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THE JOINT SUB-REGISTRAR, CLASS-II, NAGPUR CITY NO.1

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. ASHWIN S/o WARDHAMAN GOLECHHA, Aged 41 Years, Occupation - Business, Resident of M-6, Rani Laxminagar, Nagpur, Tahsil and District - NAGPUR, hereinafter called the PURCHASER, 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 OTHER 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 Vendors 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

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

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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 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 Jagannath viz. Ashok Jagannath Trivedi the Vendor No. 2 herein as per the Will of Late Shri. Champalal and accordingly the Vendor No. 2 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 Tulsiram and Narayan while Bhuraram having already separated has no share in the said property and share of Champalal in the said property has gone to the Third son of Jagannath viz Ashok Jagannath Trivedi 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, the Vendor No. 1 hereinabovenamed by a Gift Deed Dated 25-3-1983, 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. As a result therefore the Vendor No. 1 hereinabovenamed has now become an exclusive, absolute and full Owner of the said property with heritable and transferable rights therein; AND

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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

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the GROUND AND MEZZANINE FLOOR out of the said building standing on Plot No. 239 to his Son namely Shri. Naresh S/o Jagannath Trivedi, the Vendor No. 4 hereinabovenamed 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 Sr. No. 1783 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, the Vendor No. 3 hereinabovenamed by a Gift Deed Dated 7-5-1987. As a result therefore the Vendors No. 3 and 4 hereinabovenamed have now become the Owners of their respective Premises with heritable and transferable rights therein; 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 alloted/Gifted to Vendors No. 1 and 4 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 (the Vendors No. 1 to 4 hereinabovenamed) 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

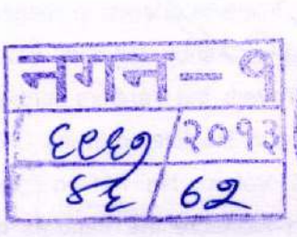
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WHEREAS the aforesaid Smt. Jamunabai Wd/o Late Shri. Jagannath Trivedi and her Daughter namely Mrs. Meera W/o Sukhlal Trivedi lateron Relinquished all their respective rights, title and interest in respect of the aforesaid property in favour of (i) Shri. Mohan, (ii) Shri. Ashok, (iii) Shri. Bhaskar and (iv) Shri. Naresh all sons of Late Shri. Jagannath Trivedi, the Vendors hereinabovenamed, 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 Vendors hereinabovenamed have now become the Joint/Co-owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records; AND

WHEREAS the aforesaid property is presently occupied by various Tenants and it is neither possible, nor convenient for the Vendors to evict/eject them either by due process of law or by amicable settlement; AND

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WHEREAS in the aforesaid circumstances the Vendors have now jointly decided to Sell the aforesaid property strictly on "AS IS WHERE IS BASIS" to any interested buyer and to utilise the sale proceeds thereof in their best interests and for the benefits of their respective family members; AND

WHEREAS the Vendors being thus desirous of selling the said property and the Purchaser hereinabovenamed having expressed its desire and willingness to purchase the same on AS IS WHERE IS BASIS alongwith the liability of the existing Tenants for a fairly good price, the Vendors after detailed negotiations have now jointly decided to sell the same to the Purchaser for a total consideration of Rs. 3,21,00,000/- (Rupees Three Crore Twenty One Lac) Only upon the following terms and conditions.

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NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) THAT the VENDORS will SELL and the PURCHASER will BUY 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.) TOGETHERWITH the existing 30 Years old structure standing thereon covering a Built-up area of 603.85 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easmentary rights appurtenant and belonging thereto, bearing Corporation House No. 518, 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 and more particularly described in the Schedule hereunder written.

(2) THAT the total price agreed is Rs. 3,21,00,000/-(Rupees Three Crore Twenty One Lac) Only which the Purchaser has already paid to the Vendors in the following manner :-

MANNER OF PAYMENT :-

Rs. 3,21,00,000.00 (Rupees Three Crore Twenty One Lac) Only paid by the Purchaser to the Vendors from time to time by various Cheques upto the date of Registration of this Agreement, the receipt whereof is hereby acknowledged by the Vendors.

