



महाराष्ट्र MAHARASHTRA

2021



AGREEMENT To SALE

(Agricultural Land)

VALUED AT Rs. 4,95,00,000/-

(Rupees Four Crore NINTEY FIVE lakh Only)

THIS AGREEMENT TO SELL is made on 07 th day of January 2022.

BETWEEN

M/S Ajmate Garib Nawaz Developers & Builders Pvt. Ltd., CIN

No.U45200MH19936PTC072998, ROC Registration

No. 72998 having its registered office at Sut Market

Gandhi Bag Nagpur-440002 acting through its Directors

1) Mohd. Shabbir S/o Mohd. Shafi, Din No. 02212640,

Aged about 64 Yrs, Occupation - Business

2) Haji Mohd. Sharif S/o Mohd. Late Mohd. Shafi, Din

No. 02363270, Aged about 67 Yrs, Occupation -

Business,

Shabbir

Mohd. Sharif

Shafi

मुद्रांक विक्री नोंदवही अनु.क्रमांक- /दिनांक	30000 6609 / 2022
दस्तावा प्रकार	कुत्रा नामा
दस्त नोंदणी करणार आहेत का? होय/नाही	
मिळकतीचे धोडक्यात वर्णन -	
मुद्रांक विक्री घेणाऱ्याचे नांव व सही	सुभासचंद्र इस्टेट डी. संतोष नारायण
हस्त असल्यास त्याचे नांव, पत्ता व सही	वापच नागपुर
दुसऱ्या पक्षकाराचे नांव	
मुद्रांक शुल्क रक्कम	400/-
अनिल स. बनोदे ला.न. 14/95	
सककरदरा चौक, नागपूर कोड नं. 4601051	AB

संतोष नारायण
वापच
नागपुर

Both Resident of hereinafter called and referred to as **VENDOR**, which expression also shall unless repugnant to the context and meaning thereof always jointly mean and include their heirs, executors, successors, representatives and assigns of the **FIRST PART**:

AND

M/S Gulsons Estate is a Proprietorship firm having its registered office at 301, Perfect Plaza, Plot No.185, Manish Nagar Nagpur - 440015 represented through its Owner

SANTOSH S/O NARAYAN BOPCHE, Aged 41 Years, Occupation : Business, R/o 301, Perfect Plaza, Plot No.185, Manish Nagar Nagpur - 440015

hereinafter called the **PURCHASER**, which expression also shall unless repugnant to the context and meaning thereof mean and include the said Purchaser, Firm, its Partners, their legal heirs, executors, successors, representatives and assigns of the **SECOND PART**.

WHEREAS the **Vendor** are the absolute owners and are in peaceful possession of ALL THAT Piece and Parcel of Agricultural land at **Kh. No. 26/5** admeasuring about 02.245 H.R (5.54 acre) in Bhogwatdar - 1, situated at **Mouza - MOHGAON**, P.H No. 74, Tahsil - Nagpur (Gramin), Dist - Nagpur, along with all trees, suburbs and all easementary rights, including that of water, road etc.

WHEREAS the Vendor now being interested in disposing off the aforesaid property and Purchaser herein having expressed their intention to purchase the said property and after negotiations between the parties the amount decided is **Rs. 4,95,00,000/- (Rupees FOUR Crore NINETY FIVE Lakh Only)** and the same is agreed to be paid in the following manner.

MANNER OF PAYMENT:

