

SALE -- DEED

VALUED AT RS. _____/-
AS PER GOVT. R. R. VALUED AT RS. _____/-
(VIBHAG KRAMANK. _____, RATE RS _____/- PER SQ.METER) STAMPS
DUTY OF RS. _____/- PAID HERewith, PLOT NO. _____,
"GURUNANAK ENCLAVE PHASE II" KHASRA/SURVEY NO. 147/2,
PATWARI HALKA NO.15, MOUZA- Bhilgoan, WITHIN LIMITS OF GRAM
PANCHAYAT BHILGAON & NIT METRO REGION, NAGPUR,
TAHSIL :- KAMPTTEE, DIST:-NAGPUR

THIS DEED OF SALE made and executed at kamptee on This _____ Day of _____.

BY AND BETWEEN

1. Shri Jasmeetsingh Bhatia

Aged about 42 years, Occupation- Business

R/o. 86, Gurunanakpura, Dr. Ambedkar Marg, Nagpur, 440017

2. Shri Mandeepsingh Bhatia

Aged about 43 years, Occupation- Business

R/o. 62, Gurunanakpura, Dr. Ambedkar Marg, Nagpur, 440017

3. Smt. Gurujeetkaur Amarjeetsingh Bhatia

Aged about 64 years, Occupation- Housewife

R/o. 62, Gurunanakpura, Dr. Ambedkar Marg, Nagpur, 440017

4. Smt. Jasdeepkaur Amarjeetsingh Bhatia

Aged about 35 years, Occupation- Housewife

R/o. 19, The Mall Road, near gurudwara, Kamptee

Cantonment Nagpur, 441001

Through Power of Attorney Holder

Hereinafter referred to and called the "**VENDOR**" which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said VENDOR, as well as its/his respective heirs, legal representatives, successors, administrators, executors, liquidators, assigns etc. of the **ONE PART**;

AND

SHRI _____

Aged about _____ years, Occupation – _____

R/o. _____.

Hereinafter referred to and called the '**PURCHASER**' which term and expression shall, unless inconsistent with the context or contrary to the meaning thereof, always mean and include the said PURCHASER, as well as her heirs, legal representatives, successors, administrators, executors, assigns etc. of the **OTHER PART**.

WHEREAS; the vendor have formed a partnership firm namely M/s Gurunanak Enclave (PAN : AAVFG9094P)

WHEREAS; the VENDOR is the sole and absolute owner and in the possession ALL THAT piece and parcel of land comprising of Khasra/survey no.147/3, having area of 1.21 hectors, Patwari Halka No.15, of Mouza-Bhilgoan,Tahsil Kamptee and District - Nagpur,

WHEREAS; the said agricultural land bearing old khasra no.22(new khasra no.147/3), patwari Halka no.15,Mouza Bhilgoan, Tahsil Kamptee and district Nagpur Originally Belonged to Smt. Ishwar Kaur W/o Amlok Singh Bhatia and accordingly, it relevant records. The said Smt. Ishwar Kaur W/o Amlok Singh Bhatia left for her heavenly abode on 08/02/2002, leaving behind her, her four sons namely Shri Gurusharan Singh Amlok Singh Bhatia, Shri Anup Singh Amlok Singh Bhatia, Shri Harmeet Singh Amlok Singh Bhatia, Shri Amarjeet singh Amlok Singh Bhatia and one married daughter Smt. Gurbir Kaur Satnam Singh Bhatia, as her only legal heirs. Out of the said legal heirs Shri Amarjeet Singh S/o Amlok Singh Bhatia also left for his heavenly abode on 11/03/1988, leaving behind him, his wife Smt. Gurjeet Kaur Amarjeet Singh Bhatia, two sons namely Shri Mandeep Singh Amarjeet Singh Bhatia and Shri Jasmeet Singh Amarjeet Singh Bhatia, as such consequent to that the said property devolved upon all the above legal heirs by way of intestate succession as referred above.

WHEREAS; the Vendor have purchased 1/5th of share of land in the said property from Shri Gurusharan Singh S/O Amolsingh Bhatia vide sale deed dated 31st December 2020.

