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पुरवस निर्देशका,
बुरवस निर्वेशक,

SALE DEED OF LANDED PROPERTY FOR Rs. 6,00,000/-

THIS DEED OF SALE OF LANDED PROPERTY is made at Nagpur on this 22 nd. day of March. 1993 between Shri. ARVIND son of GANGADHAR WANNERE, aged about 62 years, Occupation Retired Air Force Officer (Group Captain) resident of Plot No.22, Friends Co- op. Housing Society Layout No.4, Deendayal Nagar, Nagpur 440 022, hereinafter called the VENDOR, which expression shall, unless repugnant to the context or the meaning thereof, always include him as well as his heirs, executors, administrators, legal representatives and assignes, etc. of the FIRST PART;

AND

Shri. SHRIPAD son of GAJANAN SAHASRABHOJANEE, aged about 68 years,

occupation, Retired Additional Chief Director Of Information and Public Relations, Govt. Of Maharashtra, resident of A/18, Kamal Pushpa Co-op. Housing Society, Bandra Reclamation, Bandra West, Bombay 400 050, presently at Nagpur, hereinafter called the VENDEE/PURCHASER, which expression shall, unless repugnant to the context or the meaning thereof, always include him as well as his heirs, executors, administrators and assigne etc. of the SECOND PART;

WHEREAS the VENDOR is the exclusive and absolute owner and in possession of the property of a single storied house along with Plot No.22 of the 4th layout of the Friends Co-op. Housing Socie ty Ltd. Nagpur on Khasara No.130/1,3,4,5 of Mouza Parsodi(Bhamti) Tahsil & Dist. Nagpur, known as Deendayal Nagar, Nagpur 440 022, more particularly described in the schedule annexed hereto;

AND WHEREAS the above mentioned plot of land forms a part of the entire field of 13.45 acres bearing survey No. 130/1,3,4,5 of Mouza Parsodi(Bhamti), P.H. No. 44 in Tahsil & Dist. Nagpur purchased by the Friends Co-op. Housing Society Ltd. registration No. NGP/HSG/123 from Smt. Suryavati Naidu & others vide eight seperate sale deeds;

AND WHEREAS the said land was diverted for non-agricultural (Residential) uses by the S.D.O. Nagpur vide revenue case No. 16/NAP/34/75-76 on 28/1/76;

AND WHEREAS the said field has been fully developed by the N.I.T. into a layout of residential plots as per their agreement dated 27/5/77 with the said society;

AND WHEREAS the said society has sold the plot bearing No.22 in the said layout to one Shri. Gajanan Kashinath Apte vide a deed registered by the Jt. Sub-registrar Nagpur III at pages 65-68 of vol.No. 588 of additional book No. I at sr.No. 5928(P) on 13/7/83;

AND WHEREAS the said Shri, G. K. Apte has sold the said plot to Shri. Vinaykumar Kunjbiharilal Mohabey vide a deed registered by the Jt. Sub-registrar Nagpur City I at sr.No. 34 of additional book No. I on 3/1/85;

AND WHEREAS the said Shri, V.K. Mohabey has sold the said plot to Shri. Arvind Gangadhar Wannere, the VENDOR above, vide sale deed dated 7th Feb. 1985 and registered in the office of the Sub-registrar Nagpur vide sr.No. 1088 additional book No. I, Vol.No. 746 at pages 129-132 on 9/4/85;

AND WHEREAS the vendor has got constructed a residential building of approx. 1000.00 sq.ft. as per plans sanctioned by N.I.T. vide building permit No. CS/260/15672 dated 19/6/85:

AND WHEREAS the VENDOR has agreed to sell his entire property on said plot No.22 to the PURCHASER and the PURCHASER has also agreed to purchase the said property for a total consideration of Rs. 6,00,000/- (Rs. Six Lacs only),

And upon entrering into agreement for this purpose on 1/12/1992, the PURCHASER has paid to VENDOR Rs. 20,000/- (Rs. Twenty Thousand only) vide cheque No. 036869 drawn on Bank Of Maharashtra Shankar Nagar Nagpur, and Rs. 70,000/- (Rs. Seventy Thousand only) by cash on 16/3/93, the receipt of which the VENDOR hereby acknowledgs;

AND WHEREAS the VENDOR had agreed to receive the balance of consideration

of Rs. 5,10,000/- of the sale price at the time of executing this Sale Deed which has been so paid, so received and therefore acknowledged; vide. Bay Order No. 227/93 bt. 22-03.93 of Bank of Maharashtra. Shankar Nagar Nagput.

