

Stamp Duty – _____/--

SALE – DEED

VALUED AT Rs. _____/-

(Rupees _____ Only)

Mouza - Jamtha, @ 8750/- Per Sq. Mtrs

As per ready reckoner Rs. _____/-

THIS DEED OF SALE is made at Nagpur on this _____ day of October, 2021
BETWEEN:

M/S PRASANNA BUILDCON, A Partnership Firm, having its Office at Plot No. 6, Ramkrishna Nagar, Ajni Square, Wardha Road, Nagpur, Pin Code No. 440015, (Income Tax PAN – AAZFP4766D) represented through its Partners,

- 1) **SHRI NIKHIL S/O PRAKASH CHAPLE**, Aged about 28 Yrs, Occupation – Business, **PAN : BAMPC4691L, AADHAAR NO. : 9451 6201 9038, Mob. No. : 8446546360**, R/o Plot No.6, Wardha Road, Ramkrushna Nagar, Nagpur 440015,

- 2) **MRS. KAJAL GIRISH JAISWAL** Aged about 52 Yrs, Occupation – Business, R/o Vrundawan Apartment, Laxmi Nagar, Nagpur-440022, **PAN ADFPJ4432R**, Adhar No. **4637-5158-7490**, Mobile No. _____,
- 3) **SHRI ARYAN S/O SANJAY MUNDHADA** Aged about 20 Yrs, Occupation – Business, R/o Flat No.201, Congress Nagar, Near Patwardhan Ground, Nagpur 440012 **PAN : FVNPM3081A**, Adhar No. **9888 2373 0191**, Mobile No. _____,
- 4) **MRS. NIKITA SWAPNIL ZULLURWAR** Aged about 31 Yrs, Occupation – Business, R/o C/O Shree Provision Stores, Near Bus Stand Chandrapur 442401, **PAN : AJHPN8218J**, Adhar No. **4741 7275 1932**, Mobile No. _____, through Power of Attorney holder **SHRI SWAPNIL SHRIKANT ZULLURWAR** Aged about 31 Yrs, Occupation – Business, R/o C/O Shree Provision Stores, Near Bus Stand Chandrapur 442401, PAN No. **AALPZ3507G** Adhar No. **7016 4969 4703**, Mobile No. _____, hereinafter called the **OWNERS/VENDORS**, which expression shall, Unless repugnant to the context or meaning thereof always mean and include the said **VENDORS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

AND

(1) **SHRI** _____, Aged _____ Years, Occupation – _____, **PAN : _____**, **AADHAR NO.** _____, Mobile No _____, R/o _____, hereinafter called the **PURCHASER**, which expression shall, Unless repugnant to the context or meaning thereof always mean and include the said **PURCHASER**, as well as his/her/their heirs, legal representatives, executors, administrators, successors & assigns of the **SECOND PART**.

WHEREAS the Vendors are the absolute owners of ALL THAT Piece and Parcel of Agricultural land at Khasra. No. 97/2B admeasuring about 0.81, Jama Rs. 3.60 in Occupancy Class - 1, situated at Mouza - Jamtha, P.H No. 42, Tahsil – Nagpur Gramin, Dist – Nagpur. Having purchased the same from Shri Rajendra Dhirajlal Mandaviya and Shri Narendra Dhirajlal Mandaviya by virtue of Sale deed dated 20/01/21 registered with Sub registrar office no. 7 Nagpur at Sr.no 1429 Book No. 1 on even date.

WHEREAS originally the land bearing Old Survey Kh. No. 32/2, 37/2, 39/1 admeasuring about 7.63 Acres was owned by Homdeo Yadavrao Bawane, Rameshwar Yadavrao Bawane, Vithoba Yadavrao Bawane, Balwanta Yadavrao Bawane,

Vishweshwar Yadavrao Bawane and Shantabai Yadavrao Bawane as per the Adhikar Abhilekh of 1954.

WHEREAS as per the consolidation proceedings the said Kh. No. 32/2, 37/2, 39/1 were renumbered as New Survey No. 97 admeasuring about 2.70 H.R.

WHEREAS Smt. Shantabai Yadavrao Bawane expired intestate and on her death her 1/6th share in the said property was inherited by her sons the remaining co owners of the said land viz. Homdeo Yadavrao Bawane, Rameshwar Yadavrao Bawane, Vithoba Yadavrao Bawane, Balawanta Yadavrao Bawane, Vishweshwar Yadavrao Bawane.

