

274/5616

पावती

Original/Duplicate

Tuesday, October 04, 2022

नोंदणी क्र.: 39म

4:03 PM

Regn.: 39M

पावती क्र.: 8083 दिनांक: 04/10/2022

गावाचे नाव: विहीरगांव

दस्तऐवजाचा अनुक्रमांक: नगन(ग्रा)-5616-2022

दस्तऐवजाचा प्रकार: विक्री करारनामा

मादर करणान्याचे नाव: ओम शिव इन्फ्रास्ट्रक्चर तर्फे भागीदार श्री वीरेंद्र सदाशिवराव निखार

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 720.00

पृष्ठांची संख्या: 36

एकूण:

रु. 30720.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:17 PM ह्या वेळेस मिळेल.

NGR10

बाजार मूल्य: रु. 37650000/-

मोबदला रु. 37700000/-

भरलेले मुद्रांक शुल्क: रु. 2262000/-

1) देयकाचा प्रकार: DHC रकम: रु. 720/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0410202206514 दिनांक: 04/10/2022

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008786788202223E दिनांक: 04/10/2022

वँकेचे नाव व पत्ता:

Asit

CHALLAN
MTR Form Number-6



GRN	MH008786788202223E	BARCODE			Date	04/10/2022-13:34:14	Form ID	25.2
Department			Inspector General Of Registration					
Type of Payment			Stamp Duty Registration Fee					
Office Name			NGR_NAGPUR NO10 RURAL SUB REGISTRAR					
Location			NAGPUR					
Year			2022-2023 One Time					
Account Head Details			Amount In Rs.		Premises/Building			
0030046401 Stamp Duty			2262000.00		Road/Street			
0030063301 Registration Fee			30000.00		Area/Locality			
					Town/City/District			
					PIN			
					4 4 1 2 0 4			
					Remarks (If Any)			
					PAN2=BGVPS6889P~SecondPartyName=LAXMAN BHIKAJI SHINDE			
					AND OTHERS~			
					Amount In			
					Twenty Two Lakh Ninety Two Thousand Rupees Only			
Total			22,92,000.00		Words			
Payment Details			PUNJAB NATIONAL BANK					
Cheque-DD Details			Bank CIN		Ref. No.		03006172022100400493 5096028479	
Cheque/DD No.			Bank Date		RBI Date		04/10/2022-13:34:58 Not Verified with RBI	
Name of Bank			Bank-Branch		PUNJAB NATIONAL BANK			
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.
रातदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Mobile No. : 9359961074

नगन-ग्रा-१०
५६९६/२०२२
१/३६



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0410202206514	Date 04/10/2022
Received from OM SHIV INFRASTRUCTURE, Mobile number 9359961074, an amount of Rs.720/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nagpur-10 (Rural) of the District Nagpur.	
Payment Details	
Bank Name SBIN	Date 04/10/2022
Bank CIN 10004152022100405988	REF No. 227778830904
This is computer generated receipt, hence no signature is required.	

नगप-ग्रा-१०
४६९६/२०२२
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AGREEMENT TO SALE

Market Value of Rs.3,76,50,000/-

Valued at Rs.3,77,00,000/-

Stamp Duty of Rs.22,62,000/- & Registration Charges of Rs.30,000/-

Paid herewith

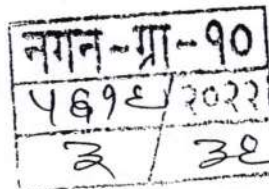
MOUZA-VIHIRGAON,

Item No.25.2.2, Rate Rs.5,000/- Per Sq. Mtr.

This **AGREEMENT** is made and executed at Nagpur on this 4th day of October 2022.

