- SALE DEED -

VALUED AT Rs. /-
MARKET VALUE Rs. /-

THIS **DEED OF SALE** is executed at Nagpur on this ….. day of …….2021 BY AND BETWEEN:

M/S PREMIER HERITAGE, a registered partnership Firm having registered office at – 1, Ajanta Society, Chindwada Road, Byramji Town, Nagpur-440013, acting through its authorised Partner SHRI AMIT MAGANLAL PANCHMATIYA, aged about 46 years, Occupation : Agriculturists/Business, Resident of - 44, Farmland, Ramdaspeth, Nagpur, Tahsil and District – NAGPUR – 440010, hereinafter referred to and called the **VENDOR**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **VENDOR** as well as its partners their respective heirs, legal representatives, executors, administrators, successors and assignees of the **ONE PART**. {PAN= AAXFP-9637-M}

WHEREAS, the Vendor has executed presentation power in favour of SHRI KAMLESH S/O INDRAKUMAR KHAKKAR, Age- 47 years, Occupation– Service, R/o Zenda Square, Mahal, Nagpur – 440032, which is duly registered at Sr. No. ……. before Joint Sub-Registrar Nagpur-…. on …… hence he is presenting this sale deed and admitting the contents of it on behalf of the Vendor.

AND;

MR. …….., Aged about ….. Years, Occupation: Service, {PAN= ……..}, R/o.- ……..,Nagpur-……. here-in-after known and referred to as the **"PURCHASER/S"** which expression shall unless repugnant to the context or meaning thereof always mean and include the **PURCHASER/S** as well as his/her/their heirs, legal representatives, executors, administrators, successors and assignees of the **OTHER PART**, AND;

WHEREAS, the VENDOR Firm is the owner of ALL THAT piece and parcel of land bearing Kh/Survey No. 181 admeasuring about 0.91 Hectares, Land Revenue Rs.3.75 yearly with Occupancy Class I Bhumiswami rights, bearing P. H. No. 6, situated at MOUZA: WADDHAMNA, Tahsil: Hingna District: Nagpur.

WHEREAS**,** originally the lands bearing New Survey No. 181 and 182 was portion of larger property bearing Old Survey No. 78, admeasuring 3.82 Acers, and was owned by Shri Shripat Bahya, Avachit Bahya, Smt. Mohini Bahya and Shri Ganesha Jago as per records of Adhikar Abhilekh Panji 1954-55 .

WHEREAS, the oral partition took place between Shri Shripat Bahay, Avachit Bahya and Shri Ganesha Jago on 15/03/1956 wherein the portion of land admeasuring about 0.63 Hectares (1.56 Acers), gone in the share of Shripat Bahya, Avchit Bahya, Smt. Mohini Bahya and the same was renumbered as New Kh. No. 78/2, and one of co-owner Avchit Bahya expired on 15/10/1959 without any issue, widow and the remaining co-owners Shripat Bahya and Smt. Mohini Bahya sold the said land to Sheshrao Ganeshrao Raut by registered Sale Deed dt. 23/06/1967 registered with Sub Registrar, Nagpur at Book No. 1 at Sr. No. 3156 dt. 23/06/1667. That under the said Partition, the land admeasuring 0.91 Hectares (2.26 Acers) gone in the share of Ganesha Jago and the same was renumbered as New Kh. No. 78/1.

WHEREAS, Ganesha Jago expired in the year 1964 and on his death, the said land was inherited by legal heirs' son Shri Sheshrao Ganeshrao Raut, widow Smt. Janabai Ganeshrao Raut, daughters Smt. Puni Lahanu Bhagat and Smt. Guni w/o Manikrao Hulke by way of intestate succession.

WHEREAS, under the consolidation proceedings the land bearing old Kh. No. 78/1 was renumbered/changed as new Kh. No. 181, admeasuring 0.91 Hectares, while the land bearing old Kh. No. 78/2 was renumbered/changed as new Kh. No. 182, admeasuring 0.63 Hectares.

