



12034. 1/11/91.

Shri Ramrao G. Talwade, Nagpur.

श्री रामराव तालवाडे  
नागपुर

*(Signature)*

7850  
14  
7977-

*(Signature)*

*(Signature)*

SALE DEED  
VALUED AT RS. 31,980/-

श्री रामराव तालवाडे  
नागपुर  
रुपय तीस हजार नव सौ रुपये केवल (सौ रुपये केवल)

( That according to Valuation Rate the stamp duty and registration fees are paid on an amount of Rs.1,48,500/- RUPEES ONE LAK FORTY EIGHT THOUSAND FIVE HUNDRED ONLY.)

( Within the Jurisdiction of Joint sub Registrar, Nagpur. )

THIS DEED OF SALE is void and executed at NAGPUR on this 1st day of November, 1991.

∴ BETWEEN :

con -..2/-



18035 ... 1/11/91.  
Shri Ramrao. G. Taiwade, Nagpur.

..2..

M/s. SHRI PRAKASH SAHAKARI GRUHA NIRMAN SANSTHA  
(ARYAJIT) NAGPUR a society duly registered under the  
Maharashtra Co-operative societies Act-1960, bearing  
Registration No. N.G.P./HSG/738 of 1971, and having it's  
registered office at SAHAKAR NAGAR KHAMLA ROAD,  
NAGPUR-25, acting through it's ADMINISTRATOR as well  
as representative of the members of society's of  
Sonalwada Layout No. III,



SHRI PARTAB S/O. RAMCHANDRA SAHNE, aged about, 62 yrs.  
Occupation, Administrator, R/o. Dhantoli, Nagpur.  
( Hereinafter called as the "VENDOR SOCIETY" )  
which expression shall unless repugnant to the context  
or meaning thereof, always mean and include the said  
"VENDOR SOCIETY" as well as its successors,  
administrators, liquidators, executors, and assigns  
of the ONE PART.

contd..3./-





18036.

11/1/91.

Shri Ramrao G. Taiwade, Nagpur.

...3..

A M D

SHRI RAMRAO S/O. GANPATRAO TAIWADE.

Aged about, 45 years, Occupation, service. R/o. J-37, Narendra Nagar, Nagpur. ( Hereinafter called as the "PURCHASER" ) which expression shall unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER as well as his respective heirs, legal representatives, executors, administrators, successors and assigns of the OTHER PART.

WHEREAS M/s. SHRI PRAKASH SAHAKARI GRUHA NIRMALAN SANATHA (MAYADIT) JAGPUR has been established for among other objects, to buy or to acquire land by purchase, mortgage, lease, exchange, gift or otherwise to lay out land to suit the requirements of members, to build or cause to be built residential houses, or other buildings for the convenience of members and to hold, sell, mortgage, lease out on hire or hire purchase system or otherwise dispose of land, house, sited, building etc.

contd.. 1. /-



18037. 11/11/91.  
Shri. Ramesh G. Taiwade, Nagpur.

..4..

AND WHEREAS the PURCHASER is a member of the said VENDOR SOCIETY.

AND WHEREAS the VENDOR society is the exclusive and absolute owner and in possession of ALL THAT Piece and parcel of land bearing Sth. No. 152/2, having an area 2.00 Acres (0.81 Hectore) situated at Mruza: Sonalwada, P.M. No. 44, Ward No. 75, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Nagpur. Tahsil and District Nagpur, having purchased the same by the said society from OWN YOUR HOUSE CO-OPERATIVE HOUSING SOCIETY LTD. NAGPUR Through it's secretary/President, vide a Registered Sale Deed dated 17/10/1980, which is duly registered in the office of the Joint Sub Registrar Nagpur in Book No. 1, at serial No. 2363(P) on even date.



AND WHEREAS later on the said land is also converted for Non Agricultural use (Residential Use) by an Order dated 18/9/1972, Passed by the Sub Divisional Officer, Nagpur in Rev. Use No. 86/A-2/1971-72.

cont. .5./-





18005:

31/10/91.

Shri Ramrao G. Taiwade, Nagpur.

..5..

AND WHEREAS the Layout plan of the said society is also duly sanctioned by the Nagpur Improvement Trust Nagpur vice an agreement of Development Dated 2/4/1983, made between the VENDOR SOCIETY and the Nagpur Improvement Trust, Nagpur and sanctioned Order No. UE/III/7154, Dated 18/5/1985.

AND WHEREAS the said entire land subsequently developed by carrying out various residential plots, for building purposes in accordance with the plans, specifications regulations of the Nagpur Improvement Trust and also development rules.

