

269/4186

Friday, December 04, 2020

4:54 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 5780 दिनांक: 04/12/2020

गावाचे नाव: बिछली (दे)

दस्तावेजाचा अनुक्रमांक: नगन6-4186-2020

दस्तावेजाचा प्रकार: विक्रीपत्र

सादर करणाऱ्याचे नाव: मेसर्स के.एम.सी रियल्टर्स सर्वे भागिदार असतात मोहम्मद. -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2080.00

पृष्ठांची संख्या: 104

DELIVERED

एकूण:

रु. 32080.00

आपणास मूळ दस्त, पंढरेल प्रिंट, सूची-२ अंदाजे
5:09 PM ह्या वेळेस मिळेल.


सह दुय्यम निबंधक, वेग-२
नागपूर शहर क. ६.

बाजार मूल्य: रु. 14231000/-

मोबदला रु. 14500000/-

भरलेले मुद्रांक शुल्क : रु. 435000/-

1) देयकाचा प्रकार: DHC रकम: रु. 80/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0412202005204 दिनांक: 04/12/2020

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0412202005088 दिनांक: 04/12/2020

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007813830202021E दिनांक: 04/12/2020

बँकेचे नाव व पत्ता:





CHALLAN
MTR Form Number-6



GRN	MH007813830202021E	BARCODE	Date		03/12/2020-18:49:29	Form ID	25.1
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
Office Name	NGP6_JT NAGPUR NO 6 SUB REGISTRAR	PAN No.(If Applicable)	AAWFK0450C				
Location	NAGPUR	Full Name	K M C REALTORS				
Year	2020-2021 One Time	Flat/Block No.	MZ CHIKHALI DEO				
Account Head Details	Amount In Rs.	Premises/Building					
0030046401 Stamp Duty	435000.00	Road/Street	NAGPUR				
0030063301 Registration Fee	30000.00	Area/Locality	NAGPUR				
		Town/City/District					
		PIN	4 4 0 0 0				
		Remarks (If Any)	PAN2=AAAFH4956H-SecondPartyName=ISHWAR NATTHUJI ROK AND OTHERS AND HINDUSTI BUILDERS-CA=14500000-Marketval=14500000				
		Amount In Words	Four Lakh Sbdy Five Thousand Rupees Only				
Total	4,65,000.00						
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN	Ref. No.	00040572020120336465		CK05876443		
Cheque/DD No.	Bank Date	RBI Date	03/12/2020-18:24:50		Not Verified with RE		
Name of Bank	Bank-Branch		STATE BANK OF INDIA				
Name of Branch	Scroll No. , Date		Not Verified with Scroll				

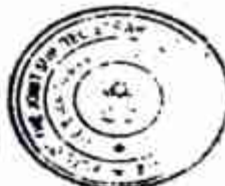
Department ID :

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

Mobile No. : 93731031

सदर चालन केवल दुरयान निबंधक कार्यालय नोंदणी कचवराच्या दफ्तरासाठी लागू आहे. नोंदणी न कचवराच्या दफ्तरासाठी सदर चालन लागू नाही.

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SALE DEED

VALUED AT RS. 1,45,00,000/-

(RS. ONE CRORE FORTY FIVE LAKHS ONLY)

M.R. Rs. 1,42,31,000/-

Item No. 36.482/12, Page No. 869, @ Rs. 10,000/- Sq Mtrs

THIS DEED OF SALE is executed at Nagpur on this 4 day of
DECEMBER 2020 BY AND BETWEEN :

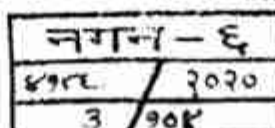
01. **SHRI. ISHWAR S/O LATE SHRI NATTHUJI ROKADE**, aged about 57 years, Occupation : Business, Resident of Mayur Sabhagruha, Plot No. 97, Gansh Bhawan, Ganesh Nagar, Nagpur-440009 {PAN: AFCPR5106B}
02. **SHRI. NITIN S/O JAGANNATH ROKADE**, aged about 52 years, Occupation : Business,
03. **SHRI. PRASHNAT S/O JAGANNATH ROKADE**, aged about 47 years, Occupation : Business, {PAN: AGMPR6460H}{UID: 4412 8143 3420}

Both 02 and 03 Resident of New Mangalwari, Mehdiabag Road, Nagpur -440002

All 01 to 03 Acting through Power of Attorney **M/S HINDUSTAN BUILDERS** through Authorised Partner **SHRI SUNIL S/O YASHWANTRAO PATIL**, aged about 61 years, Occupation: Business, {PAN: AAPPP4701N}{UID: 8077 1741 2296} Resident of 65, Shivam Palace, Swalambi Nagar, Ring Road, Nagpur hereinafter called "**THE VENDORS**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDORS as well as their heirs, legal representatives, Successors, executors administrators and assigns of THE FIRST PART, AND;

04. **M/S K.M.C REALTOR** {PAN : AAWFK0450C} a partnership firm having its office at Marwadi Chowk, Itwari, Nagpur - 440002, Acting through its Partner **ALTAF MOHAMAMD**, aged about 49 years, Occupation: Business, here-in-after called "**THE PURCHASER**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER as well as its partners, their heirs, legal representatives, Successors, executors administrators and assigns of THE SECOND PART, AND;

