

SALE DEED

FOR RS. _____ **/-**

(RUPEES _____ ONLY)

GOVERNMENT MARKET VALUE RS. _____ **/-**

[Government Ready Reckoner 2020 - 2021, Valuation of Stamp Duty @ Rs. 8,450/- per Sq. Mtrs. as per Division No. 9/9.4, Khasra No. 22/1 of Mouza – Ghogli, Tahsil & District – Nagpur (Gramin)]

This **SALE DEED** is made and executed at **NAGPUR** on this ____ **Day** of _____, **2020**

BETWEEN

SHRI SHANKAR S/O VITTHAL THAKRE, Aged about 52 years, Occupation – Business (P.A. NO. AEWPT3097A) (Aadhaar No. 3030 9762 2705), Resident of House No. 23, Near Raisonni Convent, Pawar Nagar, Hudkeshwar Road, Nagpur – 440034, herein afterwards called as the “**VENDOR**” which expression shall unless repugnant to the context or meaning thereof always mean and include the said “**VENDOR**” as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

_____ **S/O** _____, Aged about ____ years, Occupation – _____ (P.A. NO. _____) (Aadhaar No. _____), Resident of _____, herein afterwards called as the “**PURCHASER**” which expression shall unless repugnant to the context or meaning thereof, always mean and include the said “**PURCHASER**” as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the **SECOND PART**.

WHEREAS the above named **Vendor** is sole and absolute owner with all heritable and transferable rights therein of **All That** piece and parcel of **Non – Agricultural Land**, admeasuring **15623.786 Sq. Mtrs.** forming part and parcel of **Land**, total containing by admeasurement **15800.00 Sq. Mtrs.** (1.58 Hectares) bearing **Khasra No. 22/1**, P.H. No. 38 of **Mouza – Ghogli** situated within limits of **Village Grampanchayat – Ghogli** in **Tahsil** and **District – Nagpur** (Gramin), which is more particularly described in Schedule of Property hereunder written.

WHEREAS originally, **All That** piece and parcel of **Agricultural Land**, total containing by admeasurement **3.66 Hectares** bearing **Khasra No. 22**, P.H. No. 38 of **Mouza – Ghogli**, situated within limits of **Village Grampanchayat – Ghogli** in **Tahsil** and **District – Nagpur** (Gramin) belonged to **Shri Vitthal Tukaram Thakre**, Resident of Bori, Nagpur.

WHEREAS during his lifetime, **Shri Vitthal Tukaram Thakre** had effected partition of his **Agricultural Land**, admeasuring **3.66 Hectares** by virtue of a **Partition Deed**, which is registered at **Serial No. 03794 / 2003** on **29-09-2003** in the office of **Sub-Registrar, Nagpur** (Gramin).

WHEREAS as per the said **Partition Deed**, dated **29-09-2003**, **Shri Vitthal Tukaram Thakre’s** one of the Son, **Shri Shankar Vitthal Thakre** was allotted **Northern side** portion of **Agricultural land**, admeasuring **1.60 Hectares** bifurcating from **East** to **West** from and out of

total **Agricultural Land**, admeasuring **3.66 Hectares** and thus he became sole owner and possessor of the said **Northern side** portion of **Agricultural land**, admeasuring **1.60 Hectares** with all heritable and transferable rights therein.

WHEREAS as per the said **Partition Deed**, dated **29-09-2003**, **Shri Vitthal Tukaram Thakre's** another Son, **Shri Maroti Vitthal Thakre** was allotted **Southern side** portion of **Agricultural land**, admeasuring **1.60 Hectares** bifurcating from **East to West** from and out of total **Agricultural Land**, admeasuring **3.66 Hectares** and thus he became sole owner and possessor of the said **Agricultural land**, admeasuring **1.60 Hectares** with all heritable and transferable rights therein

WHEREAS as per the said **Partition Deed**, dated **29-09-2003**, the remaining **0.46 Hectares** of **Agricultural land** was jointly allotted to **Shri Vitthal Tukaram Thakre** and his Wife, **Sou. Kaushalya Vitthal Thakre** and accordingly, they became joint owners and possessors of the said **0.46 Hectares** of **Agricultural land** with all heritable and transferable rights therein.

