BEFORE THE SUB-REGISTRAR, NAGPUR (GRAMIN)

SALE DEED

RS. ……/- (RS. …… ONLY)

Government Value as per ready recknor Division No. 9.2, Page No. 1333, Mouza-Shankarpur, Tahsil-Nagpur Gramin, Dist. Nagpur @ 7,850/- per Sq. Mtrs. for the year 2021, is **Rs. ……/-**

Stamp Duty paid at Rs. ……/- & Registration Fees paid at Rs. ……/-

Plot No. ……, admeasuring (…… Sq. Mtr.) (……. Sq.ft.)

Project – **SILVERPARK-11**, P.H. NO. 42, **Mouza** - Shankarpur, **Kh. No. 31/1**

This Deed of Sale of Plot is made and executed on this ___ Day of ……. 2021

BETWEEN

MRS. ……
Age - …… Years, Occupation – ……,
R/o. ……
(PAN – ……), Aadhar No. ……)
Mobile No. ……

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 him/her respective legal heirs, executors, administrators, successors and assigns of the **FIRST PART**.

AND

M/S. TIRUPATI DEVELOPERS (PAN No. AAEFT 2905 K),
Having its office at 3rd floor, NKY Tower, Ajni square, Nagpur – 440 015.
THROUGH ITS PARTNERS,
1. SHRI. PRASHANT S/O MANOHARRAO BONGIRWAR,
Aadhar No. 2563 1565 3287
Mobile No. 9763022999
Aged - 51 years, Occupation - Business,
R/o. 11/A, Khare Town, Dharampeth, Nagpur – 440 010.

2. SHRI. RAHUL S/O. ARUNRAO UPGANLAWAR,
Aadhar No. 6728 4935 3791
Mobile No. 9561800888
Aged - 46 years, Occupation - Business,
R/o. Flat No. 304, Plot No. 202, Akshay Heights,
Cement Road, Shivaji Nagar, Nagpur – 440 010.

Through their Power of Attorney Holder for Admission,
SHRI. ASHISH S/O ARVINDRAO MARASKOLHE,
Aadhar No. 2895 1713 1789
Aged - 28 Years, Occupation - Service,
R/o. Wardha Road, F.C.I. Godown, Chunabhatti, Nagpur.- 440015.
Mobile No. 8530920888

Hereinafter referred to as **"VENDOR** ", which expression shall unless repugnant to the context or meaning thereof shall always mean and include the said Owner / Vendor, Company and their Legal Representatives, Executors, Administrators and assigns, power of attorney holders and successors whenever this context or meanings shall so require or permit, **SECOND PART.**

WHEREAS, all that piece and parcel of Non-Agricultural land from **Kh. No. 31/1 total area admeasuring 1.62 HR** Bhogwatdar Class - I land, P. H. No. 42, **comprising of Plot No. 1 to 75, total potable area of 9635.57 Sq. Mtrs., Mouza – SHANKARPUR**, Tahsil - Nagpur Gramin & District Nagpur is owned & Possessed by the above named Vendors **M/s. Tirupati Developers acting through its Partner Shri Prashant S/o. Manoharrao Bongirwar along with Shri Rahul S/o. Arunrao Upganlawar** and their names are recorded in the 7/12 records vide Ferfar No. ....., dt.....

WHEREAS the previous owner Mr. Vishnugopal Ganeshlal Shahu decided to dispose of the scheduled property at Kh. No. 31/1 area admeasuring 0.81 H.R. being western side portion by dividing the land area of 1.62 H.R. by north-south wise at Mouza Shankarpur to M/s. Tirupati Developers through its Partners Mr. Prashant Manoharrao Bongirwar & Mr. Rahul Arunrao Upganlawar and accordingly entered into an registered Agreement to Sale on, dt.09/02/2021 & the second previous owner Mrs. Ramadevi W/O. Vishnugopal Shahu decided to dispose of the scheduled property at Kh. No. 31/1 area admeasuring 0.81 H.R. being eastern side portion by dividing the land area of 1.62 H.R. by north-south wise out of kh. No. 31/1 total area admeasuring 1.62 H.R. of Mouza Shankarpur to M/s. Tirupati Developers through its Partners Mr. Prashant Manoharrao Bongirwar & Mr. Rahul Arunrao Upganlawar and accordingly entered into an registered Agreement to Sale on