05. **M/S HINDUSTAN BUILDERS** {PAN : AAAPH4959H} a partnership firm having its office at H.B Towers 181 North Bazar Road, Dharampeth Extension, Nagpur, acting through its **SHRI SUNIL S/O YASHWANTRAO PATIL**, aged about 61 years, Occupation: Business, {PAN: AAPPP4701N} {UID : 8077 1741 2296} Resident of 65, Shivam Palace, Swalambi Nagar, Ring Road, Nagpur, here-in-after called "**THE CONSENTOR**" which expression shall unless repugnant to the context or meaning thereof always mean and include the said CONSENTOR as well as its partners, their heirs, legal representatives, Successors, executors administrators and assigns of THE THIRD PART, AND;



WHEREAS, ALL THAT Agricultural land bearing Kh. Nos. 2/1 and 3/1 of Mouza : Chikhalli (Deosthan) having an area of 20.18 Acres and 30.20 Acres respectively, Rental Rs. 75.00, situated at Chikhalli (Deosthan) in Tahsil and District - NAGPUR, originally belonged to Shri. Namdeo S/o Raghobaji Rokade, Resident of New Mangalwarli, Nagpur, being his self acquired property; AND

WHEREAS during his life time the aforesaid Shri Namdeo S/o. Raghobaji Rokade executed his last WILL and TESTAMENT on 27/07/1968 and thereby he bequeathed the aforesaid entire property to his 2 (two) sons namely Shri Nathuji and Shri Jagannath in equal proportion i.e. 50% to each of them. The said WILL dated 27/07/1968 is duly Registered in the Office of the Sub-Registrar, Nagpur-City in Book No. 3 at Sr. No. 2452 on even date; AND

WHEREAS the aforesaid Shri Namdeo S/o. Raghobaji Rokade left for heavenly abode on 11/12/1968 and consequent upon his demise his aforesaid 2 (two) sons namely Shri Nathuji and Shri Jagannath became the joint / co-owners of the aforesaid land in terms of the said WILL dated 27/07/1968 with heritable and transferable rights therein; AND

WHEREAS the aforesaid entire land comprising Kh. Nos. 2/1 and 3/1 (New No. 2-3/1 and 2-3/4) of Mouza - CHIKHALI (DEOSTHAN) is converted for Non-Agricultural use vide Order Dated 21/01/1969 passed by Sub-Divisional Officer, Nagpur in Revenue Case No. 21/A-2/67-68; AND

WHEREAS the aforesaid Shri Nathuji and Shri Jagannath Both sons of Late Shri Namdeo Rokade lateron partitioned the aforesaid property in between them vide Deed of Partition Dated 23/10/1972 and in terms of which Kh. No. 2-3/1 having an area of 8.78 Hectors (i.e. Eastern Portion of the entire land) is allotted to the exclusive share of Shri Nathuji S/o Namdeo Rokade with heritable and transferable rights therein and the remaining i.e. Western Portion of the said entire land bearing New Kh. No. 2-3/4 having an area of 9.69 Hectors is allotted the exclusive share of the said Shri Jagannath S/o Late Shri Namdeo Rokade with heritable and transferable rights therein and the said property is also accordingly mutated in their respective names in all relevant records. The said Partition Deed dated 23/10/1972 is duly registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2371 on even date; AND

WHEREAS the Urban Land (Ceiling and Regulation) Act, having come into force w.e.f. 17/02/1976, the aforesaid Nathuji and Shri Jagannath both sons of Late Shri Namdeo Rokade lateron filed their respective return/statement before the Competent authority and Dy. Collector U.L.C. Nagpur which were registered as U.L.C. Case Nos. 817/76 and 922/76 and on completion of his enquiry in respect of the said cases, the Competent Authority and Dy. Collector, (U.L.C.) Nagpur vide his Order Dated 12/05/1980 declared 76974.01 Sq.Mtrs. of land out of Kh. Nos. 2-3/1 of Mouza-CHIKHALI (DEOSTHAN) belonging to Shri Nathuji Rokade as a surplus vacant land within the meaning of the said Act. By another Order Dated 03/05/1980 passed in U.L.C. Case No. 922/76 the Competent Authority declared 87806.778 Sq.Mtrs. of land out of Kh.No. 2-3/4 belonging to Shri Jagannath Rokade as a surplus vacant land within the meaning of the said Act; AND

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WHEREAS the aforesaid Shri Nathuji Rokade and Shri Jagannath Rokade lateron jointly decided to develop their aforesaid land into a Residential Estate by carving out various Plots of different sizes therein. And accordingly by 2 separate Agreements both Dated 04/06/1981 they entrusted the entire work of Development of the said property to Shri Damodhar S/o. Jagobaji Belekar, Resident of Friends Colony, Katol Road, Nagpur upon the several terms and conditions contained therein; AND

