

SALE DEED FOR RS. _____ ONLY
(RUPEES _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)
RS. _____ ONLY

THIS DEED OF SALE is made and executed at NAGPUR on this _____ Day of _____, 2018, BETWEEN :

M/S. SHARMA CONSTRUCTION COMPANY, NAGPUR, A Partnership Firm (Income Tax PAN _____) having its Registered Office at 18, Corporation Market, Gokulpeth, Nagpur – 440 010 and acting through its Partner **SHRI. UMESH S/o RADHESHYAM SHARMA**, Aged about 48 Years, Occupation – Business, Income Tax PAN AEWPS1706H & Aadhar Unique Identity No. _____, Resident of Gokulpeth, Nagpur-440010, Tahsil and District – NAGPUR, hereinafter called the **“VENDOR / PROMOTER”**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **“PARTNERSHIP FIRM”** and its **PARTNERS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

SHRI. _____,
Aged about _____ Years, Occupation - _____
Income Tax Permanent Account No. _____,
Aadhar Unique Identity No. _____,
Resident of _____, Tahsil and District – NAGPUR,

hereinafter called the **“ALLOTTEE / PURCHASER”**, which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **“ALLOTTEE / PURCHASER”**, as well as, her/his heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**.

(1)	Title History :
	The Vendor/Promoter hereinabove named is owns and possess and in possession of the property comprising ALL THAT Piece and Parcel of land bearing Survey No. 141/5 having an area of 1.62 Hectares, (4.00 Acres) Land Revenue Rs. 11.08 Yearly, held in Occupancy Class-1 Rights of Mouza – VELA (HARISHCHANDRA), Patwari Halka No. 38 situated at Vela (Harishchandra) within the limits of the Grampanchayat – Vela (Harishchandra) in Tahsil – Nagpur (Rural) and District - NAGPUR; ALL THAT Piece and Parcel of Agricultural land bearing Khasra / Survey / Gut No. 141 of Mouza – VELA (HARISHCHANDRA), P.S.K. 38 having an area of 8.42 Hectares (OR 20.79 Acres), held in Occupancy Class-1 Rights including all types of Trees, Shrubs, Passage, Right of Way, Water Courses and all other easementary rights appurtenant and belonging thereto, situated at Vela (Harishchandra), within the limits of the

Grampanchayat – Vela (Harishchandra) in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Raje Raghuji Rao Bhonsale, being his separate property;

The virtue of Partition affected in Civil Suit No. 16 of 1961 amongst the Co-owners, Smt. Rani Annapurnabai Raje Raghuji Rao Bhonsale became the owner of the 1/9th share in the properties of Late Raje Raghuji Rao Bhonsale.

During her life time the aforesaid Smt. Rani Annapurnabai Raje Raghuji Rao Bhonsale executed her LAST WILL AND TESTAMENT on 29-07-1998 and thereby she bequeathed the aforesaid entire property to Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke, jointly absolutely forever with heritable and transferable rights therein.

The said Smt. Rani Annapurnabai Raje Raghuji Rao Bhonsale left for heavenly abode on 03-12-1998 and consequent upon her demise/death, the said Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke jointly, became the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL Dated 29-07-1998.

The aforesaid Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke lateron transferred 1.62 Hectares of land out of total land of Kh. No. 141 by a Sale Deed Dated 20-07-2005, which is duly registered at the Office of the Sub-Registrar, Nagpur-Rural in Book No. 1 at Sr. No. 4551/2005 on even date. The said land renumbered as Kh. No. 141/2 of Mouza – Vela (Harishchandra).

The aforesaid Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke lateron further transferred 1.62 Hectares of land out of total land of Kh. No. 141, by a Sale Deed Dated 08-12-2005, which is duly registered at the Office of the Sub-Registrar, Nagpur-Rural in Book No. 1 at Sr. No. 7119/2005 on even date. The said land renumbered as Kh. No. 141/3 of Mouza – Vela (Harishchandra).