WHEREAS, Smt. Puni Lahanu Bhagat and legal heirs of Smt. Guni w/o Manikrao Hulke agreed to sell the land of Kh. No. 181 to Shri Ranglal Nagorao Pal by Agreement To Sell dt. 04/02/2004 registered with Sub Registrar, Hingna at Book No. 1 at Sr. No. 352 dt. 09/02/2004 and said Smt.

Puni Lahanu Bhagat and legal heirs of Smt. Guni w/o Manikrao Hulke with the consent of Shri Ranglal Nagorao Pal executed the Sale Deed of said land in favour of Smt. Nirupama Mayur Shah by Sale Deed dt. 09/02/2004 registered with Sub Registrar, Hingna at Book No. 1 at Sr. No. 382 dt. 09/02/2004 and the name of Smt. Niruoama Mayur Shah were mutated in revenue records as the sole and exclusive owner of land bearing Kh. No. 181 vide Ferfar No. 1104 dt. 23/08/2004.

WHEREAS, Smt. Nirupama Mayur Shah sold the land bearing Kh. No. 181 to Shri Sandeep Shankarlal Gandhi, by Sale Deed dt. 03/06/2005 registered with Sub Registrar, Hingna, at Book No. 1 at Sr. No. 3208 dt. 03/06/2005 and the same of Shri Sandeep Shankarlal Gandhi were mutated in revenue records as the sole and exclusive owner of land bearing Kh. No. 181 vide Ferfar No. 1257 dt. 18/06/2005.

WHEREAS, thereafter the firm M/S PREMIER HERITAGE, the Vendor herein have purchased the said land from Shri Sandeep Shankarlal Gandhi by way of a Sale Deed, duly registered at Sr. No. 5769, before the Joint Sub-Registrar Hingna, on 18/10/2019, as a result thereof the Vendor hereinabove became the absolute owner of the aforesaid agricultural land bearing Kh. No. 181 with heritable and transferable rights therein, the name of the Vendor is also recorded in the revenue records as absolute owner thereof, AND;

WHEREAS, after purchasing the aforesaid agricultural land the same was decided to be developed into a RESIDENTIAL LAYOUT and to sell the various plots therein to the prospective buyers. AND;

WHEREAS, the said land bearing Kh. No. 181, having residential zoning under the sanctioned Regional Plan of Nagpur region, the Vendor Firm applied to the Collector, Nagpur for change of the user of the said land from agricultural into non-agricultural i.e. residential purposes and the Collector, Nagpur granted the permission for change of the user of the said land from agricultural to non-agricultural i.e. residential purposes vide order dated 6/11/2020 in Revenue Case No. 43/NAP-34/Mouza-Waddhamna/2020-2021, AND;

WHEREAS, the said land being under the jurisdiction of Nagpur Metropolitan Region Development Authority, Nagpur, the Vendor firm got the final Plan of the residential lay out sanctioned on the said land from Nagpur Metropolitan Region Development Authority, Nagpur under section 45 of Maharashtra Regional & Town Planning (MRTP) Act,1966 vide order dated 16/07/2020; AND

WHEREAS, on completion of all formalities of getting the said layout sanctioned from the Nagpur Metropolitan Region Development Authority, the

NMRDA has executed an Agreement for development of the said layout, between NMRDA and the Vendor Firm hereinabove on 19/01/2021, AND

WHEREAS, on completion of all the formalities of getting the said layout sanctioned and as per the terms of the Development Agreement dated 19/01/2021 Vendor carried on development in the said layout AND;

WHEREAS, Nagpur Metropolitan Region Development Authority, Nagpur as per the conditions of the agreement dated 19/01/2021, released the plots including the **Plot bearing No. ….** vide its Release Letter dated ……, AND;

WHEREAS, the PURCHASER/S being interested in owning a residential plot for himself/herself/themselves approached the VENDOR for purchase of the Plot in the said Lay Out and the VENDOR having accepted the proposal of the PURCHASER/S agreed to sell the **Plot bearing No**. **….** admeasuring about …….. Sq. Mt. in the said lay out for a total consideration of Rs……./- (Rupees …….only), AND

