Ch.NO.76
/Ch-NO.68

Monday, May 30, 2011
11:22:06 AM

**Original**
नोंदणी 39 म.
Regn. 39 M

# पावती

पावती क्र. : 4192

गावाचे नाव पिपळा

दिनांक 30/05/2011

दस्तऐवजाचा अनुक्रमांक नगन7 - 04012 - 2011

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव:लक्झोरा इन्फ्रास्ट्रक्चर प्रा.लि. तर्फे संचालक श्री ओमप्रकाश बसंतीलाल गोयंका - -

| | | |
|---|---|---|
| नोंदणी फी | :- | 20000.00 |
| नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (37) | :- | 740.00 |
| **एकूण** | रु. | 20740.00 |

DELIVERED

आपणास हा दस्त अंदाजे 11:36AM ह्या वेळेस मिळेल

दुय्यम निंबधक
नागपूर 7

बाजार मुल्य: 116045500 रु. मोबदला: 116045300रु.
भरलेले मुद्रांक शुल्क: 0 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: स्टेट बँक ऑफ त्रावणकोर नागपूर;
डीडी/धनाकर्ष क्रमांक: 001555; रक्कम: 30000 रू.; दिनांक: 27/05/2011

Monday, May 30, 2011

11:25:58 AM

# पावती

*Original*
नोंदणी 39 म.
Regn. 39 M

दस्तऐवजाचा अनुक्रमांक नगन7-4012-2011 पावती क्र. : 442

गावाचे नाव पिपळा दिनांक 30/05/2011

अर्जाचा अनुक्रमांक नगन7 - 07316 -

दस्ता ऐवजाचा प्रकार अभिहस्तातंरणपत्र

सादर करणाराचे नाव:लक्झोरा इन्फ्रास्ट्रक्चर प्रा.लि. तर्फे संचालक श्री ओमप्रकाश वसंतीलाल गोयंका - -

न्युन आकारित फीची वसुली :- 10000.00

एकूण रु. 10000.00

DELIVERED

दुय्यम निबंधक
नागपूर 7

7/8092/36



**Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958**

Office of the
Collector of Stamps, Nagpur (City)
Case No. Adj. 266/2010-11.
Dated 1/2/2011

Shri/Smt./M/s. Luxora Infrastructure Pvt. Ltd.
Residing at ... Mumbai
Market Value of Rs. 11,60,45,500/-
Stamp Duty of Rs (26,11,024/- Twenty Six Lakh Eleven thousand twenty Four only
Vide Claim No. 6384/2 Dated 18/5/2011
Certified under Section 32 (1) (b) of the Bombay Act 1958 that the full duty of Rs (26,11,024/- Twenty Six Lakh Eleven thousand twenty four only with which instrument is chargeable has been paid vide Article No. 23(b)(i)(C)(f) of Schedule I.

This Certificate is subject to the provision of section 53 (A) of Bombay Stamp Act, 1958

Place : NAGPUR
Date : 20/5/11

COLLECTOR OF STAMPS
NAGPUR (CITY)

Jt. Dist. Registrar CL-I & Collector of Stamps * NAGPUR CITY *

# *SALE DEED*

**VALUED AT RS. 11,60,45,300/-**

**(RS. ELEVEN CRORE SIXTY LACS FOURTY FIVE THOUSAND THREE HUNDRED ONLY)**

**THIS SALE DEED** is executed at Nagpur on this 30TH day of MAY 2011

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2, NAGPUR RURAL NO.1

**BY AND BETWEEN:**

**01. CADENCE ORCHARDS PRIVATE LIMITED,** a company registered under The Companies Act 1956 & having its registered office at 23-A, Sai Classic, Opp. Sabnis Hospital, Mulund (East), Mumbai – 400081 acting through it's authorized Director **SHRI VINAY S/O RANCHHODDAS RATHI,** aged about 34 years, Occupation : Agriculturists/ Business, here-in-after known and referred to as **"THE SELLER"** which expression shall unless repugnant to the context or meaning thereof always mean and include it's Directors, share Holders, legal representatives, executors, administrators, successors and Assigns, of THE FIRST PART, {PAN : AADCC1863D}, **AND;**

**02. LUXORA INFRASTRUCTURE PRIVATE LIMITED,** a company registered under The Indian Companies Act 1956 & having its registered office at : 208, Parvati Industrial Estate, Sunmill Compound, Lower Parel (West), Mumbai - 13 acting through it's authorized Directors **SHRI OMPRAKASH S/O BASANTILAL GOENKA,** and/or **SHRI CHAITAINYA S/O NANDLAL PAREKH,** and/or **SHRI DEEPAK S/O MAHADEV VASANDANI,** 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 it's Directors, Share Holders, Legal Representatives, executors, Administrators, Successors and Assigns, of the SECOND PART, AND; {PAN : AABCL2854K}