Rs. 1,00,000=00	Paid by the Purchaser to the Vendor by Cheque No. 046008 of Faderal bank dated 15/12/2021
Rs. 1,00,000=00	Paid by the Purchaser to the Vendor by Cheque No. 046010 of Faderal bank dated 22/12/2021
Rs. 25,00,000=00	On the time of after search of property & Paper notice, Purchaser to the Vendor by Cheque No. 000672 of ICICI bank Ramdas Peth Nagpur Dated 01/01/2022
Rs. 25,00,000=00	At the time of registered agreement after search of property & Paper notice
Rs. 50,00,000=00	Agreed to be Paid by the Purchaser to the Vendor on after 3 months of registered Agreement.
Rs. 50,00,000=00	Agreed to be Paid by the Purchaser to the Vendor on after 6 months of registered Agreement.
Rs. 50,00,000=00	Agreed to be Paid by the Purchaser to the Vendor on after 9 months of registered Agreement.
Rs. 75,00,000=00	Agreed to be Paid by the Purchaser to the Vendor on after 12 months of registered Agreement.
Rs. 75,00,000=00	Agreed to be Paid by the Purchaser to the Vendor on after 15 months of registered Agreement.
Rs. 1,43,00,000=00	Agreed to be Paid by the Purchaser to the Vendor on after 18 months of registered Agreement.
Rs. 4,95,00,000=00	Paid by the Purchaser to the Vendor as Full and Final Payment.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS**UNDER :**

1. That Vendors hereby undertakes that the said property is free from all kind of charges, reservations, liens, mortgages and

that the said property is not in any manner encumbered or charged with the payment of any money.

2. That the aforesaid sell value is determined on the basis of Rs. 90,00,000/- Per Acre, and the Vendor undertakes to get the said land measured from government department and the resultant area shall determine the exact sell value. (After considering the Net area after DP road).

3. THAT, the interest in the said property hereby agreed to be sold shall be free from encumbrances of all kinds whatsoever and also there are no prohibitory orders from any court or any other government agency.

4. THAT, the PURCHASER has satisfied himself with respect to the VENDORS title to the said property as good, valid and marketable and they have satisfied themselves about their right to enter into this Agreement with the PURCHASER. However still it shall be the duty of the Vendor to extend **such cooperation as may be required by the Purchaser to prove the title** to any authority, bank and department by providing the original documents etc.

5. THAT, the PURCHASER shall pay the balance sell consideration as mentioned in the Manner of Payment to the Vendor providing all the original documents such as title deeds, Latest Zone Certificate, original 7/12, Adhikar Abhilekh, Ferfar Panji, Patwari Nakasha etc as may be required for the Sale deed. Regulation of Company from ROC and all balance sheet should be submitted on before next payment after registered agreement.

6. THAT, the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and sold subject to the outgoing agreements, restriction and rights to the Vendor and other Co-owners in the said land affecting the same and if any misstatement, error or omission is discovered, the

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same shall not annul this agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

7. THAT the Vendor has delivered the tentative physical possession of the said land in favour of the purchaser for development purposes.

8. THAT the Vendor further assures that there is no reservation and/no prohibitory orders, Stay on the aforesaid property and Vendor is free to deal with the same without any statutory prohibitions. Also there is no token, agreement, lease over the said property and title is absolutely clear and marketable, in case it is found so later then the Vendor shall be wholly responsible for the same.

9. THAT the Purchaser shall pay the agricultural cess and all other dues whatsoever occurring payable in respect of his proportionate share of land in the said property to the competent revenue authority with effect from the date of registration of the Sale Deed or from the date of his taking over actual physical possession thereof whichever is earlier and shall always keep the Vendor indemnified from such payments.

10. THAT it is agreed that in case of any dispute arising between the parties out of this Agreement or the transaction agreed by, would be subject to the arbitration before the Arbitrators appointed in this Agreement. The award of the Arbitrators would be binding on the parties. In view of this Agreement regarding arbitration, the parties agree not to approach the court of law, without availing the arbitration proceedings. The arbitrator shall be with the written consent of all the parties and in case that no consensus is reached upon the parties shall be free to approach the Court of Law.

11. THAT this Agreement / Contract is subject to the jurisdiction of the Competent Civil Court at Nagpur.

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Balash

12. THAT if the purchaser fails or neglects to pay the balance sale price to the vendor within the period stipulated above then in such event the vendor shall be entitled to claim and receive the interest at the rate of 12% per annum on the unpaid balance sale price from the date of default till the date of actual payment thereof from the purchase.

