civil or criminal cases arising thereof before Police, Courts, Tribunals etc. The Purchaser also agrees and to discharge, pay for and satisfy all claims, costs, compensations, damages, liabilities and reimbursements etc. of all aggrieved persons of such untoward events or incidents and so also to always indemnify the Vendors from payment of such claims, costs, compensations, damages, liabilities, reimbursements etc. and all consequences, disputes, litigations, civil or criminal cases arising thereof before Police, Courts, Tribunals etc.

31. **THAT** the Vendors agree that if there remains any balance or unconsumed F.S.I., F.A.R. or T.D.R. over the said Plot or in future, if there is any permissible increase in F.S.I., F.A.R. or T.D.R. over the said Plot, then the right to avail, retain, utilise, transfer, sell such balance, unconsumed, permissible increase in F.S.I., F.A.R. or T.D.R. shall exclusively vest with the Purchaser, for which the Vendors shall not claim any amount, cost, consideration, reimbursement in any manner from the Purchaser. The Vendors further agree that they shall have no right or claim over such balance, unconsumed, permissible increase in F.S.I., F.A.R. or T.D.R. over the said Plot. The Vendors further agree that the balance, unconsumed, permissible increase in F.S.I., F.A.R. or T.D.R. over the said Plot can be utilised by the Purchaser for carrying out construction of additional Commercial Units in accordance with statutory rules and

नगन – ६
९४२ / २०२२
९५ / ३६

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.5

regulations without obtaining any oral or written consent or no - objection from the Vendors.

32. **THAT** the Vendors agree that in case, if the Purchaser is required to enforce this Agreement to Sell, then it will be specifically enforceable under the relevant provisions of the Specific Relief Act, 1963 and the Vendors shall not be entitled to raise any plea as to its non enforcement. It is further specifically agreed that in case any such plea is raised by the Vendors then this Agreement to Sell will be deemed to be an Agreement of Sell coupled with transfer of possession in performance of terms and conditions of this Agreement to Sell, as envisaged under provisions of Section 53 (A) of the Transfer of Property Act, 1882.

33. **THAT** the Vendors agree that after registration of Sale Deeds or appropriate deeds of conveyance of Commercial Units in the said Commercial Complex, the Vendors shall unconditionally and without any delay, sign all applications, affidavits, declarations, no - objection letters, notices in favour of such prospective buyers and render necessary assistance thereof for mutating in his, her, their, its name in the records of City Survey (Aakhiv Patrika), Nagpur Improvement Trust, Nagpur Municipal Corporation and other records of the government.

34. **THAT** the Vendors and the Purchaser mutually agree that the execution and registration of this Agreement to Sell shall not be treated as any sort of business agreement, collaboration, partnership or joint venture between Vendors and the Purchaser.

35. **THAT** may god forbid, in case if any of the Vendors or the Purchaser demises after execution of this Agreement to Sell, then in those circumstances also, all covenants, terms and conditions agreed by the Vendors and the Purchaser shall remain binding upon and enforceable by or against legitimate legal heirs or successors in title of the deceased Vendor/s and the Purchaser. That the Vendors categorically and specifically confirm that this Agreement to Sell shall not be annulled, cancelled, revoked or terminated by them under any circumstances in future. The Vendors further confirm that after their death also, this Agreement to Sell and the Irrevocable General Power of Attorney shall not get annulled, cancelled, revoked or terminated or become void or unenforceable in any manner and this Agreement to Sell and the Irrevocable General Power of Attorney shall be binding upon them and enforceable by or against his / her / their legal heirs and successors in title and he / she / they shall have no legal right and authority to annul, cancel, revoke, terminate or withdraw purchase and development rights of the said Plot assigned by them in favour of **Mahakalkar Construction** by this Agreement to Sell nor the powers and authority conferred by them upon **Shri Sanjay Madhukarrao Mahakalkar** by virtue of the Irrevocable General Power of Attorney under any circumstances and due to any reason

नगन – ६
९५९ / २०२२
९६ / ३६

SEAL OF THE SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO. 5

whatsoever at any time in future.

36. **THAT** the Vendors confirm that they have delivered lawful physical possession of the said Plot in vacant and peaceful condition to the Purchaser on the day of registration of this Agreement to Sell.

37. **THAT** the Vendors confirm that they have delivered all original, certified and zerox copies of relevant title deeds and other documents pertaining to their ownership and title in respect of the said Plot to the Purchaser on the day of registration of this Agreement to Sell.

