



NAME: श्री. जयश्री धनंजय सावरकर, नागपूर
 No. 9463 Price: 9000/-
 Dated: 21/12/2009

H. H. KHOSBRAGADE
 STAMP VENDOR
 Collector Compound
 NAGPUR.

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 9463 / 2-99
 2009

अनुक्रम नं.: 9463
 सन 2009 चे 21.12.09
 चे ५ तारखेस २ व ८ चे
 दरम्यान दुय्यम निबंधक नागपूर ९
 सांचे काचेरीत आणून दिला.

को वेळी तो रुपये, वसे
 नोंदणी फी..... 599.02
 फोटो पाने (9) फी..... 49.00
 शेर फी..... 2.00
 रुजवात फी..... 3.00
 फायलींग फी..... 98.00
 मेनी फी..... 2.00
 टपाल फी.....
 एकूण फी..... 754.02

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 दुय्यम निबंधक क. ९,
 नागपूर शहर

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 दुय्यम निबंधक क. ९,
 नागपूर शहर

DEED OF SALE FOR RS. 2,45,000/-
 (RUPEES TWO LACS FORTY FIVE THOUSAND ONLY)
 MARKET VALUE RS. 8,11,000=00
 Item No.30.3, Page No181.

This DEED OF SALE is made on this 2nd day of August, 2001
 between : Smt SUCHITA @ VARSHA W/o DILIP WARJURKAR
 aged about 34 years, Occupation : Household resident of Plot No.N-
 122, Reshimbagh, Nagpur hereinafter referred to as the "OWNER"
 expression shall unless repugnant to the context or meaning herein,
 alway mean and include, the said "OWNER", as well as her legal heirs,

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20/8/2009

(महाराष्ट्र राज्य न्याय विभाग)

पुणे जिल्हा न्याय विभाग

पुणे

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अनुक्रमित व
हानि नसल्याचे
पुणे जिल्हा न्याय विभाग
पुणे जिल्हा न्याय विभाग
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महाराष्ट्र राज्य न्याय विभाग
पुणे जिल्हा न्याय विभाग
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Warjekar

Warjekar

DEED OF SALE FOR RS.2,45,000/-
(RUPEES TWO LACS FORTY FIVE THOUSAND ONLY)
MARKET VALUE RS. 2,45,000/- 3,11,000/-
Item No.30.3, Page No.181.

Warjekar

This DEED OF SALE is made on this 2nd day of August
2001 between : Smt SUCHITA @ VARSHA W/o DILIP
WARJURKAR aged about 34 years, Occupation : Household resident
of Reshimbagh, Nagpur hereinafter referred to as the "OWNER"
expression shall unless repugnant to the context or meaning herein,
always mean and include, the said "OWNER", as well as her legal heirs,

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representatives, successors-in-interest, executors, administrators, assigns or anyone acting through or under her of the FIRST PART.

AND

Smt. JAYSHREE W/o DHANANJAY SAKHARKAR, major Occupation - Business, resident of Plot No 52, Laxminagar, Nagpur, hereinafter referred to as the 'PURCHASER' which expression shall unless repugnant to the context or meaning herein shall always mean and include the said 'PURCHASER', as well as her legal heirs representatives legatees, successors-in-interest executors, administrators, assigns or anyone acting through or under her, of the SECOND PART.

WHEREAS, Smt. SUCHITA @ VARSHA w/o DILIP WARJURKAR is the OWNER all that piece and parcel of land bearing old plot no.19, new plot no.19 admeasuring 18.29 Mtrs (60 feet) East-West and 21.33 Mtrs. North-South (70 feet), total area 390.12 Sq. Meters (4,200 Sq. ft.) along with the constructed room of 10 ft. x 10 ft., laid out in field khasra no.14/2, Bandobast no.158, P.H. no.44 in Mouza : Jaitala, Tahsil and District : Nagpur in the sanctioned Rajendranagar Layout of Janhit Gruha Nirman Sanstha Nagpur, which has been converted to Non-Agricultural use, vide order of the Sub Divisional Officer, Nagpur, dated 15-12-1965 in Revenue Case no.256/A-2/1963-64, and is in actual physical possession of the same, since the same was purchased by her from a) Shri Premlal Mohanlal Hiranwar and b) Shri Anna Yeshwantrao Ghorpade, vide deed of Sale Dated 31-3-1989, registered with the Office of The Sub-Registrar of Documents, Nagpur in Additional Book no.1, Volume No.1309, Serial No 4720 at Pages No 170 to 174 and is in Possession of the said plot without any interference, obstruction, from any one whatsoever and is enjoying the continuous, uninterrupted and peaceful possession and all legal right of the Plot No.19 without any interference, obstruction, claim or disturbance from any one whatsoever.