WHEREAS Rameshwar Yadavrao Bawane, Vithoba Yadavrao Bawane and Vishweshwar Yadavrao Bawane sold their 3/5th share and interest in the said property i.e 1.62 H.R (being eastern portion of entire Kh. No. 97) to M/s Ashtavinayak Developers by Sale deed dated 17/11/2006 registered with Sub registrar, Nagpur-7 at Book No. 1 at Sr. No. 6364 dated 17/11/2006 and name of M/s Ashtavinayak Developers got mutated in the government and semi government records vide ferfar no. 6387 dated 19/01/2007 and the said portion of land admeasuring 1.62 H.R got renumbered as Kh. No. 97/2.

WHEREAS subsequently M/s Ashtavinayak Developers not being interested to retain the said total land expressed their desire to dispose off 0.81 H.R land on the SOUTHERN portion of the said total 1.61 H.R and Shri Rajendra Dhirajlal Mandaviya, Shri Narendra Dhirajlal Mandaviya and Shri Dhirajlal Ratilal Mandaviya having offered the best price purchased the same for a valuable consideration vide Sale deed dated 07/07/2012 at Sr. No. 2880 before the Sub registrar Gramin, Nagpur and the said khasra got further renumbered as Kh. No. 97/2B.

WHEREAS subsequently Shri Dhirajlal Ratilal Mandaviya relinquished his undivided share in the said property in favour of Shri Rajendra Dhirajlal Mandaviya and Shri Narendra Dhirajlal Mandaviya vide registered Deed of relinquishment dated 29/01/2019 at Sr. No. 975 before the Sub registrar No. 10. As a result of which the said Shri Rajendra Dhirajlal Mandaviya and Shri Narendra Dhirajlal Mandaviya became the only and exclusive owners of the said khasra no. 97/2B admeasuring 0.81 H.R, Mouza Jamtha, Tah Nagpur Gramin, Dist Nagpur.

WHEREAS Shri Rajendra Dhirajlal Mandaviya and Shri Narendra Dhirajlal Mandaviya sold the said property i.e 0.81 H.R to M/s Prasanna Buildcon by virtue of Sale deed dated 20/01/21 which is duly registered with Sub registrar, Nagpur-7 at Sr. No. 1429 on even date and name of M/s Prasanna Buildcon got mutated in the government and semi government records vide ferfar no. 5602 dated 02/03/2021

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WHEREAS, the Vendor with the intention of carving a residential layout on the aforesaid land got the said entire land converted into Non agricultural Use for residential purposes by virtue of Order dt. 21/01/2019 by The Collector, Nagpur in RCS-35/NAP-34/MOUZA JAMTHA/2021-22 dated 29/09/2021.AND;

WHEREAS, the said entire land being under the Jurisdiction of Nagpur Metropolitan Area the owners approached Nagpur Improvement Trust to get the layout sanctioned from it under the guidelines laid out for the METRO REGION so as to develop the said entire land into a layout and got the same approved by EE (NMRDA) dated _____ for Residential purposes as per powers designated by Metropolitan Commissioner vide its order dated _____

WHEREAS the Purchaser here in above named being desirous of Owning an independent Plot in the said sanctioned Layout for her/their Residential use with heritable and transferable rights there in later on approached through the Marketing Agency who supplied to the Purchaser all relevant document, N.A Order, Sanctioned layout plans etc. and after perusal and satisfaction of all documents the Purchaser expressed her/his/their desire and willingness to purchase the said Residential Plot(s).

WHEREAS considering her/his/their request and after detailed negotiations the Vendor is now selling a plot **Plot No.** _____ To the Purchaser for a total consideration of **Rs.** _____/- (**Rupees** _____ **only**) through the marketing agent upon the following terms and condition.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. THAT in pursuance of the agreement and in consideration of a total sum **Rs.** _____/- (**Rupees** _____ **only**) paid by the Purchaser to the Vendor in the manner appearing hereinbelow, the receipt whereof the Vendor do hereby acknowledge and the Vendor being the absolute owner in possession thereof does hereby grant, convey, assure, assign and transfer by way of sale to the Purchaser All that piece and parcel of Land **Plot No.**_____ having dimension _____ **Sq.Mtrs** (_____ **Sq. ft**) in the layout known and styled as “ _____ ” out of the sanctioned non agricultural layout being the portion of the entire Land bearing Kh. No. 97/2B admeasuring about 0.81, Jama Rs. 3.60 in Occupancy Class - 1, situated at Mouza - Jamtha, P.H No. 42, Tahsil – Nagpur Gramin, Dist – Nagpur hereinafter termed shortly as the “SAID PLOT/PROPERTY” more particularly described in schedule hereunder written, to and unto the purchaser to hold the same as an absolute owner, free from all encumbrances.