WHEREAS lateron, **Shri Shankar Vitthal Thakre** sold **Plotable Area of Land**, admeasuring **340.00 Sq. Mtrs.** from and out of his **Northern side** portion of **Agricultural land**, admeasuring **1.60 Hectares** to **Shri Vijay Tukaramji Aaglawe** by virtue of a **Sale Deed**, which is registered at **Serial No. 1095 / 2005** on **09-05-2005** in the office of **Sub - Registrar No. 7, Nagpur (Gramin)**.

WHEREAS in due course of time, **Shri Vitthal Tukaram Thakre** left for heavenly abode on **20-01-2004** and **Sou. Kaushalya Vitthal Thakre** died on **05-10-2005** and after their death, their **0.46 Hectares** of **Agricultural land** devolved upon their **2 Sons**, namely, **1) Shri Shankar Vitthal Thakre** and **2) Shri Maroti Vitthal Thakre** and **2 Daughters**, namely, **1) Sou. Kalpana Bisanrao Wankhede** and **2) Sou. Panchfula Chakradhar Atkare** by virtue of intestate succession as per provisions of the Hindu Succession Act, 1956 and accordingly, they became joint co – owners of the said **0.46 Hectares** of **Agricultural land** with each of them, having **0.115 Hectares** (0.284 Acres) right, title, share and interest in the said **0.46 Hectares** of **Agricultural land**.

WHEREAS subsequently, **1) Sou. Kalpana Bisanrao Wankhede** and **2) Sou. Panchfula Chakradhar Atkare** jointly released – relinquished their right, title, share and interest in the said **0.46 Hectares** of **Agricultural land** equivalent to **0.235 Hectares** (0.575 Acre) in favour of **Shri Maroti Vitthal Thakre** by virtue of **Release Deed** which is registered at **Serial No. 4621 / 2006** on **05-09-2006** in the office of **Sub-Registrar No. 7, Nagpur (Gramin)**.

WHEREAS lateron, 1) **Shri Maroti Vitthal Thakre** sold his **Southern side** portion of **Agricultural land**, admeasuring **1.60 Hectares** and 2) **Shri Shankar Vitthal Thakre**, 3) **Sou. Kalpana Bisanrao Wankhede** and 4) **Sou. Panchfula Chakradhar Atkare** jointly sold their right, title, share and interest in the said **0.46 Hectares** of **Agricultural land**, thus altogether admeasuring **2.08 Hectares** of **Agricultural land** from and out of total **Agricultural Land**, admeasuring **3.66 Hectares** to 1) **Shri Suresh Kondbaji Burewar** and 2) **Shri Pawan Vasudeorao Pryamwar** by virtue of **Sale Deed** which is registered at **Serial No. 5360 / 2007** on **03-09-2007** in the office of **Sub-Registrar No. 7, Nagpur (Gramin)**.

WHEREAS the said **Southern side** portion of **Agricultural land**, admeasuring **2.08 Hectares** sold to 1) **Shri Suresh Kondbaji Burewar** and 2) **Shri Pawan Vasudeorao Pryamwar** was allotted **Khasra No. 22/2**, P.H. No. 38 of **Mouza – Ghogli, Tahsil** and **District – Nagpur (Gramin)**.

WHEREAS after sale of the said **2.08 Hectares** of land, the present Vendor i.e. **Shri Shankar Vitthal Thakre** alone was left with ownership, title and possession of his **1.58 Hectares** of **Agricultural land** bearing **Khasra No. 22/1**, P.H. No. 38 of **Mouza – Ghogli, Tahsil** and **District – Nagpur (Gramin)** and accordingly, his name was mutated in the records of 7/12 extract, Grampanchayat – Ghogli and other records of the government.