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AND WHEREAS, the title to the said Plot No.19 has been acquired by the OWNER in the manner as detailed hereunder:

- A) The Original OWNER of the entire area of Khasra No.14/2, Mouza : Jaitala, P.H. no.44, Bandobast No.158, Thak no.381, Tahsil : Hingna, District : Nagpur, which has been converted to Non-Agricultural use, vide order of the Sub Divisional Officer, Nagpur, in Revenue Case No.256/A-2/63-64 dated 15-12-1965, was a) Shri Premlal Mohanlal Hiranwar and b) Shri Anna Yeshwantrao Ghorpade who after laying a layout thereupon had vide deed of Sale dated 31-3-1989 registered with the Office of the Sub-Registrar of Documents, Nagpur in Additional Book No.1, Volume no.1309, Serial No.4720 at Pages 170 to 174 sold plot no.19, in the layout on Khasra No.14/2, which was then known as Jawaharnagar Layout, to the OWNER
- B) The entire land of Khasra No.14/2 of Mouza : Jaitala has been converted for non-agricultural use, in case No.256/A-2/63-64 dated 15-12-1965, passed by the Sub-Divisional Officer, Nagpur.
- C) The said 'Jawaharnagar Layout' was originally sanctioned by the Nagpur Municipal Corporation in the year 1967.
- D) The said 'Jawaharnagar Layout' on Khasra No.17/2 has been since renamed as 'Rajendranagar Layout' and has been taken over by the Janhit Gruha Nirman Sanstha, Nagpur, who had submitted a revised layout plan for sanction to the Nagpur Municipal Corporation which application application was numbered as P.No.255/EPR/1975 dated 11-10-1985 Vide the C.E.'s order dated 13-8-1986, the said revised layout plan came to be sanctioned as a result of which the areas and dimensions of several plots have been changed However the area and dimensions of the Plot No.19 hereby agreed to be sold is as per the revised sanctioned layout plan.
- E) Consequent to the said sale, the plot no.19, in the revised layout have been duly mutated in the name of the OWNER in the records of the City Survey Department and the said plot no.19 has been in

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continious, peaceful and uninterrupted possession of the OWNER since the date of sale in her favour as stated above.

AND WHEREAS; the 'OWNER', having acquired knowledge of the 'PURCHASER', being interested in purchaser of a plot, had approached the "PURCHASER", and offered the Plot No.19 to the 'PURCHASER' for sale, for a consideration of Rs.2,45,000/- (Rupees Two Lac Forty Five Thousand only) which offer accepted by the 'PURCHASER', an agreement of sale was entered into between the 'OWNER', and the 'PURCHASER', on 26/5/99, for sale of the said property and the 'PURCHASER', having paid the entire consideration to the 'OWNER', and having requested her to execute and register the deed of sale this deed of sale is executed by the 'OWNER' in favour of the 'PURCHASER', as under :

NOW THEREFORE THIS DEED OF SALE WITNESSETH UNDER :

1. In pursuance to the Agreement of Sale dated 26-5-99 and the 'OWNER' having received the entire consideration of Rs.2,45,000/- (Rupees Two Lac Forty Thousand Only) in the manner as enumerated in term no.2, hereinafter, the 'OWNER' does hereby transfers and conveys by way of Sale, to the 'PURCHASER', all that piece of land, bearing plot no.19, admeasuring 18.29 Mtrs.(60 feet) East-West and 21.33 Mtrs. North-South (70 feet), total area 390.12 Sq. Meters (4,200 Sq. ft.), laid out in field khasra No.14/2, Bandobast no.158, P.H.No.44 in Mouza : Jaitala, Tahsil and District : Nagpur in the sanctioned layout of Janhit Gruha Nirman Sanstha, Nagpur, which is known as 'Rajendranagar Layout', which has been converted to Non-Agricultural use, vide order of the Sub-Divisional Officer, Nagpur, dated 15-12-1965 in Revenue Case No.265/A-2/1963-64, which plot is already released for construction vide order dated 05-01-1988 of the City Engineer, Nagpur Municipal Corporation, as per sanctioned layout plan no.255/EPR/75 dated 11-10-1985 and is more particularly described in the schedule 1 written hereunder which forms part and

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parcel of this Deed of sale, to have and to hold the same forever, absolutely, without any let, hindrance, claim from the 'OWNER', or anyone acting or claiming through or under the 'OWNER'.

