

devolved upon her 3 sons namely Shri. Navneet, Shri. Vineet and Shri. Praneet, son-in-law Shri. Shivkumar S/o Pannalal Khare and 2 Grandsons namely Shri. Saurav S/o Shivkumar Khare and Shri. Gaurav S/o Shivkumar Khare, by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS the said Shri. Praneet S/o Late Shri. Yogendranath Singh, Shri. Shivkumar S/o Pannalal Khare, Shri. Saurav S/o Shivkumar Khare and Shri. Gaurav S/o Shivkumar Khare lateron relinquished their respective rights, title and interest in respect of the share inherited by them consequent upon the death of Late Smt. Rajkumari Wd/o Late Shri. Yogendranath Singh in favour of Shri. Vineet S/o Late Shri. Yogendranath Singh and Shri. Navneet S/o Late Shri. Yogendranath Singh by a Deed of Relinquishment/Release Dated 1-6-2022, which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5486 on even date. However the Vendor No. 3 namely Shri. Praneet S/o Late Shri. Yogendranath Singh has retained his Undivided 30% Percent share in the said property for his exclusive use and occupation. As a result therefore the Vendors hereinabovenamed have now become the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS the construction of the said building known as "Sudama Theatre" is more than 40 Years old. As such the Vendors desire to construct a New Building on the said Plots of land by demolishing the existing structure. However, they are unable to carry out the construction work, as the same requires huge financial investment and special skill for carrying out construction. Consequentially therefore the Vendors have now jointly decided to sell the said entire property to any interested buyer and to utilise the sale proceeds thereof in their best interest and for the benefits of their respective family members. The Vendors No. 1, 2 and 3 have also decided to retain some Built-up portion out of the proposed Multistoreyed Building to be constructed by the Purchaser on the said Plots of land for their exclusive use and occupation with absolute ownership thereon with heritable and transferable rights; AND

WHEREAS the Vendors being thus desirous of selling the said property and the Purchaser hereinabovenamed having expressed its desire and willingness to purchase the same for a fairly good price, the Vendors after detailed negotiations have now jointly agreed to sell the same to the Purchaser for a total consideration of Rs. 31,75,00,000/- (Rupees Thirty One Crore Seventy Five Lac) Only upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

- (1) THAT the VENDORS will SELL and the PURCHASER will BUY ALL THOSE

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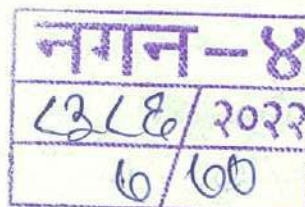
Pieces and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot Nos. 303 and 304 in Civil Station Expansion Scheme, containing by total admeasurement 20518 Sq. Ft. (OR 1906.186 Sq. Mtrs.) being a portion of the entire land bearing Kh. No. 29 of Mouza – GADGA TOGETHERWITH the existing more than 40 Years Old Building standing thereon known and styled as "Sudama Theatre" covering a Built-up area of 732.73 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 94, City Survey No. 1111 and Sheet No. 24 of Mouza – GADGA, situate on West High Court Road, Gokulpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. 31,75,00,000/- (Rupees Thirty One Crore Seventy Five Lac) Only, which the Purchaser has specifically agreed to pay to the Vendors in the following manner :-

MANNER OF PAYMENT

Payment to be made by the Purchaser to the Vendor No. 1 namely Shri. Navneet Singh

Rs. 25,00,000.00	(Rupees Twenty Five Lac) Only paid by the Purchaser to the Vendor No. 1 by Cheque No. 655320 Dated 30-5-2022 Drawn on Punjab National Bank, Kingsway Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendor No. 1.
Rs. 1,79,25,000.00	(Rupees One Crore Seventy Nine Lac Twenty Five Thousand) Only paid by the Purchaser to the Vendor No. 1 by Cheque No. 441151 Dated 8-9-2022 Drawn on Axis Bank Limited, Dhantoli Branch, Nagpur at the time of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Vendor No. 1.
Rs. 2,04,25,000.00	(Rupees Two Crore Four Lac Twenty Five Thousand) Only agreed to be paid by the Purchaser to the Vendor No. 1 within 3 Months from the date of Registration of this Agreement or on obtaining sanction to the Building Plans from the sanctioning authority, whichever is earlier.
Rs. 1,44,23,367.00	(Rupees One Crore Forty Four Lac Twenty Three Thousand Three Hundred Sixty Seven) Only agreed to be paid by the



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Purchaser to the Vendor No. 1 at the time of Registration of the Sale Deed.

