

41



Thursday, May 20, 2010
5:44:01 PM

Original

नोंदणी 39 म.
Regn. 39 M

पावती

दस्तऐवजाचा अनुक्रमांक नगन7-3020-2010 पावती क्र. : 476

गावाचे नाव जामला

दिनांक 20/05/2010

अर्जाचा अनुक्रमांक

नगन7 - 06036 -

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र

सादर करणाराचे नाव: संदेश इन्फ्रास्ट्रक्चर प्रा.लि. तर्फे संचालक श्री दिलीप प्रल्हादराय अग्रवाल

न्युन आकारित फीची वसुली

:-

10000.00

एकूण

रु.

10000.00

दुसऱ्या निबंधक
नागपूर 7

DELIVERED



Thursday, May 20, 2010
6:41:29 PM

Original

नौदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 3192

दिनांक 20/05/2010

गावाचे नाव जामला

दस्तऐवजाचा अनुक्रमांक नगन7 - 03020 - 2010

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव: संदेश इन्फ्रास्ट्रक्चर प्रा. लि. तर्फे संचालक श्री दिलीप प्रल्हादराय अग्रवाल

नौदणी फी :- 20000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 820.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (41)

एकूण रु. 20820.00

आपणास हा दस्त अंदाजे 6:56PM ह्या वेळेस मिळेल

DELIVERED

दुय्यम निबधक
नागपूर 7

बाजार मूल्य: 54500000 रु. मोबदला: 54500000 रु.

भरलेले मुद्रांक शुल्क: 100 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: पंजाब नॅशनल बँक नागपूर;

डीडी/घनाकर्ष क्रमांक: 543596; रक्कम: 30000 रु.; दिनांक: 18/05/2010

D. P. Anand



महाराष्ट्र MAHARASHTRA

4034

No. 4034

Sandesh Infrastructures

Pvt. Ltd.

Ash. Nishel

7 MAY 2010

नगेर न्यायालय जिल्हा

कोर्ट फौजदारी

महाराष्ट्र, भारत

CX 869420

SALE - DEED

VALUED AT RS. 5,45,00,000/-
(RS. FIVE CRORE FOURTY FIVE LACS ONLY)

Stamp Duty amounting to Rs. 21,80,000/- is paid on the Agreement to Sell dt. 20.12.2009 on Market Value of Rs. 5,45,00,000/- alongwith Penalty / Interest of Rs. 1,30,795/- vide Challan No. 43728/5 dt. 20.03.2010 in the Evasion Case No. 727/09-10 dt. 20.03.2010 under the provisions of The Bombay Stamp Act, 1958.

THIS DEED OF SALE is executed on this 20th day of MAY 2010 BY :



11

2590 P
P3

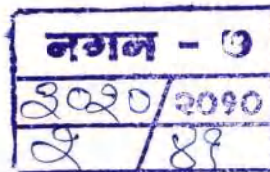


10-10-75
10-10-75
10-10-75

01. **SMT. ANUSAYABAI WD/O KOTHIRAMJI GUBE**, aged about 58 years,
02. **SHRI VINOD S/O KOTHIRAMJI GUBE**, aged about 30 years,
03. **SHRI PRAFULLA S/O KOTHIRAMJI GUBE**, aged about 26 years,
04. **KU. SHYAMDEVI D/O KOTHIRAMJI GUBE**, aged about 36 years,

All Occupation : Agriculturists, Resident of Hudkeshwar Road, Nagpur, acting through Power of Attorney Holder **SHRI MANOJ S/O BHOJRAJ AGRAWAL**, aged about 32 years, Occupation : Business/Agriculturist, Resident of 21, Gokul Vasudeo Apartments, Shree Nagar, Ring Road, Nagpur, {Power of Attorney dt. 24.07.2007 registered with Sub Registrar, Nagpur - 8 at Book No. 4 at Sr. No. 4171 dt. 24.07.2007} here-in-after known and referred to as the "**SELLERS**" which expression shall unless repugnant to the context or meaning thereof always mean and include the SELLERS as well as their heirs, legal representatives, executors, administrators, successors and assignees of the FIRST PART, AND; {PAN : AACCB6451H}

05. **SANDESH INFRASTRUCTURES PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having incorporation No. U45200MH2005PTC155257 acting through authorised Director **SHRI DILIP S/O PRALHADRAI AGRAWAL**, aged about 30 years, Occupation : Agriculturist/Business, Resident of Cotton Market, Nagpur, Tahsil and District Nagpur, here-in-after known and referred to as "**THE PURCHASER**" which expression shall unless repugnant to the context or meaning thereof always mean and include the PURCHASER as well as it's Directors, shareholders, Legal Representatives, Executors, Administrators, Successors and Assignees of the SECOND PART, AND; {PAN : AAJCS2575A}