09/02/2021 both the documents are duly registered in the Office of the Sub Registrar Nagpur 7, thereby by virtue of the said registered Agreement to Sale M/s. Tirupati Developers through its Partners Mr. Prashant Manoharrao Bongirwar & Mr. Rahul Arunrao Upganlawar became the absolute owner of the said land at Kh. No. 31/1 area admeasuring 1.62 HR of Mouza Shankarpur and accordingly their names are mutated in the 7/12 revenue records vide Ferfar No. ....., dt.....

WHEREAS, the owners M/s. Tirupati Developers through its Partners Mr. Prashant Manoharrao Bongirwar & Mr. Rahul Arunrao Upganlawar have decided to develop the said land by converting it into Non Agriculture land for residential purpose and the said area is coming under the Metro Region of Nagpur Metropolitan Region Development Authority (NMRDA), and therefore prepared a Layout Plan for the same and submitted it to the Nagpur Metropolitan Region Development Authority Metro Region, on due scrutiny of the said plan the Metro Region, Executive Engineer, Nagpur Metropolitan Region Development Authority, vide its Letter No. dk-vfHk-@ukeizfoizk@..... fn-- ..... and forwarded it to the Collector Nagpur granted its permission for the conversion of the said land is then decided to be converted into Non-Agriculture use for the residential purpose and accordingly the proposal was submitted before the Collector Nagpur and after the due processing and scrutiny of the said proposal the Collector Nagpur in his Order in the Rev. Case No. ...../Mouza-Shankarpur/....., dt..... Kh. No. 31/1 area admeasuring ..... Sq.Mtr. out of 1.62 HR of Mouza Shankarpur land into Non-Agriculture use for the residential purpose on a various terms & conditions. However, the Executive Engineer Nagpur Metropolitan Region Development Authority (NMRDA) approved the Layout Plan for the said land dt..... and based on this document and terms & conditions mentioned therein the Collector Nagpur has finally sanctioned the Layout for the Residential Purpose hereby. **The said plot is regularize by NMRDA vide its RL Letter No. ..... dt. ..... Thereby the scheduled property is absolutely regularized, Non Agriculture plot of land.**

WHEREAS the said property is free from any encumbrance, lien or mortgage and no litigation is pending with respect to the said land before any Court of Law. So also the Owner hereby assures the PURCHASER that they have not entered into any agreement to sale or transferred this property to anybody else other than this PURCHASER. In case if it is observed or come to the knowledge of PURCHASER or anybody make any claim for this land based on any such agreement the Owners take full responsibility of the same and

indemnifies the PURCHASER from any such liability arises out of such agreement and shall repay the sale consideration along with the damages.

WHEREAS, the Vendors Shri Prashant Manoharrao Bongirwar and Shri Rahul Arunrao Upganlawar being pre-occupied in their activities and therefore unable to visit the Office of the concern of Sub-Registrar of Assurances of Nagpur, executed a registered General Power of Attorney only for admitting the contents of the documents to the extent of their execution only, in favour of **Shri Ashish Arvindrao Maraskolhe on 02/04/2019 at No NGN-8 1090-2019** and the said document is **authenticated at No. 24/18 on 02/04/2019** in the Office of the Sub-Registrar Nagpur City - 8 and thereby **Shri Ashish Arvindrao Maraskolhe** is admitting document of sale in front of Sub-Registrar of Assurance of Nagpur Gramin.