WHEREAS by the same Agreements the aforesaid Rokade Brothers had severally allowed and permitted Shri D. J. Belekar to develop the said land into layout by carving out various Plots of different sizes therein and by constructing independent buildings thereon in accordance with the guidelines issued by the Government of Maharashtra. They further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to an Independent Plot / Independent Plot with a House constructed thereon in favour of each such Individual buyer as may be nominated by Shri D.J. Belekar; AND

WHEREAS the aforesaid Rokade Brothers lateron applied to the Government of Maharashtra for exemption of the said surplus vacant land under Section 20(1) of U.L.C. Act. 1976 for providing accommodation to the weaker section of the society. Considering their Application the Government of Maharashtra in Housing and Special Assistance Department Mantralaya, Mumbai vide its Order No. HWS-1/1085/Revised/(169)Desk-XV Dated 27/03/1986 exempted 1,83,646.00 Sq.Mtrs. of land out of the said total extent under the provisions of the said Act upon the several terms and conditions contained therein. The said Order is lateron revised by the Government of Maharashtra vide its Order Dated 05/07/1996 upon the terms and conditions contained therein; AND

WHEREAS the aforesaid Shri D. J. Belekar lateron prepared a Layout of the said Land by carving out various Plot of different sizes therein as per the guidelines issued by the Government of Maharashtra in its Exemption Order Dated 27/03/1986 and the same is duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust vide his Order Dated 04/07/1991. A separate Agreement to that effect is also executed in between the aforesaid Rokade Brothers and the Nagpur Improvement Trust on 04/07/1991 upon the several terms and conditions contained therein. The said Layout Plan is lateron revised and the same, is also duly sanctioned by the Assistant Engineer (Planning) of the Nagpur Improvement Trust on 14/06/1993 vide his Order No. PLN/16/92 dated 29/06/1993. The Building Plan of the houses then proposed to be constructed on the Plots out of the said layout, known and styled as "NAMDEO NAGAR" is also duly sanctioned by the Building Engineer of the Nagpur Improvement Trust vide his Building Permit No. 130/8/7646/PH dated 26/08/1994; AND

WHEREAS the aforesaid Rokade Brother lateron jointly submitted the aforesaid entire property to the provisions of Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 thereof, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-3 in Addl. Book No. 1, Volume No. 59 on Pages 45 to 47 at Sr. No. 3675 (P) on 02/12/1992. A Deed of

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Correction to the aforesaid Deed of Declaration is also duly registered in the Office of the Joint Sub-Registrar, Nagpur - 5 In Addl. Book No. 1, Volume No. 141 on Pages 104 to 108 at Sr. No. 650(P) on 02/08/1997; AND

WHEREAS the said Shri D. J. Belekar lateron partly developed the said scheme and constructed some tenements on the aforesaid land in accordance with the Guidelines issued by the government of Maharashtra in its Exemption Order; AND.

WHEREAS due to financial hardships the aforesaid Shri D. J. Belekar lateron surrendered the said entire scheme in incomplete stage to the aforesaid Rokade Brothers; AND

WHEREAS the aforesaid Rokade Brothers lateron approached M/s. Hindusthan Builders and requested it to undertake the said incomplete scheme for its Development and Sale in accordance with the Guidelines issued by the Government of Maharashtra; AND

WHEREAS the aforesaid Rokade Brothers accordingly cancelled the Agreements executed by them with Shri D. J. Belekar and handed over the entire scheme to M/s. Hindusthan Builders under Agreement Dated 27/09/2001 upon the several terms and conditions contained therein; AND

WHEREAS by a Memorandum of Understanding Dated 02/01/2002 executed in between Shri D. J. Belekar, Rokade Brothers and M/s Hindusthan Builders, the said Shri D. J. Belekar has completely withdrawn himself from the said Scheme and the Agreements Dated 04/06/1981, 05/01/1987 and 31/08/1992. In the like manner General Power of Attorney Dated 04/06/1981 executed by Rokade Brothers in favours of Shri D.J. Belekar has been terminated, revoked and cancelled absolutely forever w.e.f. 11/09/2000; AND

WHEREAS by the aforesaid Agreement Dated 27/09/2001 the aforesaid Rokade Brothers have jointly entrusted the entire work of development of the said scheme to M/s. Hindusthan Builders upon the several terms and conditions contained therein. By the same Agreement the said Rokade Brothers have further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to an Independent Plot / the Undivided Proportionate share and interest in the said Piece of land in favour of each such individual prospective buyer as may be nominated by M/s. Hindusthan Builders; AND

WHEREAS Addl. Collector & Competent Authority has given their consent (No Objection) to transfer the said scheme to M/s. Hindusthan Builders vide Letter No. ATP/ULC/NOC/1277/2002 dated 31/05/2002; AND

WHEREAS in pursuance of the said Agreement the said M/s. Hindusthan Builders accordingly prepared a Plan of the said scheme to be known and styled as "HB NAGAR" and the same is duly sanctioned by the Competent Authority, Urban Land Ceiling Dept. Nagpur vide his Order No. ATP/ULC/Housing Scheme/4/2195/2003 dated 16/01/2003; AND