WHEREAS lateron, **Shri Shankar Vitthal Thakre** converted a portion of **Land**, admeasuring **15623.786 Sq. Mtrs.** from and out of his total **Land**, admeasuring **15800.00 Sq. Mtrs.** (1.58 Hectares) bearing **Khasra No. 22/1**, P.H. No. 38 of **Mouza – Ghogli** in **Tahsil** and **District – Nagpur (Gramin)** for permanent **Non – Agricultural** use for **Residential** purpose by **Order**, dated **06-12-2019** passed by the **Collector – Nagpur** in **Revenue Case No. 96 / N.A.P. – 34 / Mouza – Ghogli / 2019 - 2020**.

WHEREAS subsequently, the **Vendor** decided to develop the said **Non-Agricultural land** into a project of **Residential Plots** and accordingly he carved layout over the said **Non-Agricultural land** and accordingly, the **Layout Plan of Residential Layout** laid over the said **Non - Agricultural Land**, admeasuring **15623.786 Sq. Mtrs.** from and out of his total **Land**, admeasuring **15800.00 Sq. Mtrs.** (1.58 Hectares) bearing **Khasra No. 22/1**, P.H. No. 38 of **Mouza – Ghogli** in **Tahsil** and **District – Nagpur (Gramin)** was finally sanctioned by **Executive Engineer** of the **Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.)** vide its **Letter No.**

_____.

WHEREAS as per the sanctioned **Layout Plan**, the **Total Area** of **Khasra No. 22/1** is **15800.00 Sq. Mtrs.** and **Land** as per "**K**" **Patrak** is **15623.786 Sq. Mtrs.** and **Area** under deduction for **D.P. Road** is **391.420 Sq. Mtrs.** and **Gross Area** of **Plots** is **15232.366 Sq. Mtrs.** and **Area** under **Recreational Open Space** is **1526.771 Sq. Mtrs.** and **Area** under **Amenity Space** is **1526.371 Sq. Mtrs.** and **Area** under **Internal Road** is **4230.965 Sq. Mtrs.** and **Area** under **Residential Plots** is **7948.207 Sq. Mtrs.** and **Area** for **M.H.A.D.A. Housing** is **1662.150 Sq. Mtrs.**

WHEREAS, the **Vendor** has registered the **Residential Layout** known and styled as **Aarambh** under provisions of the **Maharashtra Real Estate (Regulation and Development) Act, 2016** with the **Maharashtra Real Estate Regulatory Authority** and it bears **MahRERA Registration No.** _____.

WHEREAS the **Vendor** has absolute right to deal with and sell all **Plots** in the **Residential Layout** known and styled as **Aarambh** to any prospective buyer.

WHEREAS the **Purchaser** being interested in purchasing **Plot No.** _____, having total **Plotable Area** of _____ **Sq. Mtrs.** in the **Residential Layout** known and styled as **Aarambh** approached the **Vendor** and expressed his desire and willingness to purchase the said **Plot** and likewise the **Vendor** being interested in selling the said **Plot** offered to sell the same to the **Purchaser** for a valuable consideration amount of **Rs.** _____ **/-** (**Rupees** _____ **Only**) upon certain terms and conditions, which the **Purchaser** accepted and accordingly, the **Vendor** hereby assigns, conveys, transfers the said **Plot** by way of sale to the **Purchaser** upon the following terms and conditions:-

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS: -

THAT in consideration of a total sum of **Rs.** _____ **/-** (**Rupees** _____ **Only**) paid by the **Purchaser** to the **Vendor** in mode and manner appearing hereunder in **Schedule of Manner of Payment**, the **Vendor** does hereby assigns, conveys, transfers by way of **SALE** unto the **Purchaser** **ALL THAT** piece and parcel of **Plot No.** _____ (_____), total containing by admeasurement _____ **Sq. Mtrs.** (_____ **Sq. Fts.**) in the **Residential Layout** known and styled as **Aarambh** laid over **Non – Agricultural Land**, admeasuring **15623.786 Sq. Mtrs.**, forming part and parcel of **Land**, total containing by admeasurement **15800.00 Sq. Mtrs.** (1.58 Hectares) bearing **Khasra No. 22/1**, **P.H. No. 38** of **Mouza – Ghogli** situated within limits of **Village Grampanchayat – Ghogli** in **Tahsil** and

District – Nagpur (Herein afterwards referred to as the said “**Plot**” for sake of brevity and convenience) TO HOLD THE SAME TO AND UNTO THE PURCHASER as sole and absolute owner thereof forever, free from encumbrances of all kinds whatsoever and also free from payment of grampanchayat taxes, non-agricultural taxes, electricity and water bills, maintenance charges and all other charges and outgoings etc., levied thereon and payable up to date.