WHEREAS, The aforesaid plot is hereinafter referred to as the 'said property', in the interest of brevity and is described more particularly in the SCHEDULE appearing in paragraphs hereinafter to follow; AND

WHEREAS, on demand from the Purchaser/s, the Vendor has given inspection to the Purchaser/s of all the documents of title relating to the aforesaid layout /project and the Purchaser/s has checked, inspected, verified all relevant record of title from the office of the Vendor and from the office of the competent authority i. e. Nagpur Metropolitan Region Development Authority, Nagpur and is/are satisfied himself / herself /themselves with the title and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser/s has, prior to the execution hereof perused the Title documents and Specifications of the said layout/ Project and the other documents and papers disclosed by the Vendor and satisfied herself/himself/themselves about the title of the Vendor to the said Property and/or right of the Vendor to sell the same on ownership basis. The Purchaser/s hereby confirms that the Vendor has produced for inspection to the Purchaser/s, all information and documents and has made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is satisfied with the same and has no further or other information nor disclosure to be

required from the Vendor and has now requested the Vendor to register a Deed of Sale for the said plot;

WHEREAS, the authenticated copies of 7 / 12 extract showing the nature of the title of the Vendor to the Layout/ project Land and Release Letter issued by Nagpur Metropolitan Region Development Authority, Nagpur have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

WHEREAS, the authenticated copy of the plan of the Layout sanctioned by the Nagpur Metropolitan Region Development Authority, Nagpur, and Authenticated copy of the Registration Certificate of the Layout/Project granted by the Real Estate Regulatory Authority have been annexed hereto and marked as Annexure 'C' and 'D' respectively;

WHEREAS, the Vendor has duly applied for registration vide Application No. REA…….. for Layout/Project and has received the Registration vide Certificate No. P……. under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and as such the Purchaser/s is aware about all development work done by the Vendor on the project land and has satisfied herself / himself / themselves with the development work and other disclosures of the project land.

WHEREAS, PURCHASER/S has paid the entire agreed consideration to the VENDOR here-in-above, therefore it has now become necessary to execute and register the Sale Deed of the said property in favour of PURCHASER/S and transfer all rights, title and interest in the said property to the PURCHASER/S here-in-above.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:

01. That in consideration of total sum of Rs……/- (Rupees …… only), paid by the PURCHASER/S to the VENDOR in the manner appearing herein below towards the sale consideration, the receipt whereof the VENDOR do hereby acknowledges and do hereby grant, assign, convey and transfer to the PURCHASER/S ALL THAT piece and parcel of land bearing **Plot No**. **……** Admeasuring about …….. Sq. Mt. in the sanctioned lay out named and styled as Premier Heritage Waddhamna-181 on ALL That piece and parcel of land bearing Kh. No. 181 held in occupancy Class 1 Bhumiswami Rights, situated at **MOUZA: WADDHAMNA**, P. H. No. 6, Tahsil : Hingna and District : Nagpur, and more particularly described in the Schedule hereunder written, TO HOLD THE SAME TO AND UNTO THE PURCHASER/S, as an absolute owner/s thereof.

MANNER OF PAYMENT

Rs……/- (Rupees …….. only) paid by the Purchaser/s to the Vendor vide Cheque No. "……", drawn on ……. Bank, dated ……,

Rs……/- (Rupees …….. only) paid by the Purchaser/s to the Vendor vide Cheque No. "……", drawn on ……. Bank, dated ……, the receipt whereof is hereby acknowledged by the VENDOR.

Rs……/- (Rupees …….. only),

02. The PURCHASER/S has/have verified and inspected all the relevant documents of the said property and satisfied himself/herself/thereselves about the good, valid and marketable title and absolute right and full authority of the VENDOR to convey, assign and transfer the said property by way of sale to the PURCHASER/S absolutely for ever and after full satisfaction of the PURCHASER/S he/she/they has/have decided to purchase the said property.

