264/6961

Monday,October 07 ,2013

4:38 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 7187 दिनांक: 07/10/2013

गावाचे नाव: गाडगा

दस्तऐवजाचा अनुक्रमांक: नगन1-6961-2013

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मे. गोलछा हाऊसिंग एन्ड इन्फ्रास्ट्रक्चर प्रायवेट लिमिटेड तर्फे संचालक श्री. विशाल वर्धमान गोलछा - -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1440.00
पृष्ठांची संख्या: 72	
एकूण:	रु. 1540.00

आपणास मूळ दस्त ,थंबनेल प्रिंट व सीडी अंदाजे 4:55 PM ह्या वेळेस मिळेल.

NGP1

DELIVERED

बाजार मुल्य: रु.0 /- मोबदला: रु.8025000/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 1440/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) मुद्रांक शुल्क माफी 5-G-a अनुसरुन : नोट - दि. 6/7/10

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

NAGPUR TREASURY

HH 058205
30 SEP 2013

महाराष्ट्र MAHARASHTRA

नरेंद्र [illegible] क्रमांक 20930 किंमत 100 - दिनांक 7 OCT 2013

स्टॅम्प व्हेंडर [illegible]

कलेक्टर परिसर Godrej Housing Projects Pvt Ltd.)

ला. नं. १८/९१, नागपूर

C.N. ४६०१००१

AGREEMENT OF DEVELOPMENT AND SALE

नगन-१
६१६१/२०१३
१/६२

THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR

रसिद पावती

नरेन्द्र सुखलाल जैस्वाल

मुद्रांक विक्रेता लां नं. 18/91
जिल्हाधिकारी कार्यालय परिसर,
नागपूर

रसिद पावती देण्यात येते की, श्री Collector Housing & Infrastructure project Ltd
रा. नागपूर यांनी माझे कडून रुपये 100/-
(अक्षरी रुपये Hundred Rupees only)
खरेदी केलेले आहे रजि. पान नं. 454

अ.क्र.	दिनांक	मुल्य
20930	7 OCT 2013	100/-
	एकूण किंमत –	100.00

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करिता ही रसिद पावती देण्यात येत आहे

नागपूर
दिनांक – 7 OCT 2013

सही



AGREEMENT OF DEVELOPMENT AND SALE

FOR RS. Rs.80,25,000/- ONLY

(RUPEES EIGHTY LACS TWENTY FIVE THOUSAND) ONLY

THIS AGREEMENT OF DEVELOPMENT AND SALE is made on this 7th Day of OCTOBER, 2013 BETWEEN SHRI. ASHOK S/o LATE SHRI. JAGANNATH TRIVEDI, Aged 55 Years, Occupation – Business, Resident of Plot No. 239, Gokulpeth Layout, Gokulpeth, Nagpur-440010, Tahsil and District – NAGPUR **(PAN AAWPT7953P)**, hereinafter called the OWNER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said OWNER, as well as, his heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

AND

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M/S. GOLECHHA HOUSING AND INFRASTRUCTURE (P) LIMITED, A Company duly incorporated under the Companies Act, 1956 bearing Incorporation Certificate No. 11-120458, having its Registered Office at 2, Arihant Apartments, Laxmi Nagar, Nagpur, and acting through its Authorised Director SHRI. VISHAL S/o WARDHAMAN GOLECHHA, Aged 43 Years, Occupation - Business, Resident of M-6, Rani Laxminagar, Nagpur, Tahsil and District – NAGPUR (PAN ABYPG4185F), hereinafter called the DEVELOPER, which expression shall unless repugnant to the context or meaning thereof always mean and include the said COMPANY, as well as, its liquidators, administrators and assigns of the SECOND PART.