**WHEREAS,**

A. The SELLER has represented to the PURCHASER that it is the absolute owner of and is absolutely seized and possessed of and well and sufficiently entitled to the piece and parcel of agricultural lands admeasuring about 4.04 Hectares (as per the latest 7/12 extracts), situated at Mauza : PIPLA, with Occupant Class I Bhumiswami Rights, situated at Grampanchyat : Pipla, P. H. No. 38, Tahsil : Nagpur (Rural) District : Nagpur and more particularly and collectively described in the **FIRST Schedule** hereunder written and the boundaries whereof are described in the **SECOND Schedule** hereunder written, and shown demarcated in Red coloured hatched lines on the Plan hereto marked and annexed as **Annexure A**:

(1) Land bearing Khasra Survey No. 63/3, admeasuring about 0.66 Hectares out of entire Khasra admeasuring about 2.70 Hectares (as per the latest 7/12 extracts),

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२/३६

(2) Land bearing Khasra Survey No. 76 admeasuring about 2.06 Hectares (as per the latest 7/12 extracts),

(3) Land bearing Khasra Survey No. 68 admeasuring about 1.32 Hectares (as per the latest 7/12 extracts),

B. The SELLER has represented that it has purchased and acquired the said Properties from their respective owners in the following manner:

1. The SELLER has represented that it has purchased the portion of Khasra Survey No. 63/3, admeasuring about 0.66 Hectares from Mewalal Rameshwar Thakur out of entire Khasra admeasuring about 2.70 Hectares by Registered Sale Deed dt. 12.08.2008 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 5011 dt. 12.08.2008. The name of the SELLER is mutated in all revenue records relating to the aforesaid land as the sole and exclusive owner thereof.

2. The SELLER has represented that it has purchased and acquired the land bearing Kh. No. 76 by two separate Sale Deeds viz. (i) Sale Deed dt. 31.03.2008 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 5020 dt. 12.08.2008 for the Portion of land admeasuring about 0.84 Hectares and (ii) Sale Deed dt. 31.03.2008 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 5021 dt. 12.08.2008 for the Portion of land admeasuring about 0.81 Hectares (iii) Sale Deed dt. 31.03.2008 and Deed of Confirmation dt. 15.09.2008 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 5957 dt. 16.09.2008 for the portion of land admeasuring about 0.41 Hectares. The name of the SELLER is mutated in all revenue records relating to the aforesaid land in all admeasuring about 2.06 Hectares as the sole and exclusive owner thereof.

3. The SELLER has purchased the Khasra Survey No. 68 admeasuring about 1.32 Hectares from Vedbhumi Builders and Developers by Registered Sale Deed dt.19.05.2009 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 3590 dt. 19.05.2009. The name of the SELLER is mutated in all revenue records relating to the aforesaid land as the sole and exclusive owner thereof.

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C. The SELLER has represented to the PURCHASER that the title of the Seller to the said Properties is clear, marketable and free from all encumbrances, charges, demands, claims and litigations.

D. The PURCHASER is Private Limited Company having it's main object of carrying out the business of development/ construction of buildings, developing of special integrated townships/ projects as a special purpose vehicle (SPV) and special economic zones in accordance with the policies laid down by the government and various rules and regulations, AND;

E. That the Govt. of Maharashtra vide Notification dt.17.02.2006 No. TPS-2405 Nagpur R.P. DCR-UD-9 has sanctioned Special Regulations for special Township in area under Nagpur Regional Plan according to which the PURCHASER has submitted a proposal for developing integrated special Township for 100 H. R. area from Mauza: Pipla, Tahsil : Nagpur (Rural) District : Nagpur after obtaining consent letters with respective land owners including the SELLER who has agreed to provide to the Purchaser aforesaid land situated within the limits of Grampanchyat : Pipla, P. H. No. 38, Tahsil : Nagpur (Rural) District : Nagpur for enabling the Purchaser to set up the project of integrated Township thereon.

F. That the Govt. of Maharashtra through Urban Development Department has sanctioned the proposal for special Township as submitted by the PURCHASER and has issued a Notification bearing No. TPS/2407/2045/CR-233/07/UD9 dt. 29.02.2008 to that effect and Published in Govt. Gazette on 20.03.2008 attached herewith as Annexure B to this Deed of Sale.

G. The Seller is accordingly desirous of selling and transferring in favour of the Purchaser the said Properties as per the terms agreed between them for an agreed consideration.

