

"WAMAN NAGARI"
SALE DEED

VALUED AT RS...../-

MARKET VALUE RS./-

STAMP DUTY PAID RS./- &

Registration Charges of Rs./-

MOUZA- PIPLA

[Stamp Duty Paid on 100% of Super Built-up area Sq. Meter (which includes Sq. Mtrs. Built-up area, Balcony area Sq. Mtrs & Common area Sq. Mtrs), 40% of Terrace area Sq. Mtrs. and 15% of Parking area Sq. Mtrs.]

This **SALE DEED** is made at Nagpur on this day of 2018.

BETWEEN/EXECUTED BY

SACCHIDANAND REALITIES PVT. LTD. NAGPUR, (CIN No. _____),

a Company Incorporated under the provisions of the Companies Act, [1956 or 2013], having its registered & Corporate office at Shop No. 3, Sanchayani Complex, Trimurti Nagar, Nagpur-440022, (PAN - _____), represented by its Directors – **(1) SHRI.PRAVIN WAMANRAO BHOYAR**, aged about 36 years, Occupation - Business, R/o-Sanchayani Complex, Trimurti Nagar, Nagpur-440022 AND **(2) SHRI.PANKAJ RAMRAOJI THAKRE**, aged about 28 years, Occupation - Business, R/o F-4, Sanchayani Complex, Trimurti Nagar, Nagpur-440022, Authorized vide Board Resolution dated _____, hereinafter be called/referred as the **"VENDOR/SELLER/DEVELOPER"**, which expression shall unless repugnant to the context or meaning thereof shall always means and include the said Vendor/Seller/Developer as well as its/their legal heirs, executor, administrators, assigns nominees, successors and all other persons claiming through or under them of the **FIRST PART:**



AND/IN FAVOUR OF

Mr./Ms. _____,
 (AADHAR No. _____) son/daughter of
 _____, aged about _____, residing at
 _____, (PAN _____),

hereinafter referred to as the "**PURCHASER/S**", which expression shall unless repugnant to the context or meaning thereof shall always means and include the said Purchaser as well as his/her/their legal heirs, executor, administrators, assigns, nominees successors and all other persons claiming through or under his/her/their of the **SECOND PART:**

WHEREAS, originally land of Khasra No. 5 (Old) admeasuring 3.53 H.R. of Mouza-Pipla, was belonged to (1) Shri Kundlik Santosh Wankhede, (2) Manda Santosh Wankhede, (3) Bebi Santosh Wankhede, (4) Kalpana Santosh Wankhede, (5) Shri Raju Santosh Wankhede, (6) Saraswati Santosh Wankhede, (7) Smt. Kamala Santosh Yengle and they acquired the said property by virtue of Ferfar No. 261 dated 20.05.1969.

WHEREAS, it is submitted that due to re-measurement and resurvey done by the Government Authorities, the said land of Khasra No. 5 has been renumbered as Khasra No. 159 and the names of aforesaid owners have continued as Owners of the said property/Land.

WHEREAS Later on, (1) Shri Kundlik Santosh Wankhede, (2) Manda Santosh Wankhede, (3) Bebi Santosh Wankhede, (4) Kalpana Santosh Wankhede, (5) Shri Raju Santosh Wankhede, (6) Saraswati Santosh Wankhede, (7) Smt. Kamala Santosh Yengle have sold land admeasuring 1.62 H.R. out of entire land admeasuring 3.53 H.R. to Shri Santosh Chindhba Yengle and Shri Kawadu Chindhba Yengle by virtue of **Sale Deed dated 11.06.1993**, which is duly registered with the Sub-Registrar Office, Nagpur Gramin in Book No. 1 at Sr. No. 2416. After execution of aforesaid



sale deed, remaining land admeasuring 1.94 H.R. was renumbered as Khasra No. 159/1.

WHEREAS It is submitted that, later on, (1) Manda Santosh Wankhede, (2) Bebi Santosh Wankhede, (3) Kalpana Santosh Wankhede, (4) Shri Raju Santosh Wankhede and (5) Smt. Kamala Santosh Yengle have relinquished their share from the said remaining land admeasuring 1.94 H.R. in favour of Shri Kundlik Santosh Wankhede and Smt. Saraswati Santosh Wankhede by executing **Relinquishment Deed dated 05.02.2004**, which is duly registered with the Sub-Registrar Office, Nagpur Gramin in Book No. 1 at Sr. No.1857. By virtue of aforesaid Relinquishment Deed, Shri Kundlik Santosh Wankhede and Smt. Saraswati Santosh Wankhede became the joint owners of land admeasuring 1.94 H.R. of Khasra No. 159/1.