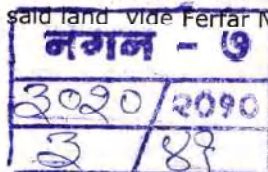
06. M/S BHOLEBABA ROADWAYS PRIVATE LIMITED, a Company incorporated under the provisions of The Companies Act, 1956 bearing Incorporation No. U60100WB2004PTC099714, having its registered Office at 1-a, Grant Lane, Kolkata, acting through its authorized Signatory **SHRI MANOJ S/O BHOJRAJ AGRAWAL**, aged about 32 years, Occupation : Business/Agriculturist, Resident of 21, Gokul Vasudeo Apartments, Shree Nagar, Ring Road, Nagpur, Tahsil and District Nagpur, here-in-after known and referred to as **"THE CONSENTOR"** which expression shall unless repugnant to the context or meaning thereof always mean and include THE CONSENTOR as well as its Directors, Shareholders, authorized Signatory, legal representatives, executors, administrators, successors and assigns of THE THIRD PART, AND; {PAN : AACCB6451H}

WHEREAS, the SELLERS are the co-owners of ALL THAT piece and parcel of Agricultural land bearing Field Survey No. 155/1, admeasuring about 2.55 Hectares, i.e. 6.30 Acres, Land Revenue Rs. 4.93, and Field Survey No. 156/1-C, admeasuring about 0.99 Hectares, i.e. 2.44 Acres, Land Revenue Rs. 1.80, both lands jointly admeasuring about 3.54 Hectares i.e. 8.747 Acres, with Occupant Class I Bhumiswami rights, situated at P. H. No. 42, Mauza : JAMTHA, Tahsil : NAGPUR (Gramin), District : NAGPUR, AND;

WHEREAS, originally the land bearing portion of old Survey Nos. 207/1 and 207/2 was owned by Shri Kothiram Maroti Gube and Smt. Laxmi Maroti Gube as per records of as per records of Adhikar Abhilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.

WHEREAS, Smt. Laxmi Maroti Gube expired in the year 1962 and her death her share in the said property was inherited by his only legal heir son Shri Kothiram Maroti Gube. That under the re-survey and re-measurement of the said lands carried out by the Govt. in the year 1979-90 under the Consolidation and Fragmentation, the said Field Survey Number have been changed as New Survey No. 155/1 admeasuring about 4.32 Hectares and Survey Kh. No. 156, AND;

WHEREAS, Kothiram Maroti Gube expired on 30.06.1999 and on his death the said property was inherited by his widow Smt. Ansuyabai Kothiram Gube, sons Vinod Jothiram Gube, Shri Prafulla Kothiram Gube and daughter Miss Shyamdevi Kothiram Gube inherited the said property by way of intestate succession and their names were mutated in revenue records as co-owners of the said land vide Ferrar No. 31701/19-07-2003.

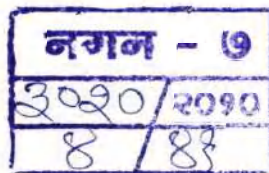


WHEREAS, the said owners applied before Add. Collector Nagpur u/s 29 of the Maharashtra Land Revenue Code, 1966 to include themselves in Occupant Class-I category under clause (c) of Sub Section (2) of Section 29 of the said Act and the said Officer included the owners as Occupant Class-I with Bhumiswami rights in respect of said land and the Add. Collector Nagpur in Rev. Case No. 463/LND-18/2004-05 by order dt. 21.03.2005 included the said owner as Occupant Class-I with Bhumiswami rights in respect of said land. The Revenue Authorities i.e. Patwari Halka No. 42 has taken the change of the same as per Ferfar No. 397 dt. 29.03.2005.

WHEREAS, Smt. Ansuyabai Kothiram Gube, Vinod Jothiram Gube, Shri Prafulla Kothiram Gube and Miss Shyamdevi Kothiram Gube sold the North-East portion of the property out of Kh. No. 155/1, admeasuring about 1.77 Hectares to Shri Sajjan Charturbhuj Jain, Shri Vinod Charturbhuj Jain, Shri Surendra Charturbhuj Jain and Shri Rajendra Premchand Jain by Sale Deed dt. 12.01.2006 registered with Sub Registrar Nagpur - 7 at Book No. 1, at Sr. No. 115 dt. 12.01.2006 and the said portion of land admeasuring about 1.77 Hectares was given New Survey No. 155/3 and Smt. Ansuyabai Kothiram Gube, Vinod Jothiram Gube, Shri Prafulla Kothiram Gube and Miss Shyamdevi Kothiram Gube remained the co-owners of the land admeasuring about 2.55 Hectares, AND;

