Kh. No-72

Tuesday, January 31, 2012

5:45:33 PM

पावती

Original
नोंदणी 39 म.
Regn. 39 M

पावती क्र. : 771

गावाचे नाव पिपळा

दिनांक 31/01/2012

दस्तऐवजाचा अनुक्रमांक नगन7 - 00754 - 2012

दस्ता ऐवजाचा प्रकार अभिहस्तातंरणपत्र

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

नोंदणी फी	:-	20000.00
नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (35)	:-	700.00
एकूण	रु.	20700.00

आपणास हा दस्त अंदाजे 6:00PM इथे परत मिळेल

DELIVERED

दुय्यम निबंधक
नागपूर 7

बाजार मुल्य: 37950000 रु. मोबदला: 73585000रु.
भरलेले मुद्रांक शुल्क: 1471700 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: उमिया अर्बन को ऑप बँक मर्या. नागपूर;
डीडी/धनाकर्ष क्रमांक: 060469; रक्कम: 30000 रु.; दिनांक: 31/01/2012

GPaveu

Tuesday, January 31, 2012

5:48:58 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

दस्तऐवजाचा अनुक्रमांक नगन7-754-2012 पावती क्र. : 88

गावाचे नाव पिपळा दिनांक 31/01/2012

अर्जाचा अनुक्रमांक नगन7 - 07813 -

दस्ता ऐवजाचा प्रकार अभिहस्तांतरणपत्र

सादर करणाराचे नाव:लक्झुरा ईन्फ्रास्ट्रक्चर 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 निंबधक
नागपूर 7

UMIYA URBAN CO-OP. BANK
MYDT. NAGPUR, 194, 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 72672 SPECIAL ADHESIVE महाराष्ट्र
157381 JAN 31 2012
13:37
Rs 1471700/- PB5161
INDIA STAMP DUTY MAHARASHTRA

दस्तऐवज प्रकार (Nature of Document)	Sale deed
बाजार मोबदलापात्र दस्तऐवज (Registration Details) If Registrable Name of S.R.O	Registrable/Non Registrable Nagpur 7
दस्तऐवज क्रमांक (Unique No.)	157381
मिळकतीचे वर्णन (Property Description)	Plot no 97
मोबदला रक्कम (Consideration Amount)	735 85 000
मुद्रांक शुल्क आकारणी करुन घेणाऱ्याचे नाव [Name]	Luxora Infrastructure-P Ltd
	Shri R Khopade
करुन देणाऱ्याचे नाव व पत्ता (If Through Name & Address)	Maharashtra
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (In Words)	14,71,700/- Fourteen lac seventy one thousand seven hundred only
प्रतिवादी अधिकाऱ्याची सही व शिक्का (Authorised Signature & Seal)	

M. Harde

CLIENT'S Sign.....

उपनिबंधक कार्यालय, कार्यालयीन लॅम्प
पावती व्यतिरिक्त / नोंदविलेल्या
मोबदल्याच्या संपर्क
सह दुय्यम निबंधक, वर्ग-२
नागपूर ग्रामीण क्र.७.

नगान ७
648 / २०१२
१ / 34

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

SALE DEED

VALUED AT RS. 7,35,85,000/-

(RS. SEVEN CRORE THIRTY FIVE LACS EIGHTY FIVE THOUSAND ONLY)

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

01. **SMT. SHOBHABAI W/O KISAN KHOPDE,** aged about 58 years, {PAN :

02. **SHRI SHRIKANT S/O KISAN KHOPDE,** aged about 24 years, {PAN : BMRPK8295B}

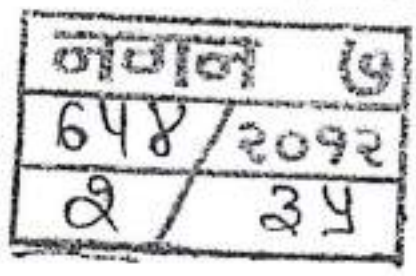
Both Occupation : Agriculturists, Resident of Ayodhyanagar, Nagpur, here-in-after jointly known and referred to as **"SELLERS"** which expression shall unless repugnant to the context or meaning thereof always mean and include the SELLERS as well as their heirs, legal representatives, executors, administrators, successors and assignees of the FIRST PART, AND;