NOW THIS DEED OF SALE OF LANDED PROPERTY WITNESSTH AS UNDER:

- THAT in consideration of the sale price of Rs. 6,00,000/- (Rs. Six Lacs Only) paid
 by the PURCHASER to the VENDOR in the manner mentioned above, the
 VENDOR doth hereby sell, convey, transfer, assign unto and to the use of the
 PURCHASER all that property on the said plot No.22, more particularly described
 in schedule attached hereto, with all rights, title, previleges and interest of the
 VENDOR upon the said premises unto the PURCHASER from today;
- THAT the VENDOR hereby declares that the property sold under this deed is Bhoomi-Swami right and is absolutely free from any or all encumberances;
- 3. THAT the VENDOR hereby declares that the VENDOR has a perfect right and title to convey the above property and the VENDOR hereby declares that he has obtained the requisite No Objection Certificate from the Friends Co-op. Housing Society Ltd. Nagpur for the effectual transfer of the above said property to the PURCHASER after paying to the said society the requisite amount of additional consideration by way of premium for the transfer of the said property; of which he is an experience.
- 4. THAT the VENDOR hereby declares that all the taxes, cesses, rates dues, electricity bills, water bills etc. have been paid upto date and in case any taxes found due or recoverable till today shall be borne by the VENDOR;
- 5. THAT the VENDOR has delivered possession of the said property at the said plot No.22 to the PURCHASER in vacant condition and the PURCHASER shall peacefully use and enjoy the property on their own from today onwards;
- 6. THAT the VENDOR hereby covenants that in case the PURCHASER is deprived of the whole or any part of the property hereby transferred, conveyed and sold, by reason of any defect of title of the VENDOR or on account of encumberances, charges or rates, the sale shall not be subject to illegalities and the VENDOR shall pay and make good the loss by way of damages in case it is suffered by the PURCHASER;
- 7. THAT the VENDOR hereby covenants that at the costs of the PURCHASER the VENDOR shall execute additional and such further documents as may be required to convey the property absolutely in true intent of the sale deed and to do all other things necessary for full enjoyment and beneficial use of the property and shall assist the PURCHASER in getting the same recorded in his name with the Municipal Corporation or Revenue Records whatever necessary;
- THAT the PURCHASER has agreed to become a member of the Friends Co-op.
 Housing Society Ltd. and has applied for membership to the said society and has also paid the requisite fees to the society;
- 9. THAT the PURCHASER hereby agrees that he shall observe all the rules and bye-laws of the said society of which he is now a member and shall not disregard any directions given by the society and that the stipulation and conditions in the sale deed



at the time of original sale of the plot No.22 to Shri, G.K. Apte by the said society vide document No. 5928(P) dated 13/7/83 shall be observed and performed by the new PURCHASER Shri, S.G. SAHASRABHOJANEE;

 THAT the stamp duty and registration expenses and other incidental expenses for this deed have been borne entirely by the PURCHASER;

 THAT the VENDOR has procuced necessary Income Tax clearance Certificate under section 230A(1) of the said act before this sale deed;

SCHEDULE OF THE PROPERTY

All that piece and parcel of land bearing plot No.22 in the 4th layout of the Friends Co-op. Housing Society Ltd. being a part and parcel of the entire land of 13.45 acres on khasara No. 130/1,3,4,5 in Mouza Parsodi(Bhamti) Tahsil & Dist. Nagpur, of freehold or Malik muqbooza rights, and admeasuring in Breadth (12.00 + 18.00) /2 and by Length NS 18.00 mts. having an area of 273.60 sq.mts. less 7,70 sq.mts. due to tangent curvature i.e. a nett area of 265.90 sq.mts. and bounded on the