The aforesaid Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke lateron further transferred 0.81 Hectares of land out of total land of Kh. No. 141 by way of Sale to Smt. Shraddha Udaysingh Shirke, by a Sale Deed Dated 08-12-2005, which is duly registered at the Office of the Sub-Registrar, Nagpur-Rural in Book No. 1 at Sr. No. 7105/2005 on even date. The said land renumbered as Kh. No. 141/4 of Mouza – Vela (Harishchandra). The remaining land having an area of 4.37 Hectares of land owned and possessed by the said Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke. The said land renumbered as Kh. No. 141/1 of Mouza – Vela (Harishchandra).

The aforesaid Shri. Dilip Narayan Rao Shirke, Shri. Uday Narayan Rao Shirke and Shri. Ranjit Narayan Rao Shirke lateron transferred the aforesaid property comprising ALL THAT Piece and Parcel of land having an area of 1.62 Hectares out of bearing Survey

	No. 141/1 of Mouza – VELA (HARISHCHANDRA), Patwari Halka No. 42, situated at Vela (Harishchandra), within the limits of the Grampanchayat – VELA (HARISHCHANDRA) in Tahsil – NAGPUR (Rural) AND District - NAGPUR by way of Sale to M/s. Sharma Construction Company, the Vendor named hereinabove, by a Sale Deed Dated 22-08-2006, which is duly registered at the Office of the Sub-Registrar, Nagpur-Rural-10 in Book No. 1 at Sr. No. 4200 on 22-08-2006. As a result therefore the Vendor/Promoter hereinabovenamed have now become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in all relevant records; In the mean time as per revenue record having an area of 1.62 Hectares of land out of Kh. No. 141 renumbered Kh. No. 141/5 of Mouza – Vela (Harishchandra)
	N.A. permission :
	The aforesaid land of Khasra / Gat No. 141/5 is converted for Non Agricultural (Residential) Use passed by the Collector, Nagpur vide its Order Dated 06-08-2018 passed in Revenue Case No. 327/NAP-34/2017-18;
	Lay-out Sanction :
	For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority upon several terms and conditions contained therein. In terms of the said Agreement, the Executive Engineer Nagpur Metropolitan Region Development Authority Nagpur has recommended and approved the layout Plan of said land vide its Letter No. ____/(____)/____/____ Dated _____.
(2)	Real Estate Project Name:
	The said Real Estate Project is purely a Plotted Development and shall be known and styled as “SHARMA LAY OUT - 1” (Hereinafter referred to as the “Project”)
	Address :
	Khasra / Survey No. 141/5 of MOUZA – VELA (HARISHCHANDRA), Patwari Saza No. 38, Grampanchayat – Vela (Harishchandra), Tahsil – Nagpur (Rural) and District – NAGPUR, PIN Code – 441108.
	Architect :
	The Vendor/Promoter has appointed Architect Shri. Umesh Lamge , having its office at Ajni Square, Wardha Road, Nagpur.
	Existing Permissible Built-up Area (F.S.I area) for Plots :
	The Nagpur Metropolitan Region Development Authority has approved FSI of 1.4164 to the said Plot.
	Amenity Space / Public Utility Plot :
	Open Space of 1624.45 Sq. Mtrs. is provided in the said Lay-out.
(3)	Compliance of Real Estate (Regulation & Development) Act, 2016 :
	The Real Estate (Regulation & Development) Act, 2016 has come into force since 01/05/2017. “ SHARMA LAY OUT-1” is duly register with the said Authority vide Registration No. _____.
	Phasing of the Project :

