

SALE DEED

Valued at Rs. 1,28,00,000/-

(RUPEES ONE CRORE TWENTY-EIGHT LAKHS ONLY)

Market Value as per A.S.R. Rs. 78,77,442/-

Mouza: Somalwada, City Survey No. 574, Sheet No. 704, R.R. Item No. 20.329/704, Rate Rs. 29,740/- per Sqr. Mt.

THIS SALE DEED is made and executed at Nagpur on this 8th day of December, 2023.

BETWEEN

SHRI PRAKASH S/o PRABHAKAR SHROUTI (PAN: ABWPS7494R), (Aadhar Card No. 3433 2747 6208) aged about 64 years, Occupation: Retired, Resident of Flat No. A 1303, Veena Serenity, Shell Colony, Sahakar Road No. 3, Near Samaj Mandir Hall, Chembur East, Mumbai - 400071 hereinafter called as the **VENDOR or PARTY NO. 1** (which expression unless repugnant to the context or meaning thereof shall always mean and include the said Vendor as well as his heirs, legal representatives, successors, executors, administrators and assigns etc.) the party of the FIRST PART,

AND

M/s. APEX BUILDCON (PAN: ABTFA1119L), a Partnership Firm, having its registered office at Dinkar Apartments, Onkar Nagar Road, Near Chakrapani Vidhyalaya, New Central Railway Colony, Nagpur - 440027 acting through its **Authorized Partners (1) SHRI BHUSHAN S/o YOGESH SAKHARE** (Aadhar Card No. 9575 0403 4847), aged about 44 years, Occupation: Business, Resident of Flat No. 302, Shree Complex, Opposite N.I.T. Garden, Vaishali Nagar, Nagpur - 440017 and **(2) SHRI SHASHIKANT S/o GENDRAOJI NAWANGE** (Aadhar Card No. 9391 9470 0650) aged about 44 years, Occupation: Business, Resident of House No. 568/A/B, Om Shri Sai Society, Bhartiya Nagar, Zingabal Takli Juni Wasti, Nagpur - 440030 hereinafter called as the **PURCHASERS or PARTY NO. 2** (which expression unless repugnant to the context or meaning thereof shall mean and include the said Purchasers/Partnership Firm as well as its Partners, their respective heirs, legal representatives, successors, executors, administrators and assigns etc.) the party of the SECOND PART.

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WHEREAS, the Vendor is owner and in possession of ALL THAT Piece and Parcel of land bearing Plot Nos. 243 and 244 admeasuring 264.877 Sqr. Mtrs. in the layout of Shri Bhartiya Gruh Samasya Nirwan Sanstha, Nagpur, being a part and portion of the entire land bearing Khasra Nos. 100/2 and 103/2, P.H. No. 44, Mouza: Somalwada, City Survey No. 574, Sheet No. 704, bearing Nagpur Municipal Corporation House No. 3536/243+244, Ward No. 15, situated at Somalwada, Nagpur within the limits of Nagpur Municipal Corporation, in Tahsil & District: Nagpur (hereinafter shortly termed as "the said property"),

AND WHEREAS, the Vendor has purchased the abovesaid Plot Nos. 243 and 244 admeasuring 3000 Sqr. Fts. from Shri Bhartiya Gruh Samasya Nirwan Sanstha, Nagpur vide Sale Deed dated 18-11-1982 registered at Sr. No. 8947 (P) in Additional Book No. 1, Volume No. 506 on Pages 62 & 63 on 23-11-1982 with Joint Sub Registrar Nagpur No. III,

AND WHEREAS, the Building Engineer (West), Nagpur Improvement Trust, Nagpur regularized the abovesaid Plot Nos. 243 and 244 vide Regularization Permit No. BE(W)/572/382/70/6087 Dated 31-05-2004 as per the powers conferred on them as per Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 and as per Regularization Permit the regularized area of Plots is 264.877 Sqr. Mtrs.,

AND WHEREAS, the Court of Additional Tahsildar, Non-Agriculture Assessment, Nagpur No. 5 has assessed the Non-Agriculture Tax for abovesaid Plot Nos. 243 and 244 vide his Order No. Ra. Ma. Kra. 13339/N.A.P. 34/2002-03,

AND WHEREAS, the name of Vendor is mutated in City Survey and Nagpur Municipal Corporation Records,

AND WHEREAS, the Vendor desire to sell and the Purchasers agree to purchase the said property for a consideration of Rs. 1,28,00,000/- (Rupees One Crore Twenty-Eight Lakhs Only) and the Purchasers have made the entire payment of consideration to the Vendor as detailed hereunder and now the parties desire to register the Sale Deed,

NOW THEREFORE THIS SALE DEED WITNESSES as follows:

1. That, in consideration of Rs. 1,28,00,000/- (Rupees One Crore Twenty-Eight Lakhs Only) paid by the Purchasers to the Vendor, the receipt of which is acknowledged herewith by the Vendor, the Vendor hereby declare that he has conveyed, transferred and assigned all his rights, title and interest in the said property, unto the Purchasers more specifically and elaborately described in the Schedule of Property hereunder AND TO HOLD THE SAME UNTO THE PURCHASERS as the absolute and rightful owners thereof forever free from encumbrances of all kinds whatsoever and the Purchasers shall be entitled to undisturbed and quiet possession and peaceful enjoyment of the said property without any hindrance.