EXECUTED BY

- (1) **SHRI HARI @ HARIBHAU S/O BHIKAJI SHINDE**, aged about 62 years, Occupation – Agriculturist, [AADHAR:- 2169-4704-2851], Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204,
- (2) **SHRI. GAJANAN S/O BHIKAJI SHINDE**, aged about 60 years, Occupation – Agriculturist, [AADHAR:- 8261-3833-2736], Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204,
- (3) **SHRI. SHESHRAO S/O BHIKAJI SHINDE**, aged about 67 years, Occupation – Agriculturist, [AADHAR:- 9733-3994-5623], Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204,
- (4) **SHRI. LAXMAN S/O BHIKAJI SHINDE**, aged about 57 years, Occupation – Agriculturist, [PAN:- BGVPS 6889 P, AADHAR:- 5179-2585-5121], R/o - Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204,
- (5) **SHRI. RAM S/O BHIKAJI SHINDE**, aged about 51 years, Occupation – Agriculturist, [AADHAR:- 8415-2996-6283], R/o - Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204,
- (6) **SMT. JYOTI WD/O BHARAT SHINDE**, aged about 43 years, Occupation – Agriculturist, [AADHAR:- 9589-7006-7649], R/o - Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204,



- (7) **SHRI. ATHARVA S/O BHARAT SHINDE**, aged about 18 years, Occupation – Agriculturist, [AADHAR:- 4040-7592-7332],
- (8) **SMT. KUSUM W/O KAWDUJI GAWANDE**, aged about 65 years, Occupation – Agriculturist, [AADHAR:- 4492-3033-0198], Near Hanuman Mandir, Vihirgaon, Umred Road, Nagpur-441204, hereinafter referred to and called as the "**PARTY NO.1/VENDORS**", which expression shall unless repugnant to the context or meaning thereof always mean and include the said Party No.1/Vendors as well as their heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**:

IN FAVOUR OF

OM SHIV INFRASTRUCTURE, [PAN :- AAHFO 6676 R], Partnership Firm having its registered Office at Gauri Complex, Shriram Nagar, Uday Nagar Square, Chikhali Layout, Ring Road, Nagpur-440024 through its Authorized Partners :-

- (1) **SHRI. VIRENDRA SADASHIVRAO NIKHAR** aged about 55 years, Occupation - Business, [PAN:- ACHPN 5238 L & AADHAR:- 8585-7830-7739,], R/o-Manish Nagar, Nagpur-440015,
- (2) **SHRI. ARVIND S/O PARWATLAL PANDE**, aged about 39 years, Occupation - Business, [PAN:- AMZPP 8898 E & AADHAR:- 8094-63111-1932], R/o – Friends Colony, Nagpur-440013,
- (3) **SHRI. PANKAJ, S/O MADHUKARRAO GAIKWAD**, aged about 40 years, Occupation – Business, [PAN:- ATKPG 7128 A & AADHAR:- 8964-4027-1179], R/o – Ishwar Nagar, Nagpur-440009,
- (4) **SHRI. ASHISH S/O BABURAO SELOKAR**, aged about 39 years, Occupation – Business, [PAN:- BIRPS 1346 H, AADHAR:- 5103-2873-6971], R/o – Plot No.53, Shrikrishna Nagar, Wathoda Layout, , Nagpur-440009, hereinafter called as the "**PARTY NO. 2/PURCHASER**", which expression shall unless repugnant to the context or meaning thereof always mean and includes the said Party No.2/Developer as well as its/their heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**:

WHEREAS, the Party No.1/Vendors are joint absolute owners and possessor of all that piece and parcel of land bearing KH./Survey No.53/1/1 admeasuring 1.47 H. R. of Mouza-VIHIRGAON, more specifically described in the Schedule of the Property hereunder written and his name have been duly mutated in the record of right.

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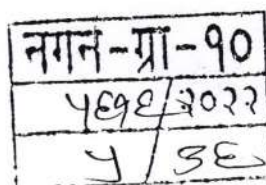
WHEREAS, thereafter Shri. Bhikaji Keshavrao Shinde has left for heavenly abode and his son namely Shri. Bharat Bhikaji Shine was also died and after their deaths, the said property/land devolved upon their legal heirs namely (1) Shri Hari Bhikaji Shinde, (2) Shri. Gajanan Bhikaji Shinde, (3) Shri. Sheshrao Bhikaji Shinde, (4) Shri. Laxman Bhikaji Shinde, (5) Shri. Ram Bhikaji Shinde, (6) Smt. Jyoti Bharat Shinde, (7) Shri. Atharva Bharat Shinde, (8) Smt. Kusum Kawduji Gawande and (9) Smt. Kamlabai Bhikaji Shinde and their names have been duly mutated in the record of rights.