H. The SELLER has agreed to sell and transfer in favour of the PURCHASER and based on the representation made by the SELLER, the PURCHASER has agreed to purchase and acquire from the SELLER, the said Properties with a clear and marketable title free from all encumbrance, claims, demands, charges and litigations, for a total agreed consideration of RS. 11,60,45,300/- (RS. ELEVEN CRORE SIXTY LACS FOURTY FIVE THOUSAND THREE HUNDRED ONLY) and the SELLER has for such

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purpose agreed to execute a Sale Deed selling and transferring the said Properties in favour of THE PURCHASER. The SELLER has represented to the PURCHASER that the areas of the said Properties is same as is reflected in the revenue records.

I. The PURCHASER has paid to the SELLER the entire agreed sale consideration payable to the SELLER hereunder at the time of execution of this Sale Deed and has now requested the SELLER to execute this Sale Deed in favour of PURCHASER for selling and transferring all it's rights, title and interest in the said Properties in favour of the PURCHASER as an absolute owner thereof.

**NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS:**

01. That in consideration of aforesaid agreement and the total sum of RS. 11,60,45,300/- (RS. ELEVEN CRORE SIXTY LACS FOURTY FIVE THOUSAND THREE HUNDRED ONLY) paid by the PURCHASER to the SELLER by Cheques/R.T.G.S. of UTI, Axis and H.D.F.C. Bank, Mumbai and as stated in the manner appearing hereinbelow, (the receipt whereof the SELLER do hereby acknowledges and discharges the Purchaser there from forever):

| AMOUNT | RTGS/CHEQUE NO. | DATED | BANK |
|---|---|---|---|
| 1,00,00,000/- | 581607 | 28.03.2008 | UTI |
| 4,25,00,000/- | utibh08215626083 | 01.08.2008 | H.D.F.C. |
| 2,00,00,000/- | UTIBH1100305712 | 13.01.2011 | AXIS Bank Ltd. |
| 1,50,00,000/- | UTIBH 11115034345 | 25.04.2011 | —"— |
| 1,50,00,000/- | UTIBH 11115034620 | 25.04.2011 | —"— |
| 1,35,45,300/- | UTIBH 11115035434 | 25.04.2011 | —"— |
| 1160,45300/- | TOTAL AMOUNT PAID | | |

The Seller doth hereby grants, assigns, conveys and transfers in favour of the PURCHASER the said Properties being all that piece and parcel of Agricultural land in all admeasuring about 4.04 Hectares situated at Mauza : PIPLA, with Occupant Class I Bhumiswami Rights, situated at Grampanchyat : Pipla, P. H. No. 38, Tahsil : Nagpur (Rural) District : Nagpur and more particularly and collectively described in the **Schedule** hereunder

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written and shown demarcated in Red hatched lines on the Plan marked and annexed hereto as **Annexure A TOGETHER -WITH** all and singular fences, compound walls, courtyards, areas, compounds, sewers, drains, ditches, fences, standing crops, trees, plants, shrubs, ways, paths, passages, commons, gullies, wells, water, water-courses, lights, liberties, privileges, easementary right (including like Road, Dhura etc), profits, advantages, rights, members and appurtenances whatsoever to the said Properties or any part thereof belonging or in any wise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or members thereof and to belong or be appurtenant thereto **AND ALL THE ESTATE**, right, title, interest use, inheritance, property, possession, benefit, claim and demand whatsoever at law and in equity of the Seller into or upon the said Properties or any part thereof AND also together with all the deeds, documents, writings, vouchers, and other evidences of the title in relation to the said Properties **AND TO HAVE AND TO HOLD** all and singular the said Properties hereby granted, released, transferred, sold, conveyed and assured or intended or expressed so to be with their and every of their right, members and appurtenances **UNTO AND TO THE** use and benefit of the Purchaser its successor and assigns, 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. The SELLER does hereby covenant with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the SELLER or by any person or persons lawfully and equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the SELLER has in itself good right, full power and absolute authority to grant, release, convey, assign, transfer and assure the said Properties hereby granted, released, conveyed, assigned, transferred and assured or intended so to be unto and to the use of the Purchaser in the manner aforesaid.

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६ | ३६

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR RURAL NO.2

03. The SELLER does hereby further covenants with the PURCHASER that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, use occupy possess, have, and enjoy the said Properties hereby granted conveyed transferred and assured with their appurtenances and receive the rents, issues and profit thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, disturbance, claim and demand whatsoever from or by the Seller or it's share holders, executors, administrators and assignees or any of them from or by any persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them.