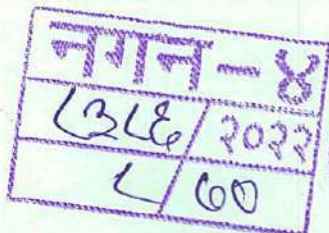
Payment to be made by the Purchaser to the Vendor No. 2 namely Shri. Vineet Singh

- Rs. 25,00,000.00 (Rupees Twenty Five Lac) Only paid by the Purchaser to the Vendor No. 2 by Cheque No. 005937 Dated 30-5-2022 Drawn on Gandhibag Sahakari Bank Limited, Mahal Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendor No. 2.
- Rs. 1,79,25,000.00 (Rupees One Crore Seventy Nine Lac Twenty Five Thousand) Only paid by the Purchaser to the Vendor No. 2 by Cheque No. 441152 Dated 8-9-2022 Drawn on Axis Bank Limited, Dhantoli Branch, Nagpur at the time of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Vendor No. 2.
- Rs. 2,04,25,000.00 (Rupees Two Crore Four Lac Twenty Five Thousand) Only agreed to be paid by the Purchaser to the Vendor No. 2 within 3 Months from the date of Registration of this Agreement or on obtaining sanction to the Building Plans from the sanctioning authority, whichever is earlier.
- Rs. 1,44,23,367.00 (Rupees One Crore Forty Four Lac Twenty Three Thousand Three Hundred Sixty Seven) Only agreed to be paid by the Purchaser to the Vendor No. 2 at the time of Registration of the Sale Deed.

Payment to be made by the Purchaser to the Vendor No. 3 namely Shri. Praneet Singh

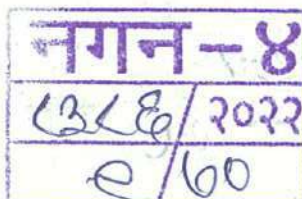
- Rs. 30,00,000.00 (Rupees Thirty Lac) Only paid by the Purchaser to the Vendor No. 3 namely by Cheque No. 655319 Dated 30-5-2022 Drawn on Punjab National Bank, Kingsway Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendor No. 3.
- Rs. 2,15,10,000.00 (Rupees Two Crore Fifteen Lac Ten Thousand) Only paid by the Purchaser to the Vendor No. 3 by Cheque No. 441153 Dated 8-9-2022 Drawn on Axis Bank Limited, Dhantoli Branch,

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Nagpur at the time of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Vendor No. 3.

