

KH-2021-0862

SALE DEED FOR Rs. _____ .00 ONLY
(RUPEES _____ ONLY)
VALUATION AS PER ANNUAL STATEMENT OF RATES (ASR)
RS. _____ .00 ONLY

THIS DEED OF SALE is made and executed at NAGPUR on this _____ Day of _____, 2021, BETWEEN :

M/S. OZEN DEVELOPERS, A Partnership Firm having its Office at Nagpur and acting through its Partners (1) SHRI. PRATIK S/o RAJESH SARAOGI, Aged 29 Years, Occupation – Business, Resident of Anandam World City, Ganeshpeth Road, Nagpur-440018, Tahsil and District – NAGPUR (PAN CKSPS5018J & AADHAR 3068 7010 3995); (2) SHRI. VIVEK S/o BABANRAO HUSUKALE, Aged 45 Years, Occupation – Business, Resident of Plot No. 7, Friends Society No. 2, Deendayal Nagar, Nagpur-440022, Tahsil and District – NAGPUR (PAN AABPH9138D & AADHAR 3378 0203 3376); AND (3) SHRI. AJAY S/o SHRI. NATHUJI KESARE, Aged 48 Years, Occupation – Business, Resident of Flat No. B-101, Sanchayani Prestige Apartments, Near Poonam Vihar, Swawalambi Nagar, Nagpur-440022, Tahsil and District – NAGPUR (PAN ALVPK0401D & AADHAR 3993 2176 7996), 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/smt. _____,
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 :
	<p>The Vendor/Promoter hereinabovenamed is an exclusive, absolute and full Owner in possession of the property comprising ALL THAT Piece and Parcel of Land bearing Khasra / Survey / Gut No. 195 of MOUZA – VELA (HARI), P.S.K. 38, having an area of 1.20 Hectares, Rental Rs. 3.70 Yearly, respectively, both held in Occupancy Class -1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, all situated at Village – Vela (Hari) in Tahsil – Nagpur (Rural) and District – NAGPUR and more particularly described in the Schedule hereunder written; AND</p> <p>ALL THAT Piece and Parcel of Agricultural Land bearing Khasra / Survey / Gut No. 195 of MOUZA – VELA (HARI), P.S.K. 38, having an area of 1.20 Hectares, Rental Rs. 3.70 Yearly, respectively, both held in Occupancy Class -1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, all situated at Village – Vela (Hari) in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Smt. Leela Laxman Kotrange, Smt. Kausi Laxman Kotrange, Smt. Ushbai Vinayak Kotrange, Shri. Rajat Vinayak Kotrange, Smt. Ushabai Vinayak Kotrange, Shri. Dhanraj Ramchandra Mohurle, Shri. Keshav Ramchandra Mohurle, Shri. Vasanta Ramchandra Mohurle and Smt. Chindhabai Prabhakar Sonule, being thier separate property.</p> <p>The aforesaid Smt. Leela Laxman Kotrange, Smt. Kausi Laxman Kotrange, Smt. Ushbai Vinayak Kotrange, Shri. Rajat Vinayak Kotrange, Smt. Ushabai Vinayak Kotrange, Shri. Dhanraj Ramchandra Mohurle, Shri. Keshav Ramchandra Mohurle, Shri. Vasanta Ramchandra Mohurle and Smt. Chindhabai Prabhakar Sonule lateron transferred the aforesaid Khasra / Survey / Gut No. 195 of MOUZA – VELA (HARI) by way of Sale to Shri. Pramod Keshavrao Amte and Shri. Sudhakar Daulatrao Bansod, by a Sale Deed Dated 22-03-2004, which is duly registered at the Office of the Sub-Registrar, Nagpur-Rural in Book No. 1 at Sr. No. 1797 on even date.</p> <p>The aforesaid Shri. Pramod Keshavrao Amte and Shri. Sudhakar Daulatrao Bansod lateron transferred the aforesaid Khasra / Survey / Gut No. 195 of MOUZA – VELA (HARI), P.S.K. 38 by way of Sale to M/s. Ozen Developers, the Vendor/Promoter named hereinabove, by a Sale Deed Dated 31-12-2020, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-7 in Book No. 1 at Sr. No. 443 on even date. As a result therefore the said M/s. Ozen Developers, the Vendor/Promoter named hereinabove has 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.</p>
	N.A. permission :
	<p>The aforesaid land of Khasra / Gat No. 195 is converted for Non Agricultural (Residential) Use passed by the Collector, Nagpur vide its Order Dated _____ passed in Revenue Case No. _____;</p>
	Lay-out Sanction :
	<p>For the purpose of development of said land the aforesaid Vendor/Promoter entered into an Agreement of Development with Nagpur Metropolitan Region Development Authority, Nagpur on _____ upon several terms and conditions contained therein;</p>

