

SALE DEED

THIS SALE DEED made at ----- this ____ day of ----- 2014 (Two Thousand Fourteen) between the Maharashtra Housing And Area Development Authority a statutory Corporation constituted under the Maharashtra Housing And Area Development Act, 1976 (Mah. XXVIII OF 1977) (hereinafter referred to as "the said Act") having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai - 400 051 the Vendor hereinafter to as "the Authority" (which expression shall unless the context requires otherwise include its successors and assigns) of the One Part.

AND

Shri. -----, Age----- Occupation : Business, Indian inhabitant residing at Tenement NO. ----- of the ----- hereinafter referred to as "the purchaser" (which expression shall unless the context requires otherwise include his heirs, successors, administrators and assigns of the Other Part.

WHEREAS, the Nagpur Housing and Area Development Board, a regional unit of the Authority having its office at Griha Nirman Bhavan, Nagpur (Hereinafter referred to as the Board) had built 324 single storeyed ground floor tenements ----- at ----- at MOUZA : ----- (Hereinafter referred to "the Tenement") and more particularly described in schedule I hereto for the bonafide residential use.

AND WHEREAS, the said Board vide its letter NO. _____ allotted the said tenement to _____, for the purpose of bonafied residential use.

AND WHEREAS, said Shri _____ sold his tenancy rights in respect of said tenement to Smt-_____

AND WHEREAS, offer of allotment advice of _____ Impounded by EVN case No. _____ dated _____

AND WHEREAS, the Board by its letter dated _____ transferred rights in respect of said tenement to the Smt _____ the purchaser herein being by order No. _____ dated _____

AND WHEREAS, transfer order of Smt. _____, Impounded by EVN Case No. No. _____/(B) dated _____.

AND WHEREAS, the Authority has at the request of the purchaser decided to convey the said tenement by way of Sale and to grant the land underneath and appurtenant thereto by way of lease to her subject to the terms, conditions and covenants reflected therein.

AND WHEREAS, in pursuance of such a decision the land underneath and appurtenant to the said tenement as per the provisions of Rules & Regulations of MHAD Act'1976 is being granted by the Authority to the purchaser on a lease for a period of **30 (THIRTY) YEARS** by a separate lease deed of even date between the Authority and the purchaser;

AND WHEREAS, the said tenement is intended to be sold to the purchaser at the price of Rs. _____ (_____) being the price of the said tenement and the said amount of Rs. _____ (_____) has been received by the Authority in full from time to time, from the purchaser (the receipt of which the Authority doth hereby admit and acknowledge);

AND WHEREAS, it is expedient and necessary to convey the right, title and interest of the Authority in the said tenement to the purchaser and the Authority hereby agrees to convey and the purchaser hereby agrees to accept such conveyance by way of sale, the right, title and interest of the Authority in the said tenement on the terms, conditions and covenants as are contained hereinafter.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

1. In consideration of the payment of Rs. _____ (_____) paid by the purchaser to the Authority on or before the execution of these presents (the receipt of which sum of Rs. _____ (_____) the Authority doth hereby admit and acknowledge) being the full consideration amount payable to the Authority, the Authority as the absolute owner hereby conveys, grants and assures unto the purchaser by way of sale, particularly described in the first schedule hereto and for clarify delineated on the plan hereto annexed and thereon shown with its boundaries coloured in red together with all its appurtenances (such appurtenance not being land) and all the estate, rights,

title, interest, use, property, inheritance possession, benefit, claim and demand of the Authority onto cut of and upon the same as against any other person whatsoever **TO HAVE & TO HOLD** the said tenement as owner subject to the terms, conditions and covenants hereinafter appearing.