04. The SELLER does hereby covenant with the PURCHASER that the SELLER shall from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said Properties and every part thereof in favour of the Purchaser and/or it's assigns as shall or may reasonably be required by the Purchaser or its successors or assigns or Counsel in law

05. The SELLER has represented to the PURCHASER that the SELLER has paid and discharged upto this date all dues with respect to agricultural assessments, Cesses charges and all other outgoings encumbrance, claims, demands, etc. on the said Properties hereby sold and the SELLER hereby covenants with the PURCHASER that in the event if it is discovered that there are any subsisting arrears to be paid or any encumbrance, claims, demands, estate and title of any kind whatsoever existing on the said Properties, then the SELLER shall pay and discharge the same at its own cost and expense and in this regards the Seller shall keep the PURCHASER always indemnified against any losses, damages, cost, expense and consequences of any nature whatsoever which shall be suffered or caused to the PURCHASER, its successors and assigns.

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SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR RURAL NO.7

06. The SELLER further represents and assures to the PURCHASER as follows:

(a) That the said Properties hereby sold are it's separate and self acquired properties belonging to it alone. SELLER has enjoyed the continuous and uninterrupted quiet possession, use and operation of the said Properties, without material complaint or objection by any person;

(b) That none except the SELLER has acquired any manner of right, title, interest, claim, demand of any kind whatsoever in respect of the Properties.

(c) That the SELLER has not transferred or agreed to be transferred the said Properties or any part thereof by way of sale, agreement for sale, Gift, Mortgage, Lease, Sub- Lease, Tenancy, License, Development Agreement, Lien or in any other manner whatsoever to any body else till date nor the same has been given as security to any one.

(d) That SELLERS title to the said Properties is clear saleable and marketable and free from all encumbrance, charges, claims and demands whatsoever. There are no defects in the title of SELLER to the said Properties. There are no unrecorded or undisclosed documents or other matters which affect the title of SELLER to the said Properties.

(e) That there is no attachment, acquisition, requisition, trust, easements, reservation of any nature whatsoever in or upon the said Properties or any part thereof.

(f) That the said Properties are not under any scheme of the Government nor any notices have been received nor any litigation, arbitration or proceedings are pending or anticipated or threatened before any court or administrative agency or revenue or other tribunal nor any cases are pending in any civil / Revenue Courts or any other court

(g) There is no condition that relates to or affects the Property and/or SELLER'S performance hereunder or Purchaser's intended use of the

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Properties, or which will result in a lien, charge, encumbrance or judgment against any part of or any interest in the Properties.

(h) That there are no outstanding taxes, demands, dues, charges, encumbrances, claims, demands etc. in respect of the said Properties.

(i) That the SELLER has not done any act whereby his right, title and interest in the said Properties is in any manner prejudicially affected. The holding of the said Properties by the SELLER and the owners title to the said Properties is not affected by the land ceiling laws.

(j) That the said Properties or any part thereof is not reserved for any Public Purpose or for rehabilitation of project affected persons and the said Properties or any part thereof is not a reserved forest.

(k) That the execution and delivery of this Sale Deed shall vest the said Properties in favour of the PURCHASER as owner thereof, with a good and absolute title, with a clear and marketable title and from clear of all liens, encumbrances and adverse claims;

(l) There are no pending application for changes in the zoning affecting said Properties, and SELLER has received no notification that any governmental authority has determined that there are any zoning violations with respect to the said Properties.

(m) That Recitals form integral part of this Sale Deed.

07. The SELLER has simultaneously with the execution of this Sale Deed delivered to the PURCHASER the actual physical and legal possession of the said Properties hereby sold to the PURCHASER in quite, vacant and peaceful condition and the PURCHASER has taken over the same. The SELLER has also simultaneously with the execution of this Sale Deed delivered to the PURCHAER all the original Title Deeds, documents and papers relating to the said Properties. The SELLER has already cleaned the said properties and done the levelling and dressing and also done the fencing of the properties on site and has complied with all other commitments done by it.

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६/३६

SEAL OF THE JOINT SUB-REGISTRAR, CLASS-2, NAGPUR RURAL NO.7

08. The SELLER agrees that it will support all applications which shall be made by the PURCHASER for mutation of name on the said Properties 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.

09. The said Properties hereby sold are 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 sale, but all the same such mis-statement, error or omission will always be subject to correction by the parties hereto.

