19-2122-1601

an AURDAN - Brising brief at 10000 प्रतिज्ञायन अवस्थित कार्या

सदर दस्तपंद्रज हैं. बीटारी कारण १०० ८ असीवत असलेला शासने द्वार नीडावें हैं बासल केलार हैं। एकालीक संदूर्ण पांच्यक निवादक व्यक्ति कार्यक द कोडलेला दावार कर्या है। इस कार्यक द कार्यक व कार्यक क्षेत्रक कार्यक के कार्यक कार्यक कार्यक के कार्यक कार्यक

क्षान्य स्थानस्य सिक्न रोकार

लिहुन देणार

# SALE DEED FOR RS. 6,71,94,000.00 ONLY (RUPEES SIX CRORE SEVENTY ONE LAKH NINETY FOUR THOUSAND ONLY)

CHATURBHULL ACTOMINAL Aged ROOM 47 Years, Occupation -

Decedars Hegar, Hagar, Hagar, Tahat and Dishtir - NASPUR, AND (2) SHIR, VUCESH ING

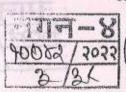
VALUATION AS PER ANNUAL STATEMENT OF RATES

(ASR) RS. 3,73,15,000.00 ONLY)

Zone/Item No. 27.410/24 Page 684, 685 @ Rs. 35,790/- PSM (ASR 2022-23)

THIS DEED OF SALE is made at NAGPUR on this 18<sup>th</sup> Day of NOVEMBER, 2022 BETWEEN:

Contd





ENGINEERING CO-OPERATIVE HOUSING TELECOMMUNICATION SOCIETY LIMITED, NAGPUR, (PAN AAAAT5318B) a Co-operative Housing Society duly registered under Section 9 (1) of the Maharashtra Co-Operative Societies Act, 1960 (XXIV of 1961), vide Registration Certificate No. NGP-HSG-246, dated 25-05-1967 and classified as Housing Society - sub - class Tenant Ownership Society, under Section 12(1) of said Act read with Rule 10 (1) of the Maharashtra Co-operative Societies Rules, acting through its (i) President SHRI. MOHANDAS S/o RAMKRISHNA NAIDU, Aged 90 Years, (Income Tax PAN ALCPN8328D) AADHAR UID 9665 9344 1760, Resident of Plot No. 48, Telecom Nagar, Pratap Nagar Nagpur-440022, Tahsil and District - NAGPUR, (ii) Secretary SHRI. SANJAY S/o PANDURANG PUROHIT, Aged 54 Years, (Income Tax PAN AASPP3394E) AADHAR UID 6733 6178 6329, Resident of Plot No. 136, Telecom Nagar, Pratap Nagar Nagpur-440022, Tahsil and District - NAGPUR, AND (iii) Treasurer SHRI. DIGAMBAR S/o SHRIRANG KHANDEKAR, Aged 79 Years, (Income Tax PAN ACPPK5803J) AADHAR UID 5298 0075 7530, Resident of Telecom Nagar, Pratap Nagar Nagpur-440022, Tahsil and District - NAGPUR, hereinafter all jointly called the VENDOR, which expression shall unless repugnant to the context or meaning thereof always mean and include the said VENDOR, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the ONE PART.

### AND

M/s. BALAJI BUILDCRAFT INFRA PRIVATE LIMITED., A Company duly incorporated under the Companies Act, 1956 having it's Office at 14-15, Millennium Shopping Mall, Laxmi Nagar Square, Nagpur, (Income Tax PAN AAFCB4744G) and acting through its Directors (1) SHRI. SAMEER S/o SHRIKANT DESHMUKH, Aged 55 Years, Occupation — Business, (AADHAR UID 6587 5089 8694), Resident of 89, Deendayal Nagar, Nagpur, Tahsil and District — NAGPUR; AND (2) SHRI. VIKESH S/o CHATURBHUJ AGRAWAL, Aged about 47 years, Occupation - Business, (AADHAR UID 3269 3812 5236), Resident of 23, Wardhaman Nagar, 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 and its DIRECTORS, as well as its legal representatives, executors, administrators, successors, Liquidators and assigns of the OTHER PART.