2. That, the consideration of Rs. 1,28,00,000/- (Rupees One Crore Twenty-Eight Lakhs Only) has been paid by the Purchasers to the Vendor as under:

Rs. 5,00,000/- (Rupees Five Lakhs Only) Paid by NEFT on 30-11-2023, Ref. No. 75506332B.

Rs. 1,21,72,000/- (Rupees One Crore Twenty-One Lakhs Seventy-Two Thousand Only) Paid by RTGS on 08-12-2023 bearing UTR No. UTI BR 52023120800353950.

Rs. 1,28,000/- (Rupees One Lakh Twenty-Eight Thousand Only) deducted by the Purchasers from the Sale Consideration payable towards Tax Deducted at Source (TDS) @ 1.00 %.

Rs. 1,28,00,000/- TOTAL (Rupees One Crore Twenty-Eight Lakhs Only).

The Vendor hereby acknowledge the receipt of entire consideration as mentioned above from the Purchasers.

3. That, the Vendor hereby declare that he has valid and marketable title to the property. The Vendor also declare that the property is free from all encumbrances, charges, leases etc. and he has not done any act whereby the said property or the right, title and interest therein may in any manner be charged within the payment of any money, charges, taxes, cesses etc. In case of any claim made by anybody adversely affecting the title of the Purchasers the Vendor agree to indemnify the Purchaser for any loss that may be caused due to defect in his title.

4. That, the Vendor herein state and assures that the property sold is exclusively owned by him and none except him has any rights and interests of any kind on the said property and the property is free from encumbrances of all kind. The Vendor has made it clear that he has not created any sort of charge, lien, hypothecation or pledge on the property any time nor any dispute or litigation or suit is pending before any judicial or quasi judicial authority, neither he has committed any act prohibiting the sale of the said property nor he entered into lease, tenancy, gift etc. agreement of the said property before this sell and he has got perfectly good and marketable title.

5. That, in case the Purchasers are deprived of the whole or any part of the property hereby sold by reason of any defect found in the title of the Vendor or any encumbrance or charge on the same is discovered to which this sale is not subject, the Vendor shall pay to the Purchasers by way of damages, the whole amount of the sale price or such part of it, as proportionate to the effected portion of the said Plot, as the case may be.

6. That, the property hereby sold shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the Purchasers without any interruption or disturbance by the vendor or any person claiming through, under

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or in trust of him without any lawful disturbance or interruption by any other person whatsoever.

7. That, the Vendor will at the cost of the person requiring the same, execute and do every such assurance or thing necessary for further and more perfectly assuring the said property to the Purchasers and their successors in title as may reasonably be required.

8. That, the property hereby sold is believed and shall be taken to be correctly described in the Schedule hereunder written and if any mis-statement, error or omission is discovered the same shall not annul this Sale nor shall any compensation be allowed in respect thereof to the Purchasers but all such mis-statement, error or omission will always be subject to correction by the parties hereto.

9. That, the Vendor has delivered the Original Sale Deed and other relevant documents of the said property to the Purchasers at the time of execution of Sale Deed.

10. That, the Vendor has delivered the possession of the property to the Purchasers physically in vacant condition on execution of this Deed.

11. That, the Vendor will support mutation applications made by the Purchasers in respect of the Property sold herewith to the authorities such as Nagpur Municipal Corporation, City Survey and any other Statutory Authorities.

12. That, the Purchasers are required to pay the Municipal Taxes, N.A. Tax and other Taxes which would be required to pay to the State Government or Statutory Body on the property from the date of Sale Deed.

13. That, all expenses for preparation of Sale Deed, Stamp Duty, Registration Fees and Professional Fees have borne & paid by the Purchasers.

SCHEDULE OF PROPERTY

ALL THAT Piece and Parcel of land bearing **Plot Nos. 243 and 244** admeasuring **264.877 Sqr. Mtrs.** in the layout of **Shri Bhartiya Gruh Samasya Nirwan Sanstha, Nagpur**, being a part and portion of the entire land bearing **Khasra Nos. 100/2 and 103/2**, P.H. No. 44, **Mouza: Somalwada, City Survey No. 574, Sheet No. 704**, bearing Nagpur Municipal Corporation **House No. 3536/243+244, Ward No. 15**, situated at **Somalwada, Nagpur** within the limits of Nagpur Municipal Corporation, in **Tahsil & District: Nagpur** and bounded as under:

TOWARDS EAST : 9.00 Meter Wide Road
TOWARDS WEST : Plot No. 223 and 224
TOWARDS NORTH : Plot No. 245
TOWARDS SOUTH : Plot No. 242

