SALE DEED

In the office of Sub Registrar Hingna, Dist. Nagpur.
SALE VALUE _____/-

Market value of **Mouza Nildoh, Item No. _____, PAGE NO. ____,** **(Rate _____/- Sq.mtr.) comes to Rs. _____/-,** Stamp duty on market value **Rs. _____/-** and **Reg. Fees _____/-**

THIS DEED OF SALE is made and executed at on this **--------th** Day of _____ _____ BETWEEN :

1) SHRI. ASHOK S/o KANHAIYYALAL BHIWAPURKAR, Aged about 74 Years, Occupation - Business. Permanent Account No ABRPB9022H

2) MRS. REETA W/o ASHOK BHIWAPURKAR, Aged about 67 Years. Occupation - Business. Permanent Account No.ABXPB4031A Nos. I & 2 both Residents of Plot No. 130, Ramdaspeth. Nagpur, Tahsil and District - NAGPUR,

3) SHRI. ALOK S/o AVINASH CHANDRA, Aged about 64 Years. Occupation - Business. Permanent Account No.AAFPC2042P

4) SHRI. ASHOK S/o AVINASH CHANDRA, Aged about 67 Years. Occupation - Business. Permanent Account No. AAEPC6865H andboth Resident of 45. Club Drive, M.G. Road, Ghitorani, NEW DELHI.

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Acting all through their documents presentation power of attoney holder :

M/S PRATEEK INFRASTRUCTURE acting through its proprietor

SHRI VIJAY PRABHAKARRAO NAIDU Aged about 55 years, Occupation: Business,(PAN NO.AAMPN1325K) R/o. 635, Shri Ramkrishna Bhawan Nagjibhai Town. Netaji Market, Sitabuldi Nagpur. Tahsil and District - NAGPUR 440012**,** hereinafter called as **VENDORS/PARTY N0.1,** which expression shall unless repugnant to the context or meaning thereof always mean and include the said Vendors as well as their legal heirs, legal representatives, executors, administrators, successors and assigns of the FIRST PART.

AND

_____

(Permanent Account No. _____) Aged about ____ years, Occupation:–Bussiness, ,Residing : at _____. (Hereinafter called the **PURCHASER,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER/PROPRIETORSHIP CONCENRN, as well as. his heirs, legal representatives. executors. administrators, successors and assigns of the **SECOND PART**

AND

WHEREAS the Vendors herein above named are the Owners and in possession of their respective property comprising ALL THOSE WHEREAS That originally all that piece and parcel of land bearing Kh. Nos. 30, 33/1, 33/2 & 35 having a total area of 8.62 H.R. i.e. 862000.00 Sq. Mtrs. held in Bhogwatdar Class - I Rights of Mouza Nildoh bearing P.H. No. 46, in Tah. Hingna Dist. Nagpur was owned and possessed by Shri. Nivrutti Anandrao Shinde (Marathe) being his separate property.

AND WHEREAS on 17/08/1992 the aforesaid owner i.e. Shri. Nivrutti Anandrao Shinde (Marathe) had sold the Northern Portion of Kh. No. 98/ 1 (Old, 33/ I (New) admeasuring area about 2.00 H.R. to Shri Alok Avinash Chandra, by way of executing registered Sale Deed, same was Registered in the office of Sub-Registrar Nagpur No. 11, at Sr. No.6491 dated 17/08/1992 and by virtue of said Sale Deed Shri Alok Avinash Chandra became the absolute owner of Northern Portion of Kh. No. 98/ I (Old), 33/2 (New) admeasuring area about 2.00 H.R.