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WHEREAS In Pursuance of the said Agreement Dated 27/09/2001 the said Shri Nathuji S/o Namdeo Rokade and Shri Jagannath S/o Namdeo Rokade both had executed a Registered General Power Of Attorney relating to said property in favour of M/s. Hindusthan Builders on 12/03/2003 and thereby they had appointed it as his Attorney to do and execute various acts. Deeds and things on their behalf The Said General Power of Attorney dated 12/03/2003 is duly Registered in the office of the Sub-Registrar Office Sr.No.6, Mahal, Nagpur) in Book No. 1 at Sr.No.586 on even date. on payment of requisite Stamp Duty of Rs. 5,34,590/- and full Registration fees of Rs. 20,000/- payable thereon; AND

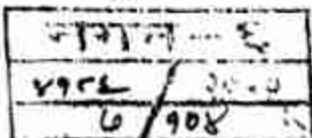
WHEREAS M/s. Hindusthan Builders has prepared fresh layout plan and submitted it to Competent Authority which has been approved vide Office Letter No. NIT/NMC.PL.CELL/LAYOUT/1502 dated 11/02/2004 having Permit No. NMC/TP(W)/685 dated 27/02/2004; AND

WHEREAS the said lay-out has been revised by the Vendors and the same has been approved by the Competent Authority on the dated 31/07/2006 vide Office Letter No. NMC/TPD/1363. The Final lay-out has been approved by the Competent Authority vide Office Letter No. NMC/TPD/1877. On dated 14/09/2006 the Vendors in consultation with CONSENTOR reserves their rights to revise the said lay-out plan without affecting the location and area of the unit purchased by the Purchaser; AND

WHEREAS A Deed Of Amendment to the said General Power of Attorney dated 12/03/2003 is executed by Shri Nathuji S/o. Namdeo Rokade and Shri Jagannath S/o. Namdeo Rokade on 06/10/2006 and the same is also duly Registered in the office of the Sub-Registrar Office Sr.No.6, Mahal, Nagpur) in Book No. 1 at Sr.No.747 on even date: AND

WHEREAS during the course of time the said Shri Jagannath s/o Namdeo Rokade breathed his last on 09/08/2013 and consequent upon his death/demise his Undivided 50% share in the aforesaid property devolved upon his Widow Smt. Vimlabai. 2 Sons namely Shri Nitin and Shri Prashant and 3 daughters namely Mrs. Jyoti W/o Kishor Mahajan, Mrs. Kirti W/o Vitthalrao Likhari and Mrs. Arti W/o Rajkumar Mahakalkar by way of Intestate succession being the only legal heirs of the deceased; AND

WHEREAS the said Vimlabai wd/o Jagannath Rokade, Mrs. Jyoti W/o Kishor Mahajan, Mrs. Kirti W/o Vitthalrao Likhari and Mrs. Arti W/o Rajkumar Mahakalkar. Lateron released all their respective rights, title and interest in respect of the aforesaid property in favour of Shri Nitin S/o Late Shri Jagannath Rokade and Prashant S/o Late Shri Jagannath Rokade, the Executants hereinabovenamed. by a Deed of Release Dated 21/10/2013, which is duly Registered in the office of the Sub-Registrar Office Nagpur-1 in Book No. 1 at Sr.No.7477 on 23/10/2013. As a result therefore Shri Nitin S/o Late Shri Jagannath Rokade and Prashant S/o Late Shri Jagannath Rokade have now become the joint / Co-Owners of the Undivided 50% share and interest in the said property along with Shri Nathuji Namdeo Rokade with heritable and transferable rights therein; AND



WHEREAS In order to avoid any confusion and mis-understanding in between M/s. Hindusthan Builders and Legal heirs of Late Shri Jagannath S/o Namdeo Rokade regarding transaction of Development and sale of the said property, executed by Late Shri Jagannath S/o Namdeo Rokade, a Deed of Confirmation to the Agreement dated 27/09/2001 has been executed on 22/10/2013 between M/s. Hindusthan Builders and the legal heirs of Late Shri Jagannath S/o Namdeo Rokade namely Shri Nitin S/o Late Shri Jagannath Rokade and Prashant S/o Late Shri Jagannath Rokade. The said legal heirs have confirmed that the said agreements are binding upon them and therefore a General Power of Attorney is executed and registered by legal heirs of Late Shri Jagannath S/o Namdeo Rokade in favour of the M/s. Hindusthan Builders on 23/10/2013 which is duly Registered in the office of the Sub-Registrar Nagpur-1 in Book No. 1 at Sr.No.7478; AND

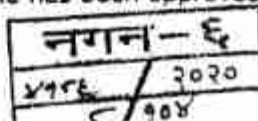
WHEREAS the said Plot No. 210 has been released by the Nagpur Improvement Trust on the dated 16/12/2013 vide office letter No. D.O. (East) 1168 AND

WHEREAS the as per Revised Sanction Lay-out Plan Dated 14/09/2006 & N.I.T. Release Letter Dated 16/12/2013 Plot No.210 admeasures 5984.00 Sq. Mt. (OR 64411.77 Sq. Ft.) AND