AND WHEREAS the vendor society has also carried out the development works in the said layout in accordance with the provisions contained in the said Agreement of Development dated 2/4/1983.

contd., 5/-



18006. 31/10/91.  
Shri Ramdeo G. Taiwade, Nagpur.

..6..

AND WHEREAS the purchaser has read all the conditions, undertakings, covenants contained in the said agreement of the society dated 2/4/1983, with the Nagpur Improvement Trust, Nagpur and the purchaser having approved of all the conditions, undertakings, covenants embodied in the said agreement and has agreed to hold himself liable and bound to the society to observe, carry out and comply with the said terms and conditions in the said agreement with the Nagpur Improvement Trust.

AND WHEREAS the PURCHASER having offered to purchase a Plot in the said layout, the Managing Committee of the vendor society has allotted a Plot No. 13, (Thirteen) and more particularly described in the schedule hereunder written and delineated in RED COLOUR on the map enclosed alongwith this sale deed, to the PURCHASER in pursuance whereof the vendor society has agreed to sell the same to the purchaser on the following terms and conditions.



cont..7./-





18007. 31/10/91.  
 Shri Ramrao G. Taiwade, Nagpur.  
 ..7..

NOW THEREFORE THIS DEED OF SALE ATTENDED AS FOLLOWS :

1. That in pursuance of the said Agreement and in consideration of a total sum of Rs. 31,980/- (Rupees Thirty One thousand Nine hundred Eighty only) Already paid by the PURCHASER to the VENDOR SOCIETY from time to time till date, the receipt whereof the VENDOR SOCIETY does hereby acknowledge, the vendor society as the absolute owner thereof does hereby grant, convey and assign and transfer by way of sale to the PURCHASER ALL THAT Piece and parcel of land bearing Plot No. 13 (Thirteen) containing by admeasuring 198 sq. Mtrs. (2132 sq. feet) in the said Layout being a part or portion of the entire land bearing Kh. No. 152/2, of Mouza : Somalwada, P.H. No. 44, Ward No. 75, situated within the limits of Nagpur Improvement Trust in Nagpur Municipal Corporation Nagpur Tehsil and District Nagpur, and more particularly described in the schedule hereunder written TO HOLD THE SAME TO AND UNTO THE PURCHASER as absolute owner thereof, forever and free from all encumbrances whatsoever and also free from payment of Land Revenue, Non agricultural assessment, Corporation taxes, cesses and all other outgoings etc. levied thereon and payable upto date.

2. THAT the VENDOR SOCIETY does hereby covenant with the PURCHASER as follows :-

- i) THAT the vendor society does hereby declare and assure to the purchaser that it has good, valid and marketable title to the property hereby sold, and that it has absolute right, and full authority to sell the same to the purchaser absolutely and forever.
- ii) 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 purchaser without any interruption or disturbance by the vendor or any person claiming through, under or in trust for it or without any lawful disturbance or interruption by any other person whatsoever.
- iii) THAT the vendor society has done no act whereby the property hereby sold is encumbered in any way or whereby it is debarred from transferring the same by way of sale to the PURCHASER.
- iv) THAT the vendor society has paid upto this date, all dues with respect to land revenue, Non Agricultural Assessment, corporation taxes and cesses etc. levied on the property hereby sold and in the event if any arrears are found to be paid by the vendor society undertake to pay the same to the PURCHASER.
- v) THAT the vendor society has this day delivered the actual physical possession of the said Plot to the PURCHASER in vacant condition.
- vi) THAT the vendor society shall support any applications made by the purchaser for mutation of name on the property hereby sold and shall render necessary assistance to the purchaser for obtaining the mutation thereof in favour of the purchaser in all relevant records.



vii) THAT the vendor society will upon a every reasonable request of the purchaser and at the cost of the person making the request execute and do all acts that may be required to do for further and more perfectly assuring the said property to the purchaser.

viii) 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 shall be discovered the same shall not annul this sale, nor shall any compensation be allowed in respect thereof but all the same such mis-statement, error or omission will always be subject to corrections by the parties hereto.

ix) THAT the vendor society is exempted from the provisions of the Urban Land ( Ceiling and Regulation ) Act, 1976, and therefore a notice under section 26 of the said Act, is not required to be given to the Deputy collector, and competent authority U.I.C. Nagpur.

