Received fees for:— Rs.
Registration ... 1300=00
Copying (Folios) ... 1=00
Copying endorsement ... 1=00
Postage ... 1=00
Total ... 1304=00

Serial No. 2271/P
presented at the office of the
Sub-Registrar of Nagpur
between the hours of 12
and 1 on 23-9-1980

Chairman
Uday Co-operative Tenant
(Tenant Co-partnership) Ltd.
Nagpur S. No. NPL/HSG/1058

Joint Sub-Registrar
NAGPUR

Received fees for:— Rs.
Registration ,,
Photographing ,,
Pages ,,
Memo. ,,
Postage ,,
Total Rs.

Joint Sub-Registrar-I
NAGPUR

SALE DEED VALUED Rs. 1,29,160-00

(Rupees One Lac Twenty Nine Thousand One Hundred Sixty only)

This DEED OF SALE made this 23rd day of September 1980 BETWEEN Shrimati Salila Bhattacharya wife of Dr. Bhawani Charan Bhattacharya, aged 62 years, occupation household, resident of Sonali; 8/2A, Alipore Park Road, Calcutta-27, through constituted Attorney Dr. Subir Kumar Mukherjee son of Col. Arun Kumar Mukherjee, resident of Godhuli, Bezonbagh, Nagpur, hereinafter called VENDOR which term shall unless repugnant to the context whereof mean and include her heirs, executors, administrators, representatives and assigns of the first part: AND M/S Uday Tenant Co-partnership Housing Society (Proposed) now registered as

M/s Uday Co-operative Housing Society (Tenant Co-Partnership) Limited, a Society registered under the Co-operative Societies Act bearing Registration No. NGP/HSG/1053/80 dated 19-8-80 having its Office situated at Purohit Building, Sitabuldi, Nagpur through its Chairman Shri Suresh son of Kishanprasad Dubey, resident of Sitabuldi, Nagpur, hereinafter called the PURCHASER which term shall unless repugnant to the context whereof mean and include its executors, representatives and assigns of the other part :

WHEREAS the aforesaid VENDOR Shrimati Salila Bhattacharya owns and possessed two plots of land bearing Nazul Plot No. 6/1 and 6/2 Sheet No. 29/D, Circle No. 24, Mouza Juripatka, out of S. Nos. 75/5, 6, 7, 9, 10 & 11 bearing Municipal Corporation No. 738 and 739 of Ward No. 60 Chhaoni, Nagpur admeasuring 17862 square feet i. e. 1661.17 quare metre. The aforesaid VENDOR purchased the said property from Shri Govindsharan Joshi son of Gopinath Joshi by a registered Sale Deed dated 7-5-1964 Registered in Additional Book No. 1, Volume ..... at Serial No. 2222 on pages — — to — — on dated 7-5-64 in the office of Registrar, Nagpur. The said Shri Govindsharan Joshi had purchased the land then bearing Nazul Plot No. 6 (old) Khasra No. 75/5 of Mouza Juripatka admeasuring 296' X 196') by a Registered Sale Deed dated 2-8-1960. With a view to have better utilisation of the land so purchased the said Shri Govindsharan Joshi effected a sub-division of the said Plot No. 6 in five sub-divisions with the sanction of the Nazul Authorities in the year 1964 and out of the five such divided plots the aforesaid VENDOR purchased sub-divided Plot No. 6/1 and 6/2 with areas 9508 square feet and 8354 square feet respectively total area 17862 square feet i. e. 1661.17 square metre. The aforesaid VENDOR is in possession of the same.

AND WHEREAS the aforesaid VENDOR has permanently shifted from Nagpur to Calcutta and she does not require land at Nagpur, it is not possible for her to manage the property from such a long distance. She therefore entered into an agreement with the aforesaid PURCHASER for the absolute sale to them the land admeasuring 17862 square feet i. e. 1661.17 square metre bearing Nazul Plot No. 6/1 and 6/2 of Mouza Juripatka, Nagpur, for a consideration of Rs. 1,42,896-00 (Rupees One Lac Forty Two Thousand and eight hundred ninety six only).