WHEREAS the Vendor is Co-operative Housing Society duly registered under Section 9 (1) of the Maharashtra Co-Operative Societies Act, 1960 (XXIV of 1961), vide Registration Certificate No. NGP-HSG-246, dated 25-05-1967 and classified as Housing Society — sub — class Tenant Ownership Society, under Section 12(1) of said Act read with Rule 10 (1) of the Maharashtra Co-operative Societies Rules, and the Purchaser named hereinabove is admitted as the Members of the said Society; AND



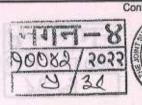
WHEREAS the Vendor named hereinabove is full and absolute Owner in possession of the property comprising ALL THOSE pieces and parcels of land bearing Plot Nos. 71, 72 & 73 out of the sanctioned Lay-out of The Telecom Engineering Co-Operative Housing Society Limited, Nagpur, containing by total admeasurement 837.80 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 15 & 17 of MOUZA – KHAMLA, Togetherwith the existing Building (Multipurpose Hall) standing thereon covering a total Built-up area of 275.35 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 2945/71, City Survey No. 1605, 1606 & 1607, Sheet No. (263)24/II of Mouza – Khamla, situated at Telecom Nagar, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR hereinafter referred to as 'said Property'; AND

WHEREAS the aforesaid The Telecom Engineering Co-Operative Housing Society Limited, Nagpur had retained the said Plot Nos. 71, 72 & 73 for the purpose of construction of a Multipurpose Hall, so that it could be an earning source for the Society, however as per the sanctioned Lay-out Plan, the user of the said Plots are Residential; AND

WHEREAS the said The Telecom Engineering Co-Operative Housing Society Limited, Nagpur later on constructed the existing Building (Multipurpose Half) standing thereon covering a total Built-up area of 275.35 Sq. Mtrs. in accordance with the Plan, which is duly sanctioned and approved by the Building Engineer of The Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/7030/11917 dated 26-09-1978, bearing Corporation House No. 2945/71, City Survey No. 1605, 1606 & 1607, Sheet No. (263)24/II of Mouza — Khamla; AND

WHEREAS the aforesaid The Telecom Engineering Co-Operative Housing Society Limited, Nagpur availed a Loan from Nagpur Nagrik Sahakari Bank Limited, Nagpur and Mortgaged the aforesaid property to it byway of security for the repayment of loan; AND

WHEREAS in order to liquidate the said loan, the said the Vendor has now decided to sell the aforesaid property to any interested buyer and the General Body of the Vendor Society in its extra ordinary Meeting dated 28-08-2022 unanimously resolved the same. The Society has decided to retain One Apartment covering a Super Built-up area of 1,450 Sq.Ft. on the First Floor of the proposed building to be constructed by the Purchaser, if it is a Developer/Builder by appropriating/adjusting the cost of the same from the total sale consideration; AND



WHEREAS during the course of time the Vendor repaid the entire amount of ioan togetherwith an interest accrued thereon to the said Mortgagee Nagpur Nagrik Sahakari Bank Limited, Nagpur and got its property freed and discharged from it's mortgage and accordingly a discharge Certificate to that effect is also issued by the said Mortgagee to the Vendor Society on 29-09-2022. As a result therefore the said entire property is now absolutely free from encumbrances of all kinds whatsoever and the Vendor Society holds, good valid and marketable title thereto; AND

WHEREAS the Vendor Society being thus desirous of selling the aforesaid property and the Purchaser hereinabove named having expressed its desire and willingness to purchase the same for a fairly good price, and thus submitted its Offer to the Vendor Society. The Offer submitted by the Purchaser is accepted by the General Body / Managing Committee of the Vendor Society and thus the Vendor Society after detailed negotiations by an Agreement Dated 29-09-2022 has agreed to sell the same to the Purchaser for a total valuable consideration of Rs. 6,71,94,000/- (Rupees Six Crore Seventy One Lakh Ninety Four Thousand) Only upon the following terms and conditions.

## NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS :-

(1) THAT in pursuance of the said Agreement Dated 29-09-2022 and in consideration of a total sum of Rs. 6,71,94,000/- (Rupees Six Crore Seventy One Lakh Ninety Four Thousand) Only paid by the Purchaser to the Vendor Society in the manner appearing hereinbelow, the receipt whereof the Vendor Society does hereby acknowledge, the Vendor Society as the absolute and full Owner in possession thereof does hereby grant, convey, assure, assign and transfer by way of sale to the PURCHASER ALL THOSE pieces and parcels of land bearing Plot Nos. 71, 72 & 73 out of the sanctioned Lay-out of The Telecom Engineering Co-Operative Housing Society Limited, Nagpur, containing by total admeasurement 837.80 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 15 & 17 of MOUZA - KHAMLA, Togetherwith the existing Building (Multipurpose Hall) standing thereon covering a total Built-up area of 275.35 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 2945/71, City Survey No. 1605, 1606 & 1607, Sheet No. (263)24/II of Mouza - Khamla, situated at Telecom Nagar, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District - NAGPUR and more particularly described in the schedule hereunder written along with all other rights, title, benefits, and interest, easement rights of ingress and egress, profits, privileges and appurtenances whatsoever in and pertaining to the said Property TO HOLD SAME TO AND UNTO THE PURCHASER as the absolute and full Owner thereof forever, free from encumbrances of all kinds whatsoever and also free from payment of Non Agricultural Assessments, Corporation Taxes upto 31-03-2023, Cesses, Electricity & Water charges, Society Dues



and all other outgoings etc. levied thereon and payable by the Vendor Society upto date or upto the date of possession, whichever is earlier.

### MANNER OF PAYMENT :-

Rs. 2,47,50,000=00

(Rupees Two Crore Forty Seven Lakh Fifty Thousand) Only paid by the Purchaser to the Vendor Society by RTGS vide UTR No. CNRB5202209299075, dated 29-09-2022, through Canara Bank, Itwari, Nagpur, the receipt whereof is hereby acknowledged by the Vendor Society.

Rs. 2,50,000=00

(Rupees Two Lakh Fifty Thousand) Only deducted by the Purchaser from the Sale Consideration payable to Vendor Society towards Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department.

Rs. 2,09,68,110=00

(Rupees Two Crore Nine Lakh Sixty Eight Thousand One Mundred Ten) Only paid by the Purchaser to the Vendor Society by RTGS vide UTR No. CMRSR52022-111893765500 dated 18-11-2022, through Canara Bank, Itwari, Nagpur, the receipt whereof is hereby acknowledged by the Vendor Society.

Rs. 50,00,000=00

=00

(Rupees Fifty Lakh) Only paid by the Purchaser to the Vendor Society by Cheque No. 212154, dated 18-11-2022, Drawn on Canara Bank, Itwari, Nagpur, the receipt whereof is hereby acknowledged by the Vendor Society.

Rs. 50,00,000=00

(Rupees Fifty Lakh) Only paid by the Purchaser to the Vendor Society by Cheque No. 212155, dated 18-11-2022, Drawn on Canara Bank, Itwari, Nagpur, the receipt whereof is hereby acknowledged by the Vendor Society.

Rs. 4,21,940=00

(Rupees Four Lakh Twenty One Thousand Nine Hundred Forty) Only deducted by the Purchaser from the Sale Consideration payable to Vendor towards Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department.

mot ..

Shames and shames







Rs. 1,08,03,950=00

(Rupees One Crore Eight Lakh Three Thousand Nine Hundred Fifty) Only is adjusted by the Purchaser towards the payment of sale consideration payable to the Vendor in term of providing to the Vendor One Apartment covering approximate Super Built-up area of 1,450 Sq.Ft. on the First Floor of the proposed building to be constructed by the Purchaser on the plots of land hereby agreed to be sold and shall deliver the possession thereof to the Vendor Society within a period of 18 (EIGHTEEN) Months from the date of commencement of work.

