Kh.No.79

...esday, January 31, 2012
5:32:13 PM

पावती

Original
नोंदणी 99 म.
Regn. 99 M

पावती क्र. : 770

गावाचे नाव पिपळा

दिनांक 31/01/2012

दस्तऐवजाचा अनुक्रमांक नगन7 - 00753 - 2012

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव:लवशुरा इन्फ्रास्ट्रक्चर प्रा.लि. तर्फे अधिकृत सही करणार श्री. चैतन्य नंदलाल पारेख; लोअर परेल, मुंबई - -

नोंदणी फी	:-	20000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (32)	:-	640.00
एकूण	रु.	20640.00

दस्त हजर केल्याचा दिनांक व वेळ 5:47PM

DELIVERED

दुय्यम निबंधक
नागपूर 7

बाजार मुल्य: 17573000 रु. मोबदला: 17879000रु.
भरलेले मुद्रांक शुल्क: 357950 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: उमिया अर्बन को ऑप बँक मर्या. नागपूर;
डीडी/धनाकर्ष क्रमांक: 060468; रक्कम: 30000 रू.; दिनांक: 31/01/2012

Gulaveli

sday, January 31, 2012
5:34:54 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

दस्तऐवजाचा अनुक्रमांक नगन7-753-2012 पावती क्र. : 87

गावाचे नाव पिपळा दिनांक 31/01/2012

अर्जाचा अनुक्रमांक नगन7 - 07812 -

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव:लक्ष्मी इन्फ्रास्ट्रक्चर प्रा.लि. तर्फे अधिकृत सही करणार श्री. चैतन्य नंदलाल पारेख, लोअर परेल, मुंबई

जादा नादणी फी अनुच्छेद 17	:-	10000.00
एकूण	रु.	10000.00

DELIVERED

दुय्यम निबंधक
नागपूर 7

UNIYA URBAN CO-OP. BANK
MYDT. NAGPUR, 1-4, SHREE
AMBE BUILDING, C.A.ROAD,
WARDHAMAN NAGAR,
NAGPUR-440 008.
D-5/STP(V)/C.R.1032/01/05/
579 TO 582

-1-

भारत 72670 SPECIAL ADHESIVE महाराष्ट्र
131381 JAN 31 2012
13:36
Rs.0357950/-PB5161
INDIA STAMP DUTY MAHARASHTRA

दस्ताचा प्रकार (Nature of Document)	Sale deed
दस्त नोंदणीचा तपशील (Registration Details) If Registrable Name of S.R.O.	Registered/Not Registrable M07
दस्ताचा यूनिक नंबर (Franking Unique No.)	131381
मिळकतीचे थोडक्यात वर्णन (Property Description in brief)	Mouza. Pipla, Sale 79.
	1,78,97,000/-
	Luxora. Infrastructure Pvt Ltd
	Kiran M. Khapare
	Platform
	3,57,950/- Three Lacs fifty seven thousand nine hundred fifty only

CLIENT'S Sign.....

M. M. Itankar

अमट मुद्रांक फ्रँकिंग अल्ट्रा व्हायलेट लॅम्प खाली तपासले व एस.एम.एस. संबंधित ~~प्राधिकृत अधिकारी~~ यांशी दुरध्वनीवरुन संपर्क साधून, मेळ बरोबर आढळून आला.

सह दुय्यम निबंधक, वर्ग-२
नागपूर-शहर क्र.७.

नगन - ७
६५२/२०१२
९/३२

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

SALE DEED

VALUED AT RS. 1,78,97,000/-

(RS. ONE CRORE SEVENTY EIGHT LACS NINETY SEVEN THOUSAND)

THIS **DEED OF SALE** is executed at Nagpur on this 31st day of JANUARY 2012 BY AND BETWEEN :

01. SHRI KISAN MOTIRAMJI KHOPDE, aged about 73 years, Occupation : Agriculturists, Resident of Ayodhyanagar, Nagpur, here-in-after jointly known and referred to as **"SELLER"** which expression shall unless repugnant to the context or meaning thereof always mean and include the SELLER as well as his heirs, legal representatives, executors, administrators, successors and assignees of the FIRST PART, AND; {PAN : ASCPK2124P}

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,** 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}

03. RAMSONS CASTING PRIVATE LIMITED, a Company incorporated under The Companies Act, 1956, acting through authorised Director **SHRI RAJESH S/O RAMSWAROOP SARDA,** aged about 41 years, Occupation : Business, having registered Office at Neeti Gaurav, Central Bazar Road, Ramdaspeth, 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 it's Directors, shareholders, legal representatives, executors, administrators, successors and assigns of THE THIRD PART, AND; {PAN : AAACR9195E}