AND WHEREAS on 17/08/1992 the aforesaid owner i.e. Shri. Nivrutti Anandrao Shinde (Marathe) further sold the remaining portion i.e. Southern Portion of Kh. No. 98/1 (Old, 33/,2 (New) admeasuring area about 2.03 H.R. to Shri. Ashok Avinash Chandra, by way of executing registered Sale Deed, same was registered in the office of Sub-Registrar Nagpur No. 11, at Sr. No. 6492 dated 17/08/1992 and by virtue of said Sale Deed Shri. Ashok Avinash Chandra became the absolute owner of southern portion of Kh. No. 98/1 (Old), 33/2 (New) admeasuring area about 2.03 H.R.

AND WHEREAS on 17/08/1992 the aforesaid owner i.e. Shri. Nivrutti Anandrao Shinde (Marathe) had also sold the Kh. No. 99/2 (Old), 30 (New) admeasuring area about 3.72 H.R. to Shri. Ashok Kanhaiyalal Bhivapuirkar, by way of executing registered Sale Deed, same was Registered in the office of Sub-Registrar Nagpur No.11, at Sr. No. 6493 dated 17/08/1992 and by virtue of said Sale Deed Shri. Ashok Kanhaiyalal Bhivapuirkar became the absolute owner of Kh. No. 99/2 (Old), 30 (New) admeasuring area about 3.72 H.R

AND WHEREAS on 17/08/1992 the aforesaid owner i.e. Shri. Nivrutti Anandrao Shinde (Marathe) had further sold the Kh. No. 100 (Old), 35 (New) admeasuring area about 0.87 H.R. to Smt. Reeta Ashok Bhivapurkar, by way of executing registered Sale Deed, same was Registered in the office of Sub-Registrar Nagpur No. 11, at Sr. No. 6494 dated 17/08/1992 and by virtue of said Sale Deed Smt. Reeta Ashok Bhivapurkar became the absolute owner of Kh No. 100 (Old), 35 (New) admeasuring area about 0.87 H.R.

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AND WHEREAS the aforesaid transactions were also recorded in the Records of Rights i.e. in 7/ 12 extract and the name of 1) Shri. Ashok Kanhaiyalal Bhivapurkar 2) Smt. Reeta Ashok Bhivapurkar 3) Shri. Shri Alok Avinash Chandra 4) Shri Ashok Avinash Chandra were duly mutated of their names as a absolute owner in respect of their respective Kh. Nos. 30, 33/1, 33/2 & 35

AND WHEREAS the aforesaid owners 1) Shri. Ashok Kanhaiyalal Bhivapurkar 2) Smt. Reeta Ashok Bhivapurkar 3) Shri. Shri Alok Avinash Chandra 4) Shri Ashok Avinash Chandra had laid a layout upon the entire Kh. No. 30, 33/1, 33/2, 35 total admeasuring 8.62 H.R. i.e. 86200.00 sq. Mtrs. and said layout was also recommended for sanction/approval by Nagpur Improvement Trust Nagpur on Dt. 03/12/2012.

AND WHEREAS further the Nagpur Improvement Trust, Nagpur had also recommended to the Hon'ble Collector for conversion of the land bearing Kh. No. 30, 33/1, 33/2, 35 total admeasuring area about 8.62 H.R. into a non-agricultural use i.e. for industrial use under its Metro Region Plan by its letter beating Letter No. E.E.(Metro)/504 dated 19/12/2012.

AND WHEREAS 1) Shri. Ashok Kanhaiyalal Bhivapurkar 2) Smt. Reeta Ashok Bhivapurkar 3) Shri. Ashok Avinash Chandra 4) Shri Alok Avinash Chandra had jointly appointed to M/s Prateek Infrastructure acting through its proprietor Shri Vijay Prabhakarrao Naidu by way of executing Special Power of Attorney same was registered in the office of Sub-Registrar Nagpur No. 3, at Sr. No. 3436/2017 dated 15/05/2017 for property bearing Kh. No. 30, 33/1, 33/2, 35 total admeasuring area about 8.62 H.R.