03. That the VENDOR assures the PURCHASER/S that the property hereby sold is the separate and self acquired property of the VENDOR belonging to vendor firm only, having all ownership rights and that none except the firm have any manner of right, title or interest whatsoever in respect of the same.

04. That the property hereby sold shall be quietly entered into and upon and held and enjoyed the rents, profits received there from by the PURCHASER/S without any interruption or disturbance by the VENDOR or any other person or persons claiming through, under or in trust for it.

05. That the VENDOR has paid up to this date all dues with respect to Land Revenue, non agricultural assessments, and cesses etc. levied on the property hereby sold and the PURCHASER/S agrees and undertakes that it shall be the liability of the PURCHASER/S to pay all dues, assessments, taxes and cesses etc. under any head from the date of this sale deed to the competent authorities.

06. That THE VENDOR has delivered the actual, legal, physical possession of the property hereby sold to the PURCHASER/S in vacant and peaceful condition and the PURCHASER/S has/have taken over same.

07. That the VENDOR will support any application made by PURCHASER/S for mutation of names on the property hereby sold and will render reasonable assistance in obtaining mutation thereof in favour of the PURCHASER/S in all relevant records at the cost of purchaser/s.

08. The PURCHASER/S covenants that he/she/they has/have fully satisfied himself/herself/themselves regarding correctness of the dimensions of the plot, approach to his/her/their said plot and also satisfied regarding the approach road of Murrum to the said sanctioned layout and agrees to enjoy all facilities commonly with other PURCHASERS of the plots in the said

layout as per sanctioned lay out plan. The Purchaser/s further covenants that, the said property shall not be used for any purpose other than residential purpose and shall not carry out any commercial activity on the said property.

9. The PURCHASER/S shall obtain his/her/their own electric meter on payment of necessary deposit, connection charges, overhead expenses to the MSEB as and when required and as agreed between them. The PURCHASER/S covenants that he/she/they shall comply with all necessary instructions and the directions given by the VENDOR and/or any representative of the Vendor and/or any person/entity authorised by the Vendor, for carrying out the further construction activities on the said plot and shall see that no disturbance is caused to the other owners of the various plots in the said Layout. The PURCHASER/S shall be bound to follow all the rules, regulations, instructions issued by the NMRDA, N.I.T. and NMC authorities in this regard.

10. The PURCHASER/S shall be liable to pay the maintenance charges to the layout owners association as and when formed, for the proper maintenance of the aforesaid layout scheme and the decision of the layout owner's association/Vendor as to the determination of these maintenance charges shall be final and binding upon the PURCHASER/S.

11. That the PURCHASER/S hereby covenant that he/she/they will construct the residential building over the said plot of land after getting the building plan sanctioned from the Nagpur Metropolitan Region Development Authority at his/her/their own cost in accordance with the applicable zoning regulations and Development Control and promotional regulation for the Nagpur City / Regional plan as may be applicable and in force from time to time and as per the other terms and conditions mentioned in the agreement dated 19/01/2021 with Nagpur Metropolitan Region Development Authority, Nagpur within the specified time.

12. THAT the VENDOR shall have absolute right to direct use of the open land and the public utility / amenity space, if any, provided in the said sanctioned layout scheme and it shall be the entire discretion of the VENDOR to deal with the open land and public utility space provided in the said sanctioned layout scheme for which Purchaser/s shall not raise objection of any kind and he/she/they recognizes the absolute right of use by the VENDOR over the same, the Purchaser/s has no objection and he/she/they also hereby accord his/her/their No objection for the transfer / sale of the Public Utility / amenity space by the VENDOR to anyone the VENDOR desires, in accordance with the scheme sanctioned by the Nagpur Metropolitan Region Development Authority.

