

C-1 #350.

SALE DEED FOR Rs. 7429.20 Paise

(Rs. Seven thousand four hundred twenty nine and twenty Paise)

Sale deed executed this 14th day of Oct 19

for the sale of plot No. 25

Vendor :- The Central Railway Employees' Co-perative Housing Society Limited Nagpur. Society Registered under Section 9(1) of Maharashra Co-operative Societies Act 1960. The No. of registration being NGP/HSG/103/of 1962 having its registered office at Nagpur Tah. Nagpur, Distt. Nagpur, acting through its honorary Secretary Shri. [illegible] hereinafter called 'The Society' of the one part.

And

Shri/Smt. Ku Anantram Naidu s/o Ramdas Naidu and Shri Venkatesam Naidu s/o or w/o Narayan Swamy Naidu aged about 44 Years, occupation

Resident of Central Railway Layout Nagpur 29 Tah. Nagpur Distt. Nagpur hereinafter called *'The Purchaser'* of other part.

WHEREAS the Society has been established for among other objects to buy or to acquire land by Purchase, Mortagage, Lease, Extent, Gift or otherwise, to layout land to suit the requirements of members, to build or cause to be built residential houses or other buildings for the convenience of members and,

WHEREAS the purchaser is a member of the said society and

WHEREAS the said society after obtaining the sanction of the Nagpur Improvement Trust, Nagpur to the lay-out of 29.03 Acres of land in Khasra No. 34 and 35/1 in Mouza Ajni P.H. No. 9, Tahsil and Dist. Nagpur, in Ajni Street Scheme purchased by the said society has agreed to sell the plot, fully described in the Schedule attached herewith to the Purchaser who has agreed to purchase the said plot, No. 25 of the said Lay-out, length 90 ft. breadth 71-6+67 ft, and containing by admeasurement 6039.50 square ft. or there-about, as shown in red colour in the Lay-out Map attached to this deed. free of all encumbrances for a consideration of the sum of Rs. 7429.20 in words (Rs. Seven thousand four hundred twenty nine and twenty paise) only being the estimated cost of said plot after taking into consideration the present cost of the development but subject to the conditions that the purchaser shall have to pay the proportionate amount of increase in the cost of development, laying-out roads, lanes etc., etc. and other facilities to be given by the said Society and further subject to performance, fulfilment and discharge by the Purchaser of all other covenants undertaking terms and conditions imposed by the Society from time to time by resolutions of the Society, under the Bye Laws of the Society.

WHEREAS the Lay-out of the society has been approved by the Nagpur Improvement Trust and the Purchaser has read all the conditions, undertakings and conveants imposed upon the Society and by the Society under the agreement dated 30-3-65 between the Society and the Nagpur Improvement Trust, Nagpur and the Purchaser of Lay-out having approved of all the conditions and convenants and undertakings are embodied in the agreement between the Society and the Nagpur Improvement Trust has here-under agreed to abide by them as binding on him and further agreed to hold himself liable to the Society and through the Society to the Nagpur Improvement Trust, to comply with, carry out, perform, fulfil, discharge all the terms and conditions as mentioned in, the said agreement dated 30-3-65 with Nagpur Improvement Trust, Nagpur and for that to pay to the Society, whatever charges demanded by the society.

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rs. 7429-20 (Rs. seven thousand four hundred twenty nine and only) paid by the Purchaser in cash to the Society before the registration of this deed (the receipt whereof the Society hereby acknowledges) and in further consideration of the amount to be paid as would be determined by the Society in compliance and full discharge of the obligations on behalf of the Society, for the satisfaction of the terms, conditions, covenants and undertakings as embodied in the agreement entered into by the Society with the Nagpur Improvement Trust, Nagpur and further payment of all taxes, cesses, land revenue assessed or to be assessed by the competent authorities of the States or Local Bodies and which liabilities the Purchaser has agreed to bear, the said 'The Central Rly. Employees' Co-operative Housing Society Ltd., Nagpur as beneficial owner, does hereby convey, the land to Shri /Smt. A. R. Naidu & N. Naidu Purchaser ALL THAT piece or parcel of land bearing plot No. 25 of the layout of the Society Length 90 ft. Breadth 71.6+67 ft. containing by admeasurement 6033.50 sq. ft. of land more particularly shown in red colour in the plan attached herewith, and detailed in the schedule attached herewith as part and parcel and forming part of this deed, TO HOLD the same to the Purchaser free from all encumbrances but subject always to the conditions covenants, undertakings and the payment of the charges to be incurred in pursuance of the fulfilment of the obligations on behalf of the Society as per agreement entered into by it with the Nagpur Improvement Trust, Nagpur as has been agreed to by the Purchaser, and payment of all taxes, rates, cesses, land revenue or rent and all outgoings whatever assessed and hereafter to be assessed.

