Tenements, Bungalows etc. in the said scheme to the prospective interested buyers as well as by selling T.D.R. and other benefits which may become available in future in respect of the said entire land to the prospective interested buyers, AND;

WHEREAS, in pursuance of the said Agreements of Development the owners of the said land members of Dixit Family in all six brothers, owners of their respective lands executed together a registered Irrevocable Power of Attorney in respect of the said entire land on 03.01.2002 and Registererd it with Sub Registrar Nagpur-5 at Book No. 1 at Sr No. 25 dt. 03.01.2002 and accordingly gave all authority and powers to their agents the nominees of the said Developer Firms being Panchmatiya and Pise family members namely Shri Maganlal Viththaldas Panchmatiya and Shri Ramesh Nagorao Pise, AND;

WHEREAS, during the development of the said land by the said Developer Firms M/S Air Developers and M/S Indian Construction Corporation and during continuation of the said Power of Attorney dt 03.01.2002 given to the nominees of the said Developer Firms, the members of Panchmatiya and Pise family arrived at settlement in respect of their various partnership and joint businesses and as per the said settlement the entire project of the Development of the aforesaid land at Mouza : Nari was given to the Panchmatiya family to be developed under their family partnership firm M/s Air Developer alone, constituted of Panchmatiya family members viz. Maganlal Vithaldas Panchmatiya, Amitkumar Maganlal Panchmatiya and Smt. Indira Maganlal Panchmatiya while the members of Pise Family withdrew from the said project and said Developer Firm as it's Partners , AND;

WHEREAS, as per the said settlement of the said Developers the said registered Power of Attorney dt. 03.01.2002 given by the owners of the said land to Shri Maganlal Vithaldas Panchmatiya of Panchmatiya family and Ramesh Nagorao Pise of Pise family was modified by the owners of the said land as per the request of the said Developers, AND;

WHEREAS, the said Power of Attorney dt 03.01.2002 in respect of said entire land given on 03.01.2002 by the owners of the said land continued as far as it was given to Maganlal Vithaldas Panchmatiya while the power given to the members of Pise family viz. Ramesh Nagorao Pise was withdrawn and in his palce Amitkumar Maganlal Panchmatiya one of the member's of Panchmatiya Family was appointed as an agent alongwith said

OFFICE OF THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR CITY NO.6 * SEAL *
कार्यालय सह दुय्यम निबंधक वर्ग-२, नागपूर शहर क्र. ६
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Shri Maganlal V. Panchmatiya under a registered Deed of Declaration dt 19.10.2006 executed in furtherance of the said registered Irrevocable Power of Attorney dt. 03.01.2002, AND;

WHEREAS, by virtue of said registered Declaration dt 19.10.2006 to said registered Power of Attorney dt. 03.01.2002, the entire power in respect of the said entire land for development and thereafter sale of said property came to be vested in the said Developer Firm M/S Air Developer and said Shri Maganlal Vithaldas Panchmatiya and Shri Amitkumar Maganlal Panchmatiya as the partners of the said Developer Firm and as an Agents of the owners of the said land got all rights and authorities in respect of the said land for all times to come, AND;

WHEREAS, the development of the said entire land is carried on by M/S Air Developer into a redsidential Layout Scheme sanctioned and approved by the government under the provisions of ULC Act, AND;

WHEREAS, Developers developed the said Layout with various plots as well as constructed Tenements, Bungalows and various Apartments and Buildings and such developed plots and constructed premises on the said land of the said layout are been sold by the said Developer Firm to the prospective buyers, AND;

WHEREAS, various documents of conveyance are executed and registered by the said Power of Attorney Holders the Agents therein on behalf of the owners of the said Land as per the terms of the said Development Agreements alongwith the said developer firm joining as Developer and Confirming Party thereof in favour of propective buyers, AND;

WHEREAS, the said process of development and the sale of various Plots and constructed premises was smoothly going on but in the mean time one of the owner's of the said land namely Shri Chandrahas S/o Narayanrao Dixit has left for heavenly abode on 22.04.2009 and hence it became necessary for the legal Heirs of Late Shri Chandrahas Narayanrao Dixit namely his wife Smt. Jayshree Chandrahas Dixit and his two sons Shri Ramdas and Shri Rohit, to confirm the Power of Attorney executed by late Shri Chandrahas Narayanrao Dixit along with the other owners of the said land in favour of the nominees of the Developer firm and it became necessary for them to give their consent to the said Power of Attorney Holders, the Agents therein to carryon the remaining development of the said land and execute necessary documents thereof in favour of the interested prospective buyers on behalf of All co-owners of the said land and on their behalf having inherited the share of Late Shri Chandrahas Narayanrao Dixit in the said land, AND;

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WHEREAS, under the said circumstances the said legal heirs of one of the co-owner's Late Shri Chandrahas Narayanrao Dixit viz. his widow Jayshree and two sons Ramdas and Rohit further executed a registered Irrevocable General Power of Attorney in favour of the said Agents the nominee(s) of the Developer Firm herein and continued all the authorities and Powers given by Late Shri Chandrahas Dixit to the said Developer Firm and it's nominees as Agents in respect of the said property and also further authorised said Agrets to act on their behalf being legal heirs of one of the co-owners and gave them authority to further carryon the remaining development and thereafter sale of various premises thereof to the prospective interested buyers, AND;

WHEREAS, the said Power of Attorney is executed by the legal heris of Chandrahas Narayanrao Dixit is registered before the Sub Registrar Nagpur- 6 in Book No. 4 at Sr. No. 4982 dt. 28.10.2009 And;