10. The SELLER has sold the said Properties which are agricultural Lands, for the purpose of integrated township to be developed by the PURCHASER COMPNAY under the special township scheme of Govt. of Maharashtra. Under the said scheme the PURCHASER COMPANY has all rights to purchase agricultural lands upon issuance of Locational clearance in respect thereof. Upon issuance of Locational clearance it is not necessary for the PURCHASER COMPANY to complete the formality of purchase of said land as a non Agriculturist. Accordingly the SELLER has all rights to sell the said Properties to the PURCHASER under this Sale Deed.

11. The SELLER hereby agrees and undertakes that it shall keep the Purchaser harmless and indemnified for all time to come from and against any losses, damage, claims, demands, costs, expenses and consequences which shall be caused or suffered by the Purchaser or its successor in title or assigns arising on account of the breach of the representation and covenants made by the Vendor herein and/or any of the representation being found to be incorrect, false or untrue and/or the PURCHASER is deprived of the whole or any part of the said Properties hereby sold by reason of any defect found in the title of the SELLER or its predecessor in title or any encumbrance or charge on the same.

12. All the expenses on account of payment of Stamp Duty and Registration Fees and other related expenses relating to this Sale Deed are borne and paid by PURCHASER. The Company has purchased the said lands for establishing the Special Township Scheme (Public Housing), Development of integrated towns as detailed in the Government Notification issued by the

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१० / ३६

Urban Development Department, Mantralaya, Mumbai under the Maharashtra Regional & Town Planning Act, 1966 published in the Govt. Gazzatte dt. 16.03.2006 bearing No. TPS-2405-Nagpur R. P. DCR-UD-9. and Revenue and Forest Department Order dt. 15.01.2008. That under the said Notification and Order the Govt. has given the 50% concession of the Stamp Duty payable on the documents of Conveyance executed for the Notified Special Township. Hence on this document of conveyance which is being executed in favour of the PURCHASER Company for establishing the Notified Township as per the above Notification, The concession of the 50% of the Stamp Duty payable is taken and accordingly the Stamp duty is paid on this Document.

## FIRST SCHEDULE
## (THE SAID PROPERTIES)

ALL THAT piece and parcel of Agricultural land as stated here-in-below in all admeasuring about 4.04 Hectares on as is basis and where is basis described hereunder in the chart showing Field Survey Nos. and the area sold situated at Mauza : PIPLA, with Occupant Class I Bhumiswami Rights, situated at Grampanchyat : Pipla, P. H. No. 38, Tahsil : NAGPUR (RURAL) District : NAGPUR together with standing crops, trees, anything and everything standing thereon along with all rights of easements like Road, Dhura etc.

| SR. NO. | KHASARA NO. | AREA IN HECTARES |
|---|---|---|
| 01. | 63/3 | 0.66 |
| 02. | 68 | 1.32 |
| 03. | 76 | 2.06 |
| | TOTAL AREA | 4.04 |

## SECOND SCHEDULE
## (Boundaries of the said Properties)

| SR. NO. | KHASARA NO. | BOUNDARIES TOWARDS : |
|---|---|---|
| 01. | 76 | ON NORTH : KH. NO. 77<br>ON EAST : KH. NO. 75/2, 70<br>ON WEST : KH. NO. 65/3<br>ON SOUTH : KH. NO. 67 |
| 02. | 68 | ON NORTH : KH. NO. 70<br>ON EAST : KH. NO. 71<br>ON WEST : KH. NO. 67 and 49<br>ON SOUTH : KH. NO. 48 and 49 |

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३१/२३६

| | | |
|---|---|---|
| 03. | 63/3 | ON NORTH : KH. NO. 63/1<br>ON EAST : KH. NO. 66/2<br>ON WEST : GHOGALI SHIV<br>ON SOUTH : REMAINING PORTION OF KH. NO. 63/3 |
| | | |

IN WITNESS WHEREOF, WE the parties said above have placed our signatures on this Deed of Sale on the day first hereinabove written.

SIGNED & DELIVERED by within )
named CADENCE ORCHARDS )
PRIVATE LIMITED through the )
hands of it's authorized person )
MR. VINAY R. RATHI in presence )
Of Shri Anil Chindhuji Satram wad. )

**SELLER**

SIGNED & DELIVERED by within )
named LUXORA INFRASTRCTURE )
PRIVATE LIMITED through the )
hands of it's authorized person )
SHRI OMPRAKASH B. GOENKA, OR )
SHRI CHAITANYA N. PAREKH, OR )
SHRI DEEPAK M. VASANDANI )
in presence )
of Shri Vivek Eknath Sahare )

**PURCHASER**

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# ANNEXURE - A


मौजा - पिपला
तहसील- नागपूर
जिल्हा- नागपूर
Collector of Stamps
SUB-REGISTRAR CLASS-I NAGPUR RURAL
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१३ / ३७