WHEREAS, thereafter, Shri Kundlik Santosh Wankhede and Smt. Saraswati Santosh Wankhede have sold land admeasuring 0.81 H.R. out of entire land admeasuring 1.94 H.R. of Khasra No. 159/1 to Shri.Purushottam Ramaji Yenurkar Sau.Madhuri Purushottam Yenurkar, and Shri.Sanjay Haribhau Bagulkar by virtue of Sale Deed dated 27.02.2004 which is duly registered with the Sub-Registrar Office, Nagpur Gramin in Book No. 1 at Sr. No. 1295.

WHEREAS, thereafter, Shri Pundlik Santosh Wankhede and Smt. Saraswati Santosh Wankhede have sold remaining land admeasuring 1.13 H.R. of Khasra No. 159/1 to (1) Shri Pankaj Chandrakant Waghmare, (2) Shri Devesh Chandrakant Waghmare, (3) Shri Kisan Wamanrao Wankhede, (4) Smt. Mangala Vilas Patil, (5) Shri Sunil Janardhan Ikhankar, (6) Shri Sunil Eknath Loharkar and (7) Shri Sanjiv Gajanan Rasne by virtue of Sale Deed dated 22.08.2007, which is duly registered with the Sub-Registrar Office, Nagpur Gramin in Book No. 1 at Sr. No. 3860.

WHEREAS, it is submitted that, later on, Shri Kisan Wamanrao Wankhede and Smt. Mangala Vilas Patil have executed Power of



Attorney for Admission dated 18.08.2007 in favour of Shri Rajendra Kisanrao Wankhede, which is duly registered with the Sub-Registrar Office, Nasik in Book No. 4 at Sr. No. 7093.

WHEREAS, It is submitted that, later on, (1) Shri Devesh Chandrakant Waghmare, (2) Shri Kisan Wamanrao Wankhede, (3) Smt. Mangala Vilas Patil, (4) Shri Anil Balasaheb Shete, (5) Shri Sunil Janardhan Ikhankar, (6) Shri Sunil Eknath Loharkar and (7) Shri Sanjiv Gajanan Rasne have executed Power of Attorney dated 22.08.2007 in favour of Shri Pankaj Chandrakant Waghmare, which is duly registered with the Sub-Registrar Office, Nagpur Gramin in Book No. 4 at Sr. No. 3861.

WHEREAS, it is submitted that, during the time Shri Kisan Wamanrao Wankhede has left for heavenly abode as on 18.11.2009 and after his death, his share from the said property was devolved upon his legal heirs namely Smt. Kalpana Kisan Wankhede and Shri Rajendra Kisan Wankhede and they became the joint owners of the share of Shri Kisan Wamanrao Wankhede in the said property.

WHEREAS, thereafter, Smt. Kalpana Kisan Wankhede and Shri Rajendra Kisan Wankhede have executed Power of Attorney dated 10.07.2014 in favour of Shri Kiran Anandrao Patil, which is duly registered with the Sub-Registrar Office, Nasik-4 in Book No. 4 at Sr. No. 6795.

WHEREAS, it is submitted that, later on, (1) Shri Pankaj Chandrakant Waghmare, (2) Shri Devesh Chandrakant Waghmare, (3) Smt. Mangala Vilas Patil, (4) Shri Anil Balasaheb Shete, (5) Shri Sunil Janardhan Ikhankar, (6) Shri Sunil Eknath Loharkar and (7) Shri Sanjiv Gajanan Rasne through their Power of Attorney holder- Shri Pankaj Chandrakant Wankhede AND Smt. Kalpana Kisan Wankhede and Shri Rajendra Kisan Wankhede through their Power of Attorney holder Shri Kiran Anandrao Patil have sold land admeasuring 1.13 H.R. of Khasra No. 159/1 to Shri Pravin Balkrushna Malu and Shri Gopal Narayandas Panpalia by virtue of Sale Deed



dated 23.07.2014, which is duly registered with the Sub-Registrar Office, Nagpur Gramin-10 in Book No. 1 at Sr. No. 7714.