AND WHEREAS upon application of the owner and recommendation of the Nagpur Improvement Trust Nagpur the aforesaid entire Kh. No. 30, 33/1, 33/2, 35 total admeasuring 8.62 H.R. i.e. 86200.00 Sq. Mtrs. also converted into a Non-Agricultural use i,e. in Industrial use by the order passed by Hon'ble District Collector Nagpur in revenue case no. 181 /N.A.P-34/2015-2016 of Mouza Nildoh dated 27/01/2016. And Revised order passed by Hon'ble District Collector Nagpur in revenue case no. 181 /N.A.P-34/2015-2018 of Mouza Nildoh dated 26/12/2017.

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AND WHEREAS 1) Shri. Ashok Kanhaiyalal Bhivapurkar 2) Smt. Reeta Ashok Bhivapurkar 3) Shri. Ashok Avinash Chandra 4) Shri Alok Avinash Chandra had constitute and nominate M/s Prateek Infrastructure acting through its proprietor Shri Vijay Prabhakarrao Naidu, of their lawful Power of Attorney Holder by way of executing registered Special Power of Attorney same was registered in the office of Sub-Registrar Nagpur No. 3, at Sr. No. 3436/2017 dated 15/05/2017.

AND WHEREAS the Vendors later on decided to develop their aforesaid lands bearing Kh. No. 30, 33/1, 33/2, 35 into a Industrial Layout by carving out various Plots of different sizes therein AND

AND WHEREAS in pursuance of the said this document 1) SHRI. ASHOK S/o KANHAIYYALAL BHIWAPURKAR, 2) MRS. REETA W/o ASHOK BHIWAPURKAR, 3) SHRI. ASHOK S/o AVINASH CHANDRA, 4) SHRI. ALOK S/o AVINASH CHANDRA has accordingly prepared the Layout Plan of the aforesaid entire land by carving out various industrial Plots of different sizes therein and known and styled as "PRATEEK NAIDU INDUSTRIAL PARK" and the said Layout is also duly sanctioned and approved .by the **NAGPUR METROPOLITAN REGION DEVELOPEMENT AUTHORITY vide its Order No. E.E.1(NMRDA)/B.E.-2(NMRDA)/2591 DT. 05/01/2018.**

AND WHEREAS the **Plot No. __** situated in "PRATEEK NAIDU INDUSTRIAL PARK" **released by** NAGPUR METROPOLITAN REGION DEVELOPEMENT AUTHORITY **vide Letter No. E.E(NMRDA)/AE-2-(NMRDA)/3356 DT. 23/02/2018**

AND WHEREAS the Purchaser herein above named has satisfied herself/himself in respect of the Vendors title to the said property as good valid and marketable

AND WHEREAS the Purchaser has also seen approved Plan of the aforesaid Layouts

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AND WHEREAS the Purchaser being desirous of owning a Plot for its/his Industrial use in the said sanctioned Layout with heritable and transferable rights therein has approached the Vendors Party and expressed its/his desire and willingness to purchase a Plot of land out of the aforesaid sanctioned layout known and styled as "PRATEEK NAIDU INDUSTRIAL PARK" and after detailed negotiations its/he has also agreed to pay, provide and contribute the entire cost of the **Plot of land bearing No. ____** containing by **total admeasuring area _____ Sq. Mtrs. (_____Sq. Feet)** to the Vendors Party hereto AND

AND WHEREAS considering its/his request and after detailed negotiations the Vendors have now jointly agreed to sell the aforesaid property to the Purchaser for a total consideration of **FOR Rs. _____/- (RUPEES - _____ ONLY)** upon the following terms and conditions.