2. The said tenement till the time of execution of these presents has been in possession of the purchaser and the Authority hereby covenants that the purchaser shall from the time of execution of these presents, continue to be in possession of the said tenement and hold and enjoy the same owner there of without any interruption or disturbance by the Authority or any person claiming through or under the Authority subject, however to the terms and condition and covenants incorporated in these presents.
3. The Authority hereby covenants with the purchaser that the said tenement hereby sold is free from all encumbrances whatsoever except as stated herein and the Authority is entitled to sell and convey the same to the purchaser in the manner aforesaid.
4. The Authority hereby agrees to do and execute and cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances for better and more perfectly conveying and transferring the said tenement and every part thereof unto the purchaser as may be reasonably required by the purchaser.
5. The purchaser hereby expressly agrees that the land underneath and appurtenant to the said tenement is and continues to be the property of the Authority and that the purchaser has no rights, title or interest in the said land except the rights reserved under a separate lease in respect of such land to be executed between the Authority and the purchaser simultaneously with these presents.
6. The purchaser hereby agreed that the wall separating the adjacent tenement shall be held in common ownership.
7. The purchaser further agreed in case before carrying out structural repairs, reconstruction, redevelopment of any nature, the purchaser have to take necessary permission of the local authority including Nagpur Housing And Area Development Board, a unit of MHADA and Nagpur Municipal Corporation.
8. The purchaser shall bear, pay and discharges all existing and future rates, taxes, assessments, duties, impositions and outgoing whatsoever assessed, imposed and charged upon the said tenement provided that all such taxes, rates, assessments, duties, impositions and outgoing shall, till the date of conveyance of the said tenement be borne by the Authority. If there remains any arrears to this effect and any claims made in respect thereof on the purchaser by the Government, local Authority or any other authority under any law for the time being in force in the State of Maharashtra, the purchaser shall be entitled to call upon; the Authority to pay all such arrears and the Authority agrees that it shall pay the same after due verification.
9. The purchaser shall extend reasonable facilities and co-operation and shall permit the occupants of adjoining tenement, their servants, agents or any other persons on their behalf to enter into his premises and to inspect or to execute any work as of repairs or reconstruction necessary for proper

- 14 -

maintenance of the supply lines, drainage lines, sewerages and all other common facilities of whatsoever nature.

10. It is hereby further agreed and declared that the purchaser shall not by virtue of this sale deed acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Authority for constructing building or for any other purposes and that any enjoyment of light or air by the purchaser or his successors in title from or over any adjoining land of the Authority shall be deemed to be had with the consent of the Authority.
11. All the costs including the stamp duty and registration charges of this deed of sale shall be borne by the purchaser.
14. The Authority is exempted from payment of income tax under Sub-section (20-A) of Section 10 of the income Tax Act, 1961 read with Section-4 of the finance Act, 1970.

IN WITNESS WHEREOF the signature of Shri Shankar Dashrath Balveer, Chief Officer of Nagpur Housing And Area Development Board, Nagpur for and on behalf of the Maharashtra Housing & Area Development Authority has been set hereunder and the seal of the Authority has also been affixed and attested by the Chief Officer, Nagpur Housing And Development Board, Nagpur of the and Smt. -----, the purchaser has signed hereunder on the day and year first above written.

SCHEDULE - I

MOUZA : -----
KH.NO. : -----

DESCRIPTION OF PROPERTY

All that the ----- having a ground floor single storeyed structure admeasuring ----- Sqm. plinth area situated at Government land ----- in the registration Sub-District and District Nagpur and bounded as follows:

On or towards the North by	: T/s No. -----
On or towards the South by	: Pathway
On or towards the East by	: T/s No. -----
On or towards the West by	: T/s No. -----

Signed , Sealed and Delivered
By Shri. _____,
Chief Officer, Nagpur Housing And Area
Development Board, Nagpur.
in the presence of

WITNESS :

1. SHRI _____
2. SHRI _____

The common seal of the Maharashtra Housing
& Area Development Authority is affixed in the
presence of Shri _____
Nagpur Housing And Area Development Board, Nagpur.

WITNESS :

1. SHRI _____
2. SHRI _____

Smt. _____
Purchaser in Presence of

1. _____
2. _____

**CHIEF OFFICER,
NAGPUR HOUSING AND AREA
DEVELOPMENT BOARD.**

Chief Officer,

C.O./N.B.

(Purchaser)
(Smt. _____)