03. **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}

04. **RAJARAM STEEL INDUSTRIES 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, {PAN : AAACR9196H}

05. **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, {PAN : AAACR9195E}

Both 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;



06. 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}

WHEREAS, the SELLERS are the co-owners of ALL THAT piece and parcel of land bearing Khasra Survey No. 77, admeasuring about 1.89 Hectares, Land Revenue Rs. 6.84, 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 being old Survey No. 89, 90, 92 in all admeasuring about 5.54 Hectares was owned by Shri Govinda brother Namdeo brother Mahadeo all sons of Bhiwa Rawale as per records of Jamabandi Record of 1954-55 and Adhikar Abhilekh prepared u/s 115 of Madhya Pradesh Land Revenue Code 1954, AND;

WHEREAS, the oral family partition took between the legal heirs of Govinda and Namdeo and Mahadeo in the year 1962 wherein the portion of land admeasuring about 1.89 Hectares was gone in the share of legal heirs of Govindrao viz. Marotrao Govinda Rawale, Suresh Govinda Rawale and Smt. Rukhamabai Govinda Rawale, and the said portion was given number as Kh. Survey 89-90-92/1, the portion of land admeasuring about 1.89 Hectares was gone in the share of legal heirs of Namdeorao viz. Sons Mahohar and Prakash, widow Laxmibai and daughter Saraswati Dudhalkar and the said portion was given number as Kh. Survey 89-90-92/2 and the portion of land admeasuring about 1.76 Hectares was gone in the share of Mahadeo Bhiwa Rawale and the said portion was given number as Kh. Survey 89-90-92/3, AND;

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६५४/२०१२
२/३५

SEAL OF THE JOINT SUB-REGISTRAR NAGPUR NO. 7

WHEREAS, Shri Marotrao Govinda Rawale expired on 26.12.1976 and on his death his share in the said land was inherited by his legal heirs widow Smt. Indubai Marotrao Rawale, Vilas Marotrao Rawale, Anil Marotrao Rawale, Sunil Marotrao Rawale, Kishor Marotrao Rawale and daughter Miss Alka Marotrao Rawale, the name of Rukhmabai Govindrao Rawale and Miss Kalawati Govindrao Rawale has been deleted from the revenue records vide Ferfar No. 93 dt. 05.11.1988, AND;

WHEREAS, under the resurvey and remeasurment carried out by the Govt in the village Pipla under Consolidation and Fragmentation and under the same the said old Survey No. 89-90-92/1, was renumbered as New Kh. Survey No. 77, AND;

WHEREAS, Suresh Govinda Rawale and Smt. Rukhamabai Govinda Rawale, and Smt. Indubai Marotrao Rawale, Vilas Marotrao Rawale, Anil Marotrao Rawale, Sunil Marotrao Rawale, Kishor Marotrao Rawale and daughter Miss Alka Marotrao Rawale, sold the said land to Smt. Shobha Kisan Khopde and Shri Shrikant Kisan Khopde by Sale Deed dt. 05.11.1988 registered with Sub Registrar, Nagpur (Rural) at Book No. Add.-1, Volume No. 155 at Pages 8 to 13 at Sr. No. 5031 dt. 05.11.14988 and the names of Smt. Shobha Kisan Khopde and Shri Shrikant Kisan Khopde was mutated in revenue records as the owners of the said land vide Ferfar No. 89 dt. 01.12.1988, AND;

WHEREAS, the owners 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 owners as Occupant Class-I with Bhumiswami rights in respect of said land in Rev. Case No. 87/LND-18/2000-02 by order dt. 07.11.2002 included the owners 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. 403 dt. 25.11.2002, AND;

WHEREAS, the said land being not beneficial to the SELLERS 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,