04. GHANSHYAM CULTIVATOR PRIVATE LIMITED, a Company incorporated under the provisions of The Companies Act, 1956, acting through it's authorized Signatory **SHRI KAPIL S/O RAJKUMAR CHANDAK,** aged about 27 years, Occupation : Business/Agriculturist, having registered office at Shop No. 23 Part A Sai Classic Near Palm Acre Society, Mulund (East) Mumbai, here-in-after known and referred to as **"CONFIRMING PARTY"** which expression shall unless repugnant to the context or meaning thereof always mean and include CONFIRMING PARTY as well as it's Directors, shareholders, legal representatives, executors, administrators, successors and assigns of THE FOURTH PART, AND; {PAN : AADCG7507N}

नगन - ७
६५३/२०१२
२/३२

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

WHEREAS, the SELLER is the sole and exclusive owner of ALL THAT piece and parcel of land admeasuring about 0.46 Hectares, out of land bearing Khasra Survey No. 79, admeasuring about 1.89 Hectares, Land Revenue Rs. 6.83, with Occupant Class I Bhumiswami rights, situated at P. H. No. 38, Mauza : PIPLA, Tahsil : Nagpur (Rural), District : Nagpur and more particularly described in the Schedule here-under written, AND;

WHEREAS, originally the said land was owned by Shri Namdeorao Rawale and on his death the said agricultural land devolved upon his heirs Viz his wife Smt. Laxmibai Namdeorao Rawale, his sons Shri Manohar Namdeorao Rawle, Shri Prakash Namdeorao Rawle, and his daughter Smt. Swaraswati Deorao Dudhalkar in all admeasuring about 1.89 Hectares, AND;

WHEREAS, Smt. Laxmibai Namdeorao Rawale, Shri Manohar Namdeorao Rawle, Shri Prakash Namdeorao Rawle, Smt. Swaraswati Deorao Dudhalkar sold the said land admeasuring about 1.89 Hectares to Shri kisan Motiramji Khopde the SELLER here-in-above by a registered Sale Deed dt. 02.11.1988 registered with Sub Registrar Nagpur at Book No. Add.-1, Volume No. 154 at pages 26 to 31 at Sr. No. 4975 dt. 02.11.1988 and the name of the SELLER here-in is mutated in revenue records as the owner of the said land vide Ferfar No. 97 dt. 01.12.1988, AND;

WHEREAS, the SELLER applied before Sub Divisional Officer Nagpur u/s 29 of the Maharashtra Land Revenue Code, 1966 to include himself 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 owner as Occupant Class-I with Bhumiswami rights in respect of said land and the Sub Divisional Officer Nagpur in Rev. Case No. 86/LND-18/2000-01 included the owner as Occupant Class-I with Bhumiswami rights in respect of said land. The Revenue Authorities i.e. Patwari No. 38 has taken the change of the same as per Ferfar No. 402 dt. 25.11.2002, AND;

WHEREAS, the SELLER being not interested in retaining the said land sold the north-west portion of land admeasuring about 1.43 Hectares to others by Sale Deed dt. 24.07.2008 registered with Sub Registrar Nagpur at Book No. 1, at Sr. No. 4539 dt. 24.07.2008 and after sale of the said land the SELLER remained the owner of the land admeasuring about 0.46 Hectares, AND;

WHEREAS, the said land being not beneficial to the SELLER and the same can not be cultivated by them due to personal family matters and hence all of them agreed to transfer the same and utilise the sale proceeds thereof for the best interest of themselves and for purchase of another agricultural lands, AND,

नागपूर - ७
६४३/२०१२
३/३२

WHEREAS, the SELLER here-in agreed to sell the said property to the CONSENTOR here-in for a valuable consideration of Rs. Fifty Lacs Thirty Three Thousand and the SELLER here-in have received the entire consideration from the CONSENTOR, AND;

WHEREAS, the CONSENTOR having further assigned its rights to obtain the Sale Deed from the SELLER in favour of the CONFIRMING PARTY for a valuable consideration of Rs. One Crore Sixty Seven Lacs Seventy Nine Thousand and the CONFIRMING PARTY further assigned it's right to obtain the Sale Deed of the said land in favour of the PURCHASER here-in-above, and requested the SELLER and the CONSENTOR to execute Sale Deed relating to the said property in favour of the PURCHASER here-in-above and the SELLER , CONSENTOR having conceded to such request, have agreed to execute the Sale Deed of the said property directly in favour of the PURCHASER here-in-above as the nominee of the CONSENTOR and as per the directions of the CONFIRMING PARTY, AND;