WHEREAS; the Vendor have purchased 1/5th of share of land in the said property from Shri Harmeetsingh Singh S/O Amolsingh Bhatia vide sale deed dated 31st

December 2020.

WHEREAS; the Vendor have purchased 1/5th of share of land in the said property from Smt. Gurbir Kaur W/o Satnam Singh Bhatia and Shri Harmeetsingh Singh S/O Amolsingh Bhatia vide sale deed dated 31st December 2020.

WHEREAS; the Vendor have purchased 1/5th of share of land in the said property from Shri Harmeetsingh Singh S/O Amolsingh Bhatia vide sale deed dated 31st December 2020.

Thus the vendor become absolute owner of the said property.

AND WHEREAS; for certain cogent, valid and good reasons, for the benefit and in the interest of family, the VENDOR does not want to retain his 1/5th share in the said property and decided to transfer the same by way of Sale and further, utilize the sale proceeds for and in the best interest of family including acquisition of any other suitable agricultural land/property.

AND WHEREAS; the VENDOR, framed out proposed layout on entire land admeasuring 1.21 Hectares, by carving out plots of different size and measurements for allotment/sale of the plot/s to and in favour of prospective desiring buyers and got the layout plan sanctioned from Nagpur Metropolitan Region Development Authority vide its order no. 5955 dated 21/09/2021 for Khasra no.147/2 area 1.21hr, Mauza-Bhilgoan.

AND WHEREAS; the land admeasuring 1.21 Hectares was converted into non-agricultural use, as per order of the Collector Nagpur order dated 25/11/2021, in revenue case no. 58/NAP-34/Mouza-Bhilgoan/2021-2022. The said layout scheme is popularly known as **"Gurunanak Enclave Phase II"**.

AND WHEREAS; the PURCHASER, being desirous to own a plot in the said layout/scheme approached the VENDOR and after due inspection of plan, design, spot etc., he/she/they chose Plot no._____of the said scheme know as **"Gurunanak Enclave Phase II"**.

AND WHEREAS; the VENDOR also agreed to allot and sell the said Plot to the PURCHASER as desired by PURCHASER, against the valuable consideration amount_____of Rs._____ / (Rupees _____ Only) subject to certain terms & conditions agreed by the PURCHASER.

AND WHEREAS; the parties hereto, had due deliberations and discussions,

consequences thereof, the parties arrived to execute this Deed of Sales as to convey and transfer the said plot in favour of the PURCHASER.

NOW, THEREFORE, THE DEED OF SALE

WITNESSETH AS FOLLOWS :-

1. TRANSFER/SALE OF PLOT

- 1.1 Pursuant to aforesaid agreement & understanding and against the valuable consideration amount of the total sum of Rs. _____ /- (Rupees _____ Only), the VENDOR, being legal, true and beneficial owner there of, does hereby grant, convey and transfer in favour of the PURCHASER, by way of sale, ALL THAT piec and parcel of land consisting of Plot No. _____ containing by admeasurements _____ Sq.mtrs., in the scheme known and styled as **“Gurunanak Enclave Phase II”**, developed on land admeasuring 1.21 Hectares, Patwari Halka No. 15 of Mouza- Bhilgoan , Tahsil Kamptee and District Nagpur, TO HAVE and HOLD the same TO and UNTO THE PURCHASER as absolute and full owner thereof, free from encumbrances and with all inheritable & transferable rights therein, on ‘as is where is basis’, subject to terms & conditions contained hereinafter and subject to any law, rules, regulations for the time being in force .

MANNER OF PAYMENT OF CONSIDERATION AMOUNT

- i) Rs. _____ /- Paid in cash at the time of token Dt. _____
- ii) Rs. _____ /- Paid by way pay order no. _____ Dt. _____
of _____ Bank,
Nagpur.
- iii) Rs. _____ /- Paid by way of D.D. No. _____,
Dt. _____
of _____ Bank,
Branch : _____, Nagpur.
- Total Rs. _____ /- (Rupees _____ Only)

- The actual receipt of Rs. _____ /- (Rupees

_____ Only) as aforesaid is hereby acknowledged, admitted and confirmed by VENDOR subject to realization of the cheques/D.D./pay order. The PURCHASER undertake and assure that the sale deed will be valid & binding only subject to receipt of full and final consideration amount by the VENDOR after realization of the cheques/D.D./pay orders timely.