	This Project is developed in a Single Phase.
	Inspection of all documents by Allottee/Purchaser :
	On demand from the Allottee/Purchaser, the Vendor/Promoter has given inspection to the Allottee/Purchaser of all documents of title relating to the project land and plans, designs & specification prepared by the project Architect and all other such documents as specified under The Real Estate (Regulation & Development) Act and Rules & Regulations made there under.
	Disclosure regarding litigation :
	The Vendor/Promoter hereby declares that there are no civil / criminal case is pending with respect to the said land.
	Disclosure regarding reservation in said land :
	The Vendor/Promoter hereby declares that based on the sanctioned Lay-out Plan obtained from local authority area under road admeasuring 2661.13 Sq. Mtrs., Open Space 1624.45 Sq. Mtrs is to be handed over to the local authority. Apart from this, the Vendor/Promoter declares that there is no reservation or acquisition on any part of the said land..
	Disclosure regarding legal entity for Plot Owners :
	The Vendor/Promoter hereby declares that the independent Plots are to be sold on Ownership basis by executing the Sale Deed and therefore the buyers of such Plots will become absolute Owner of such Plots with heritable and transferable rights therein. Thus a separate legal entity (co-operative society) of Plot Owners will be formed, which will be responsible for maintenance of the said Lay-out Project.
(4)	Interest shown by the Allottee/Purchaser :
	The Vendor/Promoter has disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the Plot No. _____ out of the project known as “SHARMA LAY OUT-1” which is more particularly described in the Schedule B and location of the which is shown on authenticated copy sanctioned Lay-out plan annexed herewith as “Annexure C” .
(5)	Offer and acceptance :
	The Parties relying on the confirmations representation and assurances of each other to faithfully abide by mutually agreed all the terms, conditions and stipulations and all applicable laws, entered into Agreement of Sell upon the terms and conditions stated therein.
	<u>NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS :</u>
(1)	THAT in pursuance of the agreement and in consideration of a total Consideration of Rs. _____/- (Rupees _____ Only) , paid by the Purchaser(s) to the Vendor in the manner appearing hereinbelow, the receipt whereof the Vendor does hereby acknowledge and the Vendor being the absolute Owner of the said land, does hereby convey, grant, sell and transfer the ALL THAT Piece and Parcel of land bearing Plot No. ____ out of the sanctioned layout containing by admeasurement _____ Square Meters. (OR _____ Square Feet) out of the sanctioned lay-out known and styled as “SHARMA LAY OUT-1” , being a portion of the

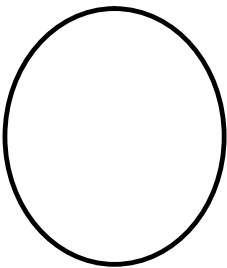
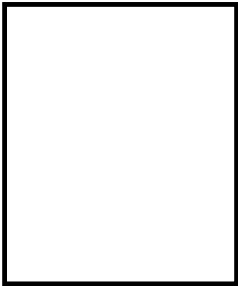
	entire land bearing Khasra / Survey / Gut No. 141/5 of MOUZA – VELA (HARISHCHANDRA) Patwari Saza No. 38, including all other easementary rights appurtenant and belonging thereto, situated at Village – Vela (Harishchandra), within the limits of the Grampanchayat – Vela (Harishchandra) in Tahsil – Nagpur (Rural) and District – NAGPUR, hereinafter termed shortly as the “SAID PLOT” more particularly described in Schedule B hereunder written, to and unto the Purchaser to hold the same as an absolute owner, free from all encumbrances.
(2)	<u>MANNER OF PAYMENT :-</u>
	Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor. Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor. Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor. Rs. _____=00 (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____, Dated _____ Drawn on _____, the receipt whereof is hereby acknowledged by the Vendor. _____ Rs. _____=00 (RUPEES _____ ONLY)
(3)	THAT the VENDOR does hereby covenant with the PURCHASER as follows :-
	i) THAT , the Vendor has good, valid and marketable title to the property hereby sold and that it has absolute right and full authority to convey, assign and transfer the same by way of sale to the Purchaser absolutely forever with heritable and transferable rights therein.
	ii) THAT , the interest hereby transferred subsists the Vendor has full authority, right and power to transfer the same to the Purchaser(s) absolutely.
	iii) THAT , the Vendor has not done any act whereby the said Property transferred here under and is not encumbered in any way or whereby it is debarred from transferring the same to the Purchaser(s) absolutely.
	iv) THAT , the Vendor has neither mortgaged, sold or gifted the said property hereby sold nor created any encumbrances liens, attachment of whatsoever nature over the property hereby sold and the Vendor undertakes to clear the same if found later on