East by: Plot No 21 in the same layout West by: Internal 9.0 mt. wide road North by: Plot No. 15 in the same layout South by: Internal 9.0mt. wide road

and together with the single storeyed residential building standing there upon of approx. 90.00 sq.mts. area and bearing Nagpur Municipal Corporation House No. 2277/22 of ward No. 74, City Survey No. 949, Chalta No. 3 of sheet No. 261/37 Parsodi, Patwari Halka No. 44;

IN WITNESS WHEREOF THE PARTIES TO THIS DEED OF SALE OF LANDED PROPERTY HAVE SCRIBED THEIR SIGNATURES BEFORE WITNESSES SIGNING AS SUCH ON THE DATE MONTH AND YEAR FIRST ABOVE WRIT:

WITNESSES

STATE AT

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VENDOR

Wayner

MEMBER OF FRIENDS COOP H. So.

PURCHASER/VENDEE

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क्यां प्राप्त को वर्ग है। क्यां सायही

बस्तापुरात गाहत देशहार

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्रुध्यमं निर्मधकः, साक्ष्मूर,

भारत नंबराचे कुकरचे भारत व्हालुमाचे २७७ हे २५० वृद्धाचे कि-१४५ वंबरी बोदना

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Sale Deed for Rs. 48000/-

('Rs. Forty Five Thousand only)

This Deed of Sale is made on this Seventhalay of February 1985 between Shri Vinay-Kumar Kunjbiharilal Mohabey aged 35 years Occ, Service Resident of 272 Laxmi Nagar, Nagpur. Tah. and Disti Nagpur, hereinafter called the Vendor which expression shall, unless repugnant to the context or meaning thereof mean and include the said Shri Vinaykumar Kunjbiharilal Mohabey as well as his heirs, legal representatives, administrators and assigns etc. of the FIRST PART.

AND

भारिक व्याप्ता विस्पू स्थानी व्याप्ता विस्पू

Wing Commander Arvind Gangadhar Wannere aged 54 years Occ. Service Resident of 91/1 Vayusena Nagar, Nagpur, Tah, and Distt. Nagpur, hereinafter called the purchaser, which term or expression shall, unless repugnant to context or meaning thereof mean and include the said purchaser as well as his heirs, legal representatives, executors, administrators, and assigns of the OTHER PART

Whereas the Vendor is the exclusive and absolute owner in possession of all that piece and parcel of land bearing Plot No. 22 of the layout of the Friends Co-op. Housing Society Ltd. Nagpur being a part and parcel of Kh. Nos. 130/1, 3, 4, 5 in Mouza Parsodi (Bhamti) more particularly described in the schedule attached hereunder.

And Whereas the Vendor has purchased the said Plot from Shri Gajanan Kashinath Apte vide sale deed dt. 7th December, 1984 and registered in the office of the Sub Registrar, Nagpur vide No. 34 of 1985 on. 3rd January 1985.

And Whereas the Vendor has agreed to sell his said Plot No. 22 to the Purchaser and the Purchaser has also agreed to Purchase the said plot for a total consideration of Rs. 45,000 /- (Rs. Forty five Thousand) only.

And upon entering into the agreement the Purchaser has paid Rs. 12,000/- (Rs. Twelve thousand) only as earnest money to the vendor and the Vendor acknowledges the receipt thereof.

And whereas the Vendor has agreed to receive the balance of consideration of the sale price in the manner hereunder written.

And whereas from the date of the purchase the Vendor has not in any way encumbered the said property nor created any charge over the property. The said property is free from all encumbrances, lean etc.