WHEREAS, It is submitted that, thereafter, Shri Pravin Balkrushna Malu has executed Power of Attorney dated 28.06.2016 in favour of Shri Manoj Radhavallabhji Bhattad, which is duly registered with the Sub-Registrar Office, Amravati-1 in Book No. 4 at Sr. No. 2909.

WHEREAS, Later on, Shri Pravin Balkrushna Malu through his Power of Attorney holder Shri Manoj Radhavallabhji Bhattad and Shri Gopal Narayandas Panpalia have sold entire land to Sacchidanand Realities Pvt. Ltd. acting through its Authorized Director Shri Pravin Wamanraoji Bhoyar and Shri Pankaj Ramraoji Thakre by virtue of Sale Deed dated 18.07.2018 which is duly registered with the Sub-Registrar Office, Nagpur Gramin-7 in Book No. 1 at Sr. No. 6242.

WHEREAS, It is submitted that, later on, land owners have decided to develop the said property by demarcating layout therein and accordingly, started work of development thereon. It is submitted that, the competent authority of the NMRDA, Nagpur has issued letter dated 18.09.2018 and thereby granted permission for development of the said land. It is submitted that, an application made by the land owners to the Collector, Nagpur. The Collector, Nagpur vide his order dated 05.08.2018 converted the said land from agricultural to non-agricultural purpose i.e. residential use in Revenue Case No. 336/NAP-34/2017-2018 on various terms and conditions mentioned in the said order. It is submitted that, layout prepared by the land owners in the said Khasra land has been duly sanctioned by the competent Authority of NIT under Section 45 of Maharashtra Regional & Town Planning (MRTP) Act, 1965 vide Order No. EE/NMRDA/68 dated 06.06.2018 under Group Housing Scheme.

WHEREAS, It is submitted that, as per development rules, Development Agreement dt.28.09.2018 has been executed



between NMRDA, Nagpur and Sacchidanand Realities Pvt. Ltd. acting through its Authorized Director Shri Pravin Wamanraoji Bhoyar and Shri Pankaj Ramraoji Thakre on various terms and conditions mentioned therein in respect of land admeasuring 11300 Sq. Mtr. comprising Kh. No.159/1 of Mouza-Pipla and the said project shall be known as "**WAMAN NAGARI**" ("Project").

WHEREAS the said property has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by executing Deed of Declaration dated for **WAMAN NAGARI**, which is duly registered with the Office of the Sub-Registrar, Nagpur-.... at Serial No....., therefore, the provisions of said Act shall apply for all purpose including Stamp Duty etc.

WHEREAS, the Purchaser/s has/have seen, gone through and inspected all the relevant documents of the title and satisfied himself/herself/themselves with respect to the Vendor's title to the said property as good, valid and marketable AND

WHEREAS, the Purchaser has chosen to own and possess **Apartment/Flat No.....** in Tower-..... from the aforesaid apartment scheme, more particularly described in the Schedule hereunder written upon the following terms and conditions.

AND WHEREAS, thereafter the Vendor/Seller/Developer has/have decided to sell the said property/Flat and the Purchaser/s being in need of the apartment/flat for his/her/their residential purpose, approached the Vendor/Seller/Developer and after due negotiation Vendor/Seller/Developer agreed to sell and the Purchaser/s agreed to purchase the **Apartment/Flat No.** in Tower-..... from the Vendor/Seller/Developer for total agreed valuable sale consideration of **Rs...../- (Rupees Only)**. Now this Sale Deed is executed on the terms and conditions appearing herein below.



MANNER OF PAYMENT

RS...../-	Paid by the purchaser to the Vendor/Developer by way of Cash dated as a token Amount time to time and the Receipt whereof is acknowledged by the Vendor/Developer.
RS...../-	Paid by the purchaser to the Vendor/Developer by way of RTGS vide its UTR No..... dated from the and the Receipt whereof is acknowledged by the Vendor/Developer.
RS...../-	Paid by the purchaser to the Vendor/Developer by way of RTGS vide its UTR No..... dated from the and the Receipt whereof is acknowledged by the Vendor/Developer.
RS...../-	Paid by the Purchaser to the Vendor/Developer by obtaining Housing Loan from the by way of Pay Order/D.D./Bankers Cheque No..... dated and the Receipt whereof is acknowledged by the Vendor/Developer.
RS...../-	(Rupees Only) Total Sale Consideration

Thus the Vendor/seller/Developer has/have received entire consideration of this sale transaction and nothing is remaining outstanding.