- Rs. 2,45,10,000.00 (Rupees Two Crore Forty Five Lac Ten Thousand) Only agreed to be paid by the Purchaser to the Vendor No. 3 within 3 Months from the date of Registration of this Agreement or on obtaining sanction to the Building Plans from the sanctioning authority, whichever is earlier.
- Rs. 1,73,08,042.00 (Rupees One Crore Seventy Three Lac Eight Thousand Forty Two) Only agreed to be paid by the Purchaser to the Vendor No. 3 at the time of Registration of the Sale Deed.
- Rs. 7,24,00,000.00 (Rupees Seven Crore Twenty Four Lac) Only agreed to be adjusted against the cost of 2 separate Commercial Premises, one on the Upper Ground Floor covering a P-Line Built-up area of about 2800 Sq. Ft. and the other on the First Floor covering a P-Line Built-up area of about 3605 Sq. Ft. of a Multistoreyed Building proposed to be constructed by the Purchaser on the said Plots of land alongwith the Undivided Proportionate shares and interest as may be allotted to the said Commercial Premises which will be granted, allotted and to be delivered by the Purchaser to the Vendors No. 1, 2 and 3 in ready, vacant and peaceful condition with absolute and full ownership thereon with heritable and transferable rights therein absolutely free of cost (as the cost of the said Commercial Premises is being adjusted against the proportionate sale consideration to be paid by the Purchaser to the Vendors No. 1, 2, and 3). The proposed plan of the said Commercial premises chosen to be owned and retained by the Vendors No. 1, 2 and 3 is attached to this Deed, which forms a part and parcel of this agreement. The proposed Building shall be constructed by the Purchaser within 36 Months from the date of execution of the Sale Deed or handing over the actual physical possession of the aforesaid Plots of land in open and vacant condition by the Vendors to the Purchaser, whichever is earlier. The cost of Stamp Duty and Registration Fees payable on the Sale Deeds/Deeds of Apartment of the said 2 Commercial Premises to be executed by the Purchaser in favour of the Vendors No. 1, 2 and 3 shall be exclusively borne and paid by the Vendors No. 1, 2 and 3 alone. In the like manner the Goods and Services Tax, if any, applicable on the



said 2 Commercial Premises chosen to be owned by the Vendors No. 1, 2 and 3 shall be borne and paid by the Vendors No. 1, 2 and 3 and shall always Indemnify the Purchaser against such payments.

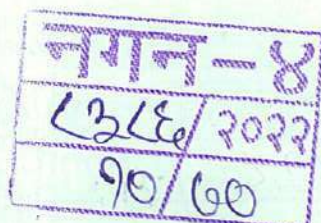
Payment to be made by the Purchaser to the Vendor No. 4 namely Shri. Rajeev Beohar

- Rs. 10,00,000.00 (Rupees Ten Lac) Only paid by the Purchaser to the Vendor No. 4 by Cheque No. 655321 Dated 30-5-2022 Drawn on Punjab National Bank, Kingsway Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendor No. 4.
- Rs. 10,00,000.00 (Rupees Ten Lac) Only paid by the Purchaser to the Vendor No. 4 namely by Cheque No. 338554 Drawn on Axis Bank, Chandrapur, the receipt whereof is hereby acknowledged by the Vendor No. 4.
- Rs. 61,70,000.00 (Rupees Sixty One Lac Seventy Thousand) Only paid by the Purchaser to the Vendor No. 4 by Cheque No. 441154 Dated 8-9-2022 Drawn on Axis Bank Limited, Dhantoli Branch, Nagpur, at the time of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Vendor No. 4.
- Rs. 81,70,000.00 (Rupees Eighty One Lac Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendor No. 4 within 3 Months from the date of Registration of this Agreement.
- Rs. 1,77,72,612.00 (Rupees One Crore Seventy Seven Lac Seventy Two Thousand Six Hundred Twelve) Only agreed to be paid by the Purchaser to the Vendor No. 4 at the time of Registration of the Sale Deed.

Payment to be made by the Purchaser to the Vendor No. 5 namely Shri. Mukesh Beohar

- Rs. 10,00,000.00 (Rupees Ten Lac) Only paid by the Purchaser to the Vendor No. 5 by Cheque No. 655322 Dated 30-5-2022 Drawn on Punjab National Bank, Kingsway Branch, Nagpur, the receipt whereof is hereby acknowledged by the Vendor No. 5.
- Rs. 71,70,000.00 (Rupees Seventy One Lac Seventy Thousand) Only paid by

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the Purchaser to the Vendor No. 5 namely by Cheque No. 441155 Dated 8-9-2022 Drawn on Axis Bank Limited, Dhantoli Branch, Nagpur, at the time of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Vendor No. 5.

Rs. 81,70,000.00 (Rupees Eighty One Lac Seventy Thousand) Only agreed to be paid by the Purchaser to the Vendor No. 5 within 3 Months from the date of Registration of this Agreement.