1.2 **HANDING OVER THE VACANT POSSESSION.**

The actual physical possession of the property under reference shall be delivered to the PURCHASER after clearance of all the cheques/pay orders etc., by a separate possession letter.

2. **COVENANATS OF THE VENDOR**

- 2.1 The VENDOR assure that he has good, valid and marketable title and the property more particularly described in the Schedule hereunder written which is presently free from all kinds of encumbrances, charges, lien etc.
- 2.2 The VENDOR, abide to the terms and conditions laid in the Development Agreement of Nagpur Improvement trust, Nagpur, special planning authority appointed by Government of Maharastra for Nagpur Metropolitan area vide notification .no. NMRDA-3316/C.R.-55/UD-7, Dated 04/03/2017.
- 2.3 The VENDOR will support any application made by the PURCHASER for mutation of names respecting the property hereby sold and shall render necessary assistance to the PURCHASER for obtaining the mutation thereof in her favour in all relevant records, however, all expenses, fee, cost shall be born and paid by the PURCHASER.

3. **COVENANTS OF THE PURCHASER**

- 3.1 The PURCHASER/S have verified and inspected all the relevant documents as to right, title and authority of the VENDOR and also the specifications, design, plan etc. respecting the said property. They also have personally seen and verified the said property and the same has been measured in the presence of PURCHASER/S. The PURCHASER/S are fully satisfied with the right, title and authority of VENDOR as well as the condition, type and user and specifications of the said property and after being so satisfied, the

PURCHASER/S have purchased it. A copy of all documents including the specifications, design, plan, 7/12 copy, N.A. Order, Town Planning map, NIT METRO sanction copy, R.L., title deeds etc., has been already furnished and handed over to the PURCHASER/S and he acknowledges the same. Hereinafter, it shall not be open for the PURCHASER/S to question the rights, title and/or authority of the VENDOR before any forum or to make any claim in respect thereof, nor shall PURCHASER/S make any claim, complaint or objection as to the user, situation, development of the said property or respecting to any facilities or amenities thereof. The PURCHASER/S understand, agree and confirm that the specifications, facilities and amenities in the said layout, are as per their wishes and desires to the full satisfaction of PURCHASER/S in all respects. The PURCHASER/S have accepted the possession of the said PLOT on as it is where it is condition.

- 3.2 The PURCHASER/S shall be liable to become member(s) of an association of persons which will be formed by the PLOT owners of the said entire LAYOUT as per the laws governing and prevailing, relating to maintenance, transfer and use of land including rules, regulations, bye-laws etc. of such an association, as to use and enjoyment of the said property and common facilities and other purposes shall be binding to the PURCHASER/S.
- 3.3 The PURCHASER/S shall always pay regularly share of common expenses such as tax, cess, ground rent, N.A. assessment, electricity charges, water charges, and other outgoings etc. whatsoever as may be assessed on his share. However, until the separation of such charges or taxes or other expenses, or the same not being separable, the PURCHASER/S shall be liable to bear and pay such all kinds of charges and expenses including taxes etc. proportionately to the VENDOR as may be so assessed, determined and demanded by the VENDOR. The contributory expenses shall be paid by the PURCHASER/S from the date of execution of sale deed or receiving the possession whichever is earlier.
- 3.4 The cost of repairs/improvements/maintenance of common services like electric, drainage, rain water pipes, sump, water tank/s as well as the general maintenance of the layout and common portions including periodical

paintings, white washings or color washings, repairs, charges for watchman, sweeper, electricians, plumbers etc., expenses incurred on the consumption of electricity over the common facilities in the common areas and amenities provided shall be borne and paid by all the owners/occupants of the LAYOUT jointly & proportionately including the PURCHASER/S.