The Society does hereby covenant with the purchaser :—

i) That it has good and absolute title to the property conveyd to the Purchaser,

ii) That the Purchaser may hereafter peaceably and quitely enter upon, possess and enjoy the said property subject to the payment of all the charges and expenses to be incurred for the fulfilment of the agreement entered into by the Society with the Nagpur Improvement Trust, Nagpur.

iii) The property hereby sold is free from encumbrances and in the event of any claimant coming forth after the deed of sale the vendor agrees to indemnify the purchaser to the extent of the claim or the loss that he may be required to incur for ascertaining the title.

The Society further covenants with the purchaser that he has not done or been a party to any act of which this property is or may be any charge or encumbrances and it has not been gifted or sold, mortgaged or alienated in any manner what so-ever.

iv) That it shall, at the request and at the cost of the Purchaser or any other person claiming through him, do or execute or cause to be done or executed all such lawful acts, deeds or things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid.

9) The purchaser however, will not sell his plot or plot and the house without previous permission of the Society. The Society will however give such permission on the present purchaser depositing Rs. 0.05 per Sq. ft. of the area of the plot with the Society and his purchaser beeomes member of the Society before the sale. This condition is applicable to each sale.

IN WITNESS WHEREOF THE Vendor Society represented herein by its Secretary and the Purchaser have set their hands and signed this Deed in the presence of the witnesses signing as such, this day first above written 14-10-71

SCHEDULE (Referred to within this)

All that piece or parcel of land bearing Plot No. 25 of the Lay Out of The Central Rly. Employees' Co-operative Housing Society Ltd., Nagpur' being a part or portion of the entire land bearing Khasra No. 34 & 35/1 area 29.03 acres, held in Malik Makbuja rights of Mouza Ajni Kd. P. H. No. 9 Tah. & Dist. Nagpur and such other land of the adjoining owners as may have to be acquired for adjustment of boundaries under term No. 3 of the agreement dated the 30-3-65 between the Society, and the Nagpur Improvement Trust, Nagpur situated in Ajni Street Scheme, Tah. Nagpur, District. Nagpur within the limits of the City of Nagpur Corporation length 90 feet, breadth 71 6+67 feet and containing by admeasurement 6039-50 square feet or thereabouts more particularly described in the map annexed hereto and delineated in the Pink edging, and bounded as follows :—

On the East :— 80 Feet Road.
On the West :— open for public institute.
On the North :— 80 feet Road.
On the South :— plot No. 24

Seal of the Society.

Seal

For and on behalf of
The Central Railway Employees'
Co-operative, Housing Society Ltd., Nagpur,
Sd/- J. N. Patole
Th. Central Rly Employees'
Honorary Secretary. Co-op Housing Society Ltd.
Nagpur.

Witnesses :

1. Sd/- T. R. Mohod 14.10.71

2. Sd/- M. L. Bagadeo 14.10.71

Purchaser. 1) Sd/- Manikrao Naidu
2) Sd/- A. K. Naidu Narayanrao Naidu.
14-10-71

Member of the Central
Railway Employees' Co-operative
Housing Society, Ltd., Nagpur.

...ment no. 1304 (P)
...registered at the office of the
...Sub-Registrar of Nagpur-I
...between the hours of 1
1 to 14-10-1971

Sd/- K. S. Pachpor

The Central Rly. Employees
Co-op. Housing Society Ltd.
Nagpur.

Sd/- M. F. Deosarkar
Joint Sub-Registrar
NAGPUR-I

Executed

Executed

Sd/- M. F. Deosarkar
Joint Sub-Registrar
NAGPUR-I

1) Shri Anantrao Ramdas Naidu
service 44 Y
2) Shri Kamlakatna Narayan Swamy
Naidu. Retd employee Sdy
both of C.R. Govt Nagpur-purchaser
3) Vasant Shankarrao Pachpore service
24 Y Sanjivdeh Nagpur (As Secretary
of Shri P. M. Patole Hon. Secy of the
C.R. employees Co-op. Housing

appearing party

Shri Anantrao Ramdas Naidu
Shri P. M. Patole

admits execution of the d
dated SALE deed

1) Shri Anantrao Naidu
2) Shri K. Narayan Swami Naidu
3) Shri V. S. Pachpor

1) Shri Michael Vasudeorao Bagdidar service of Nagpur car
2) Tulshiram Ramdasrao Mohod service of Nagpur

States that they personally know the above executant and identify him.