1. THAT THE VENDOR/SELLER DO HEREBY COVENANT WITH THE PURCHASER AS UNDER:-

- a) That the Vendor hereby transfers and conveys the Apartment/Flat No..... in Tower-..... for total agreed valuable consideration of Rs...../- (Rupees Only).
- b) That the Purchaser/s has/have chosen to own and possess the said Apartment/Flat No..... in Tower-..... from the "WAMAN NAGARI", more particularly described in Schedule of Property hereunder written from the Vendor/Seller/Developer.
- c) That the Vendor/Seller/Developer has/have clear and good, valid and marketable title in respect of the said property



hereby sold. That the Vendor/Seller/Developer has/have full and absolute right to sell the said property.

- d) That the said property subject to this deed is free from all encumbrances, charges, gift, lien, mortgage, sale, Govt. Reservations etc.
- e) That the property is free from payment that is related to taxes, ground rent, Grampanchayat taxes, N.A. Taxes, Cesses, Electricity & Water charges and all other outgoings etc. levied on the property hereby sold and payable by the Vendor up to date of the execution of this deed in favour of the Purchaser/s.
- f) That the Vendor/Seller/Developer is/are hereby handing over actual physical vacant possession of the said property to the Purchaser/s at the time of the present sale deed. That the Vendor/Seller/Developer is/are handing over all necessary documents in respect of the said property/Flat to the Purchaser/s and/or his/her/their financier at the time of execution of present Sale Deed.
- g) That the Vendor/Seller/Developer as well as his/her/their legal heirs shall not interfere, claim title or interest over the said property/flat in future after registration/execution of this sale deed.
- h) That the property hereby sold shall be quietly entered in to and thereafter shall be held and enjoyed and the rents and profits received there from by the Purchaser/s without any interruption or disturbance by the Vendor/Seller/Developer or any person/s claiming through/under or interest for him/her and without any lawful disturbance or interruption by any other person whatsoever.
- i) That the Vendor/Seller/Developer assures that the said property/Flat is not mortgaged gifted, transferred or



agreements with/to any other persons whatsoever and the said property is not attached in any court of law and the said property is free from all encumbrances and the same is in Vendor's lawful possession.

- j) That the said property is not subject matter of any acquisition or requisition to any Competent Authority.
- k) That the property hereby sold is believed and shall be taken to be correctly described in the schedule hereunder written and if any mis-statement, error or omission is 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 of this deed.
- l) That the Vendor/Seller/Developer shall support any application for mutation in the name of the Purchaser/s in the concerned department and shall render necessary assistance for obtaining mutation in the name of the Purchaser/s in all the relevant Govt. and the semi Govt. record and revenue records.
- m) That in case the Purchaser/s is/are deprived of the whole or any part of the property hereby sold by reasons of any defect found in the title of the Vendor/Seller/Developer or of any encumbrances or charges on the same to which this sale is not subject the Vendor/Seller/Developer shall indemnify to the Purchaser/s by way of damages the whole amount of sale price and all expenditure incurred or to be incurred by the Purchaser/s in respect of the said property and the same is without prejudice right of the Purchaser to file suit for damages against the Vendor/Seller/Developer.



2. THE PURCHASER/S DO HEREBY COVENANT WITH THE VENDOR/SELLER/DEVELOPER AS UNDER:

- a) That the Purchaser/s shall pay regularly the Grampanchayat tax, land revenue and all other outgoing charges etc. from the date of registration of this sale deed in respect of the said property/Flat. That the Purchaser/s will not be responsible for any outstanding earlier dues/earlier outgoings in respect to the said Property.
- b) That the Purchaser/s will be sole and absolute owner of the said property, having undivided proportionate share and interest therein.
- c) That open space available in the said plot of land shall always be of common use of all the Apartment owners in the said estate/building.
- d) That the Purchaser/s is/are aware that said entire property has been submitted to the provisions of the Maharashtra Apartment Ownership Act 1970 u/s 2 of the said Act by executing Deed of Declaration dated for **WAMAN NAGARI**, which is duly registered with the Office of the Sub-Registrar, Nagpur-..... at Serial No..... Therefore all the terms, conditions and provisions contained in the said Deed of Declaration and bye-laws appended thereto shall always be binding upon the Purchaser/s and the same is part and parcel of the present said deed. That the Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society or an Association of the Apartment regarding the occupation and use of the premises in the building.
- e) That all expenses for documentation shall be borne by the Purchaser/s like stamp duty, registration fee, advocate fee etc. at the time of execution of this deed.