13. During this pandemic of COVID disease, if the state government and central government are issued public lockdown/ state lockdown, during that situation it were not possible for the purchaser to perform their business and repay the outstanding consideration on stipulated period of time as mentioned in manner of payment, therefore both the vendor and purchaser mutually agreed on providing the relaxation in time up to the lockdown period.

14. THAT for all matters not covered by this agreement, the provisions of Transfer of Property Act, shall be applicable.

15. THAT the purchaser shall separately pay all the charges for the Legal Expenses including Stamp Duty and Registration Fee etc., as may be applicable.

SCHEDULE OF THE PROPERTY

ALL THAT Piece and Parcel of Agricultural land at **Kh. No. 26/5** admeasuring about 2.245 H.R (5.54 acre), in Bhowarg - 1, situated at **Mouza - MOHGOAN**, P.H No. 41, Khate no. 03 Tahsil -Nagpur(Gramin), Dist - Nagpur, alongwith all trees, Crops, bushes and Easement rights, right to pass, approach road and the said Khasra is bounded as under:-

On the East	...	Khasra No. 27
On the West	...	60 Meter Wide Road
On the North	...	Khasra No. 26/4
On the South	...	Khasra No. 26/6

IN WITNESS WHEREOF the VENDORS and the PURCHASER herein above named have hereto set their respective hands and

signed this **AGREEMENT OF SALE** at Nagpur in presence of the
attesting witnesses signing as such on the 07 DAY OF JANUARY
2022 first above mentioned.

SIGNATURE & FULL NAME
M/S Ajmate Garib Navaj Land & Builders Pvt.



Mohd. Shabbir

Mohd. Shabbir S/o Mohd. Shafi



Haji Mohd. Sharif

Haji Mohd. Sharif

VENDOR

FOR M/S Gulsons Estate



Santosh

SANTOSH S/O NARAYAN BOPCHE

PURCHASER

Witness:-



Hemishankar B. Tiwari

(Hemishankar B. Tiwari)

1).....



Hemishankar B. Tiwari

2).....

AZMATE GARIB NAWAZ DEVELOPERS AND BUILDERS PVT. LTD.
TO IT'S DIRECTORS HAJI MOHD SHARIF
KH. NO. 26/5, VILLAGE - MOHGAON, TAH.- NAGPUR (GRAMIN), DIST.- NAGPUR

Sr. No.	Date	Amt	Remark
1	15/12/2021	100000	BY CHEQUE NO- 046008 , FEDERAL BANK
2	22/12/2021	100000	BY CHEQUE NO- 046010 , FEDERAL BANK
3	10/01/2022	500000	INF/NEFT/025966829071/IBKL0041SB2/Land payment / mohgoan26
4	11/01/2022	500000	INF/NEFT/025975028021/IBKL0041SB2/land payment / mohgoan26
5	17/01/2022	350000	RTGS/ICICR42022011700548386/IBKL0041SB2/Azmate Ga rib Nawaz Developer an
6	18/01/2022	250000	INF/NEFT/026054303651/IBKL0041SB2/580669630.USER1/ mohgoan26
7	19/01/2022	300000	INF/NEFT/026066630951/IBKL0041SB2/580669630.USER1/ mohgoan26
8	20/01/2022	300000	INF/NEFT/026075151871/IBKL0041SB2/land / mohgoan26
9	27/01/2022	300000	INF/NEFT/026134221321/IBKL0041SB2/mohgoan26
10	05/02/2022	1000000	CLG/AZMATE GARIB NAWAZ DEVE AND BUILDER/SSB
11	15/02/2022	1500000	CLG/AZMATE GARIB NAWAZ DEVELOPER AND BUILDER/SSB
12	28/04/2022	500000	INF/NEFT/027321653841/PUNB0882600/Haji saab payme/Saddam
13	11/5/2022	1500000	CHQ.NO.- 000688, ICICI BANK
14	31/05/2022	1500000	CHQ.NO.- 000689, ICICI BANK
15	10/6/2022	1500000	CHQ.NO.- 000690, ICICI BANK
16	16/07/22	2500000	CHQ.NO.- 000691, ICICI BANK
17	20/08/22	2500000	CHQ.NO.- 000692, ICICI BANK
	TOTAL	1,52,00,000	ONE CRORE FIFTY TWO LAKH ONLY

