

AGREEMENT TO SELL

12 NOV 2020

Stomp Head Clerk / Sr. Clerk

MOUZA - BHAMTI

CITY SURVEY NO. 48

SHEET NO. 20

ITEM NO. 29.424/20

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GOVT. RATE: Rs. 30,400/-

GOVERNMENT VALUE (Rs. 42,36,500/-) RS. FOURTY TWO LAKH THIRTY SIX THOUSAND FIVE HUNDRED ONLY)

> VALUED AT (Rs. 72,11,000/-) (RS. SEVENTY TWO LAKH ELEVEN THOUSAND ONLY)

THIS AGREEMENT FOR SALE is executed on this the 01st day of DECEMBER, 2020 at NAGPUR, in Tahsil and District NAGPUR

BETWEEN

SHRI ASHOK S/O MANIKRAO PARAD, aged about 62 years, Occupation - Business, (PAN: ACNPP6978K) (UID: 542088124634), AND MRS ALKA W/O ASHOK PARAD, aged about 54 years, Occupation - Business, (PAN: AHPPP7719P) (UID: 218347368247) both R/o. Plot No. 21, Bhausaheb Surve Nagar, Jaitala Road, Bhamti, Nagpur - 440022 (M.S.), hereinafter jointly and severally called as the VENDORS / SELLERS (which expression shall unless gepugnant to the context or meaning thereof, always mean and include the said VENDORS as well as their respective heirs, legal representatives, executors, administrators, successors & assigns) of the FIRST PART

पत्रवा प्रतिज्ञापत्रासाठी (2)

पुडांक विकी नींट ं अ.स. (0236

वि. 1) 12/2020

पुडांक विकास प्रेमान ले नाम Suni) त. Kharche

पत्ता
सही दिख्या

श्रीमती बीना अडवाला

पुडांक विकेता, ता.क. २०/११ कोड क. ४६०१०४८

केल्हाविकारी परिसर, त.कार्यालय, नागपुर (शहरः

AND

SHRI SUNIL S/O TRYAMBAK KHARCHE, aged about 50 years, Occupation – Service, (PAN: ADQPK5744C) (UID: 534720054603) AND MRS. RUPALI W/O. SUNIL KHARCHE (Maiden name: RUPALI PRALHAD MIRE), aged about 41 years, Occupation – Homemaker, (UID: 604855219364) both R/o. Flat No. 102, Shri Kartikey Apartment, Plot No. 34, Near V.T. Convent, Pratap Nagar, Nagpur - 440022 (M.S.), hereinafter jointly and severally called as the PURCHASERS / BUYERS, (which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASERS, as well as their respective heirs, legal representatives, executors, administrators, successors & assigns) of the SECOND PART

WHEREAS Aazad Hind Nagar Gruh Nirman Sahakari Sanstha, Nagpur, (Reg. No. N.G.P./H.S.G./188, dated 12.03.1965) was the owner of the piece of land admeasuring 5.00 Acres from and out of the land comprising Khasra No. 65 of Mouza — Bhamti, Patwari Halka No. 44, in Tahsil and District Nagpur and the said society carved a layout therein by demarcating it into various plots of different sizes, and out of such carved layout, said society through its General Secretary Shri. Manadev Rajaram Aakhude sold one piece of land admeasuring 1500.00 Sq. Ft. (139.35 Sq. Mtrs.) identified as Plot No. 14 (Fourteen) to one Shri Vinayak Rajaramji Karade, by executing a Sale Deed dated 01.10.1982 and the same is duly registered on even date in the Office of the Joint Sub-Registrar, Nagpur-1, in Additional Book No. 1, Volume 488, at Serial No. 6940 (Chh), Pages 49 to 50, whereby Shri Vinayak Rajaramji Karade became sole and absolute owner of the said Plot No. 14 with heritable and transferable rights therein; AND

WHEREAS lateron said Shri Vinayak Rajaramji Karade being the sole and absolute owner of the said Plot No. 14, gifted the same to one Sou. Kamal W/o Atmaramji Nagmote by executing a Gift Deed dated 07.03.1988 Ramchandra Aabaji Gajbhiye left for heavenly abode on 18.05.1994 and the same is duly registered on even date in the Office of the Joint Sub-Registrar, Nagpur-1, Serial No. 697, in Book No. 1, whereby Sou. Kamal W/o Atmaramji Nagmote became sole and absolute owner of the said Plot No. 14 with heritable and transferable rights therein; AND



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WHEREAS The Maharashtra Gunthewari Developments (Regulation, Upgradation and Control)

Act, 2001 was brought on statute books to provide for the regularisation and upgradation of certain Gunthewari developments and for the control of Gunthewari developments and for the regularisation and upgradation of certain Gunthewari developments and for the control of Gunthewari developments and for the regularisation and upgradation of certain Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the control of Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the control of Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the control of Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the planning Gunthewari developments and for the regularisation and upgradation of the p