MANNER OF PAYMENT :

R s . _____ =00	Paid by the Purchaser to the Vendor by way of Cheque/ IMPS No. _____ dated _____ drawn on _____
R s . _____ =00	Paid by the Purchaser to the Vendor by way of Cheque/ IMPS No. _____ dated _____ drawn on _____
R s . _____ =00	Paid by the Purchaser to the Vendor by way of Cheque/ IMPS No. _____ dated _____ drawn on _____
R s . _____ =00	Paid by the Purchaser to the Vendor by way of Cheque/ IMPS No. _____ dated _____ drawn on _____
Rs. _____ =0 0	Total _____ only in full and final satisfaction.

2. THAT the area and interest in the above said plot hereby sold shall be quietly entered into, held and enjoyed the rents and profits received there from by the purchaser without any interruption of disturbance by the Vendor and/or any person claiming on behalf of the it.
3. THAT, the interest hereby transferred subsists. The Vendor has full authority, right and power to transfer the same to the purchaser absolutely. The Vendor has also hereby confirmed & accepted the transfer of the above said residential plot to the purchaser.
4. THAT, the possession of the above said plot transferred hereunder is handed over today to the purchaser in vacant condition at the time of Registration of the Sale Deed without any reservation or limitations whatsoever, who will hold and enjoy the same hereinafter with heritable and transferable rights in way by will, gift, sale mortgage or any other way .
5. THAT, the Vendor has paid Non-Agriculture Assessment, Grampanchayat Taxes, rents etc. upto this date of sale 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 indemnified.
6. THAT, the Vendor hereby further confirm and the purchaser hereby accepts that the Public utility spaces will be the property of the Vendor and the same shall exclusively vest with it alone.

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15. THAT in case the purchaser is deprived of the whole or any part of the property hereby sold by reason of any defect found in the title of the Vendor or of any encumbrance or charge on the same to which this sale is not subject to, the Vendor will pay the purchaser by way of damages the whole amount of sale price or such part of it as is bear the same proportion, as the case may be.
16. THAT the aforesaid project is registered with Maharashtra Real Estate Regulatory Authority (RERA) vide registration number _____ dated _____
17. THAT all expenses on account of preparation of this Sale Deed including the cost of Stamp Duty and Registration Fees payable thereon will be borne by the **PURCHASER.**

SCHEDULE OF THE PROPERTY

All that piece and parcel of Land **Plot No.**_____ having dimension _____ **Sq.Mtrs** (_____ **Sq. ft**) in the layout known and styled as “ _____ ” out of the sanctioned non agricultural layout being the portion of the entire Land bearing Kh. No. 97/2B admeasuring about 0.81 H.R, Jama Rs. 3.60 in Occupancy Class - 1, situated at Mouza - Jamtha, P.H No. 42, Tahsil – Nagpur Gramin, Dist – Nagpur, alongwith whatever available FSI and all easement rights and the said plot is bounded as under:

ON THE EAST - _____

ON THE WEST - _____

ON THE NORTH - _____

ON THE SOUTH - _____

IN WITNESS WHEREOF the said Vendor & Purchaser hereinabove named have hereto set their respective hands and signed this **DEED OF SALE** in the presence of attesting witnesses signing as such on the day, first above written.

Drafted by: Adv Ram Joshi

	FINGER PRINT	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
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01			M/S PRASANNA BUILDCON Acting through its Partners (SHRI NIKHIL PRAKASH CHAPLE) <u>VENDOR</u>
02			M/S PRASANNA BUILDCON Acting through its Partners (MRS. KAJAL GIRISH JAISWAL) <u>VENDOR</u>
03			M/S PRASANNA BUILDCON Acting through its Partners (SHRI ARYAN SANJAY MUNDHADA) <u>VENDOR</u>
04			M/S PRASANNA BUILDCON Acting through its Partners (MRS. NIKITA SWAPNIL ZULLURWAR) <u>VENDOR</u>



05			SHRI _____ <u>PURCHASER</u>
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WITNESSES :

(1) _____

(2) _____