2. The total consideration of Rs. 2,45,000/- (Rupees Two Lacs Forty Five Thousand only) as agreed to between the parties hereto, has been received by the 'OWNER', in the following manner:

A) Rs. 25,000/-

(Rupees Twenty Five Thousand only), vide Cheque No.032900 dated 26-5-1999, drawn on Dr. Babasaheb Ambedkar Urban Co-op. Bank Ltd, Laxminagar Branch, Nagpur.

B) Rs. 27,000/-

(Rupees Twenty Seven Thousand only) vide Cheque No.037324 dated 27-7-1999, drawn on Dr. Babasaheb Ambedkar Urban Co-op. Bank Ltd, Laxminagar Branch, Nagpur

C) Rs. 50,000/-

(Rupees Fifty Thousand only) vide Cheque No.037327 dated 9-10-1999, drawn on Dr. Babasaheb Ambedkar Urban Co-op. Bank Ltd, Laxminagar Branch, Nagpur

D) Rs. 43,000/-

(Rupees Forty Three Thousand only) paid by Cash on 13/11/2000 the receipt of which the 'OWNER', does hereby acknowledge

E) Rs. 50,000/-

(Rupees Fifty Thousand only) paid by Demand Draft dated 3-4-2001, drawn on Dr. Babasaheb Ambedkar Urban Co-op. Bank Ltd, Nagpur Vide Demand Draft No.

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004243, the receipt of which owner does hereby acknowledge.

✓ F) Rs. 50,000/-

(Rupees Fifty Thousand only) paid as last instalment by Demand Draft dated 29-10-2001 of Dr. Babasaheb Ambedkar Urban Co-op Bank Ltd., Nagpur vide No. 004680. The receipt of which owner does hereby acknowledge.

Rs. 2,45,000/- Total Consideration

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3. The 'OWNER' specifically assures the 'PURCHASER' that she has a clear and marketable title to plot no.19. The said property which is sold under this deed of sale is free from all liens, mortgages, tenancy, leasehold rights, easements, charges, gifts, wills, hypothecation and all other encumbrances of all kinds whatsoever. So also the land of Plot No.19 is not encroached by anyone and the OWNER has already placed the PURCHASER in clear vacant possession of the same on 22/3/2001. The said property Plot no.19 is also not under notice of or the subject matter of acquisition by any Government, Semi-Government or local Bodies for any public or private purpose. Neither has the 'OWNER' entered into any agreement of any kind whatsoever in respect of Plot No.19, with any one, nor any one else other than the 'OWNER' has any right, title or interest of any kind whatsoever in Plot no.19, much less any other person claiming through or under the 'OWNER', and the 'OWNER' has a clear, transferable and marketable title to plot no.19, which she has hereby transferred to the 'PURCHASER'
 4. The 'OWNER' assures the 'PURCHASER', that in the future, in case any claim is made by anyone of having any right title or interest in plot no.19, the 'OWNER' specifically undertakes and agrees, that

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she will keep the 'PURCHASER' indemnified against all losses caused to the 'PURCHASER' due to any defect in the title of the 'OWNER' to the land sold and in such an event, the 'OWNER' at her own cost, agrees to remove, the claim or encumbrance and to indemnify, whatever loss is caused, to the 'PURCHASER', on this account.