WHEREAS the aforesaid layout out of Khasra No. 65 of Mouza — Bhamti was a "Gunthewari Development" within the meaning of Section 2 (1) (a) of the Gunthewari Act and the same was an unauthorized layout. The aforesaid Plot No. 14 then was of the several plots in an unauthorized layout which were proposed to be regularized under the scheme for regularisation of 572 unauthorized layouts and the above named owner Sou. Kamal W/o Atmaramji Nagmote, vide her application dated 11.04.2001, applied for regularization of the said Plot No. 14; AND

WHEREAS considering the application and documents submitted by Sou. Kamal W/o Atmaramji Nagmote and after due verification, the Executive Engineer, Nagpur Improvement Trust, Nagpur, issued the demand towards the regularization charges qua the said Plot No. 14, which were duly paid by the said owner on 03.08.2001 and thereafter the Nagpur Improvement Trust, Nagpur, through its Executive Engineer, issued a Regularization Permit bearing No. BE(W)572/105/37/893 of 2001, dated 12.04.2002, in File No. 572/105/37, in accordance with the Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 and NIT Board Resolution No. 15, dated 27.1.2001 and thereby the piece of land admeasuring 139.354 Sq. Mtrs. comprising Plot No. 14 came to be regularized; AND

पुट्रांक िक्रेसा, ला.क. १०/९५ कोड क. ४६०१०४८ जेल्ह्यधिकारी परिसर, त.कार्वालय, नागपूर (शहर)

WHEREAS lateron, said regularized piece of land admeasuring 139.354 Sq. Mtrs. comprising Plot No. 14 came to be permitted for non-agricultural use vide an Order datec17.06.2005, passed by Addl. Tahsildar, Nagpur in Revenue Case No. K/15626/N.A.P. 34/2004-2005; AND

WHEREAS lateron the name of Sou. Kamal W/o Atmaramji Nagmote came to be mutated in the records of City Survey, vide mutation entry dated 15.12.2005; AND

WHEREAS Nagpur Municipal Corporation allotted House No. 4182/C/14 to the said Plot No. 14 by mutating the name of Sou. Kamal W/o Atmaramji Nagmote and recovered taxes thereon; AND

WHEREAS, lateron said owner i.e. Sou. Kamal W/o Atmaramji Nagmote sold the said Plot No. 14 bearing Corporation House No. 4182/C/14 to Shri Ashok Manikrao Parad and Sou. Alka Ashok Parad by executing a Sale Deed dated 05.07.2007 and the same is duly registered in the Office of the Sub-Registrar, Nagpur-1, at Serial No. 4088, in Book No. 1, whereby Shri Ashok Manikrao Parad and Sou. Alka Ashok Parad became joint and absolute owners thereof with heritable and transferable rights therein; AND

WHEREAS the names of aforesaid owners i.e. Shri Ashok Manikrao Parad and Sou. Alka Ashok Parad came to be mutated in the records of Nagpur Municipal Corporation and the same is duly intimated by the said Office vide Mutation Intimation dated 22.08.2007; AND

WHEREAS the names of Shri Ashok Manikrao Parad and Sou. Alka Ashok Parad is also mutated in the records of City Survey vide Mutation Entry No. 5896, dated 20.10.2007 and subsequently their names are also mutated in the records of Nagpur Improvement Trust and the Nagpur Improvement Trust issued a Mutation Letter dated 05.03.2008 to that effect; AND

WHEREAS lateron said joint owners i.e. Shri Ashok Manikrao Parad and Sou. Alka Ashok Parad decided to construct a house on the said Plot No. 14 and thereby prepared a plan thereof and the same is duly sanctioned by the Nagpur Improvement Trust, Nagpur vide Permit No. BE(w)572/105/37/2726, dated 27.01.2009 in Case No. 200305232193, however said owners i.e. Shri Ashok Manikrao Parad and Sou. Alka Ashok Parad have not constructed any house on the said Plot No. 14; AND



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(\$5) All the expenses towards, Stamp Duty, Registration Fees, Documentation Charges, 2020 Advocate's Fees, and incidental charges, etc. shall be borne by the PURCHASERS.

"SCHEDULE OF PROPERTY"

All That piece and parcel of land admeasuring 139.354 Sq. Mtrs. identified as Plot No. 14, bearing Corporation House No. 4182/C/14, from and in the layout of Aazad Hind Nagar Gruh Nirman Sahakari Sanstha, Nagpur, (Reg. No. N.G.P./H.S.G./188, dated 12.03.1965) carved in the land comprising Khasra No. 65 of Mouza — Bhamti, P.S.K. 44, having City Survey No. 48, Sheet No. 20, within the limits of Nagpur Municipal Corporation Ward No. 75 and Nagpur Improvement Trust, Nagpur, and the said plot is bounded as under:

On the East - Plot Nos. 23 & 24

On the West - 9.00 Mtrs. Wide Road

On the North - Plot No. 13

On the South - Plot No. 15

IN WITNESS WHEREOF, the parties above named have after reading and understanding the terms and conditions as enumerated above and admitting them to the true and correct and binding on them and any one claiming through or under them have signed this Agreement of teansfer and Sale, in the presence of witnesses signing below on this the 01st day of December, 2020