WHEREAS, it is submitted that thereafter, land owners have sold land admeasuring 0.98 H.R. from and out of 2.45 H.R. of land of Khasra No. 53/1/1 to M/s Ashmi Road Carriers Pvt. Ltd., by virtue of Sale Deed dated 08.10.2020 and the same is duly registered with the Sub-Registrar office Nagpur Gramin-7 in Book No.1 at Sr. No.7800.

Thus after execution of aforesaid Sale Deed, land Owners/Vendors namely (1) Shri Hari Bhikaji Shinde, (2) Shri. Gajanan Bhikaji Shinde, (3) Shri. Sheshrao Bhikaji Shinde, (4) Shri. Laxman Bhikaji Shinde, (5) Shri. Ram Bhikaji Shinde, (6) Smt. Jyoti Bharat Shinde, (7) Shri. Atharva Bharat Shinde, (8) Smt. Kusum Kawduji Gawande and (9) Smt. Kamlabai Bhikaji Shinde have left remained land admeasuring 1.47 HR which is part of Kh.No.53/1/1.

WHEREAS, during the time, Smt. Kamlabai Bhikaji Shinde has left for heavenly abode on 01.05.2021 and after her death her share from the said property has been devolved upon her legal heirs namely (1) Shri. Hari @ Haribhau Bhikaji Shinde, (2) Shri. Gajanan Bhikaji Shinde, (3) Shri. Sheshrao Bhikaji Shinde, (4) Shri. Laxman Bhikaji Shinde, (5) Shri. Ram Bhikaji Shinde, (6) Smt. Jyoti Bharat Shinde, (7) Shri. Atharva Bharat Shinde, & (8) Smt. Kusum Kawduji Gawande i.e. present Party No. 1/Owners, and they became the joint and absolute owners of the said property i.e. land admeasuring 1.47 H.R of Khasra No. 53/1/1, and accordingly name of late Smt. Kamlabai Bhikaji Shinde has been deleted from the record of rights and names of aforesaid owners have been continued as the joint owners of the said property.

AND WHEREAS, now the Vendors/Sellers have decided to sale the said Khasra/Survey No.53/1/1 admeasuring 0.98 H.R. from out of land admeasuring 1.47 H.R. and the Purchaser/firm being in need of the said property for development and for preparation of layout and accordingly, approached to the Vendors/Sellers and after due negotiation, the Vendors/Sellers agreed to sale and the Purchaser/firm agreed to purchase the said Khasra land admeasuring 0.98 H.R. for total agreed sale consideration of



Rs.3,77,00,000/- (Rupees Three Crore Seventy Seven Lac Only). Now this agreement is executed on the terms and conditions appearing herein below.

MODE OF PAYMENT

Rs.50,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.002451 on dated 17.11.2021 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.002456 on dated 15.12.2021 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.10,00,000=00	Paid by the Purchaser to the Vendor No.1 by way of Cheque No.002459 on dated 04.01.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.11,00,000=00	Paid by the Purchaser to the Vendor No.5 by way of Cheque No.002468 on dated 04.01.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.6,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.002468 on dated 04.01.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.5,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.002468 on dated 04.01.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.34,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.002468 on dated 04.01.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.