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SEAL OF THE JOINT SUB-REGISTRAR, CLASS-I, NAGPUR (RURAL) NO. 7

WHEREAS, the SELLERS here-in agreed to sell the said property to the CONSENTOR here-in for a valuable consideration of Rs. Two Crore Six Lacs Ninety Four Thousand and the SELLERS here-in have received the entire consideration from the CONSENTOR, AND;

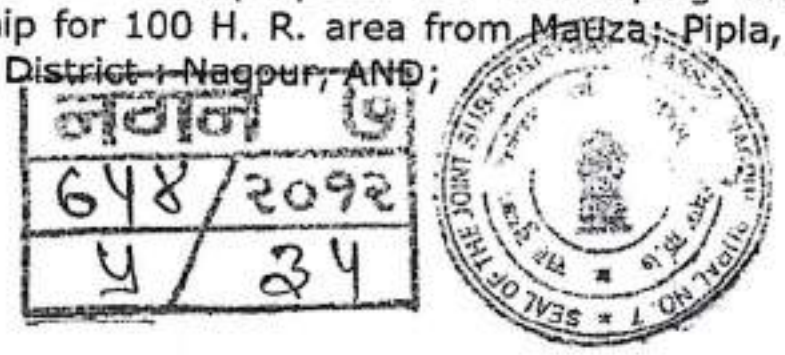
WHEREAS, the CONSENTOR having further assigned its rights to obtain the Sale Deed from the SELLERS in favour of the CONFIRMING PARTY for a valuable consideration of Rs. Six Crore Eighty Nine Lacs Eighty Thousand and the CONFIRMING PARTY further assigned it's right to obtain the Sale Deed of the said land in favour of the PURCHASER here-in-above, and requested the SELLERS and the CONSENTOR to execute Sale Deed relating to the said property in favour of the PURCHASER here-in-above and the SELLERS , 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 SELLERS have received the entire consideration for sale of said property from the CONSENTOR and the CONSENTOR has received back the consideration paid to the SELLERS alongwith its gain from CONFIRMING PARTY, the receipt whereof SELLERS 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 SELLERS 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;



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 SELLERS 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. 7,35,85,000/- (RS. SEVEN CRORE THIRTY FIVE LACS EIGHTY FIVE 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 SELLERS / CONSENTOR and the CONFIRMING PARTY do hereby acknowledges as beneficial owners thereof the SELLERS doth hereby grants, assigns, conveys and transfers in favour of the PURCHASER the said Property being ALL THAT piece and parcel of land bearing Khasra Survey No. 77, admeasuring about 1.89 Hectares, Land Revenue Rs. 6.84, 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 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,

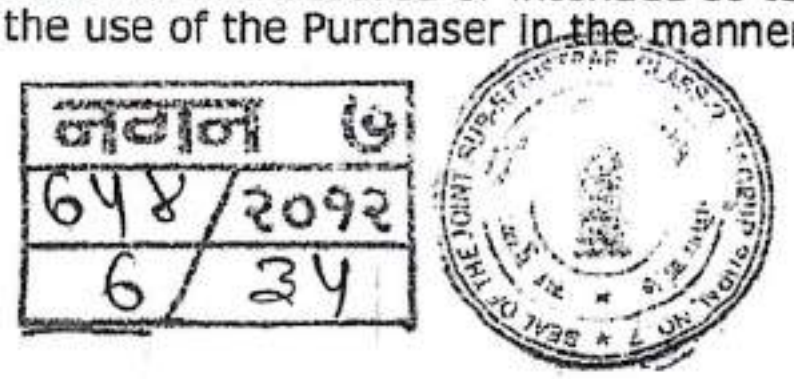
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claim and demand whatsoever at law and in equity of the SELLERS into or upon the said Property or any part thereof AND also together with all the deeds, documents, writings, vouchers, and other evidences of the title in relation to the said Property **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/-	101963	31.01.2012	AXIS BANK LIMITED, MUMBAI
1,00,00,000/-	101964	31.01.2012	
1,00,00,000/-	101965	31.01.2012	
1,00,00,000/-	101967	20.02.2012	
50,00,000/-	101973	10.03.2012	
50,00,000/-	101974	10.03.2012	
50,00,000/-	101975	10.03.2012	
50,00,000/-	101976	10.03.2012	
50,00,000/-	101977	10.03.2012	
44,00,000/-	101978	10.03.2012	
41,85,000/-	101979	10.03.2012	
7,35,85,000/-	SEVEN CRORE THIRTY FIVE LACS EIGHTY FIVE THOUSAND		