38. **THAT** the Purchaser agrees that all charges and expenses that has been incurred on account of execution of this Agreement to Sell and all charges and expenses that will be incurred and required to be paid on account of payment of Stamp duty, Registration charges, Legal fees etc. for adjudication and registration of this Agreement to Sell and other deeds in future shall be exclusively borne and paid by the Purchaser.

39. **THAT** the Vendors and the Purchaser mutually agree that the original copy of this Agreement to Sell shall be retained by the Purchaser and a xerox copy of the same will be handed over to the Vendors.

40. **THAT** the Vendors and the Purchaser mutually agree that any dispute arising out of Agreement to Sell may be settled by mutual negotiations. If no settlement can be arrived at as a result of negotiations, then the dispute shall be referred to Sole Arbitrator, who shall be mutually appointed by the Vendors and the Purchaser within 15 (Fifteen) days time from the occurrence of such dispute. The Vendors and the Purchaser agree that the decision of Sole Arbitrator shall be final and binding upon the Vendors and the Purchaser. The proceedings of Arbitration shall be held at Nagpur. The provisions of the Arbitration & Conciliation Act, as modified from time to and in force shall apply to such Arbitration proceedings.

41. **THAT** the Vendors and the Purchaser mutually agree that any inadvertent or typographical mistake, miss-statement, error or omission in this Agreement to Sell as regards stating Mouza, Khasra Number, Sheet Numbers, City Survey Number, Plot Numbers, Area of Plot, Boundaries of Plot or any change in description of the said property in future, post construction of the proposed Commercial Complex or any other reason shall not invalidate this Agreement to Sell or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this Agreement to Sell.

नगन – ६
९९२ / २०२२
१० / ३६
SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR CITY NO.5

42. **THAT** the Vendors and the Purchaser mutually agree that this Agreement to Sell shall be subject to jurisdiction of a competent Civil Court at Nagpur .

43. **THAT** the Vendors and the Purchaser confirm and declare that they have read and understood each and every content and covenants of this Agreement to Sell and each and every content and covenants of this Agreement to Sell are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Agreement to Sell without any confusion, threat, coercion, undue influence, miss - representation or intoxication of any kind whatsoever, from any person, whomsoever and they further confirm and declare that they are absolutely convinced and satisfied with covenants of this Agreement to Sell.

SCHEDULE OF PROPERTY REFERRED HEREINABOVE

ALL THAT piece and parcel of **Nagpur Improvement Trust** leasehold land in its Wathoda Street scheme bearing **Plot No. 22** (Twenty Two), total containing by admeasurement **759.639 Sq. Mtrs.** (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No. 587/1** of **Mouza – Nagpur** bearing **Sheet No. 287, City Survey No. 128** bearing **Municipal Corporation House No. 1140 / J** in **Ward No. 20,** situated at **Nandanwan, Nagpur,** within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur** and bounded as under:-

ON THE NORTH BY	----	PLOT NO. 21
ON THE SOUTH BY	----	ROAD
ON THE EAST BY	----	CEMENT ROAD
ON THE WEST BY	----	PLOT NOS. 23 & 24

IN WITNESS WHEREOF the **VENDORS** and the **PURCHASER** hereinabove named have set their respective hands and signed this **AGREEMENT TO SELL** on this 10th **Day of JANUARY, 2022** at **NAGPUR** in presence of the attesting **WITNESSES.**

Drafted by **R.H. AGRAWAL** (Advocate), Nagpur.

नगन – ६
९४२ / २०२२
१८ / ३६

SUB-REGISTRAR, CLASS-2, NAGPUR CITY (NO.6) SEAL OF THE OFFICE

SR. NO.	PHOTOGRAPH OF EXECUTANTS	LEFT HAND THUMB IMPRESSION OF EXECUTANTS	SIGNATURE & FULL NAME OF EXECUTANTS
1)			1) SHRI SHRIRANG WADGUJI WANJARI
			2) SHRI DHARMENDRA SHRIRANG WANJARI
			3) SHRI SURENDRA SHRIRANG WANJARI
			4) SOU. KALYANI MADAN DESHMUKH
			V. G. Rajgiee 5) SOU. VANDANA GAJANAN RAJGIRE (VENDORS)
2)			FOR MAHAKALKAR CONSTRUCTION SHRI SANJAY MADHUKARRAO MAHAKALKAR (SOLE PROPRIETOR) (PURCHASER)

नगन – ६

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WITNESSES			
SR. NO.	PHOTOGRAPH OF WITNESSES	LEFT HAND THUMB IMPRESSION	SIGNATURE & FULL NAME OF WITNESSES
1)			
2)			

नगन – ६

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