THEREBY, the VENDOR has become the absolute owner of **Plot No. ……., total area admeasuring …….. Sq. Mtrs. (…….. Sq. Ft.) at Kh. No. 31/1, at Mouza-Shankarpur**, P. H. No. 42, Tahsil Nagpur Gramin, Dist. Nagpur. The VENDOR is now desirous of disposing of the said Plots to the individual PURCHASER and therefore was in search of a suitable prospective individual buyer and the PURCHASER being desirous of purchasing the scheduled property, has approached the VENDOR and expressed him/her desire to purchase the said plot of land, at **Plot No. ……., total area admeasuring …….. Sq. Mtrs. (…….. Sq. Ft.) at Kh. No. 31/1, at Mouza-Shankarpur**, P. H. No. 42, Tahsil Nagpur Gramin, Dist. Nagpur.

WHEREAS, the PURCHASER have inspected various documents namely the title of the said land, various sanctions and NA permissions, sanctioned lay out plan and are satisfied with the title & has satisfied himself/herself that the title is absolutely vested with the VENDOR and has clear, transferable and marketable title before signing this Sale deed. The PURCHASER offered a good reasonable and market price which the VENDOR thinks proper and therefore agreed to purchase from the VENDOR and the VENDOR hereby agrees to sale the non-agriculture **Plot No. ……., total area admeasuring …….. Sq. Mtrs. (…….. Sq. Ft.) at Kh. No. 31/1, at Mouza-Shankarpur**, P. H. No. 42, Tahsil Nagpur Gramin, Dist. Nagpur which is more particularly described in the Schedule herein under written for the total consideration of **Rs. ……/- (Rs. …… Only)** and the PURCHASER agrees to purchase the same from VENDOR upon the terms and conditions contained hereunder: -

NOW THIS DEED OF SALE WITNESSES AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. **THAT**, the PURCHASER hereby executing a sale deed to purchase from the VENDOR and the VENDOR is executing a Sale deed with the PURCHASER for **Plot No. ……., total area admeasuring …….. Sq. Mtrs. (…….. Sq. Ft.) at Kh. No. 31/1, at Mouza-Shankarpur**, P. H. No. 42, Tahsil Nagpur Gramin, Dist. Nagpur, more particularly described in scheduled hereunder written.

2. **THAT**, the total consideration agreed between the parties is **Rs. ……/- (Rs. …… Only).** Paid by the purchaser in the following manner:-

MODE OF PAYMENT: -

1) Dated ……. by Cheque No……. Drawn on Bank of Baroda for Rs. ……/-
2) Dated …….. by Cheque No. ……. Drawn on SBI Bank for Rs. ……/-
3) Dated ……. by Cheque No. ……. Drawn on SBI Bank for Rs. ……/-

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Total Rs. ……/- (Rs. …… Only).

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3. As the, entire sale consideration of sale deed has been paid by the purchaser, as above and we acknowledge the receipt of the same through this Sale deed and therefore is executing this Sale deed in favour of PURCHASER. All That Piece and Parcel of Malik Maqbooza Non Agriculture Land at **Plot No. ……., total area admeasuring …….. Sq. Mtrs. (…….. Sq. Ft.) at Kh. No. 31/1, at Mouza-Shankarpur**, P. H. No. 42, Tahsil Nagpur Gramin, Dist. Nagpur which is more particular described in the Schedule hereunder written TO HOLD THE SAME TO AND UNTO THE PURCHASER as absolute and full owner thereof forever, free from encumbrances of all kinds whatsoever.

4. **THAT**, the receipt whereof the Vendors hereby acknowledge admits and confirms the same and purchaser has given some of the above amount to consenter …… from time to time and the same is agreed and accepted by the parties by way of MOU signed by consenter and vendor.

5. **THAT,** the property hereby sold is free from all types of charges, encumbrances of all kinds whatsoever. The PURCHASER be

quietly entered into and upon and hold and enjoy and the rents and profits received there from by the PURCHASER without any interruption or disturbance by the VENDOR or any person claiming through or in trust for them and without any lawful interruption or disturbance by any other person whosoever.

6. **THAT,** the VENDOR has good, valid and marketable title to the property hereby sold and has full and absolute right and authority to sell the same to the PURCHASER absolutely and forever.