Now therefore this deed of sale witnesseth as Under :

- That the agreed consideration of the sale price of Rs. 45,000/-(Rs. Forty five thousand) only has been paid and agreed to be paid by the purchaser to the Vendor in the manner appearing hereunder :
- Rs. 12,000/- (Rs. Twelve thousand) only paid by the purchaser to the Vendor by way of earnest money, the receipt whereof the Vendor hereby acknowledges to have been received.
- Rs. 33,000/- (Rs Thirty three thousand) only, being the balance of the sale price is agreed to be paid by the purchaser to the Vendor at the time of the registration of this sale deed in the presence of the Sub Registrar, Nagpur vide Bank
 Draft No. BIDD 512200gt 07 FEB 1985
 drawn on the Bank of Maharashtra, Shankar Nagar
 Total Rs. Forty five thousand only.

Rs. 45,000/- Total Rs. Forty five thousand only.

2. That in consideration of the Sale Price of Rs. 45,000/-(Forty five Thousand only) paid by the Purchaser to the Vendor in the manner mentioned above the Vendor does hereby assign, convey



and transfer to the Purchaser by way of sale, the said plot No. 22, more particularly described in the Schedule hereunder written to hold the same to and unto the Purchaser as absolute owner thereof for ever, free from all encumbrances, charges, and claims etc.

- 3. That the said property shall be quietly possessed, entered into and upon and held and enjoyed by the Purchaser without any interruption or disturbance by the Vendor or any person claiming through; under or in trust for him and without any lawful disturbance and interruption by any other person whosoever.
- 4. That the property hereby sold by the Vendor is Bhumiswami right and is free from all encumbrances. In case any such thing is found, the Vendor shall indemnify and shall make himself liable to reimburse the Purchaser.
- That the Vendor has delivered vacant possession of the said plot No. 22 to the Purchaser in vacant condition.
- That the Vendor shall support any application made by the Purchaser for mutation of names in Government and Semi-Government records.
- That the Purchaser hereby agrees to abide by the rules of the Nagpur Municipal Corporation and of the N. I. T. Nagpur.
- 8. That the Purchaser hereby agrees that he shall observe all rules and by laws of the society of which he is a member, and shall not disregard any directions given by the Friends Co-op. H. S. Ltd. Nagpur. That said Plot No. 22 which was originally sold by the said Society to Shri G. K. Apte vide Doct. No. 5928 (P) dt. 13-7-1983 with the stipulations and conditions shall be observed and performed by the now purchaser Wg. Cdr. A. G. Wannere.
- 9. That the property hereby sold shall be taken to be correctly described in the Schedule of Property hereunder written and if any misstatement, 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 shall always be subject to correction by the Vendor.
- That the Vendor has obtained the necessary N. O. C. from Society, and N. O. C. from N. I. T. Nagpur.
- 11. That the Vendor has submitted Notice u/s 26 of the U. L.C.
 Act to the Competent Authority vide Ack. No. ULC. NO. 77 1985
- 12. That all expenses on account of Stamp Duty and Registration fees payable in respect of this sale deed are agreed to be borne and paid by the purchaser.

SCHEDULE OF PROPERTY

All that piece or parcel of land bearing Plot No. 22 of the layout of the Friends Co-operative Housing Society Ltd. Nagpur being a part and parcel of the entire land bearing Kh. Nos. 130/1, 3, 4, 5 admeasuring 13.45 acres bearing Plot No. 22 area 265.90 Sq. Mtrs MM rights of Mouza Parsodi (Bhamti). P. H. No. 44 Breadth EW (12 + 18.40)/2 meter and length NS 18 meters having total area of 273.60 Sq. Meters less 7.70 Sq. Mtrs due to curvature (265.90 sq. mtrs) and bounded as under:

Towards East Plot No. 21 City Survey No. 949

Towards West Road Sheet 261/37

Towards North Plot No. 15 Chalta No 3

Towards South Road.

In witnesses whereof the Vendor has signed this Deed of Sale in presence of the witnesses signing as such on the day month and year first above written.

Witnesses

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Vendor.

V. K. Mohabey

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Purchaser J Wan

(A. G. Wannere) wg. cdr.