WHEREAS, the Developer Firm hereinabove having already paid the agreed consideration to the owners of the said land, carried on the Development of the said land into a scheme as per the sanction given by the appropriate Authority under the Urban Land Ceiling act and other related authorities and sold various plots in the said layout and also constructed tenements, Bungalows on the portion of the said land as well as Apartment's Scheme and have sold them to the prospected interested Buyers during all these years and have executed various documents of conveyances, Agreements, Sale Deeds and all other related documents time to time and have registered the same before the concerned Authorities time to time on payment of required Stamp Duty and Registration Fees thereof AND;

WHEREAS, as on date the portion of the saleable land constituted of various plots as per the said sanctioned Layout plan being Plot No. 1 (Part) about 1038.71 Sq. Mtrs., 3 to 5 and 13 in all about 4554 Sq. Mtrs , 45 to 51, 53 to 60 in all about 6115.50 Sq. Mtrs, 62 to 70 in all about 4290 Sq. Mtrs, 75 to 77 and 81 in all about 720 Sq. Mtrs , 83, 84 and 86 to 93 in all about 2547 Sq. Mtrs. 100, 172 and 230 to 232 in all about 848.75 Sq. Mtrs., part of 234, 235 and 236 in all about 3344.49 Sq. Mtrs., 237 to 241 and 244, 245 in all about 1767 Sq. Mtrs., 287, 296 , 297, 306, 316, 317 and 326 in all about 935 Sq. Mtrs., 343 to 347 and 411 to 413 in all about 9930.00 Sq. Mtrs., 415 to 422 in all about 1224 Sq. Mtrs. and 424 to 426 in all about 420 Sq. Mtrs. and area of Plot No. E about 1969.5 Sq. Mtrs. i.e. in all together admeasuring about 39703.95 Sq. Mtrs. has remained with the

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Developer Firm as it's stock in trade to be sold by the Developer Firm in due course of time to the prospective interested buyers by executing necessary documents through it's nominee(s) as the Agents of the said owners and that of legal heirs of one of the deceased owner by paying necessary Stamp Duties on each such document time to time, AND;

WHEREAS, recently one of the owner's having died and in the said circumstances with the great difficulty the Developer Firm got all the authorities and Powers from legal heirs of such deceased owner who had already sold his share in the said land alongwith the other co-owners under the Development Agreements and who had also given the Registered Power of Attorney in this regard. Hence in order to avoid to such difficulties in future in respect of other co-owners who are also aged and in order to avoid any risk in this regard it has been decided by the Developer Firm and it's partners to get the remaining balance land admeasuring about 39703.95 Sq. Mtrs. more particularly described in the schedule hereunder written be transferred in it's name finally under a registered document of conveyance as a Developer so that in future the Developer Firm can directly sale various remaining plots, tenements, Bungalows, Apartments etc. of remaining land directly as owner of the said remaining portion in the said Layout, AND;

WHEREAS, the developer Firm having decided so, though it is not necessary the remaining balance land is being transferred in the name of the Developer Firm (alongwith all benefits of P.U. land, approach roads and D. P. reservations of School etc. with all rights in TDR in respect of said land) under this document of conveyance for all times to come so that the Developer Firm as the Transferee Purchaser of the said land can further sale the said land as a whole or various plots being in the process of development into a scheme of Bungalows, Tenements, Apartments etc. in due course of time to the prospective interested buyers directly as the owner of the said land time to time.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS:

01. That in proportionate consideration of the porton of the land hereby sold more particularly described in the schedule herender writtem and described in the schedule hereunder written in proportion to the total consideration for the entire land amounting to Rs. 1,34,00,000/- (RS. ONE CRORE THIRTY FOUR LAC ONLY) already paid by the Developer Firm/The Purchaser

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herein to the SELLERS time to time, the SELLERS having already acknowledged the receipt of the same, do hereby grant, assign, convey and transfer by way of sale to the PURCHASER ALL THAT remaining unsold piece and parcel of land admeasuring about 39703.95 Sq. Mtrs. out of the entire land of Kh. No. 41/2, 48, 50, 52/1, 53, 56/1, 56/2, 57, 81/1 & 82 in all admeasuring about 312660 Sq. Mtrs., bearing City Survey No.254, 406, 412, 415, 416, 418, 419, 423, 428, Mouza : Nari , Tahsil : Nagpur (City), Dist. : Nagpur and more particularly described in the schedule hereunder written, along-with with all easement rights like Road, Dhura, alongwith all benefits of P.U. land, approach roads and D. P. reservations of School etc. with all rights in TDR in respect of said land 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 non agricultural assessments, corporation Taxes, land revenue, cesses etc. payable upto the date of possession.

02. THE SELLERS do hereby covenant that they have good, valid and marketable title and absolute right and full authority to convey, assign and transfer absolutely forever the said remaining portion of the said land out of the said entire land by way of sale to THE PURCHASER being the Developer to whom the SELLERS have already agreed to sell the entire land under Agreements of Development for an agreed consideration. Since the SELLERS have already received the entire agreed consideration from the said Developer Firm the Purchaser herein and the said Developer Firm itself is Purchasing the said remaining portion of the said land for itself. The SELLERS have all rights to sell the same to the said Developer the PURCHASER herein

03. That THE SELLERS assure to THE PURCHASER that the portion of land hereby sold is the separate property belonging to them, having all ownership rights and that none except them have any manner of right, title or interest whatsoever in respect of the same.

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