WHEREAS ALL THAT Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold Plot No. 239 in Civil Station Expansion Scheme, containing by admeasurement 17176.00 Sq.Ft. (OR 1595.65 Sq.Mtrs.) bearing City Survey No. 965 and Sheet No. 24 of Mouza – GADGA, situate at Gokulpeth Layout, Gokulpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 70, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, Originally belonged to Shri. Shankarrao S/o Baliramji Telpande, having acquired the same by him from the Nagpur Improvement Trust, Nagpur on Leasehold Rights for a term commencing from 1-4-1947 and ending on 31-3-1977 by an Indenture of Lease Dated 22-2-1950; AND

WHEREAS the said Shri. Shankarrao S/o Baliram Telpande lateron constructed a Structure then standing on the said Nagpur Improvement Trust Leasehold Plot No. 239 bearing Corporation House No. 518, City Survey No. 965 and Sheet No. 24 of Mouza –GADGA in accordance with the duly sanctioned Plan; AND

WHEREAS the aforesaid Shri. Shankarrao S/o Baliram Telpande lateron in his turn transferred the aforesaid property comprising Nagpur Improvement Trust Leasehold Plot No. 239 Togetherwith the then existing Structure standing thereon by way of Sale to Shri. Jagannath S/o Shivram Trivedi, Father of the Owner hereinabovenamed, by a Sale Deed Dated 23-12-1955, which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2359 on even date; AND

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WHEREAS the said Shri. Jagnnath S/o Shivram Trivedi lateron constructed a Building on the said Plot No. 239 covering a total Built-up area of 6500 Sq. Ft. (OR 603.85 Sq. Mtrs.) consisting of various Shops and Residential Premises therein bearing Corporation House No. 518, City Survey No. 965 and Sheet No. 24 of Mouza – GADGA in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust; AND

WHEREAS right from the beginning the said entire property though purchased in the name of Shri. Jagannath Trivedi all his brothers had unequal rights in the same; AND

WHEREAS under the above facts and circumstances the said Shri. Jagannath S/o Shivram Trivedi in due course of time sold Five Shops on the Ground Floor each

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admeasuring 250 Sq.Ft. (10 Ft. x 25 Ft.) thus totaling 1250 Sq.Ft. without any share whatsoever in the land facing Dharampeth Road, situate on the South-East Portion of the said Plot to his elder brother Shri. Deoram and his Sons Shri. Tulsiram and Shri. Narayan by Registered Sale Deed Dated 14-12-1966 which is duly Registered in the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr.No. 5566 on even date; AND

WHEREAS one of the brother of Shri. Jagannath Viz. Bhuraram who had already separated and shifted to Akola had no right, share, title or interest in the said property nor anything was given to him in the said property; AND

WHEREAS in the share of the Third brother of Shri. Jagannath Trivedi Viz. Shri. Champalal one Shop on the Ground Floor situated on the South West corner of the building facing West High Court Road on the West and Dharampeth Road on the South was allotted as his share in the property; AND

WHEREAS said Shri. Champalal was bachelor and on his death the said Shop with all heritable transferable rights, with proportionate undivided share in land came to be owned by third son of Shri. Jagannath viz. Ashok Jagannath Trivedi the Owner hereinabovenamed, as per the Will of Late Shri. Champalal and accordingly the Owner hereinabovenamed is the absolute Owner of the said Shop with all heritable transferable rights therein; AND

WHEREAS all the brothers viz Deoram, separated brother Bhuraram, Bachelor brother Champalal and Shri. Jagannath have expired as on date. The portion of the property sold to Late Deoram and his two sons without any share in land whatsoever is owned by his two sons Shri. Tulsiram and Shri. Narayan while Shri. Bhuraram having already separated has no share in the said property and share of Shri. Champalal in the said property has gone to the Third son of Shri. Jagannath viz Ashok Jagannath Trivedi, the Owner hereinabovenamed and the share of Late Shri. Jagannath has given to his sons viz. Mohan, Ashok, Bhaskar and Naresh; AND

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WHEREAS Late Shri. Jagannath Shivram Trivedi during his life time had Gifted four Shops bearing No. 1,2,3 and 4 situated on the Ground Floor of the building facing West High Court Road being on the Western Portion of the said Plot Sr. No. 1 to 4 from North to South each Shop admeasuring 10 Ft. x 25 Ft. equal to 250 Sq.Ft. thus totaling 1000 Sq.Ft. (OR 92.9 Sq.Mtrs.) being on the GROUND FLOOR of the building to his son viz Shri. Mohan Jagannath Trivedi by a Gift Deed Dated 25-3-1982, which is duly Registered in the Office of the Joint Sub-Registrar-1, Nagpur in Book No. I at Sr. No. 1684 on even date; AND