- 3.5 The PURCHASER/S shall be liable and responsible to get the property mutated in their name in all relevant records on his cost, risk and consequences at earliest and pay the required taxes, cess, fees, dues etc. separately. However, until the property is mutated, or the taxes etc., not being separable, the PURCHASER/S shall be liable to pay the VENDOR, Corporation Taxes, cess, rent, dues and other expenses etc. proportionately as may it be determined by the VENDOR.
- 3.6 The PURCHASER/S further understand and agree, that besides reservations, the VENDOR shall be fully entitled and at liberty to allot any portion of open space/ground or any other facilities/amenities of the said LAYOUT SCHEME to any particular buyer/owner or any person/s for exclusive use to which the PURCHASER/S shall not object and shall not interfere or obstructed any such open space/ground, terrace of common buildings to be constructed in the near future, or any facilities/amenities which may be allotted by the VENDOR at any time to any particular buyer/owner or any person/s .
- 3.7 The PURCHASER/S shall always abide by the building regulations of the Nagpur Improvement Trust (METRO REGION), Nagpur, or any other concerned authority at any point of time. In the matter of use and construction the Nagpur Improvement Trust (METRO REGION), Nagpur, shall have unfettered control in accordance with the Development Control Rules and Zoning regulation as may be in force from time to time.
- 3.8 The PURCHASER/S shall be responsible to bear and pay Betterment/Peripheral development charges to VENDOR and/or Nagpur Improvement Trust, Nagpur in respect of the property sold herein, whenever required at any point of time.
- 3.9 The PURCHASER/S shall abstain from doing any act, deed or thing which

may cause annoyance or inconvenience or disturbance or obstruction to the other occupants of the said layout.

- 3.10 The PURCHASER/S, after developing, shall always keep the said property in as good repairs and habitable conditions and shall use the same only for residential purpose. The PURCHASER shall not use the same for godown, business relating to poultry, animal breeding, animal flesh, beer/liquor trade, or any other illegal business/trade.
- 3.11 The PURCHASER/S shall not throw any garbage, dirt or water on the open space of layout, nor on the roads, to the annoyance of the other owners/occupants and shall extend every co-operation that is essential to maintain harmony and peaceful enjoyment of the layout colony, without any reservation. The PURCHASER/S shall abstain from doing any act or thing which may cause inconvenience or nuisance to other owners/occupants in the said layout.
- 3.12 The VENDOR shall be free and at liberty to carry on the further development work of the said layout to which the PURCHASER/S shall not interfere or obstruct in case the PURCHASER/S having occupied the said property. THE VENDOR shall be free to change/revise/re-revise the existing plan or design including renumbering of plots, amalgamation or clubbing for any reasons to which the PURCHASER/S shall have no objection or claim of any sort and the PURCHASER/S, if required, shall be liable to sign or execute any deed or document or plan or design as the VENDOR may desire. However, the VENDOR shall not make any such change/revision/re- revision so as to minimize the area of plot here by sold. The PURCHASER/S shall have no objection and shall be liable and responsible to allow the VENDOR to have access in the said plot for any purpose or even to make arrangements for electricity supply, water supply, drainage pipe line, or any other purpose through or under the land or roof of house constructed on said plot, by making required arrangements therein.
- 3.13 In case any extra works as per statutory requirements or for more beautification and safety of the lay out scheme or for making it environmentally luxurious and beautiful is required to be done, the expenses as may be incurred, therefore, shall be borne proportionately by the

PURCHASER along with other owners of plots.