WHEREAS In the mean time said Shri. Natthuji S/o Late Shri. Namdeo Rokde breathed his last on 24-8-2017 (his wife Mrs. Sudhabal Rokde predeceased him on 16-1-2015) and consequent upon his death / demise his 50% share in the aforesaid property devolved upon his son Shri. Ishwar Natthuji Rokade hereinabovenamed, by way of Intestate succession, being the only legal heir of the deceased. As a result therefore the Shri. Ishwar Natthuji Rokade hereinabovenamed have now become the joint / Co-Owners of the Undivided 50% share and interest in the said property along with Shri Nitin J. Rokade and Prashant J. Rokade with heritable and transferable rights therein; AND

WHEREAS In order to avoid any confusion and mis-understanding in between M/s. Hindusthan Builders and Legal heir of Late Shri Natthuji S/o Namdeo Rokade regarding transaction of Development and sale of the said property, executed by Late Shri Natthuji S/o Namdeo Rokade, a Deed of Confirmation to the Agreement dated 27/09/2001 has been executed on 21/09/2017 between M/s. Hindusthan Builders and the legal heir of Late Shri Natthuji S/o Namdeo Rokade namely Shri Ishwar S/o Late Shri Natthuji Rokade. The said legal heir have confirmed that the said agreement is binding upon him and therefore a General Power of Attorney is executed and registered by legal heir of Late Shri Natthuji S/o Namdeo Rokade in favour of the M/s. Hindusthan Builders on 21/09/2017 which is duly Registered in the office of the Sub-Registrar Nagpur-1 in Book No. 1 at Sr.No.6270; AND

WHEREAS the said Plot No.210 has been sub divided in five Plots bearing Plot No. 210/1 admeasuring 1169.380 Sq. Mt., Plot No. 210/2, admeasuring 1112.150 Sq. Mt., Plot No. 210/3, admeasuring 1153.264 Sq. Mt, Plot No. 210/4, admeasuring 1255.526 Sq. Mt., Plot No. 210/5, admeasuring 1293.380 Sq. Mt. & subdivided to NMC for sanction by the Vendors and the same has been approved by the



Competent Authority on the dated 07/10/2020 vide Office Letter No. NMC/TPD/67/Subdivision. The Vendors in consultation with CONSENTOR reserves their rights to revise the said lay-out plan without affecting the location and area of the Plot purchased by the Purchaser; AND

WHEREAS, the CONSENTOR had obtained financial assistance from Punjab National Bank and having defaulted in payment arrived at One Time Settlement with the said bank and accordingly on payment of the settlement amount under letter dt. 21.05.2014 the said property has been released from the charge of Punjab National Bank, AND;

WHEREAS the PURCHASER has seen and examined all documents of title to the said property including the Agreement dated 27/09/2001 and satisfied herself/ himself/ themselves about the present Owners title thereto as good, valid and marketable and also about the right, power, and Authority of the CONSENTOR / Party No. 3 to undertake such construction and to enter into agreement with her/him/them. The PURCHASER has also seen the plan of the sanctioned layout and has finally chosen and agreed to purchase the then proposed Plot No. 210/5 out of the proposed residential estate, and;

WHEREAS the PURCHASER being desired to acquire one plot of land for her/his/their residential/commercial purposes has approached the CONSENTOR and requested it to allot Plot No. 210/5 admeasuring 1293.68Sq. Mt. (OR 13925.00 Sq. Ft.) from and out of the sanctioned layout known as "HB Nagar" being a portion of the entire land bearing Kh.Nos.2-3/1 & 2-3/4, Mouza: Chikhall (Deosthan), bearing Sheet No.463/13, City Survey No.1, Corporation House No.1749, situated at Near Shanti Nagar, Ring Road, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur, Ward No. 42 (Old). which is more particularly described in the schedule hereunder, for a total consideration of Rs 1,45,00,000/- (Rupees ONE CRORE FORTY FIVE LAKHS ONLY); ANDWHEREAS the PURCHASER being the nominee of the CONSENTOR, the VENDORS at the request of the CONSENTOR has decided to sell the aforesaid property to the PURCHASER upon the following terms and conditions.

NOW THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS:

01. THAT In consideration of a sum of Rs. 1,45,00,000/- (Rupees ONE CRORE FORTY FIVE LAKHS ONLY) paid by the PURCHASER to the CONSENTOR, the receipt whereof VENDORS and the CONSENTOR hereby acknowledge the total receipt of Rs. 1,45,00,000/- (Rupees ONE CRORE FORTY FIVE LAKHS ONLY) from the PURCHASER, as per the Manner of payments written hereunder, do hereby grant, convey, assign and transfer by way of sale to the PURCHASER the property being ALL THAT Piece and Parcel of land bearing Plot No. 210/5 admeasuring 1293.686 Sq. Mt. (OR 13925.00 Sq. Fts) from and out of the sanctioned layout known as "HB Nagar" being a portion of the entire land bearing Kh.Nos.2-3/1 and 2-3/4, Mouza: Chikhall (Deosthan) bearing Corporation House No.1749, City Survey No.1 and Sheet No.463/13, situated at Chikhall (Deosthan) within the limits of the Nagpur Municipal Corporation

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Ward No.42 In Tahsil and District — NAGPUR and more particularly described in the Schedule hereunder written, TO HOLD THE SAME TO AND UNTO THE PURCHASER, as the absolute and full Owner thereof forever, free from encumbrances of all kinds whatsoever and also free from payment of Non-Agricultural Assessment, Corporation Taxes, Cesses and all other outgoings etc. levied thereon and payable upto date.