SCHEDULE OF MANNER OF PAYMENT

DATE	AMOUNT	CASH / CHEQUE / R.T.G.S / N.E.F.T	BANK AND BRANCH
TOTAL	Rs. _____/-	(RUPEES _____ ONLY)	

**THAT THE VENDOR AND THE PURCHASER DO HEREBY COVENANT WITH EACH OTHER AS
FOLLOWS:-**

- 1. THAT** the Vendor confirms and declares that the Plot hereby sold to the Purchaser is his self acquired Plot belonging to him alone and he further confirms and declares that no other person has any ownership, title, right, share or interest or right to claim partition in the said Plot in any manner, whatsoever.
- 2. THAT** the Vendor confirms and declares that he has legitimate, genuine, valid and marketable title of the Plot hereby sold to the Purchaser and he further confirms and declares that he has absolute legal right and full authority to assign, convey, sell and transfer the said Plot by way of sale to the Purchaser, absolutely and forever.
- 3. THAT** the Vendor confirms and declares that the Plot hereby sold is not impeded in any manner, whatsoever, which creates or may cause any defect in ownership and title of the Vendor and which legally prohibits the Vendor to assign, convey, sell and transfer the said Plot by way of sale to the Purchaser or which creates or may create any third party right, claim or interest or any type of encumbrance, charge or lien on the said Plot either by way of any lis-

pendens, litigation or civil suit, stay order or injunction, criminal proceedings, attachment, auction or recovery proceedings etc.

4. **THAT** the Vendor confirms and declares that prior to registration of this Sale Deed, he has not signed, executed any unregistered or registered deed or document purporting to be or authenticating to be assignment, conveyance, sale or transfer of the said Plot in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority. The Vendor further confirms and declares that in future if it is revealed that the Vendor had signed, executed any unregistered or registered any such deed or document confirming assignment, conveyance, sale or transfer of the said Plot in favour of any person, firm, company, society, trust, agency, association, institution, bank or statutory authority, before or after registration of this Sale Deed, then all such deeds or documents shall be treated as null, void, invalid and annulled deeds and documents and the same shall not be binding upon and enforceable against the Purchaser.

5. **THAT** the Vendor confirms and declares that there are no legitimate and bonafied legal heirs, lineal ascendants or descendants in full or half blood relationship, successors in title or claimants who have any vested interest or who can claim any ownership, title, right, share, interest or possession in any manner, whatsoever over the Plot. The Vendor further confirms and declares that in future, if this Sale Deed is disputed or challenged by any person for any reason whatsoever, then it shall be exclusive liability and responsibility of the Vendor to defend such person's claim, dispute, litigation or case at his efforts and expenses and he shall always indemnify the Purchaser against all such claims, disputes, litigations or cases.

6. **THAT** the Vendor confirms and declares that he has absolute legal right and authority to develop the said Non – Agricultural land without any let, hindrances or interference from the Vendor any other person claiming under authority or trust for him and that he has absolute legal right and authority to convey, assign, transfer, sell the said Plot to the Purchaser by way sale, absolutely and forever.

7. **THAT** the Vendor confirms and declares that the above sales consideration amount is inclusive of all charges and expenses towards providing common amenities and facilities provided in the layout such as internal and external roads, sewerage line, water pipeline, electric poles, water tank etc. and so also goods and services tax (if applicable), hence the Vendor confirms and declares that in future, the Purchaser shall not be liable to pay any additional

amount, cost, compensation, reimbursement, interest etc. on any account to the Vendor.

8. THAT the Vendor confirms and declares that he has paid non – agricultural taxes, grampanchayat taxes, electricity and water bills etc. in respect of the said Non – Agricultural land including the Plot hereby sold to concerned statutory and revenue authorities and government departments till date of registration of this Sale Deed and herein afterwards the Purchaser shall exclusively bear and pay non – agricultural taxes, grampanchayat taxes, electricity and water bills etc. levied by and payable to concerned statutory and revenue authorities and government departments and he shall indemnify the Vendor from payment of all such taxes, dues, charges etc. in future.