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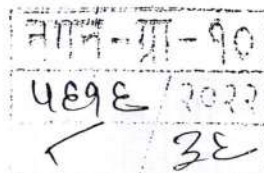
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.003051 on dated 10.10.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.3 by way of Cheque No.003052 on dated 10.10.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.5,00,000=00	Paid by the Purchaser to the Vendor No.1 by way of Cheque No.003053 on dated 12.11.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.5,00,000=00	Paid by the Purchaser to the Vendor No.2 by way of Cheque No.003054 on dated 12.11.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.5,00,000=00	Paid by the Purchaser to the Vendor No.6 by way of Cheque No.003055 on dated 12.11.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.10,00,000=00	Paid by the Purchaser to the Vendor No.8 by way of Cheque No.003056 on dated 18.11.2022 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.5 by way of Cheque No.005357 on dated 07.01.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.7 by way of Cheque No.005358 on dated 12.01.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the

नाम-ग्रा-१०
५९९/२०२२
६/३६

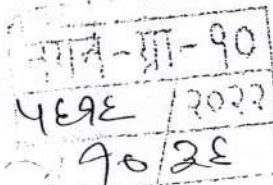


	Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.7 by way of Cheque No.003059 on dated 18.01.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.4 by way of Cheque No.005360 on dated 07.03.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.5 by way of Cheque No.003061 on dated 15.03.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.7 by way of Cheque No.003062 on dated 28.03.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.5 by way of Cheque No.003064 on dated 15.04.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.20,00,000=00	Paid by the Purchaser to the Vendor No.5 by way of Cheque No.003063 on dated 20.04.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.16,00,000=00	Paid by the Purchaser to the Vendor No.5 by way of Cheque No.003065 on dated 28.04.2023 drawn on the Central Bank of India, Besa Branch, Nagpur and the receipts whereof is acknowledged by the Vendors/Sellers.
Rs.3,77,00,000=00	TOTAL SALE CONSIDERATION (Rupees Three Crore Seventy Seven Lacs Only)

THAT, the Purchaser/s has/have paid an amount of Rs.1,36,00,000/- (Rupees One Crores Thirty Six Lacs only) to the Vendors as



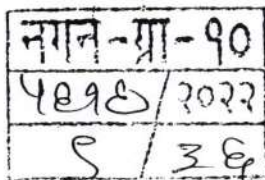
- g) That the property is free from payment that is related to taxes, ground rent, Patwari tax etc. up to the date of execution of the present deed in favour of the Purchaser/firm.
- h) That the Vendors/Sellers are hereby handed over actual vacant and peaceful possession of the property described in the Schedule hereunder written with all attachments and all easementary rights, etc to the Purchaser/s at the time of execution of present Agreement to Sale. That the Vendors/Sellers will provide all necessary documents like Mutated current 7/12 extract, latest mutated Grampanchayat tax receipt, Zone Certificate from the NMRDA, K-Prat, etc. in respect of the said property which are very much necessary for execution of Sale Deed & Development Agreement. After execution of the present Deed, the Purchaser/firm became sole/joint and absolute owners and possessor of the said property and the Purchaser/firm have got and enjoy all rights in respect of the said property without any objection from the Vendors/Sellers and/or his/their legal heirs, agents, successors etc and the Purchaser have a right to float scheme by preparing layout in the said land and also authorized to do all connected activities like conversion of NA, sanctioning process of layout etc.
- i) That the description of the said property as appearing in the Schedule of Property is believed and shall be taken to be correctly described and if any mis-statement, error or omission shall be discovered, the 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.
- j) That the Vendors/Sellers hereby declare that they have paid all the dues like NMC/NMRDA/Grampanchayat tax, Patwari Tax, Non-agricultural tax, ground rent, maintenance charges and all outgoings etc. and agreed to pay all dues up to the date of execution of Sale Deed of the subject property in favour of the Purchaser/firm, if any type of arrears of dues will be found on the said property after execution of Sale Deed then the Vendors/Sellers are responsible for the same and he will pay all arrears from their own pocket.
- k) That it is specifically agreed by the Vendors that they will support and co-operate for execution of Sale Deed as well as support any application made by the Purchaser/firm for the mutation of firm's name and will render all assistances in obtaining the mutation thereof in favour of the Purchaser/firm in all relevant records like Talathi Office, NMRDA/Nagpur Municipal Corporation, etc. and the cost of which shall be born and paid by the Purchaser/firm.



mentioned above, the receipt of which the Vendors hereby acknowledged and the Vendors do hereby grant, sale, convey and transfer said property which is more particularly described in the Schedule of Property appearing hereunder to hold the same to and unto the Purchaser/s as an absolute owner/s and free from all encumbrances.