AND WHEREAS the said land falls within the Nagpur Agglomeration of Nagpur City within the measuring of Urban Land (Ceiling and Regulation) Act, 1976. The permissible limit for holding vacant land is 1500 square metre. The VENDOR has submitted a statement as required under S. 6 (1) of the Urban Land (Ceiling and Regulation Act, 1976 to the Competent Authority, Urban Land Ceiling Nagpur in U. L. C. No. 121/76. The Competent Authority prepared a final statement allowing 1500 square metre of the land out of her 1661.17 square metre to be retained by the VENDOR and the balance 161.17 square metre of land has been declared surplus vacant land. The VENDOR has submitted an application under S. 20 (b) of the Act to the Collector, Nagpur for exemption of the said 161.17 square metre and the same is pending. The said land admeasuring 161.17 square metre is likely to be exempted under Section 20(b) of the Act. This sale is therefore executed for the sale of 1500 square metre of land for a consideration of Rs. 1,29,160-00 (Rupees One Lac Twenty Nine Thousand and One Hundred Sixty) only.

NOW THIS DEED WITNESSETH THAT

1. In pursuance of the agreement and in consideration of the sum of Rs. 1,29,160-00 (Rupees One Lac Twenty Nine Thousand One Hundred Sixty only) out of which amount the PURCHASER has paid a sum of :

Rs. 5,000-00	(Rs. Five Thousand only) deposited in Vendor's Joint Bank A/C No. 5013/02 in State Bank of India, Station Road, Nagpur on 5-9-79 the receipt of which the Vendor hereby ackowledges.
Rs. 5,000-00	(Rs. Five Thousand only) deposited in Vendor's Joint Bank A/C No. 5013/02 in State Bank of India, Station Road, Nagpur on 15-12-79, the receipt of which the Vendor hereby acknowledges.
Rs. 30,000-00	(Rs. Thirty Thousand only) deposited in Vendor's Joint Bank A/C No. 5013/02 in State Bank of India, Station Road, Nagpur, on 29-2-80 the Receipt of which the Vendor hereby acknowledges.
Rs. 25,000-00	(Rs. Twentifive Thousand only) deposited in Vendor's Joint Bank A/C No. 5013/02 in State Bank of India, Station Road, Nagpur on 15-5-80 the receipt of which the Vendor hereby acknowledges.
Rs. 50,000-00	(Rs. Fifty Thousand only) deposited in vendors Joint Bank A/c No. 5013/02 in State Bank of India, Station Rd., Nagpur on 3-7-80 the receipt of which the vendor hereby ackno vledges.
Rs. 1,699-50	(Rs. One Thousand Six Hundreed Ninety Nine and Fifty Paise only) Paid on behalf of Vendor to the Nagpur Municipal Corporation as Municipal Taxes due till 31-3-80. The receipt of which the vendor hereby admits and acknowledges.
Rs. 8,259-20	(Rs. Eight Thousand Two Hundred Fifty Nine and Twenty Paise only) deposited in the Vendors Joint Bank A/C No. 5013/02 in State Bank of India, Station Rd., Nagpur. on 23/9/80
Rs. 4,201-30	(Rs. Four Thousand Two Hundred One and Thirty Paise only) Kept as deposit with the Purchaser Society for payment of Nazul Taxes. The receipt of which the Vendor hereby admits and acknowledges.
Rs. 1,29,160-00	(Total Rs. One Lac Twenty Nine Thousand One Hundred & Sixty only)

The aforesaid VENDOR does hereby sells, conveys, transfers and assigns all her right, title and interest in the property described fully in the schedule hereunder, unto the PURCHASER absolutely.

2. Whatever rights, in the soil or sub-soil appertenant in the said property and hitherto enjoyed by the said VENDOR or to which she was otherwise entitled to as owner thereof are specifically conveyed and transferred to the PURCHASER in amplification of any right that they may have acquired under any law, usage or custom.

3. The said PURCHASER shall have and hold and enjoy the said property absolutely and the said VENDOR does hereby for herself, her executors, or assigns covenant that the VENDOR has the full and absolute right and power to sell, assign or transfer the said property, described fully in the schedule hereunder in the manner aforesaid and the PURCHASER shall peacefully use and enjoy and deal in the same as their own property without any hindrance, interruption, claim or demand by or from the VENDOR or any person claiming through her.