WHEREAS in the like manner the said Shri. Jagannath S/o Shivram Trivedi lateron Gifted a Hall covering a Built-up area of 1200 Sq. Ft. (OR 111.48 Sq. Mtrs.) on the GROUND AND MEZZANINE FLOOR out of the said building standing on Plot No. 239 to his Son namely Shri. Naresh Trivedi by a Gift Deed Dated 7-5-1987, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur City-1 in Book No. 1 at

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Sr. No. 1782 on even date. The said Shri. Jagannath S/o Shivram Trivedi also Gifted a Hall covering a Built-up area of 1100 Sq.Ft. (OR 102.19 Sq.Mtrs.) on the GROUND FLOOR on the said Plot No. 239 to his another Son namely Shri. Bhaskar S/o Jagannath Trivedi by a Gift Deed Dated 7-5-1987; AND

WHEREAS the aforesaid Shri. Jagannath S/o Shivram Trivedi left for heavenly abode on 18-8-1995 and consequent upon his death/demise the aforesaid property (Excluding the property so allotted/Gifted to Shri. Mohan and Shri. Naresh by Late Shri. Jagannath S/o Shivram Trivedi during his life time) devolved upon his Widow Smt. Jamunabai, Four sons namely (i) Shri. Mohan (ii) Shri. Ashok, (iii) Shri. Bhaskar and (iv) Shri. Naresh and only daughter namely Mrs. Meera W/o Sukhlal Trivedi by way of intestate succession, being the only legal heirs of the deceased; AND

WHEREAS on expiration of the Original term of Lease the Nagpur Improvement Trust, Nagpur lateron extended the same for a further term/period commencing from 1-4-1977 and ending on 31-3-2007 by executing a Renewed Indenture of Lease regarding the aforesaid property in favour of Smt. Jamunabai Wd/o Late Shri. Jagannath Trivedi and her aforesaid 4 sons and daughter jointly on 1-8-1997, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-8 in Addl. Book No. 1, Volume No. 760 on Pages 71 to 74 at Sr. No. 2449(P) on 12-8-1997; AND

WHEREAS the aforesaid Smt. Jamunabai Wd/o Late Shri. Jagannath Trivedi and her Daughter namely Mrs. Meera W/o Sukhlal Trivedi lateron Relinquished all their respective rights, title and interest in respect of the aforesaid property in favour of (i) Shri. Mohan (ii) Shri. Ashok (iii) Shri. Bhaskar and (iv) Shri. Naresh all sons of Late Shri. Jagannath Trivedi by a Release Deed Dated 1-8-1997, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur-8 in Addl. Book No. 1, Volume No. 741 on Pages 105 to 108 at Sr. No. 1986(P) on even date. As a result therefore the Owner alongwith his aforesaid 3 Brothers namely (i) Shri. Mohan (ii) Shri. Ashok and (iii) Shri. Bhaskar became the Joint/Co-owners of the aforesaid property each of them having the Undivided 1/4th share and interest therein with heritable and transferable rights; AND

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WHEREAS the aforesaid Shri. Mohan S/o Late Shri. Jagannath Trivedi, Shri. Bhaskar S/o Late Shri. Jagannath Trivedi and Shri. Naresh S/o Late Shri. Jagannath Trivedi lateron jointly transferred their UNDIVIDED 75.00 PERCENT share and interest (i.e. Undivided 25% share belonging to each of them) in the said Nagpur Improvement Trust Leasehold Plot No. 239 TOGETHERWITH the Undivided 75% share in the existing structure standing thereon covering a Built-up area of 603.85 Sq. Mtrs. by way of Sale to M/S. GOLECHHA HOUSING AND INFRASTRUCTURE (P) LIMITED, the Developer hereinabovenamed, by a Sale Deed Dated 20-11-2010, which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5641 on even date. As a result therefore the Owner and the Developer hereinabovenamed

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