7. **THAT** the VENDOR hereby handing over the actual physical possession of the said plots and the PURCHASER has taken the possession of the same. Now, here onwards the PURCHASER shall be responsible for all the outgoing of any nature whatsoever.

8. **THAT**, the property hereby sold shall be believed and 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 to the PURCHASER. But, all such misstatement, errors or omissions shall always be subject to corrections by the parties hereto.

9. **THAT**, the VENDOR will support any application made by the PURCHASER for mutation of names on the property hereby sold and will render necessary assistance for obtaining the mutation thereof in favour of the PURCHASER in all relevant records.

10. **THAT**, the VENDOR has paid all the taxes, cesses levied on the said plot of land and has up to date paid the Grampanchayat Tax. So also maintained the layout/ property/ plot, till the date of this registration of Sale Deed. Now here onwards, it shall be the responsibility and liability of PURCHSER to maintain his property and the VENDOR shall not at all be responsible for its maintenance of any kind and payment of any taxes.

11. **THAT**, it is agreed, understood and accepted by the Purchaser that Goods and Service Tax if applicable on the instant transaction of sale is specifically agreed to be borne and paid by the Purchaser and in no circumstances Vendor shall be held liable for payment of such charges.

12. **THAT** the PURCHASER shall from the date hereof always pay regularly the Grampanchayat Taxes, N. A. Tax and any other taxes, cesses etc. as levied on the said plots from time to time and

shall keep the VENDOR thereof always indemnified against the same.

13. **THAT**, the Purchaser shall construct his Residential House on the said plot of land accordance with the existing building construction rules and regulation of the Competent Development Authority/Nagpur Metropolitan Region Development Authority.

14. **THAT**, the said Real Estate project is purely a plotted shall be know and styled as ***"SILVERPARK-11"*** (Hereinafter referred to as the "projects"

15. **THAT**, the Vendor has registered the Project under the provision of the Act with the Real Estate Regulatory Authority at Nagpur having **RERA Registration No. .....**

16. **THAT**, the scheduled property sold herewith the agreed facilities as agreed, the Purchaser seen & verified the same and accord her/him/their consent & willingness that this facilities will also have other public's access and the membership, also it is agreed between the parties that maintenance of the layout will be done by the vendors from final sanction of the layout plan till next five years, and after that responsibility of maintenance will be of respective purchaser/society & annual maintenance charges will be borne by the purchaser from time to time.

17. **THAT**, all the expenses for the drafting of this Sale deed, Affidavits and other legal charges including the Stamp Duty, Registration Charges and all other expenses required for the purpose of registration of Sale deed, registration of this present, shall be borne by the PURCHASER.

SCHEDULE OF PROPERTY

All that piece and parcel of Non-Agriculture Land at **Plot No. ....,** having **area admeasuring ..... Sq. Mtrs. (..... Sq. Ft.) at Kh. No. 31/1,** P. H. No. 42, of **MOUZA-SHANKARPUR**, Tahsil-Nagpur Gramin, District Nagpur and the Plot is bounded as under: -

Plot No. .....:-

On the East - .....

On the West - .....

On the North - .....

On the South - .....

IN WITNESS WHERE OF the aforesaid **VENDOR and PURCHASER** have put their respective hands on this Sale deed of plot at **NAGPUR**, on the day, date and year mentioned here in above.

Sale Deed Plot No. …., having **area admeasuring ……. Sq. Mtrs. (……. Sq. Ft.) at Kh. No. 31/1,** P. H. No. 42, of **MOUZA-SHANKARPUR**,

1)_____

Mr. ……

Left Hand Thumb Impression

2)_____

Mr. ……

(Purchaser/PARTY NO. 1)

Left Hand Thumb Impression

M/s. Tirupati Developers,
through its authorized partners

1)_____

Shri. Prashant Manoharrao Bongirwar,

Left Hand Thumb Impression

2)_____

Shri. Rahul Arunrao Upganlawar,

(Vendors/ PARTY NO. 2)

Left Hand Thumb Impression

WITNESSES:-

1) _____

Left Hand Thumb Impression

2) _____

Left Hand Thumb Impression