	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 “_____” (Hereinafter referred to as the “ Project ”)
	Address :
	Khasra / Survey No. 195 of MOUZA – VELA (HARI) Patwari Saza No. 38, Tahsil – Nagpur (Rural) and District – NAGPUR, PIN Code – _____
	Architect :
	The Vendor/Promoter has appointed Architect Shri. _____ having its office at _____, Nagpur.
	Existing Permissible Built-up Area (F.S.I area) for Plots :
	The Nagpur Metropolitan Region Development Authority, Nagpur has approved FSI of _____ to the said Plot.
	Amenity Space / Public Utility Plot :
	Open Space _____ 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. “_____” 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, Internal Roads _____ Sq.Mtrs.; Open Space _____ Sq.Mtrs. are 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 :

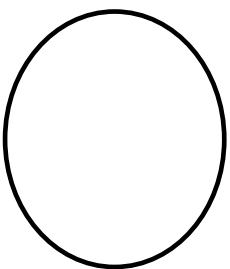
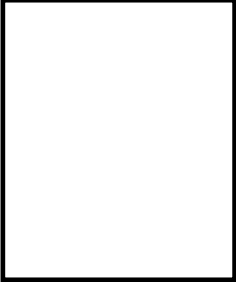
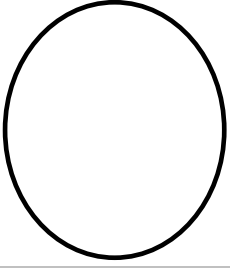
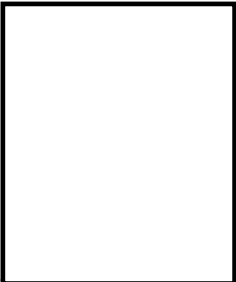
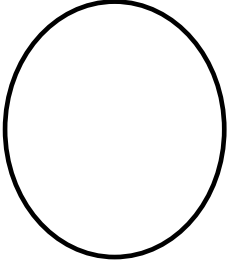
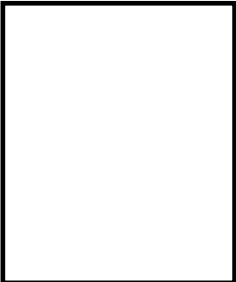
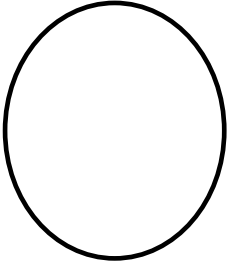
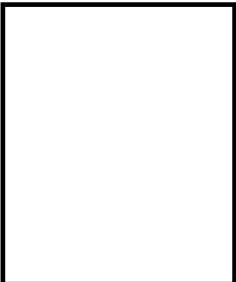
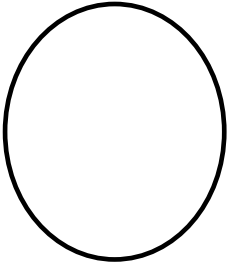
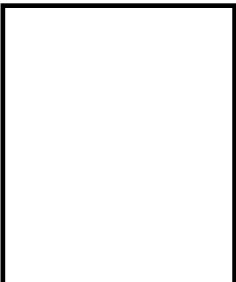
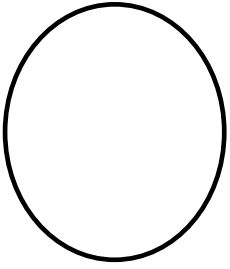
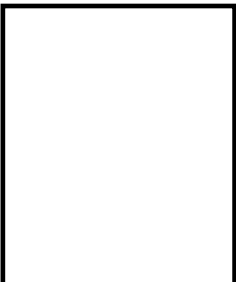
	Allottee/Purchaser was in search of residential Plot in vicinity of Village – Jamtha and that is when she/he came to know about the said project of the Vendor/Promoter. The Vendor/Promoter has disclosed entire information alongwith all sanctioned documents to the complete satisfaction of the Allottee/Purchaser and thereafter the Allottee/Purchaser has conveyed his readiness and willingness to purchase the Plot No. ____ out of the project known as “_____” 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 “_____”, being a portion of the entire land bearing Khasra / Survey / Gut No. 195 of MOUZA – VELA (HARI), Patwari Saza No. 38, including all other easementary rights appurtenant and belonging thereto, situated at Village – Vela (Hari) 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>
	<div>Rs. (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ dated _____, drawn on _____, Nagpur, the receipt whereof is hereby acknowledged by the Vendor.</div> <div>Rs. (Rupees _____) Only paid by the Purchaser to the Vendor by Cheque No. _____ dated _____, drawn on _____, Nagpur, the receipt whereof is hereby acknowledged by the Vendor.</div> <div>_____ Rs. (RUPEES _____ ONLY)</div>
(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 Metropolitan Region Development Authority, Nagpur.
	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.