1. THAT THE VENDORS/SELLERS AND PURCHASER DO HEREBY COVENANT WITH EACH OTHERS AS UNDER:-

- a) That the Vendors/Sellers Shall transfer and convey the said property, more particularly described in Schedule of Property for total agreed valuable consideration of **Rs.3,77,00,000/- (Rupees Three Crore Seventy Seven Lacs Only)**.
- b) That the Purchaser/s has/have chosen to own and possess the said property/land, more particularly described in Schedule of Property from the Vendors.
- c) That the Vendors/Sellers have clear and marketable title in respect of the said property. That, subject property to this deed is free from all encumbrances, charges, gift, line, mortgage, sale, Govt. Reservations etc.
- d) That it is agreed between the parties that they will incorporate such terms, conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which would be deemed essential to guide or regulate the easement rights.
- e) That, the Vendors/Sellers have acquired the said property after death of Shri. Bhikaji Keshavrao Shinde i.e. the said property is ancestral property. That the Vendors/Sellers or as well as their legal heirs shall not interfere, claim title or interest over the said property in future after registration of this deed as well as after execution/registration of sale Deed and in good mental and physical condition, the Vendors/Sellers are going to execute present agreement to sale in favour of the Purchaser/Firm.
- f) That the said property subject to this deed shall be quietly entered in to and thereafter shall be held and enjoyed and the rents and profits received there from by the Purchaser/s without any interruption or disturbance by the Vendors/Sellers or any person/s claiming through/under or interest for him/them and without any lawful disturbance or interruption by any other person whatsoever.



compensation be allowed in respect thereof but the same such misstatement, error or omission will always be subject to correction by the Parties hereto.

- s) That if the said property comes under any acquisition or litigation from any authority or person Owners will refund the entire amount/consideration along with interest and damages to the Purchaser, else without prejudice, the Purchasers shall have every right to act against the Owners as per law in force.
- t) THAT, The Vendors are executing registered General irrevocable Power of Attorney on the same day in favour of the Purchaser to do all acts, deed and things in respect of the development of the said entire subject property and to sell the various plots therein to the prospective Purchasers and to receive consideration, execute Agreement to Sell, Sale Deed, Conveyance Deed, etc. and for execution and registration of all necessary documents in respect of the said proposed project.
- u) That all expenses for documentation shall be borne by the Purchaser/firm like stamp duty, registration fee, advocate fee etc. at the time of execution of final sale deed as well as at the time of execution of present agreement.
- v) That, the present Agreement to Sale is subject to Jurisdiction of Nagpur City.

SCHEDULE OF PROPERTY

(Description of Property hereby Agreed to be Sold)

ALL THAT piece and parcel of Agricultural land bearing **Khasra No. 53/1/1** admeasuring length North -South 240.50 + 231.20/2 and Breadth East - West (45 + 38.10)/2, thus total admeasuring about 0.98 H.R. (OR 9,799.56 Sq. Mtrs.) out of 1.47 H.R. of **MOUZA-VIHIRGAON**, P.H. No. 36, together with all shrub, trees and all easementary rights appurtenant and belonging thereto having Revenue Rs. 7.97, having Class-1 right, Khate No. 1424892, situated within the limits of Grampanchayat - Vihirgaon, Tahsil - Nagpur Gramin & Dist. Nagpur and the same is bounded as under:-

East : Remaining Portion of Khasra No.53/1/1 owned by Shinde Family
West : Land of Survey No.53/1/1 owned by M/s Ashmi Road Carriers Pvt. Ltd On the
North : Boundary of Khasra No.55
South : National Highway

IN WITNESS WHEREOF the **VENDORS/SELLERS** and the **PURCHASER/FIRM** named above hereto set their respective hands