- 3.14 The VENDOR shall have a right to allow display of Hoardings/Neon-signs on the open space of the said layout for advertisement or for installation of any machinery, equipment for communication to which the PURCHASER/S shall have no objection for such display. However, electricity consumption charges for that display shall be borne and paid by the user/s.
- 3.15 The PURCHASER/S shall not be entitled to dispose of or transfer the property sold hereunder by way of sale or otherwise without paying the transfer charges, clearing any arrears of taxes, maintenance charges, electricity charges, water charges or any kinds of dues or liabilities.
- 3.16 The PURCHASER/S shall be liable and responsible to bear and pay without any delay or avoidance for any reasons whatsoever such sums on account of providing any facilities or amenities in the said layout such as transformer for electric supply including providing room for that purpose, load ancillary charges, SLC charges or any other facility and shall also pay other expenses such as tax on works contracts, service tax, VAT, sale tax, GST or any other tax or any other expenses including dues, charges on any account as it may be required, determined and demanded by the VENDOR or any concerned authorities.
- 3.17 All the expenses on account of preparation of this Deed or other Conveyance Deeds or documents including the cost of Stamp Duty, Registration Fees, Legal Fees, Documentation Charges together with any incidental Stamps Duty or fees with any fine, interest, penalty etc. including impounding charges if any, payable thereon is agreed to be borne and paid by the PURCHASERS only.
- 3.18 The PURCHASERS be liable and responsible to bear and pay without any delay or avoidance for any reasons electricity and water consumption charges and all other duties, taxes, charges timely. The PURCHASERS understand and agree that the VENDOR shall not be liable to bear or pay any taxes, charges, duties or expenses for any purpose whatsoever and he further undertakes that in case any tax, charges, duties or expenses relating to this transaction are required to be paid by the VENDOR due to statutory

requirement or obligation, the PURCHASER/S shall indemnify, compensate and reimburse the VENDOR against any such taxes, charges, expenses and keep them harmless.

- 3.19 The letters, receipts and/or notices issued by the VENDOR and dispatched under certificate of posting to the address of the PURCHASER/S mentioned in this deed shall be sufficient proof of receipt of the same by the PURCHASERS and shall effectually discharge the VENDOR , of any obligations of this agreement.
- 3.20 The terms & conditions stipulated in the agreement, if any executed between the parties, shall continue to be binding to the parties, besides the terms & conditions stipulated herein.
- 3.21 The PURCHASER/S shall not occupy the said plot without possession letter to be issued from the VENDOR and PURCHASER/S shall be responsible all consequences of having occupied the said plot.
- 3.22 The PURCHASER/S understand that the consideration amount is settled, irrespective of it's area/measurement which has been taken to be correctly described in the Schedules hereunder written and if any misstatement, difference error or omission in the area shall be discovered, the same shall not annul this transaction, nor shall any compensation be allowed in respect thereof to any party in case of decrease or increase, but all such error or omission will always be subject to necessary correction by the parties hereto.
- 3.23 THAT, The PURCHASER understand and agree that the sale of said plot is on ' as is where basis'. It is also further understood by the PURCHASER that, if any other facilities or amenities or any legal requirement in the said lay out scheme, is demanded, then the expenditure/cost shall be borne and paid by the PURCHASER to the VENDOR separately.
- 3.24 THAT, the PURCHASER/S understand & agree that upon his specific undertaking to comply with all terms & conditions of the agreement and sale deed, the VENDOR has agreed to allot/sell the plot in favour of the PURCHASER/S otherwise, the VENDOR would have not entered this sale transaction.

SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of land consisting of Plot No. __ containing by admeasurements _____ Sq.mtrs., in the scheme known and styled as **"Gurunanak Enclave Phase II"**, developed on land admeasuring 1.21 Hectares, of Khasra/survey no.147/2, Patwari Halka No.15, of Mouza- Bhilgoan, Tahsil Kamptee and District Nagpur, bounded as under,

TO THE NORTH : Khasra No.148

TO THE SOUTH : Khasra No.147/8 and 147/9

TO THE EAST : Khasra No.147/1

TO THE WEST : Khasra No.147/3

IN WITNESSES WHEREOF, the parties hereto have set their respective hands, executed and signed the present **SALE DEED** at **kamptee** on the day, month and year first above mentioned in the presence of following attesting witnesses and signing as such.

WITNESSESS:

1. _____

Shri Jasmeet Singh Bhatia

Shri Mandeep Singh Bhatia

Smt Gurjeet Kaur

Smt Jasdeep Kaur

(THE VENDOR)

2. _____

(THE PURCHASER)