Mohd

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GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. 111

Date : 15/12/2021

Debit :- Land Purchase Payment Being Cheque Payment to Azmate Gravelb Nawab Land Developer for Land Purchase Payment, Kh. No-26/5 Project Name :- Gulsons Estate Chq. NO :- 046008 (Federal Bank)	Amount	
	Rs.	Ps.
	1,00,000/-	
Rupees <u>One lakh only</u> .	Total Rs.	<u>100000 = 00</u>

Received  Signature



GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **112**

Date : 22/12/2021

Debit :- Land Purchase Payment

Being Cheque Payment to Azmate

Gravib Nawab Land Developer for

Land Purchase Payment. Kh. NO. 26/5

Project Name :- Gulsons Estate

Chq. No. 1-046010 (Federal Bank)

Rupees One lach only.

Total Rs.

Amount

Rs.

Ps.

1,00,000 = 00

1,00,000 = 00

Received _____ Signature





GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. 101

Date : 10/01/2022

Debit :- Land Purchase Payment
Being Online Payment to Azmate
Ghazi Nawab Land Developer
for Kh.No. 26/5 Project Name -
Gulsons Estate Land Purchase.
NEFT / 025966829071

Amount	
Rs.	Ps.
5,00,000/-	
5,00,000/-	00

Rupees Five lakh only - Total Rs:

Recei

ture





GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **102**

Date : 11/01/2022

Debit :- Land Purchase Payment

Being Online Payment to Azmate

Garib Navab Land Developer

For Land Purchase 1st. NO. 26/5

Project Name :- Gulsons Estate

NEFT - 025975028021

Rupees Five Lakh only -

Total Rs.

Amount	
Rs.	Ps.
5,00,000/-	
5,00,000 =	00

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GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **103**

Date : 17/01/2022

Debit :- Land Purchase Payment

Being Online Payment to Azmate

Ganesh Narwah Land Developer

for Land Purchase Payment Kh.No.

26/5, Project Name - Gulsons Estate

ICTCR42022011700548386

Rupees Three lakh fifty thousand Total Rs. only -

Amount	
Rs.	Ps.
3,50,000	00
3,50,000	00

Receiv

ure





GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **104**

Date : 18/01/2022

Debit's Land Purchas Payment

Being Cash Online Payment to Azmate

Crashh Alawad Land Developer

For Land Purchas Payment Kh. No. 26/5

Project Name :- Gulsons Estate

NEFT :- 026054303651

Rupees Two Lakh fifty thousand Total Rs. only.

Amount	
Rs.	Ps.
2,50,000	00
2,50,000	00

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GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. **105**

Date : 19/01/2022

Debit:- Land Purchase Payment

Being online Payment to Azmate
Crash Marab Land developer for
Land Payment Kh No. 26/5, Project
Name :- Gulsons Estate
NEFT - 026066630951

Amount	
Rs.	Ps.
3,00,000/-	
3,00,000/-	

Rupees Three lakh only. - Total Rs.

Recd

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GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. **106**

Date : **20/01/2022**

Debit :- Land Payment to

Being Online Payment to Azmate
Crash Nawab Land Developer for
Land Payment Kh. NO. 26/5 Project
Name :- Gulsons Estate.
NEFT - 026075151871

Amount	
Rs.	Ps.
3,00,000/-	
3,00,000=	00

Rupees **Three Lakh only.** Total Rs.

Recd:  Signature



GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. **107**

Date : **27/01/2022**

Debit :- Land Purchase Payment

Being Online Payment to Azmate

Cratic Narab Land Developer for

Land Purchase Payment, Kh. No 26/5

Project No. 1 - Gulsons Estate.