RS. 6,71,94,000=00

(TOTAL RUPEES SIX CRORE SEVENTY ONE LAKH NINETY FOUR THOUSAND ONLY).

- (2) THAT the VENDOR does hereby covenant with the PURCHASER as follows:
  - i) THAT the Vendor undertakes and assures the Purchaser that it has good, valid and marketable title and absolute right and full authority to sale/convey and transfer the said property hereby transferred/sold to the Purchaser absolutely forever and the same is free from all kinds of encumbrances such as mortgage, agreement, gift, lease, sale, possession, charge, lien, exchange, easement, inheritance, trust or any other interest whatsoever and that no attachment has been levied by any Court either before judgment or in execution of any decree on the said Property and that there are no acquisition, requisition or any such or other proceedings in relation to the said Property and no notice of lis-pendens has been filed / registered in respect of the said property, nor is there any notice issued under the Income Tax Act against the Vendor and there is no impediment of any nature for transfer of the said Property to take place in accordance with the terms hereof.
  - ii) THAT the Vendor does hereby assures the Purchaser that the property hereby sold to the Purchaser is self acquired property belonging to it alone, having purchased the same by it exclusively from and out of its own funds and that none except it has acquired any manner of right, title and/or interest of any kind whatsoever in respect of the same.
  - iii) THAT the Vendor undertakes, agree and assures that there is no legal / revenue dispute pending against the said property before any court, legal forum, judicial and/or adjudicating authority(ies).
  - iv) THAT the property hereby sold shall be quietly entered into and upon and held and enjoyed and the rents and profits received there from by the Purchaser

Contd





# SCHEDULE REFERRED TO ABOVE (RESIDENTIAL)

ALL THOSE pieces and parcels of land bearing Plot Nos. 71, 72 & 73 out of the sanctioned Lay-out of The Telecom Engineering Co-Operative Housing Society Limited, Nagpur, containing by total admeasurement 837.80 Sq. Mtrs. being a portion of the entire land bearing Khasra Nos. 15 & 17 of MOUZA — KHAMLA, Togetherwith the existing Building (Multipurpose Hall) standing thereon covering a total Built-up area of 275.35 Sq. Mtrs. including all connections, fittings, electric and water meters and all other easementary rights appurtenant belonging thereto, bearing Corporation House No. 2945/71, City Survey No. 1605, 1606 & 1607, Sheet No. (263)24/II of Mouza — Khamla, situated at Telecom Nagar, Khamla, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District — NAGPUR and bounded as under:-

ON THE EAST - BY PLOT NO. 73-A.

ON THE WEST - BY 9.00 MTRS. WIDE ROAD,
ON THE NORTH - BY PLOT NOS. 75,76,77,
ON THE SOUTH - BY 9.00 MTRS. WIDE ROAD.

IN WITNESS WHEREOF the VENDOR and the PURCHASER hereinabovenamed have fully examined and read over this DEED OF SALE before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true; correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Sandeep Shastri, Advocate, at the Instruction of parties to this Deed.

CONTRACTOR OF THE PARTY OF THE

SL. FINGER PRINT PASSPORT SIZE
NO. (LEFT THUMB) | PHOTOGRAPH

SIGNATURE & FULL NAME

1



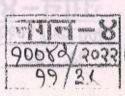
FOR TELECOMMUNICATION ENGINEERING CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR

1) Ment

(SHRI. MOHANDAS RAMKRISHNA NAIDU)

President

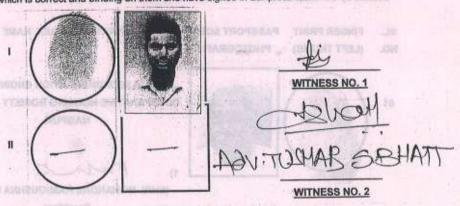
Contd. ...







WITNESSES: The Executants hereto have read the terms and contents of this Deed of Sale in our presence and have stated that they have understood the terms and conditions enumerated herein which is correct and binding on them and have signed in our presence.



Contd. .