4. That the property sold hereby is free from mortgage, burden, lien or encumbrance whatsoever. The VENDOR agrees to indemnify the PURCHASER against all losses and damages caused to them on account of any defect in the title of the VENDOR.

5. All taxes and other dues with regard to the property hereby conveyed will be borne by the VENDOR upto the date of this Sale Deed and thereafter by the PURCHASER. The PURCHASER shall upon execution of the Deed shall be entitled to have the property mutated in their names in the Municipal, Nazul, Revenue, City Survey and other Government and Semi Government Departments and the VENDOR shall in all possible way assist the PURCHASER to get their names mutated accordingly. The cost of stamp and registration fees shall be paid by PURCHASER SOCIETY

6. The VENDOR hereby agrees that in the event of the exemption by the Government of the balance land out of Nazul Land admeasuring 161.17 square metre from the

provisions of the Chapter III of the Urban Land Ceiling Act, the VENDOR shall execute the Sale Deed of the said land in favour of the PURCHASER for consideration agreed vide Agreement Dated 18-12-79. The VENDOR has given notice to the Competent Authority, Urban Land Ceiling, Nagpur as required u/s 26 of the U.L.(C+R) Act 1976 vide Acknowledgment No. ULC/79201/80 dt. 9-4-80. Nothing has been heard from the C.A. ULC. within Statutory Period.

SCHEDULE OF PROPERTY

Land admeasuring 1500 square metre bearing Nazul Plot No. 6/1 and 6/2 out of the original Nazul Plot No. 6 (Plot No. 6/1 admeasuring 9508 Square feet and Plot No. 6/2 admeasuring 6637 square feet) Total 16145 SFT i. e. 1500 square metre situated out of S. No 75/5 of Mouza Jaripatka, Circle No. 24, bearing Municipal Corporation No. 738 and 739 of Ward No. 60, Chhaoni Ward, Nagpur bearing Chalta No. 14, Sheet No. 69 of Mouza Jaripatka, Nagpur, Tahsil and District Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust. The said property is bounded over as under :-

On the North	:	Plot of Shri L. M. Peter
On the South	:	Public Road,
On the East	:	Plot No. 6/3,
On the West	:	Plot and House of Hazi Gani

The said property is more specifically shown with letters A B C D E F in the plan annexed to this Deed and forming part of this deed.

IN WITNESS WHEREOF the aforesaid VENDOR Smt. Salila Bhattacharya wife of Shri Bhabani Charan Bhattacharya through her constituted Attorney Shri Subir Kumar Mukherjee son of Col. Arun Kumar Mukherjee has set his hands at Nagpur on this 23rd day of September 1980.

Constituted Attorney To;
Smt. Salila Bhattacharya
W/o. Shri Bhabani Charan Bhattacharya
VENDOR

WITNESSES :-

1. (S.M. BHUSARI)

2. (A.J. BHALERAO)

Chairman
Vidarbha Co-Operative Housing
(Tenant ... Ltd.
Nagpur B. No. ... 1063

① Shri. Subir Kumar S/o Arun Kumar Mukharjee. as Constituted Attorney of Shrimati Salila W/o Dr. Bhavani Charan Bhattacharya. Home holds age 62 yrs. R/o. Calcutta, R/o Nagpur Godhuli Beganbagh. as Vendor

② Shri. Suresh S/o Kishan-prasad. Dubey. as. Chairman of the M/s. Uday. Co. op. Housing Society Ltd. Nagpur as. Purchaser.

/

① Shri. Arun. Janardhan Bhalerao Service R/o Nagpur Surendra Nagar

② Shri Sudhakar S/o Maotrao Bhucari Business. R/o Nagpur Bajaj Nagar Dy Dist. Nagpur

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

1 _____

2 _____

(S.M. Bhalerao)

Executing party .....

.....

.....

admits execution of the so called Sale deed

1 _____

2 _____

Dated 23-9-80

L.R. [illegible]

Joint Sub-Registrar
NAGPUR

Registered No. 2146 (D)
Page 47 Vol 338
of Addl Book No. 1 Dt 22/10/80

Joint Sub-Registrar
NAGPUR 22/10/80