WHEREAS, the SELLERS agreed to sell the said property being Kh. No. 155/1 admeasuring about 2.55 Hectares and Kh. No. 156/1C, admeasuring about 0.99 Hectares to M/s Bholebaba Roadways Pvt. Ltd. on 24.07.2007 for a valuable consideration of Rs. Four Crore Eighty Lacs and have also received the agreed payment from the CONSENTOR as per the agreed terms agreeing inter-alia that they will execute a Sale Deed relating to said property in favour of THE CONSENTOR or it's nominee(s), AND;

WHEREAS, the CONSENTOR further assigned it's rights to obtain the Sale Deed from the SELLERS in favour of the PURCHASER herein and it accordingly requested the SELLERS to execute Agreement relating to the land in favour of the PURCHASER herein for a total consideration of RS. 5,45,00,000/- (RS. FIVE CRORE FOURTY FIVE LACS ONLY) and the SELLERS having conceded to such request, and accordingly they entered into an Agreement to Sell in respect of the said land in favour of the PURCHASER here-in-above as the nominee of the CONSENTOR as per the directions of the CONSENTOR, AND;



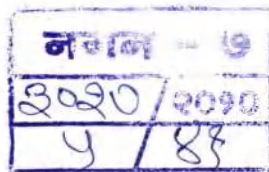
WHEREAS, the CONSENTOR having received the consideration for sale of the said land paid to the SELLERS here-in-above from the PURCHASER it has now directed the SELLERS to **execute** and register the Sale Deed directly in favour of the PURCHASER, and has become the party to this Sale Deed giving it's consent for sale directly in favour of PURCHASER, AND;

WHEREAS, PURCHASER **having** paid consideration to the CONSENTOR here-in-above it has now become necessary to **execute** and **register** the Sale Deed of the said land **directly** in favour of PURCHASER and transfer all rights, title and interest in the said land to the PURCHASER.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS:

01. That in pursuance to the Agreement and in consideration of total sum of RS. 5,45,00,000/- (RS. FIVE CRORE FOURTY FIVE LACS ONLY) paid by the PURCHASER to the CONSENTOR as per Agreement and the CONSENTOR having **already** paid the **agreed** consideration to the SELLERS, the receipt whereof the SELLERS and the CONSENTOR do hereby acknowledges as beneficial owners thereof do **hereby** grant, assign, convey and transfer to the PURCHASER ALL THAT piece and parcel of Agricultural land **bearing** Field Survey No. 155/1, admeasuring about 2.55 Hectares, i.e. 6.30 Acres, Land Revenue Rs. 4.93, and Field Survey No. 156/1-C, admeasuring about 0.99 Hectares, i.e. 2.44 Acres, Land Revenue Rs. 1.80, **both** lands **jointly** admeasuring about 3.54 Hectares i.e. 8.747 Acres, with Occupant Class I Bhumiswami rights, situated at P. H. No. 42, Mauza : JAMTHA, Tahsil : NAGPUR (Gramin), District : NAGPUR and more particularly described in Schedule hereunder written along-with the standing crops, trees and any thing and every thing standing thereon **together** with all easement rights like Road, Dhura etc. TO HOLD THE SAME TO AND UNTO THE PURCHASER as absolute owner thereof forever free from encumbrances of all kinds whatsoever and also free from payment of land revenue, Taxes, cesses etc. payable upto date.

02. THAT the SELLERS does hereby covenant with the PURCHASER that they have good, valid and marketable title to the property hereby sold and have absolute right and full authority to convey, assign and transfer the same by way of sale to the PURCHASER absolutely forever.



03. THAT the SELLERS further assures the PURCHASER that the property hereby sold is the separate and self acquired belonging to them and none except them have acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.

04. THAT the SELLERS / CONSENTOR further assures to the PURCHASER that they have not transferred the said property by way of sale, Gift, Mortgage, Lease or in any other manner whatsoever to any body else till date.

05. THAT the property hereby sold shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the PURCHASER without any interruption or disturbance by the SELLERS / CONSENTOR or any person claiming through under or in trust for them and without any lawful disturbance or interruption by any other person whosoever.

06. THAT the SELLERS / CONSENTOR 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 it's assigns etc. as may reasonably be required.

07. THAT the SELLERS / CONSENTOR have paid upto date of possession all dues with respect to agricultural assessments, Cesses, Electricity Charges 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 SELLERS / CONSENTOR undertakes to pay the same and keep the PURCHASER always indemnified against such payments.

08. THAT the SELLERS / CONSENTOR have already delivered the actual physical possession of the property hereby sold to the PURCHASER in vacant condition and the PURCHASER has taken over the same.

09. THAT the SELLERS / CONSENTOR will support any application made by the PURCHASER for mutation of name on the property hereby sold and shall render necessary assistance to the PURCHASER for obtaining the mutation in respect thereof in favour of the PURCHASER in all relevant records.