MANNER OF PAYMENT :

AMOUNT RS	CH NO.	DATE	BANK
35,00,000/-	000002	26.11.2020	HDFC Bank Ltd, Surya Nagar, Nagpur
35,00,000/-	000003	26.11.2020	
35,00,000/-	000004	26.11.2020	
35,00,000/-	000005	26.11.2020	
3,91,250/-	000006	26.11.2020	
1,08,750/-	TDS as per Provision of Income Tax Act.		
1,45,00,000/-	RS. ONE CRORE FORTY FIVE LAKHS ONLY		

02. THAT the VENDORS / CONSENTOR do/does hereby covenant with the PURCHASER as follows :-

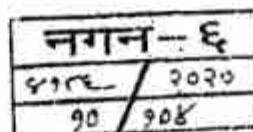
i) THAT the VENDORS have good, valid and marketable title to the property hereby sold and that they have absolute right and full authority to transfer and convey the same by way of sale to the PURCHASER absolutely forever.

ii) THAT the VENDORS assure the PURCHASER that the property hereby sold is their separate and self acquired 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.

iii) THAT the property hereby sold shall be quietly entered into and upon and held and enjoyed and the rents and profits received there from by the PURCHASER without any interruption or disturbance by the VENDORS or any person claiming through under or in trust for them and without any lawful disturbance or interruption by any other person whosoever.

iv) THAT the VENDORS will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further and more perfectly assuring the said property to the PURCHASER and her/his heirs, successors and assigns etc. as may be reasonably be required.

v) THAT the VENDORS/CONSENTOR have/has paid up to this date all dues with respect to. Non-Agricultural Assessment, Corporation Taxes, Cesses and all other outgoings etc. levied on the property hereby sold and in the event if it is discovered that there remain any arrears to be paid, the VENDORS/CONSENTOR undertake/s to pay the same and keep the PURCHASER always indemnified against such payments.



vi) THAT the VENDORS have delivered the actual physical possession of the property hereby sold to the PURCHASER through the CONSENTOR in vacant condition on at the time of this Deed.

vii) THAT the VENDORS will support any application made by the PURCHASER for mutation of name on the property hereby sold and will render all assistance for obtaining the mutation in respect thereof in favour of the PURCHASER in all relevant records.

viii) THAT the Property hereby sold is believed and shall be taken to be correctly described in the Schedule hereunder written and in the event if any mis-statement, error or omission shall be discovered, the same shall not annul this sale, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

ix) THAT the VENDORS / CONSENTOR have/has delivered all the Relevant Documents relating to the property hereby sold to the PURCHASER at the time of Registration of this Sale Deed.

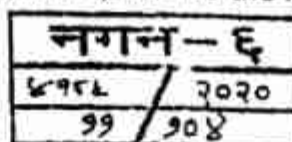
x) THAT In case the PURCHASER is deprived of the whole or any part of the property hereby sold by reason of any defect found in the title of the VENDORS or of any encumbrance or charge on the same to which this sale is not subject, the VENDORS will pay to the PURCHASER by way of damages, the whole amount of sale price or such part of it, as shall bear the same proportion to the whole property, as such part of the property shall bear to the whole property, as the case may be.

xi) THAT It is specifically understood and agreed by the PURCHASER that all the terms and conditions contained in the Exemption Order issued by the Competent Authority, Urban Land Ceiling Dept. Nagpur dated 27/03/1986 & 16/01/2003 and also the Agreement dated 04/07/1991 executed between Nagpur Improvement Trust and VENDORS shall always remain binding upon her/him and her/his successors-in-title.

03. THAT It is clearly understood and agreed by the PURCHASER :-

i) THAT the CONSENTOR is fully entitled to make any addition, alterations or suitable changes in the said layout without affecting the plot hereby sold, as per the Building Bye-laws, Rules and Regulations of the N.I.T./N.M.C. The PURCHASER shall not have any objection or right or obstruction for such changes, alterations or additions in the said project.

ii) THAT the CONSENTOR shall provide the respective points / junctions for Water Pipe Line, Electricity Line, Sewerage disposal canal etc. at specified spots only. The PURCHASER shall be liable to connect her/his Plot to such lines/canals at her/his own costs and expenses. The PURCHASER shall not allow the sewerage and water disposal in the open or ground level but shall always be liable to connect such disposal system to the main system.



iii) THAT the PURCHASER and her/his successors-in-title shall not construct / erect any worship place, Temple, Mosque, Church etc. on the said Plot of land or at any place in the said layout.