9. THAT the Purchaser confirm and declare that he has verified and satisfied himself by inspecting all original, certified, zerox copies of relevant title deeds and other documents pertaining to ownership and title of the Vendor in respect of the said Plot and found the same to be legitimate, genuine and valid and thereafter the Purchaser has purchased the said Plot from the Vendor as per his own aspiration, free will and conscience.

10. THAT the Purchaser confirms and declares he has verified and satisfied himself that the Vendor has provided all common amenities and facilities like recreational open space, amenity space, internal and external roads, sewerage lines, water pipelines, electric poles, water tank etc. in the layout. The Purchaser further confirms and declares that he has physically measured area of the Plot purchased by him and he confirms and declares that he has absolutely no grievance or complaint regarding physical area of his Plot or relating to any common amenities and facilities in the layout, therefore the Purchaser declares, confirms and declares that in future he shall not raise any grievance, dispute or claim any damages, compensation nor he shall initiate, lodge, file any complaint, case or proceedings before any consumer forum, civil or criminal court, real estate regulatory authority, statutory, development, planning or revenue authority thereby alleging or contending of any discrepancy or deficiency in services on part of the Vendor and the Purchaser shall always indemnify the Vendor and the Vendor against all such claims, compensations, damages, disputes or litigations etc.

11. THAT the Vendor confirms and declares that herein afterwards, the Purchaser shall have all legal rights and authority to peacefully enter upon, occupy, possess and enjoy the said Plot with appurtenances and receive rents, profits and earnings thereof for his own use and benefit, without any suit, eviction, interruption, claim and demand whatsoever from the Vendor or by

any person or persons claiming or to claim, from, under or in trust for him.

12. THAT the Vendor confirms and declares that in future, the Purchaser shall have all legal rights and authority to carryout construction over his Plot after obtaining previous sanction of Building Plan from the Nagpur Metropolitan Regional Development Authority (N.M.R.D.A), Collector - Nagpur, Nagpur Improvement Trust or other competent Planning and Sanctioning Authorities, strictly in accordance with Building Development Rules & Regulations and without causing any impediment, interference, disturbance, nuisance or affecting easement rights of other Plot owners in the layout.

13. THAT the Vendor confirms and declares that herein afterwards, the Purchaser shall have all legal rights and authority to use, utilise and avail benefits from all common amenities and facilities like recreational open space, amenity space, internal and external roads, sewerage line, water pipelines, electric poles, water tank etc. along with other Plot owners in the layout, without causing any impediment, interference, disturbance, nuisance or affecting easement rights of other Plot owners in the layout, however the Purchaser shall not be entitled to use, utilise and avail benefits from such common areas, amenities and facilities for his personal and exclusive need and use.

14. THAT the Purchaser is hereby made acquainted and he confirms and declares that he shall proportionately bear and pay all cost, charges and expenses that may be incurred or required to be paid towards maintenance of common amenities and facilities in Aarambh like maintenance and repairs of recreational open space, amenity space, internal and external roads, sewerage line, water pipelines, electric poles, water tank etc. and deploying common services like security guard's, sweeper's salaries or wages and all other incidental expenses and charges forming part and parcel of common amenities and facilities and common usage in Aarambh .

15. THAT the Purchaser confirms and declares that he shall abstain from doing any act or thing, which would cause annoyance, inconvenience or obstruction to other Plot owners in Aarambh and he shall always abide all Building Development & Control Rules and Regulations and Zonal Regulations of competent Planning Authorities.

16. THAT the Purchaser confirms and declares that he shall occupy and utilize the said Plot for Residential purposes only and he shall not change its use for any other purpose under any circumstances. The Purchaser confirms and declares that he shall have not right and authority

to, nor he shall he shall commence or carryout any trade, business, professional or commercial activity in his Plot much less any activity or work which may create noise, dust, air pollution, un-hygiene or due to which there could be danger of fire, accident, explosion or threat of life to himself or which may disturb peace and tranquillity of other Plot owners in the layout.