WHEREAS, the SELLER have received the entire consideration for sale of said property from the CONSENTOR and the CONSENTOR has received back the consideration paid to the SELLER alongwith its gain from CONFIRMING PARTY, the receipt whereof SELLER and CONSENTOR having acknowledged to received same, AND;

WHEREAS, the CONFIRMING PARTY having received the consideration for sale of the said land paid to the CONSENTOR here-in from the PURCHASER has now directed the SELLER and the CONSENTOR to execute and register the Sale Deed of said entire property directly in favour of the PURCHASER, and have themselves became the party to this Sale Deed giving their consent for sale directly in favour of PURCHASER, AND;

WHEREAS, 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;

WHEREAS, 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, AND;

नगान - ७
६५३/२०१२
४/३२

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

WHEREAS, 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. 04.12.2008 to that effect and Published in Govt. Gazette on 04.12.2008 attached herewith as Annexure to this Deed of Sale, AND;

WHEREAS, it has now become necessary for the SELLER to execute and register the Sale Deed of the said land in favour of PURCHASER and transfer all rights, title and interest in the said property to the PURCHASER here-in-above as per the request of the CONSENTOR and CONFIRMING PARTY.

NOW THEREFORE, THIS DEED OF SALE WITNETSSETH AS FOLLOWS:

01. That in consideration of total sum of RS. 1,78,97,000/- (RS. ONE CRORE SEVENTY EIGHT LACS NINETY SEVEN THOUSAND ONLY) paid by the PURCHASER to the CONFIRMING PARTY in the manner appearing here-in-below, and the CONFIRMING PARTY in turn already paid the agreed consideration to the CONSENTOR, the receipt whereof the SELLER / CONSENTOR and the CONFIRMING PARTY do hereby acknowledges as beneficial owners thereof the SELLER doth hereby grants, assigns, conveys and transfers in favour of the PURCHASER the said Property being ALL THAT piece and parcel of land admeasuring about 0.46 Hectares, out of land bearing Khasra Survey No. 79, admeasuring about 1.89 Hectares, Land Revenue Rs. 6.83, with Occupant Class I Bhumiswami rights, situated at P. H. No. 38, Mauza : PIPLA, Tahsil : Nagpur (Rural), District : Nagpur and more particularly described in the **Schedule** hereunder 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 Property 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

नगन - ७
६५३/२०१२
५/३२

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

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 Property 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 Property **AND TO HAVE AND TO HOLD** all and singular the said Property 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.

MANNER OF PAYMENT

Amount	Utrn/Cheque No.	Dated	Bank Name
1,00,00,000/-	UTIBH 12031037922	31.01.2012	AXIS BANK LIMITED, MUMBAI
56,00,000/-	101981	10.03.2012	
22,97,000/-	101982	10.03.2012	
1,78,97,000/-			

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 have good right, full power and absolute authority to grant, release, convey, assign, transfer and assure the said Property 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.

नगन - ७
६५३/२०१२
६/३२

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

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 Property 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, 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 Property 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 Property 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 Property, 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.

नगन - ७
६५३/२०१२
७ / ३२

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

06. The SELLER/CONSENTOR/CONFIRMING PARTY further represents and assures to the PURCHASER as follows:

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

(b) That none except the SELLER and the CONSENTOR have acquired any manner of right, title, interest, claim, demand of any kind whatsoever in respect of the Property.

(c) That the SELLER/CONSENTOR has not transferred or agreed to be transferred the said Property 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 SELLER title to the said Property 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 Property. There are no unrecorded or undisclosed documents or other matters which affect the title of SELLER to the said Property.

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

(f) That the said Property 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

नगल - ७
६५३/२०१२
८/32

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

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

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

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

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

(k) That the execution and delivery of this Sale Deed shall vest the said Property 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 Property, and SELLER has received no notification that any governmental authority has determined that there are any zoning violations with respect to the said Property.

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

07. The SELLER have delivered the actual physical and legal possession of the said Property hereby sold to the PURCHASER in quite, vacant and peaceful condition at the time of the execution of this Sale Deed 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 Property.

नागपूर - ७
६५३/२०१२
१/३२

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 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.

09. The said Property 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 Property which are agricultural Land, 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 Property 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 SELLER 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 Property hereby sold by reason of any defect found in the title of the SELLER or his/their predecessor in title or any encumbrance or charge on the same.

नगन - ७
६५३/२०१२
१० / ३१

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