NEFT :- 026134221321

Rupees **Three Lakh only** - Total Rs.

Amount	
Rs.	Ps.
3,00,000 =	00
3,00,000 =	00

Recei  ture



GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. 108

Date : 05/02/2022

Debit :- Land Purchase Payment Being Online Payment to Azmate Grasib Nawab Land Developer for Land Purchase Payment, Kh. No. 26/5 Project Name :- Gulsons Estate	Amount	
	Rs.	Ps.
	10,00,000/-	
	10,00,000 =	cx

Rupees Ten lakh only. Total Rs.

Received  Signature



GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **109**

Date : 15/02/2022

Debit : - Land Payment Purchase
Being Online Payment to Azmate
Craib Nawab Land Developer
for Land Payment, Kh. No. 26/5.
Project Name : Gulsons Estate

Amount	
Rs.	Ps.
15,00,000/-	00
15,00,000/-	

Rupees Fifteen Lakh only. Total Rs.

Recei  ture



GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. **110**

Date : 28/04/2022

Debit :- Land Purchase Payment

Being Online Payment to Azmate

Growth Nawab Land Developer for 5,00,000/-00

Land Purchase Payment, Kh No. 26/5

Project Name :- Gulsons Estate

NEFT No :- 027321653841

Rupees Five Lakh only. Total Rs.

Amount

Rs.

Ps.

5,00,000/-00

5,00,000/-00

Receipt

Signature





GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **113**

Date : **11/05/2022**

Debit :- Land Purchase Payment

Being Cheque Payment to Azmate

Ganesh Nawaz Developers & Builders

Pvt. Ltd. for Land Purchase. Kh. No. 26/5

Project Name :- Gulsons Estate

Chq. No. :- 00688, ICICI Bank

Rupees Fifteen Lakh only. Total Rs.

Amount

Rs.

Ps.

15,00,000 = 00

15,00,000 = 00

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GULSONS
— ESTATE —

Debit Voucher

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Voucher No. **114**

Date : 31/05/2022

Debit:- Land Purchase Payment Being Cheque Payment to Azmate Craxib Nawaz Developers & Builders Pvt. Ltd. for Land Purchase, Kh. No. 26/5 Project Name:- Gulsons Estate Chq. No:- 000689, ICICI Bank	Amount	
	Rs.	Ps.
	15,00,000/-	
Rupees <u>Fifteen lakh only.</u>	Total Rs.	15,00,000/-

Rece  ature



GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. 115

Date : 10/06/2022

Debit :- Land Purchase Payment

Being Cheque Payment to Azmate

Crash Nawaz Developers & Builders

Pvt. Ltd. for Land Purchase. Kh. No. 266

Project Name :- Gulson Estate

Chq. No. :- 000690, ICICI Bank

Rupees Fifteen Lakh only Total Rs.

Amount	
Rs.	Ps.
15,00,000	—
15,00,000	—

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GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. **116**

Date : **20/08/22**

Debit :- Land Purchase Payment
Being Cheque Payment to Azmate
Craib Nawaz Developers & Builders
Pvt. Ltd. for Land Purchase, Kh No: 26/5
Project Name :- Gulsons Estate
Chq No :- 000691, ICICI Bank

Amount	
Rs.	Ps.
25,00,000/-	
25,00,000/-	

Rupees **Twenty-five lakh only** Total Rs.

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GULSONS
— ESTATE —

Office Address : 301, Perfect Plaza, Manish Nagar,
Nagpur-440015. Web: www.gulsonsestate.com

Debit Voucher

Voucher No. **117**

Date : 16/07/22

Debit :- Land Purchase Payment

Being Cheque Payment to Azmate

Craxib Mawaz Developers & Builders

Pvt. Ltd. For Land Purchase, Kh. No. 26/5

Project Name:- Gulsons Estate

Chq No.:- 000692, ICICI Bank.

Rupees Twenty-five Lakh only Total Rs.

Amount	
Rs.	Ps.
25,00,000/-	
25,00,000/-	

Recei



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