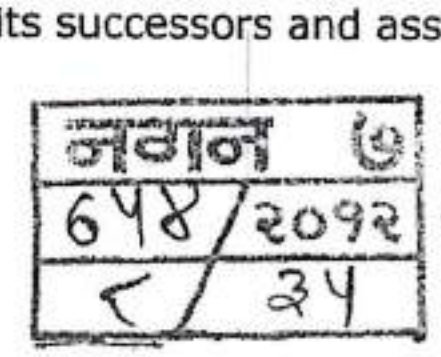
02. The SELLERS does hereby covenant with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by the SELLERS or by any person or persons lawfully and equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or knowingly or willingly suffered to the contrary the SELLERS 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.



03. The SELLERS 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 SELLERS, 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 SELLERS does hereby covenant with the PURCHASER that the SELLERS 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 SELLERS has represented to the PURCHASER that the SELLERS 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 SELLERS 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 SELLERS shall pay and discharge the same at its own cost and expense and in this regards the SELLERS 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.





06. The SELLERS/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 SELLERS has enjoyed the continuous and uninterrupted quiet possession, use and operation of the said Property, without material complaint or objection by any person;

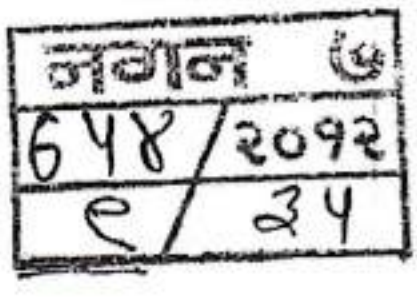
(b) That none except the SELLERS and the CONSENTOR have acquired any manner of right, title, interest, claim, demand of any kind whatsoever in respect of the Property.

(c) That the SELLERS/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 SELLERS 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 SELLERS to the said Property. There are no unrecorded or undisclosed documents or other matters which affect the title of SELLERS 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



(g) There is no condition that relates to or affects the Property and/or SELLERS'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 SELLERS 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 SELLERS and the owners title to the said Property is not affected by the land ceiling laws.

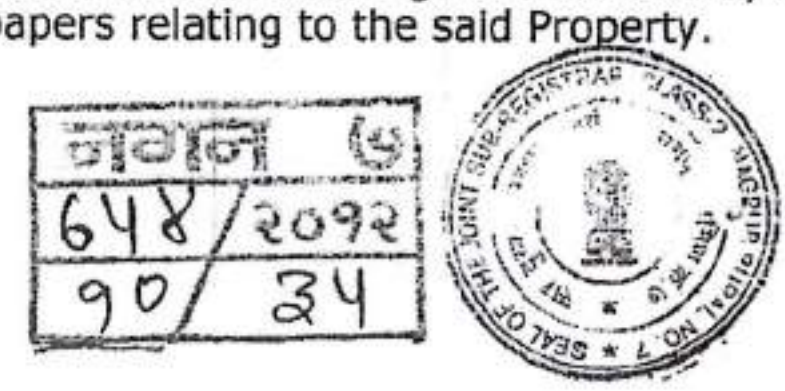
(j) That the said Property or any part thereof is not reserved for any Public Purpose or for rehabilitation of project affected persons and the said Property or any part thereof is not a reserved forest.

(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 SELLERS 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 SELLERS 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 SELLERS 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.



08. The SELLERS 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 SELLERS 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 SELLERS has all rights to sell the said Property to the PURCHASER under this Sale Deed.

11. The SELLERS 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 SELLERS 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 SELLERS or his/their predecessor in title or any encumbrance or charge on the same.

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