NOW THEREFORE THIS DEED OF SALE IS WITNESSETH AS UNDER:-

1) That in pursuance of the old written agreement & in consideration of **FOR Rs. _____/- (RUPEES - _____ ONLY)** paid by the purchaser to the Vendor in the following manner and the receipt whereof the Vendor has hereby acknowledged, the vendor hereby grant, convey, assign & transfer all his ownership rights by way of sale to the purchaser ALL THAT Piece and Parcel of land bearing **Plot No. ___** out of the sanctioned layout known as "PRATEEK NAIDU INDUSTRIAL PARK" **total admeasuring area _____ Sq. Mtrs. (_____Sq. Feet)** being a portion of the entire land bearing **Kh. No. 30, 33/1, 33/2, 35, having a total area of 8.62 Hectares (i.e. 86200 Square Meters)** of **MOUZA - NILDOH,** P.S.K. 46. Khate Nos. 9, 30, 126 & 111 including all easementary rights appurtenant and belonging thereto, situated at Village - Nildoh, within the limits of Grampanchayat Nildoh in Tahsil - Hingna and District- NAGPUR and more particularly described in the schedule hereunder and delineated in the map in Red Color in the map annexed with this deed and more particularly described in the schedule hereunder forever - TO HOLD THE SAME TO AND UNTO THE PURCHASERS as absolute owners thereof forever free from encumbrances.

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MANNER OF PAYMENT

i. Rs. _____/- (Rupees - _____ Only) paid by the Purchaser to the Vendors Party paid by Chq No. _____ on dated _____ drawn on _____ , Nagpur, acknowledged by the Vendors Party.

ii. Rs. _____/- (Rupees - _____ Only) paid by the Purchaser to the Vendors Party paid by Chq No. _____ on dated _____ drawn on _____ , Nagpur, acknowledged by the Vendors Party.

iii. Rs. _____/- (Rupees - _____ Only) paid by the Purchaser to the Vendors Party paid by Chq No. _____ on dated _____ drawn on _____ , Nagpur, acknowledged by the Vendors Party.

TOTAL RS. _____/- **(RUPEES- _____ ONLY)**

Receipt of the same is acknowledge by the vendors.

If the abovementioned cheques bounced by the purchaser this sale deed shall be automatically cancelled and the given payment will be forfeited and the plot mentioned in the schedule of property will be sold to other person without further reference. The purchaser should not use outer portion of the plot in any condition.

2) The Vendor hereby assure the Purchasers that he has good, clear, Valid and marketable title and he is legally competent to transfer the ownership rights in the aforesaid property.

3) That the Vendor hereby further declares and covenants that the said land is free from all charges, lien, charge, mortgages, easements, licenses and/ or every type of other encumbrances whatsoever and they are legally competent to transfer the said land. There is no legal embargo subsisting against the Sellers right to transfer the said property.

4) That the Vendor shall pay all the Taxes, Govt. Semi Government charges and rent accrued and due to the said property upto the date of this sale deed. Thereafter it shall be the responsibility of the Purchaser.

5) That the Vendor further declares and covenants that he and his predecessors in title holds the said property within the ceiling limits as prescribed under the Maharashtra Agricultural Land (C & R) ceiling and Regulations Act, 1996 and in the event it is found that the Vendor's holding is in excess of the ceiling limits as per the provisions of the said Act, then he undertakes to protect the interest of the Purchasers and keep them absolutely saved, harmless and indemnified from any loss or damages.

6) That the land covered under this Deed of Sale is out of the purview of Urban Land (Ceiling & Regulation) Act, 1976.

7) That the land of **Mouza- Nildoh, Kh. No. 30, 33/ 1, 33/2, 35,** is in Industrial Zone and for Industrial use (M.I.D.C).

8) The Vendor hereby declares that as per plan given by vendor the purchaser will be the owner of property mentioned in schedule of property. Purchaser shall full liberty to use the said land for Industrial use and the rules of the authority N.M.C./N.I.T./Grampanchayat/M.I.D.C Industrial shall be binding on the purchaser.

9) That the Layout plan of **Mouza Nildoh, Kh. Nos. 30, 33/1, 33/2 & 35, wants any changes** in the said Layout will made by the Vendors (Sellers) from the Nagpur Improvement Trust, Nagpur and any others authority the purchaser agreed for these changes unconditionally hence this is the concern from the Purchaser. That the Seller have already transacted for sale **21 plots** bearing Nos, **07,08,09, 10,18,19,21,22,23,24,25,26,30,31,33,34,35,36,38,54, and 61.** The Purchaser is aware of the said sale in terms of the layout plan. The Purchaser shall not be entitled to dispute the said acquisition.