3. THAT the PURCHASER does hereby covenant with the VENDOR SOCIETY as follows :-

i) THAT the purchaser has accepted the title of the vendor society to the said property as good, valid and marketable.

ii) THAT the purchaser shall at all times, hereafter duly perform and observe the covenants and undertakings by the vendor society under an agreement of Development dated 2/4/1983, made with the Nagpur Improvement Trust, Nagpur and the restrictive covenants, terms and conditions of the said Agreement in relation to the property hereby sold and will at all times keep the vendor society indemnified against all suits, proceedings, costs, charges, claims and demands arising due to breach of the said covenants and restrictive provisions of any of them and against any forfeiture by default of the purchaser.



iii) THAT the purchaser shall at all times hereafter pay to the vendor society or any person named by the vendor society proportionate amount of increase in the cost of development and/or betterment contributions if levied by the Nagpur Improvement Trust, Nagpur hereafter. All Charges on account of Land Revenue, Non Agricultural assessment, Corporation taxes, cesses and all costs of maintenance of Roads, Drains, Public places, sewer, sewerlines and all expenses whatsoever incurred or to be incurred by the vendor society and demanded by it according to the Books of the vendor society shall be charge on the property hereby sold.

iv) That the purchaser has noticed of and has read understood and ratified the following documents

a) The agreement dated 2/4/1983, regarding the DEVELOPMENT of land in Kh. No. 152/2, of Mouza : Somalwada, between the said society on behalf of its members and the NAGPUR IMPROVEMENT TRUST NAGPUR.

b) The sanction of the sub Divisional officer, Nagpur dated ~~18/9/1972~~ 18/9/1972, for the use of the land in Kh. No. 152/2, of Mouza : Somalwada, for Non Agricultural purposes AND while so ratifying the said agreement, undertake the responsibility whatever for fulfilling the said agreement and liability for payment of whatever amounts are demanded by the SOCIETY for fulfilment of the agreement, sanction and for development of the Layout in accordance with the prax agreement and sanction.

v) THAT the purchaser has read the bye-laws of the vendor society and the purchaser agrees to abide by the same and also by the Resolutions passed by the Managing Committee and/or General Body in its meeting from time to time.

vi) THAT the PURCHASER shall not transfer by way of SALE or otherwise the said plot with or without a house thereon without the previous written permission of the vendor society.





vii) THAT every new transferee of the property in Plot or Plot with house thereon shall have no become a member of this vendor society and shall abide by all the times Rules and regulations of this vendor society as may be amended from time to time.

viii) THAT the purchaser shall use the said plot for Residential purpose only.

ix) THAT all expenses on account of preparation of this sale Deed, including the cost of stamp duty and registration fees payable thereon have been borne and paid by the purchaser member.

∴ SCHEDULE REFERRED TO ABOVE ∴ ∴

ALL THAT Piece and Parcel of Land bearing

Plot No. 13 ( Thirteen) situated in the sanctioned

Layout of M/s. SHRI PRAKASH SAHAKARI GRUHA NIRMAN

SAMSTHA (MAYADIT) NAGPUR being a part or portion

of the entire land bearing Kh. No. 152/2, of

Mouza : Somalwada, P.H. No. 44, Ward No. 75,

within the limits of Nagpur Improvement Trust

and Nagpur Municipal Corporation Nagpur. Tahsil

and District Nagpur. The said plot containing

BY admeasuring Length : 13 Mtrs. & Breadth : 11 Mtrs.

Equal to 198 sq. Mtrs. (2132 sq. feet) or

thereabouts, more particularly described in the

Layout plan annexed hereto and delineated in

RED COLOUR.

contd..12./-

The said Plot No. 13, is bounded as follows :-

On the East : 9 Mtrs. Road

On the West : Plot No. 8.

On the North : Plot No. 14

On the south : Public Utility place.

The above entire property bears a Chalti No. 1, sheet No. 709, and City survey No. 604, of Mouza : Bomalwada.

IN WITNESSES WHEREOF the VENDOR SOCIETY represented herein by its Administrator and the PURCHASER MEMBER have hereto set their respective hands and signed this DEED OF SALE at Nagpur in the presence of the attesting witnesses signing as such on the day and year first above written.

WITNESSES :

- 1 *[Signature]*  
P. W. Tipaldy
- 2 *[Signature]*  
P. T. Dharamsingkar

*[Signature]*  
 Administrator  
 Shriprakash Sabkar,  
 6/10, Nandlal Vastur  
 Ind. Nagar K. No. 738  
 ADMINISTRATOR

*[Signature]*  
 ( Shri Ramesh G. Talwade )  
 "PURCHASER"