17. THAT the Purchaser confirms and declares that he shall not carry out partition, sub - division or amalgamation of the said Plot without previous written obtaining no – objection certificate from the Nagpur Metropolitan Regional Development Authority (N.M.R.D.A.).

18. THAT the Vendor confirms and declares that in future, if the Government of Maharashtra or the Government of India or any other Land Acquisition or Development Authority acquires the said Plot or part thereof due to any statutory reservation or acquisition and as a result thereof, if any compensation or F.S.I., T.D.R., F.A.R. pertaining to the said Plot or part thereof is allotted - awarded by the Government of Maharashtra or the Government of India or any other Land Acquisition or Development Authority, then the legal right of claiming and receiving such compensation or F.S.I., T.D.R., F.A.R. pertaining to the said Plot or part thereof shall be exclusively of the Purchaser and the Vendor shall have no right or claim over such F.S.I., T.D.R., F.A.R. thereto. However, the Purchaser confirms and declares that he shall have no right and authority to claim refund of sales consideration amount or any compensation, cost, damage, interest etc. from the Vendor by approaching consumer court, civil court, real estate regulatory authority or any other statutory and revenue authority.

19. THAT the Vendor and the Purchaser mutually confirm and declare that any inadvertent or typographical mistake, miss-statement, error or omission in this Sale Deed as regards stating or writing Mouza, Khasra Number, Plot Number, Area of Plot, Boundaries or Plot or any change in description of the said Plot due to any reason, whatsoever shall not invalidate this Sale Deed or affect its enforcement and legality in any manner nor the same shall annul or invalidate or cancel this Sale Deed, rather such mistake, miss-statement, error or omission shall always be subject to correction by the Vendor and the Purchaser.

20. THAT the Vendor confirms and declares that he shall unconditionally and without any delay sign all applications, affidavits, declarations, no-objection letters, undertakings etc. in favour of the Purchaser that may be required by him for mutating his name as owner of the said Plot in the records of Patwari 7/12 extract, Grampanchayat – Ghogli and other records of the government.

21. **THAT** the Vendor has delivered and the Purchaser has received actual physical possession of the said Plot in vacant and peaceful condition on the day of registration of this Sale Deed.
22. **THAT** the Vendor has delivered and the Purchaser has received all original, certified, zerox copies of relevant title deeds and other documents pertaining to ownership and title of the Vendor in respect of the said Plot on the day of registration of this Sale Deed.
23. **THAT** all expenses incurred on account of preparation and registration of this Sale Deed, including payment of Stamp duty, Registration charges and Lawyer’s fees has been exclusively borne and paid by the Purchaser.
24. **THAT** the Vendor and the Purchaser confirm and declare that they have thoroughly read and understood each and every covenants of this Sale Deed and each and every content and covenants of this Sale Deed are also read over and explained to them in vernacular and thereafter they have voluntarily and willingly signed, executed and registered this Sale Deed without any confusion, threat, coercion, undue influence, miss -representation or intoxication of any kind whatsoever, from any person, whomsoever and they further confirm and declare that they are absolutely convinced and satisfied with covenants of this Sale Deed.

SCHEDULE OF PROPERTY REFERREED HEREINABOVE

ALL THAT piece and parcel of **Plot No.** ____ (____), total containing by admeasurement _____ **Sq. Mtrs.** (_____ Sq. Fts.) in the **Residential Layout** known and styled as **Aarambh** laid over **Non – Agricultural Land**, admeasuring **15623.786 Sq. Mtrs.**, forming part and parcel of **Land**, total containing by admeasurement **15800.00 Sq. Mtrs.** (1.58 Hectares) bearing **Khasra No. 22/1**, P.H. No. 38 of **Mouza – Ghogli** situated within limits of **Village Grampanchayat – Ghogli** in **Tahsil** and **District – Nagpur** and bounded as under:-

ON THE EAST BY	-----	_____
ON THE WEST BY	-----	_____
ON THE NORTH BY	-----	_____
ON THE SOUTH BY	-----	_____