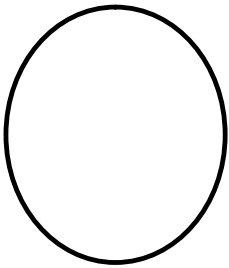
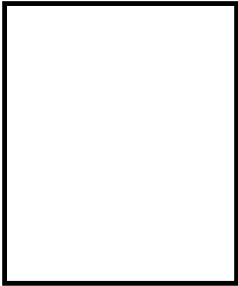
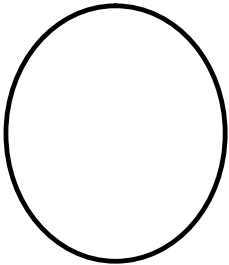
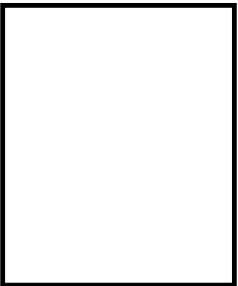
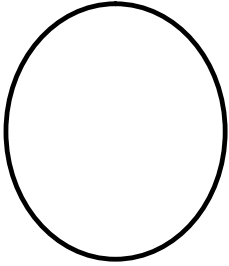
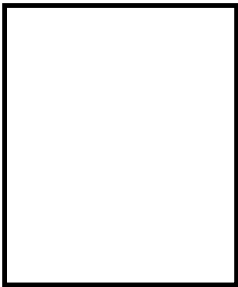
	and the Vendor hereby agrees to indemnify and compensate the Purchaser(s) for all losses, damages and the costs that the Purchaser(s) might matter.
v)	THAT , the area and interest in the above said Property hereby sold shall be quietly entered into, held and enjoyed the rents and profits received there from by the Purchaser(s) without any interruption or disturbance by the Vendor and/or any person claiming on behalf of the Vendor.
vi)	THAT , the Vendor has paid NA, Grampanchayat Taxes, rents etc. upto this date of Sale deed for the said Plot to the proper authorities. However, if it is noticed and disclosed that there subsists any arrears to be paid to the proper assessing authorities by the Vendor undertakes to pay the same to the respective authorities and keep the Purchaser(s) indemnified.
vii)	THAT , the possession of the above said Plot transferred hereunder is handed over today to the Purchaser(s), who will hold and enjoy the same hereinafter with heritable and transferable rights.
viii)	THAT , the Purchaser(s), shall from the date hereof always pay regularly the Non Agricultural Assessment and all other outgoings etc. whatsoever assessed on her/his/their Plot of land.
ix)	THAT , the Purchaser(s), shall construct her/his/their Residential House on the said plot of land in accordance with the existing building construction rules and regulations of the Nagpur Improvement Trust.
x)	THAT , the Purchaser(s) is/are fully aware that all the conditions, covenants, terms and undertakings as may be imposed by the Collector, Nagpur, Competent Local Authority, Town Planning Department & other department and by the decision as may be taken by the Government of Maharashtra regarding the said land shall always remain binding upon their successors-in-title. Similarly the Purchaser(s) has/have agreed to pay the proportionate charges and expenses required for development of the said Lay-out, as and when demanded by the Vendor
xi)	THAT , the Vendor will support any application made by the Purchaser(s) for mutation of his/her/their name(s) in the Govt. and Local Body Records.
xii)	THAT , the Vendor will at the cost of the person requiring the same execute and do every such assurance or things necessary for further and more perfectly assuring the said property to the Purchaser(s) as may reasonably be required.
xiii)	THAT it is clearly agreed and understood by the Purchaser that it shall be her/his sole liability and responsibility to pay the betterment and development charges in respect of said Plot of land hereby sold to her/him to the concern department within time period as and when the same are demanded by it any time in future in accordance with the provisions of the Nagpur Improvement Trust Act 1936 of Maharashtra Regional & Town Planning Act 1966.
xiv)	THAT , it is specifically agreed and understood between the Parties hereto that they shall abide by all the terms and conditions stipulated in the Development Agreement Dated _____ executed between the Vendor and the Nagpur Improvement Trust, Nagpur.
	The Vendor/Promoter shall form Co-operative Society for the Plot Owners of said Lay-out. The Allottee/Purchaser shall observe and perform all the rules and regulations the said Co-operative Society may adopt at its inception and the additions, alterations or