13. THAT, the Purchaser/s is/are fully aware that all the conditions, covenants, terms and undertakings as imposed by the Collector, Nagpur, Competent Local Authority, Town Planning Department, Nagpur Metropolitan Region Development Authority & other departments and by the decision as may be taken by the Government of Maharashtra time to time regarding the said land shall always remain binding upon the Purchaser/s as also upon his/her/their successors-in-title. Similarly the Purchaser/s has agreed to pay all relevant Government taxes, cesses, charges etc. under any head, as and when demanded by any Government / Competent Authority.

14. The Purchaser/s is/are aware that the Nagpur Metropolitan Region Development Authority has executed a Development Agreement dated 19/01/2021, between NMRDA and the VENDOR hereinabove, and accordingly the Purchaser/s agrees and undertakes that this plot is sold subject to the terms and conditions of the said agreement dated 19/01/2021 with NMRDA and accordingly the purchaser/s has/have seen and is/are aware of progress of development and is/are satisfied by the same and Purchaser/s is/are aware of the date of completion projected as per NMRDA agreement. Purchaser/s is/are also aware that, If the aforesaid land is covered by Town Planning Scheme in future, it is responsibility of the Purchaser/s hereinabove to pay the betterment/Peripheral and development charges to the Nagpur Metropolitan Region Development Authority which may be assessed on the plot hereby sold in accordance with the said agreement as well as according to the provisions of Nagpur Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) / Maharashtra Regional and Town Planning Act 1966. The Purchaser/s is/are further aware that from the date of execution of this sale deed all the liabilities under any head with respect to said property are solely of the Purchaser/s hereinabove named and now onwards the VENDOR will not be concerned with the said property (plot/s) and its liabilities whatsoever.

15. That the property hereby sold shall be taken to be correctly described in the Schedule hereunder written and if any misstatement, error or omission shall be discovered, the same shall not annul this Sale nor shall any compensation be allowed in respect thereof but all the same such mis-statement, error or omission will always be subject to correction by the Parties hereto.

16. THAT the VENDOR has delivered all the relevant documents relating to the property hereby sold to the Purchaser/s at the time of Registration of this Sale Deed.

17. That, the parties to this indenture jointly and severally undertakes that they have gone through the contents of the present deed and upon

understanding the same have signed the same with their free and wilful consent, without any coercion, undue influence, threat, misrepresentation, intoxication of any kind and the parties to the present sale deed are fully agreed with the contents of this sale deed.

18. THAT, the actual stamp duty and registration charges that may be required to be paid on this indenture as also all the costs, charges, and expenses incidental to this deed shall be borne and paid by the Purchaser/s.

19. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

-SCHEDULE REFERRED TO ABOVE-
(Description of RESIDENTIAL Plot sold for Rs. ……./-)

ALL THAT PIECE AND PARCEL of land bearing **Plot No. ….** admeasuring about **…….. Sq. Mt.** (or …….. Sq. Ft.) in the sanctioned lay out named and styled as Premier Heritage Waddhamna-181 on ALL That piece and parcel of land bearing **Kh. No. 181** admeasuring about 0.91 Hectares (i.e. 9100.00 Sq. Mt.), Held in occupancy Class 1 Bhumiswami Rights, bearing P. H. No. 6, situated at **MOUZA: WADDHAMNA**, within Gram Panchayat Waddhamna, Tahsil: Hingna and District: Nagpur and the said plot is bounded as under:-

ON THE EAST : ,
ON THE WEST : ,
ON THE NORTH : ,
ON THE SOUTH : .

IN WITNESES WHEREOF THE **VENDOR** AND THE **PURCHASER/S** hereto have signed this **DEED OF SALE** at Nagpur in presence of attesting witnesses, signing as such on the day first hereinabove written.

SR. NO	FINGERPRINT (LEFT THUMB)	PASSPORT SIZE PHOTO	SIGNATURE & FULL NAME
01			**VENDOR** **PARTNER** **M/S PREMIER HERITAGE** **(SHRI AMIT M. PANCHMATIYA)**

02			**PURCHASER/S** **(MR. _____)**

WITNESSES:

(1) _____

(2) _____