iv) THAT the VENDORS and the CONSENTOR shall not be held responsible for any consequences arising out of breach of any of the conditions mentioned in the said Exemption Order dated 16/01/2003 by the PURCHASER. It is further specifically agreed by the PURCHASER that she/he always abide herself / himself by Development Control Rules as may be imposed by the N.I.T. / N.M.C. or any other Competent Authority from time to time.

v) THAT the PURCHASER does hereby declare that he/she has finally settled his/her account upto date and that he / she has now nothing to receive from the VENDORS and the CONSENTOR from and out of the sums paid by him, to the Consnetor, from time to time till date. Similarly the PURCHASER further agrees that he/she is fully satisfied with the said transactions and he/she agrees and undertake not to claim any additional compensation or interest in future against the said transaction towards the said Plot.

vi) THAT the PURCHASER shall not have any claim on the Public Utility lands, open spaces etc. which will remain with the VENDORS/CONSENTOR and the same shall be used for the entire layout.

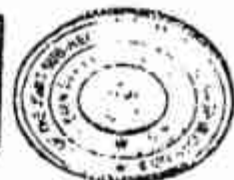
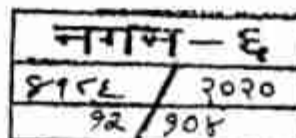
vii) THAT the maintenance of the property hereby sold shall be the sole responsibility of the PURCHASER. The PURCHASER shall always keep and maintain the said property in good and habitable condition.

viii) THAT the PURCHASER shall be governed by the Provisions of Maharashtra Apartment Ownership Act, 1970, and the Bye-Laws of the proposed HB- NAGAR Apartment Owners Association as and when formed by the Apartment Owners of the said complex. He/she shall abide by the resolutions passed by the General Body of the HB-NAGAR Apartment Owners Association and the Managing Committee from time to time.

ix) THAT It is specifically understood and agreed by the PURCHASER that she/her shall not be entitled to change the name of the aforesaid scheme at any time in future.

x) THAT the PURCHASER agreed to pay the NMC Taxes or any levied by on the said Plot hereby sold from the date of execution of this Deed.

04. THAT all expenses on account of preparation of this Sale Deed including the cost of Stamp Duty and Registration fees payable thereon have been borne and paid by the PURCHASER.



SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of land bearing Plot No. 210/5 admeasuring 1293.686 Sq. Mt. (OR 13925.00 Sq. Fts) from and the out of the sanctioned layout on the land bearing Kh. Nos. 2-3/1, 2-3/4, Mouza : Chikhall (Deosthan), total admeasuring about 183646.00 Sq.Mt., City Survey No. 1, Sheet No. 463/13, bearing Corporation House No. 1749, Ward No. 42, situated at HB-Nagar, Near Shanti Nagar, Ring Road, Nagpur, within the limits of Nagpur Municipal Corporation, Nagpur, and the said Plot is bounded as under:

ON THE NORTH	:	18 MTRS ROAD
ON THE SOUTH	:	PLOT NO. 210/4
ON THE EAST	:	ROW HOUSES
ON THE WEST	:	36.00 MT. WIDE ROAD

IN WITNESSES WHEREOF THE VENDORS, THE PURCHASER AND CONSENTOR hereto have signed this DEED OF SALE at Nagpur after understanding the contents here-in, in presence of attesting witnesses, signing as such on the day first hereinabove written.



WITNESSES :

1.

Rakesh

Rakesh Omprakash Hemrajani



(SHRI SUNIL Y. PATIL)
Constituted Attorney for
Shri Ishwar Natthuji. Rokade.
Shri Nitin Jagannath Rokade &
Shri Prashant Jagannath Rokade
VENDORS / PARTY No. 1

For M/S K.M.C REALTOR



ALTAF MOHAMAMAD
PARTNER
PURCHASER / PARTY No. 2

For M/s. HINDUSTHAN BUILDERS



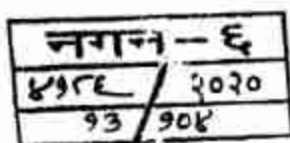
2.

Mohsin Ahmad

Mohsin Ahmad



(SHRI SUNIL Y. PATIL)
Authorised Partner
CONSENTOR / PARTY No. 3



DECLARATION

I SHRI SUNIL S/O YASHWANTRAO PATIL, Resident of 65, Shivam Palace, Swalambi Nagar, Ring Road, Nagpur, Partner M/S HINDUSTAN BUILDERS, do hereby declare that the document of Sale Deed is presented for registration before the Sub Registrar Nagpur on this day which has been presented by me in the capacity as Agent of SHRI. ISHWAR S/O LATE SHRI NATTHUJI ROKADE, and others who has/have given the Power Of Attorney and on that basis I am signing / executing and presenting / admitting the same for registration.

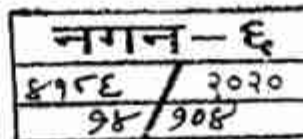
I further declare that the said Power of Attorney is neither cancelled and/or revoked by the executants of it nor the said Executants have expired and I further declared that the executants of the said Power of Attorney is alive as on date.

I further declare that the Power of Attorney is still valid and it is not cancelled by any reasons whatsoever and I am competent and have full authority to act as per the powers entrusted to me under the said Power of Attorney.