	amendments thereof that may be made from time to time for protection and maintenance of the said Lay-out and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
	The Allottee/Purchaser shall permit the Vendor/Promoters and its surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land / Lay-out or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
	The Allottee/Purchaser is well aware that the Vendor/Promoter will complete development works of said Lay-out. The Allottee/Purchaser assures that after possession of the said Plot he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required for the future works.
	In view of the mutual agreement between the parties hereto, the stamp duty of Rs. _____/- along with appropriate registration fees as per Maharashtra Stamp Act, 2015 are paid by the Vendor/Promoter. However, if there is any increase in stamp duty by the Government at the time of registration of conveyance in favour of respective building and/or federation/Apex body, then such incremental stamp duty shall be borne and paid by the Allottee/Purchaser.
	That the aforesaid Layout is developed/got sanctioned in accordance with presently applicable charges. In case, if in future the planning authority or any other Competent Authority raised any demand towards development/sanction of the said Lay-out, then all such charges shall be borne and paid by the Allottee/Purchaser alone. Under no circumstances the Vendor/Promoter will be liable for the same.
	SCHEDULE – A (SAID LAND)
	ALL THAT Piece and Parcel of land bearing Survey No. 141/5 having an area of 1.62 Hectares, (4.00 Acres) Land Revenue Rs. 11.08 Yearly, held in Occupancy Class-1 Rights of Mouza – VELA (HARISHCHANDRA), Patwari Halka No. 38 situated at Vela (Harishchandra) within the limits of the Grampanchayat – Vela (Harishchandra) in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under – ON THE EAST ON THE WEST ON THE NORTH ON THE SOUTH - - - - BY SURVEY NO. 140, BY REMAINING PORTION OF KH. NO. 141/1, BY SURVEY NOS. 141/4 & 142, BY SURVEY NO. 134.

	SCHEDULE – B (SAID PLOT)
	ALL THAT Piece and Parcel of land bearing Plot No. _____ containing by admeasurement _____ Square Meters. (OR _____ Square Feet) out of the sanctioned layout carved on the land described in Schedule - A and known and styled as “SHARMA LAY OUT-1”, and the said Plot is bounded as under – ON THE EAST - BY, ON THE WEST - BY, ON THE NORTH - BY ON THE SOUTH - BY
	SCHEDULE- C DEVELOPMENT WORKS OF THE PROJECT 1) BM + SDBC Tar Road 2) Sewage Line 3) Strom Drainage Line 4) Water Pipe Line 5) Open space Compound wall 6) Sewage Treatment Plant 7) Rain Harvesting Chamber 8) Electric Network with Transformer 9) Street Light 10) Common Lay-out fencing with barbet wire & Cement Concrete Poll 11) Common Entrance Gate

IN WITNESS WHEREOF the VENDOR/PROMOTER and the ALLOTTEE/PURCHASER 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 NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. SHARMA CONSTRUCTION COMPANY (UMESH RADHESHYAM SHARMA) Authorised Partner <u>VENDOR/PROMOTER</u>

02			(_____) <u>ALLOTTEE/PURCHASER</u>
<u>WITNESSES :-</u>			
I			_____ <u>WITNESS NO. 1</u>
II			_____ <u>WITNESS NO. 2</u>