Rs. 3,21,00,000.00 **(TOTAL RUPEES THREE CRORE TWENTY ONE LAC ONLY).**

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THAT it is agreed by the Purchaser that it will provide one Shop Premises admeasuring about 500 Sq.Ft. of carpet area to the Vendor No. 2 namely Shri. Ashok S/o Late Shri. Jagannath Trivedi of his choice as a First preference immediately on getting the revised building plan sanctioned for the commercial building complex to be constructed by the Purchaser on the said property @ Rs. 5000/- Per Sq.Ft.

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(3) THAT the Vendors have agreed to sell and the Purchaser has agreed to buy the aforesaid property strictly on "AS IS WHERE IS BASIS".

(4) THAT the Vendors assure the Purchaser that the property hereby agreed to be sold is their separate 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.

(5) THAT it is specifically understood and agreed by the Purchaser that it shall be its sole liability and responsibility to evict/eject the existing Tenants either by due process of law or by amicable settlement exclusively at its own costs, expenses, consequences and risk.

(6) THAT the sale will be free form encumbrances of all kinds whatsoever and also free from payment of Ground Rent, Corporation Taxes, Cesses, Electricity and Water Charges and all other outgoings etc. levied on the property hereby agreed to be sold and payable by the Vendors upto the date of Registration of the Sale Deed.

(7) THAT the Vendors shall answer all the reasonable requisitions on the title to be made by the Purchaser and shall establish good, valid and marketable title to the property hereby agreed to be sold.

(8) THAT the property hereby agreed to be sold is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission shall be discovered, the same shall not annul this Contract/Agreement, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

(9) THAT the Vendors shall obtain a No Objection Certificate/Consent Letter from the Nagpur Improvement Trust and produce the same at the time of Registration of the Sale Deed, if considered necessary.

(10) THAT the Vendors shall produce a Declaration Under Section 27 of the Urban Land (Ceiling and Regulation) Act, 1976 in duplicate and a Sworn Affidavit in the prescribed form at the time of Registration of the Sale Deed.

(11) THAT the Vendors shall deliver the actual physical possession of the Portion of the aforesaid property under their occupation in vacant condition and the symbolic/constructive possession of the tenanted premises to the Purchaser or its nominee(s) at the time of Registration of the Sale Deed.

(12) THAT the sale will be completed within 12 (TWELVE) Months from the date hereof by the Vendors executing a proper Sale Deed relating to the aforesaid property hereby agreed to be sold in favour of the Purchaser or its nominee(s).

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(13) THAT if the Vendors fail or neglect to fulfill and observe the obligations on their part as contained hereinabove or otherwise required by law and to execute a Sale Deed relating to the aforesaid property in favour of the Purchaser or in favour of its nominee(s) within the time stipulated hereinabove, then in such event the Purchaser shall be entitled to enforce specific performance of this Contract/Agreement by instituting legal proceedings against the Vendors and in such event they will be liable to pay all costs and damages to the Purchaser. The Vendors hereby jointly and severally declare that they have thus finally settled their accounts and they have now nothing to receive from the Purchaser against the instant transaction of sale.

(14) THAT the Vendors hereby assure the Purchaser that they shall remove the existing Hoarding installed on the aforesaid property well before the Registration of the Sale Deed exclusively at their own costs and expenses.

(15) THAT the Vendors shall deliver all the Original documents relating to the aforesaid property to the Purchaser at the time of Registration of the Sale Deed.

(16) THAT this Agreement is subject to the Jurisdiction of the Competent Civil Court at Nagpur.

(17) THAT all expenses on account of preparation of this Agreement and Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Purchaser.

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SCHEDULE REFERRED TO ABOVE

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.) TOGETHERWITH the existing 30 Years old structure standing thereon covering a Built-up area of 603.85 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easmentary rights appurtenant and belonging thereto, bearing Corporation House No. 518, 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 and bounded as under :

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ON THE EAST	-	**LANE.**
ON THE WEST	-	**ROAD.**
ON THE NORTH	-	**PLOT NO. 238.**
ON THE SOUTH	-	**ROAD.**

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