1) Sd/- M. L. Bagdidar
2) Sd/- T. M. Mohod.

Sd/- 14th October 1971

Sd/- M. F. Deosarkar
Joint Sub-Registrar
NAGPUR-I

Registration No. 1304 CP
Page 198 to 181 Book 103
Book No. 1
Sd/- 14/10/71

Sd/- M. F. Deosarkar
Joint Sub-Registrar
NAGPUR-I

Application for copy received on 23.10.71
Copy ready on 24.10.71
Copy delivered on 30.10.71
To Shri K. N. Naidu
14/10/71

Sd/- Illegible
Joint Sub-Registrar
NAGPUR-I

Prepared by
Read by
Compared by

TRUE COPY

Sd/-
Joint Sub-Registrar
NAGPUR-I
14/10/71

The Purchaser hereby covenants with the Society :—

1. That he / she has notice of, and has read, understood and ratified and agrees to abide by them as binding on him.

a) The agreement dated 30-3-65 regarding development of land in the Khasra No. 34 & 35/1 in the Mouza Ajni Kd. P.H. No. 9 Tah. & Dist. Nagpur in Ajni Street Scheme between the Society on behalf of its members and the Nagpur Improvement Trust, Nagur.

b) The sanction of the Collector, Nagpur dated 14-1-1964 for the use of the land in Khasra No. 34 & 35/1 in Mouza Ajni P.H.No.9 & Tah. Distt. Nagpur in AjniStreet Scheme for non-agricultural purpose AND.

I) While so ratifying the said agreement, undertakes the resposibility whatever for fulfilling the said agreement and liability for payment of whatever amounts are demanded by the Society fulfilment of the agreement, sanction and for development, of the lay-out in accordance with the agreement and sanction.

2) That the purchaser shall at all times hereafter duly perform and observe the covenants and undertakings by the Society under the agreement dated 30-3-65 with the Nagpur Improvement Trust, Nagpur and the restrictive cevenants, **Provisos** terms and conditions of said agreement in relation to the property hereby sold and will at all times keep the Society indemnified against all suits, proceedings, costs, charges, claims and demands in respect of the said covenants and restrictive provisos and any of them against any **forfeture** by default of the Purchaser.

3) The Purchaser shall at all times hereafter pay to the Society or any person named by the Society, proportionate amount of increase in the cost of development, betterment, contributions if any, levied by the Nagpur Improvement Trust, Nagpur hereafter all costs of maintenance of roads, drains, public places, sewers, sewer lines, all charges on account of land revenue, rent, corporation taxes, rates cesses and all costs, charges and expenses whatsoever incurred by the Society or proposed to be incurred by the Society or /and demanded by the Society according to the books of the Society, resolutions from time to time of the Society and every such payment whether incurred or proposed to be incurred shall be a charge on the property hereby transferred and sold and every part of the same.

(a) If and when any improvement of development scheme for the area in which the aforesaid Khasra No. 34 & 35/1 of Mouza Ajni P. H. No. 9 Tah. & Dist. Nagpur are situated is sanctioned by the State Government that Purchaser shall be liable to pay to the Nagpur Improvement Trust, Nagpur the betterment or abandonment charges which may be assessd on the plot in accordance with the provisos of the Nagpur Improvement Trust Act.

b) That the Purchaser shall use the plot for residential purposes only.

4) That the Purchaser has read the Bye-laws of the Society subject to which the plot is sold and they are binding on him.

5) That all amounts payable to the Society by the Purchaser on whatever account whether as incurred, proposed to be incurred and demanded by the Society as hereinbefore stated shall be a charge on the plot and the buildings thereon,

6) That the Society has delivered possession of the plot of land to the Purchaser,

7) That the plot hereby transferred, sold or conveyed shall not be sub-divided and building thereon shall be in accordance with the Building and Zoning Regulations of the Nagpur Improvement Trust, Nagpur in force when the permission is sought.

8) That the registration charges and the stamp duty required at the time of execution of this Sale Deed will be borne by the Central Rly. Employees' Co-op. Housing Society Ltd Nagpur.