Rs. 1,77,72,612.00 (Rupees One Crore Seventy Seven Lac Seventy Two Thousand Six Hundred Twelve) Only agreed to be paid by the Purchaser to the Vendor No. 5 at the time of Registration of the Sale Deed.

Rs. 31,75,00,000.00 (TOTAL RUPEES THIRTY ONE CRORE SEVENTY FIVE LAC ONLY).

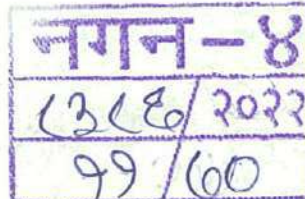
The Ownership of the Vendors in the aforesaid property is in the following ratio :-

Vendor No. 1	Shri. Navneet Singh	25%
Vendor No. 2	Shri. Vineet Singh	25%
Vendor No. 3	Shri. Praneet Singh	30%
Vendor No. 4	Shri. Rajeev Beohar	10%
Vendor No. 5	Shri. Mukesh Beohar	10%
		<u>100%</u>

(3) THAT the Vendors assure the Purchaser that the property hereby agreed to be sold is their separate property belonging to them alone and that none except them has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same. The Purchaser hereby declares that it has satisfied itself about title of the Vendors to the aforesaid property as good, valid and marketable.

(4) THAT the sale will be free from encumbrances of all kinds whatsoever and also free from payment of Ground Rent/Non-Agricultural Assessment, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendors upto the date of Registration of the Sale Deed.

(5) THAT the Vendors shall answer all the reasonable requisitions on the title to be made by the Purchaser and shall establish good, valid and marketable title to the property hereby agreed to be sold.



(6) THAT the Vendors have provided the Photocopies of all the relevant documents including the Sanctioned Plan of the existing Building to the Purchaser on which the area of the Plots is mentioned as 20518 Sq. Ft. There is a clear understanding between the parties hereto that the Purchaser will submit the Plan of the proposed Building for sanction in the names of the Vendors as per the documents provided by them. If the sanctioning authority grants the permission to use and consume the complete F.S.I. available to the said Plots of land as per the present norms, then in such event the Vendors shall be fully entitled to receive the aforesaid balance sale consideration from the Purchaser without any objection. However if the Purchaser is deprived of the expected FSI as per the present norms of the Building rules, then in such event the Purchaser shall be fully entitled to reduce the agreed sale consideration in proportion to the FSI which is not available to it or which is denied by the sanctioning authority while granting the sanction to the Building Plans. The sale consideration, if so reduced, shall be deducted in proportion to the Ownership of the Vendors in the aforesaid property as mentioned above. The Purchaser is given clear understanding that the Nagpur Improvement Trust/Nagpur Municipal Corporation has widened the width of the Road situated on the Western Side of the said Plots by constructing a footpath of 3 Meters. However, no compensation for such acquired land is granted by the said authority to the Vendors. If such compensation is granted by the said authority at any time in future, the same will be receivable by the Vendors alone and the Purchaser shall not have any claim in or upon the said amount of compensation.

(7) THAT the Purchaser is aware that presently a theater by name "Sudama Theater" is constructed on the said plot of land. The same is operational. It is being run and managed by the Vendors. The construction of the said building is more than 40 years old. The Vendors will demolish the existing structure at their own costs and expenses and shall deliver the possession of the said Plots of land to the Purchaser in Open and vacant condition.

(8) THAT the sale will be completed within 6 (Six) Months from the date hereof by the Vendors executing a proper Sale Deed relating to the aforesaid property hereby agreed to be sold in favour of the Purchaser or its nominee(s) and the Purchaser paying the balance sale price to the Vendors in the manner stipulated hereinabove.

(9) THAT the Vendors have agreed to sign and co-operate the Purchaser for obtaining all the permissions and sanctions required for the construction of the proposed Building. It is hereby clarified that the cost, expenses, resources and so on, required for obtaining sanctions and permissions shall be borne by the Purchaser only.

(10) THAT as per the understanding between both the parties Radhe Sandesh Infra LLP will be involved in this project.

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