- f) That the Purchaser/s is/are hereby agreed to pay whatever charges/expenses which will be levied by any Government, Semi Government Body, Local authority, Central Authority etc in respect of the said property.
- g) That the Purchaser/s further agreed to pay the sales tax, value added tax, Service tax, Turn Over tax, local body tax etc if any levied by the Government of Maharashtra or Union of India on the cost of construction of the said apartment/building or on the cost of building materials used including wages paid thereof or the cost of land as the case may be in future in respect of the subject scheme.
- h) That the Purchaser/s is/are hereby specifically agreed to pay all expenditure which are required for installation of Transformer, water meter and other necessary incidental charges which is not inclusive in sale consideration.
- i) That the Purchaser/s hereby agreed that in the said premises/area drinking water will be provided through Tube Well which has already been made by the Vendor/Developer at its own cost however the Vendor/Developer is not responsible for Drinking Water through Government/Local Authority and the Purchaser will pay all necessary charges to the Concern Grampanchayat, Bese/Zila Parishad, Nagpur, Improvement Trust, Nagpur Municipal Corporation or Connected Authorities for Water Supply as and when demanded by the said authority.
- j) That Purchaser/s hereby agreed that the construction of the subject apartment scheme has been completed and certificate dated 15.11.2016 to that effect has been issued by the Architect to the purchaser and Purchaser is/are satisfied in respect of construction and quality of the building.
- k) That this Deed is subject to the jurisdiction of the competent Civil Court at Nagpur.



SCHEDULE OF PROPERTY-A
(DESCRIPTION OF ENTIRE PROPERTY)

.....

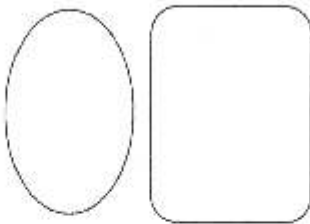
ON THE EAST :
 ON THE WEST :
 ON THE NORTH :
 ON THE SOUTH :

SCHEDULE OF PROPERTY-B
(DESCRIPTION OF FLAT/APARTMENT HEREBY BY SOLD)

.....

IN WITNESS WHEREOF the **VENDOR/SELLER/DEVELOPER** and the **PURCHASER** named above hereto set their respective hands and Signed this **SALE DEED** after fully understanding and without any pressure, undue influence and without consuming alcohol in presence of the attesting witness signed as under on this day of 2018.

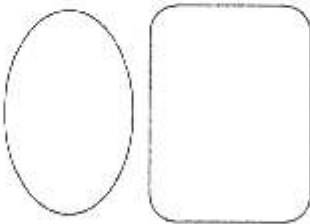
This Document is drafted by Adv. Nishant V. Potdar as per the instructions of and information given by the parties hereto and same is found to be true & Correct by them that the Vendor/Developer has assured that he/they has/have not Mortgage the Property to any banking institution or not Created Third Party interest in the said Property. The Purchaser/s has/have also satisfied himself/themselves to the same, then only this draft is prepared by the Advocate. In case any defect in title of the Vendor/Developer is found, the Vendor & Purchaser/s Will be responsible for the same & not advocate and Sub. Registrar.



SACCHIDANAND REALITIES PVT. LTD.
NAGPUR

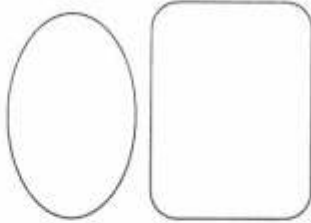
Through its Authorized Directors

SHRI.PRAVIN WAMANRAO BHOYAR



SHRI.PANKAJ RAMRAOJI THAKRE
(VENDOR/SELLER/DEVELOPER)



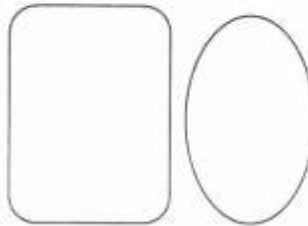


.....
(PURCHASER/S)

Witnesses:

The contents of this deed are read over
and explained to the parties in our presences
and the Vendor & Purchaser have signed this
Deed in our presences. The Parties say that the
Deed is drafted as per their say and instructions.

1. _____



2. _____