5. The "OWNER" has supplied to the "PURCHASER" the originals of the following documents relating to the title of the OWNER to plot no. 19 hereby sold namely:

- A) Deed of sale dated 31-03-1989, registered with the Office of The Sub-Registrar of Documents, Nagpur, in Additional Book no.1, Volume no.1309, Serial No.4720 at Pages 170 to 174, executed by a) Shri Premlal Mohanlal Hiranwar and b) Shri Anna Yeshwantrao Ghorpade of plot No. 19 in favour of the OWNER.
- B) The order passed by the Sub-Divisional Officer, Nagpur by which the khasra no.14/2 of Mouza : Jaitala, has been converted for non-agricultural use, in Case no.256/A-2/63-94 dated 15-12-1965.
- C) The Original sanction by the Nagpur Municipal Corporation in the year 1967 to Jawaharnagar layout on khasra no.14/2.
- D) Revised layout plan for sanction to the Nagpur Municipal Corporation which application was numbered as P. No.255/EPR/75 dated 11-10-1985 and sanctioned vide the C.E.'s order dated 13-8-1986.
- E) Order of the City Engineer of the Nagpur Municipal Corporation dated 5-1-1988 by which the plot no.19 has been released for construction.
- F) Extract of mutation of the OWNERS names in the records of the City Survey Office.

6. The 'OWNER' has paid all taxes, cess, land revenue, ground rent, development charges, betterment charges, non-agricultural assessment or all other charges levied on plot no 19 of all kinds, till the date of

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Agreement to Sale and Taxes after this will be paid by the "PURCHASER".

7. The 'OWNER' assures the 'PURCHASER' that there is no legal impediment or condition which would prevent the 'OWNER' from transferring plot no.19.
8. The Plot No.19 hereby sold shall be taken to be correctly described in the schedule written hereunder. However, any misstatement, error or omission in its description as regards the area of the said plot will not annul this deed but the same will be subject to correction by either party.
9. The 'OWNER' further specifically agrees to pay and discharges all her Income Tax, Wealth Tax, Capital Tax, Gains and all other liabilities which may be imposed upon the 'OWNER', as a consequence of this transaction and shall not be entitled to make any claims therefor upon the 'PURCHASER'.
10. The 'OWNER' has procured the No-objection certificate for sale of the plot no.19 in favour of the PURCHASER from the Nagpur Improvement Trust and the Janhit Gruha Nirman Sahakari Sanstha and has also transfer her shares in the Society in favour of the "PURCHASER" and also the necessary clearance certificate from the Income Tax Authorities if applicable.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

All the piece and parcel of land bearing plot no.19, admeasuring 18.29 Mtrs (60 feet) East -West and 21.33 Mtrs. North-South(70 feet), total area 390.12 Sq. Meters. (4,200 Sq. ft.) along with the constructed room of 10 feet x 10 feet, laid out in field, Khasra No.14/2, Bandobast no.158, City Survey No.19, City Survey Sheet No.188-C, P.H. no.44 in Mouza : Jaitala Tahsil and District : Nagpur, in the revised sanctioned layout of Janhit Gruha Nirman Sahakari Santha, Nagpur which is known a

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"Rajendranagar Layout", which has been converted to Non-Agricultural use, vide order of the Sub-Divisional Officer, Nagpur dated 15-12-1965 in Revenue Case No.256/A-2/1963-64, which plot is already released for construction vide order dated 5-1-1988 of the City Engineer, Nagpur Municipal Corporation and is bounded as under:

on the East : Plot No.18.
 on the West : Plot No.20.
 on the North : Plot No.5
 on the South : Internal 9 Meter wide Layout Road.

IN WITNESS WHEREOF, the 'OWNER', named above after fully reading and understanding the contents of this deed of Sale, the terms and conditions enumerated therein, and admitting them to be correct and binding on them have signed this deed of sale in the presence of witnesses signing below on this 2nd day of August, 2001 at Nagpur.

WITNESSES

The Owner executing this Deed of Sale has read the deed of Sale and stated that she has understood the terms and conditions enumerated herein which are correct and binding on her, and has signed in our Presence.

Sign : [Signature]
 Name : Satish M. Bais

Address : Plot No 210 NIT
Layout, Laxminagar, Nagpur

Sign : [Signature]
 Name : DHANANJAY V. SAKHARKAR

Address : 52, W.H.C. ROAD,
LAXMINAGAR NAGPUR-22.

[Signature] 2.8.2001
 SMT. SUCHITA @ VARSHA W/o
 SHRI DILIP WARJURKAR
OWNER

[Signature] 2/8/2001
 SMT. JAYSHREE W/o SHRI
 DHANANJAY SAKHARKAR
PURCHASER