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10) The Vendor hereby declares that the said land is not under acquisition of any department and in case if the said land is under acquisition, it would be the sole responsibility of the Vendor to get it released at his cost from the acquiring body.

11) That the Vendor further declares and covenants that all rates, taxes, cesses and all other such outgoings have been duly paid by him from time to time to the concerned authorities till the date of Sale deed & upon discovery of any dues in future, hereafter the same shall be paid by the Vendor. Purchaser.

12) That physical possession of the said property will be is handed over to the Purchaser at the time of execution of sale deed with actual measurement and the purchaser shall enjoy the same and to deal with the same as full owners thereof without any hindrance or obstruction from any body. The Purchaser shall use the said plot for industrial purpose only. In the event of Purchaser transferring the said plot with or without a building standing thereon, by way of sale, gift or otherwise it shall be necessary for the Purchaser to get No objection certificate from M/s. Prateek Infrastructure.

13) That the Purchaser should obtained the Sanction Building plan from sanctioning authority of Nagpur i.e. **NAGPUR METROPOLITAN REGION DEVELOPEMENT AUTHORITY**after the Sale Deed and the construction on said plot should be done as per norms of sanctioning authorities whom so-ever-it-may-concern. Any illegality or irregularity shall be the responsibility and liability of the Purchaser.

14) That the vendor shall sign the necessary application form for mutation of the property hereby sold in the name of the purchaser and give all other co-operation that may be necessary for the aforesaid purpose.

15) That in all other respect not specifically provided herein the relations between the parties shall be governed by the Transfer of Property Act, 1882.

16) That all the legal expenses including stamp duty and registration charges have been exclusively borne and paid by the Purchaser.

17) That the Purchaser has seen all the documents related to the below mentioned property and he is satisfied with all the documents, and undertakes not to raise any further requisition in this regard..

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SCHEDULE OF PROPERTY

ALL THAT Piece and Parcel of land bearing **Plot No. ___** out of the sanctioned layout known as **"PRATEEK NAIDU INDUSTRIAL PARK" total admeasuring area _____ Sq. Mtrs. (_____Sq. Feet)** being a portion of the entire land bearing **Kh. No. 30, 33/ 1, 33/2 & 35, having a total area of 8.62 Hectares (i.e. 86200 Square Meters)** & **Saleable Area 46113.933** of **MOUZA - NILDOH,** P.S.K. 46. Khate Nos. 9, 30, 126 & 111 including all easementary rights appurtenant and belonging thereto, situated at Village - Nildoh, within the limits of Grampanchayat Nildoh. in Tahsil - Hingna and Dist. NAGPUR and bounded as under:

Boundries :-

ON THE EAST : _____

ON THE WEST : _____

ON THE NORTH : _____

ON THE SOUTH : _____

IN WITNESS WHEREOF the VENDORS, the PURCHASER PARTY, herein above named 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 Hingna NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by **- Laxman J. Deulkar, Authorised Bond writer District Court, Nagpur Lic. No. 5/1983, R/O. New Dnyaneshwar Nagar, Manewada Road, Nagpur. Mob No. 9823032241**

1) SHRI. ASHOK S/o KANHAIYYALAL BHIWAPURKAR

2) MRS. RITA W/o ASHOK BHIWAPURKAR

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3) SHRI. ALOK S/o AVINASH CHANDRA

4) SHRI. ASHOK S/o AVINASH CHANDRA

All acting through their duly Constituted Attorney **PRATEEK INFRASTRUCTURES**

through its Proprietor **-**

(SHRI VIJAY PRABHAKARRAO NAIDU)

VENDORS

PURCHASER

PURCHASER