That the aforesaid statement is true and I am also aware that, if any mis-statement is found I shall be held punishable under the provisions of section 82 of Registration Act, 1908.

Nagpur
Date : 04.12.2020


SUNIL YASHWANTRAO PATIL
Partner
M/S HINDUSTAN BUILDERS,
DECLARANT
POWER OF ATTORNEY HOLDER





04/12/2020 8 13:12 PM

पुनः क्रमांक: नागपूर/4186/2020
इच्छाचा प्रकार: विहीन

पुनः क्रमांक: नागपूर-2

पुनः क्रमांक: 4186/2020

अ. क्र. 1. पत्रकाराचे नाव व पत्ता
नाम: विनायक के. ग. मी. विनायक मी. विनायक अ. विनायक मी. विनायक -
पत्ता: प्लॉट नं. 1, बाळा मं. 1, इमारतीचे नाव: 1, ब्लॉक नं. 1,
9373101777, प्लॉट नं. बागबाडी चौक, इतवारी, नागपूर,
महाराष्ट्र, NAGPUR.
पिन संख्या: AAWFK0450C

पत्रकाराचा प्रकार
विहीन प्रकार
बच: 49
स्वातंत्र्य:



अ. क्र. 2. नाव: ईश्वर मधुजी रोखडे, निमित्त जगन्नाथ रोखडे, प्रजापति जगन्नाथ
रोखडे तर्फे आयु विदुष्यात विदुष्ये तर्फे भागीदार मुनील जगन्नाथ
पाटील तर्फे कडुनी जगन्नाथ विनायक विहीन विहीन विहीन विहीन
पत्ता: प्लॉट नं. 1, बाळा मं. 1, इमारतीचे नाव: 1, ब्लॉक नं. 1, इश्वर
AFQPR5106B प्रजापति AGMPR5450K, प्लॉट नं. प्लॉट नं. 97,
प्राथमिक भाग, मुनील जगन्नाथ, नागपूर, महाराष्ट्र, NAGPUR.
पिन संख्या: AFQPR5106B

विहीन प्रकार
बच: 51
स्वातंत्र्य:



अ. क्र. 3. नाव: विदुष्यात विदुष्ये तर्फे भागीदार मुनील जगन्नाथ पाटील तर्फे
कडुनी जगन्नाथ विनायक विहीन विहीन विहीन विहीन
पत्ता: प्लॉट नं. 1, बाळा मं. 1, इमारतीचे नाव: 1, ब्लॉक नं. 1, प्लॉट नं. 97,
प्राथमिक भाग, मुनील जगन्नाथ, नागपूर, महाराष्ट्र, NAGPUR.
पिन संख्या: AAPP4701N

विहीन प्रकार
बच: 51
स्वातंत्र्य:



वरील इच्छादेखत बाबत विनायक तपासणीत विहीन का इच्छा देऊन बाबत विनायक कडुनी जगन्नाथ
निष्ठा क्र. 3 ची वेळ: 04/12/2020 05:06:04 PM

सह दुय्यम निबंधक वर्ग-2
नागपूर शहर क्र. 6,
इच्छाचा प्रकार

सोळावः

आतील इच्छा असे विहीन बाबत की ते इच्छादेखत बाबत विनायक-बाबा विनायक, व त्यांची सोळावः पदविनायक

अ. क्र. 1. पत्रकाराचे नाव व पत्ता
नाम: सोळावः अ. विनायक मी. विनायक मी. विनायक -
बच: 40
पत्ता: जगन्नाथ बुधवारी नागपूर
पिन संख्या: 440002

विहीन प्रकार
बच: 40
स्वातंत्र्य:



अ. क्र. 2. नाव: सोळावः अ. विनायक मी. विनायक मी. विनायक -
बच: 44
पत्ता: जगन्नाथ बुधवारी नागपूर
पिन संख्या: 440014

विहीन प्रकार
बच: 44
स्वातंत्र्य:



9 नवराचे बुकाचे
89LE नवरी नोंदला

सह दुय्यम निबंधक वर्ग-2
नागपूर शहर क्र. 6,
माहे 72 सन 2020

शिक्का क्र. 4 ची वेळ: 04/12/2020 05:07:07 PM

निष्ठा क्र. 5 ची वेळ: 04/12/2020 05:08:15 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक वर्ग-2
नागपूर शहर क्र. 6,
माहे 72 सन 2020

नागपूर शहर क्र. 6, Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1. K M C REALTORS	eChellan	00040672020120336465	MH007813830202021E	435000.00	SD	0003574511202021	04/12/2020
2.	DHC		0412202006204	80	RF	04122020062040	04/12/2020
3.	DHC		0412202006088	2000	RF	04122020060880	04/12/2020
4. K M C REALTORS	eChellan		MH007813830202021E	30000	RF	0003574511202021	04/12/2020

[SD: Stamp Duty] [RF: Registration Fee] [DHC: Document Handling Charges]

प्रमाणित करण्यात येते की, या दस्तान
एवुण 908 पाने आहेत

सह दुय्यम निबंधक वर्ग-2