	<p>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 Metropolitan Region Development Authority, Nagpur / Maharashtra Regional & Town Planning Act 1966.</p>
	<p>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 Metropolitan Region Development Authority, Nagpur. It is clearly agreed and understood by the purchaser that it shall be her/his sole liability and responsibility to shall follow Rules and regulations as per NMRCL norms.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>In view of the mutual agreement between the parties hereto, the stamp duty of along with appropriate registration fees as per Maharashtra Stamp Act, 2015 are paid by the Vendor . 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.</p>
	<p>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.</p>
	<p style="text-align: center;">SCHEDULE – A (SAID LAND)</p>
	<p>ALL THAT Piece and Parcel of Land bearing Khasra / Survey / Gut No. 195 of MOUZA – VELA (HARI), P.S.K. 38, having an area of 1.20 Hectares, Rental Rs. 3.70</p>

	<p>Yearly, respectively, both held in Occupancy Class -1 Rights, including all kinds of Trees, Shrubs, Passage, Right of Pathways, Water Courses and all other easementary rights appurtenant and belonging thereto, all situated at Village – Vela (Hari) in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under –</p> <p>ON THE EAST - BY KH. NO. 152,</p> <p>ON THE WEST - BY PANDHAN,</p> <p>ON THE NORTH - BY PANDHAN,</p> <p>ON THE SOUTH - BY KH. NO. 196.</p>
	<p>SCHEDULE – B</p> <p>(SAID PLOT)</p>
	<p>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 “ _____”, and the said Plot is bounded as under –</p> <p>ON THE EAST - BY _____,</p> <p>ON THE WEST - BY _____,</p> <p>ON THE NORTH - BY _____,</p> <p>ON THE SOUTH - BY _____.</p>
	<p>SCHEDULE- C</p> <p>DEVELOPMENT WORKS OF THE PROJECT</p> <p>1) Cement Concrete / CC Paver Block Road</p> <p>2) R.C.C / H.D.P.E. Pipe Sewer Line</p> <p>3) R.C.C. Pipe storm water drains with Rain Water Harvesting System</p> <p>4) C.I / D.I./HDPE Water Pipe line</p> <p>5) Open space Compound wall</p> <p>6) Sewage Treatment Plant (STP)</p> <p>7) Electric Network with Transformer</p> <p>8) Common Lay-out fencing with barbet wire & Cement Concrete Poll</p>

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. OZEN DEVELOPERS 1) (PRATIK RAJESH SARAOGI)
02			 2) (VIVEK BABANRAO HUSUKALE)
03			 3) (AJAY NATTHUJI KESARE) Partners <u>VENDOR/PROMOTER</u>
02			 (_____) <u>ALLOTTEE/PURCHASER</u>
<u>WINTESSES :-</u>			
I			 _____ <u>WITNESS NO. 1</u>
II			 _____ <u>WITNESS NO. 2</u>