



Utikaisha Real Estate

Additional Treasury Officer
NAGPUR

Reentered NO. 8486
79/4/02

13 DEC 1991

6888

[illegible]

SALE DEED FOR RS. 1.77,000/- ONLY

marked value as 149 075/-)

1906

सुन्दर निबन्ध
नागपुर...

कीर्ती नाथदा ४९००

THIS DEED OF SALE is made on this 19th day of December 1991 BETWEEN M/s. ANU CO-OPERATIVE HOUSING

December 1941 BETWEEN M/s. ANU CO-OPERATIVE HOUSING SOCIETY LTD., NAGPUR bearing Reg. No. NGP/HSG/1162 represented through its Chairman Shri Pratap Dayaram Dewani Aged 34 years, Occupation Service and Secretary Shri K. H. Chainani aged about 65 years, Occupation Business and acting through its duly constituted Attorney Shri Sunil Vishwasrao Joshi Aged 39 years. Occupation - Business, Resident of Laxminagar, Nagpur, Tahsil & District Nagpur, hereinafter called the VENDOR which expression shall unless repugnant to the context or meaning thereof, always mean and include the said Society, as well as its liquidators, administrators and assigns of the ONE PART.

Smt./Shri Madhu Roy w/o Anoop
Kumar Roy, aged 30 years
ccc service w/o Chitar
oli, Itwasi, Nagpur

Tahsil and District Nagpur, hereinafter, called the PURCHASER which expression shall unless repugnant to the context or meaning thereof always mean and include the said PURCHASER as well as her/his heirs, legal representatives, executors, administrators, successors and assigns of the SECOND PART.

AND

M/s. UTKARSHA REAL ESTATES PRIVATE LIMITED a Company duly incorporated under the Indian Companies Act 1956 having its Registered Office at 262-C, Laxminagar, Nagpur, and acting through its authorised Director Shri Sunil Vishwasrao Joshi, aged 39 years occ. Company Director R/o Laxminagar, Nagpur, Tahsil and District Nagpur, hereinafter called the CONFIRMING PARTY as well as its liquidators, administrators, and assigns of the THIRD PART.

WHETHER THE VENDOR Society is the exclusive and absolute owner of ALL THAT, piece and parcel of NAZUL Land containing by admeasurement 45640 sq.ft. bearing Khasara No.83/2, of Mouza Wadpakad, City Survey No.471, Chalta No.19 Sheet No.196, situate at Opposite Mangalwari Bazar, Sadar, Nagpur within the limits of Nagpur Municipal Corporation Ward.No.63 Nagpur in Tahsil and District Nagpur and more particularly described in the schedule hereunder written; AND

WHEREAS the said property was purchased by M/s. ANU CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR from the owners thereof namely Shri Bhagwati Kishore Shri Awadh Kishore Saran and Shri Dhruvakishore Saran in three parts by three separate Sale-Deeds (i) Dated 30.3.1982 which is registered at Sr.No.1910 on even date (ii) Dated 30.3.1985 which is registered at Sr.No. 1284 on 16.9.1085 and (iii) Dated 11.5.1987 which is registered at Sr.No.2224 (P) on even date; AND

WHEREAS the name of the Society on the said property has also been mutated in the records of the NAGPUR MUNICIPAL CORPORATION, NAGPUR and it bears Corporation House No. 151; AND

WHEREAS the lease of the said plot has also been renewed in the name of M/s. ANU CO-OPERATIVE HOUSING SOCIETY LTD., vide renewed lease deed dated 24.7.1990 to hold the same for the period commencing on 1st April 1978 and ending on 31st March 2008;AND

WHEREAS by a separate agreement dated the 24th September, 1987 made between the aforesaid Vendor society and the CONFIRMING PARTY hereinabove named, the VENDOR has agreed to sell the said entire land to the CONFIRMING PARTY for a total consideration of Rs. 56,00,000/- (Rs.Fifty six lacs Only) upon the terms and conditions mentioned therein; AND

WHEREAS pursuant to the said agreement the CONFIRMING PARTY has developed the said plot of land by constructing a multistoried building thereon consisting of various Shops, Godowns and Apartments in accordance with the plan sanctioned by the Building Engineer of the Nagpur Municipal Corporation vide his Building Permit No. 312/PMW/dtd. 9.1.89 and the said entire building is known and styled as "UTKARSHA NIRMAAN"; AND WHEREAS the Purchaser being one of the nominees of the CONFIRMING PARTY the VENDOR has at the request of the CONFIRMING PARTY agreed to sell to the PURCHASER the undivided 0.55 % share and interest in the said plot together with ALL THAT R.C.C. SUPERSTRUCTURE comprising Apartment No. C-304 on the Third Floor of the Building standing thereon known as "UTKARSHA-NIRMAAN" for a total consideration of Rs. 1,77,000/- (Rupees One lac seventy seven thousand only -) being the agreed sale price thereof on the following terms and conditions.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS :

THAT, in pursuance of the said Agreement and in consideration of a total sum of Rs. 1,77,000/- (Rs. One lac seventy seven thousand only -) paid by the PURCHASER to the VENDOR through the CONFIRMING PARTY and also to the CONFIRMING PARTY in the manner appearing hereinbelow, the receipt whereof the VENDOR and the CONFIRMING PARTY does hereby acknowledge, the VENDOR as the absolute and full Owner of the undivided share in the land and the CONFIRMING PARTY as the Owner of the Superstructure comprising Apartment No. C-304 on Third Floor of the said Building does hereby grant, convey, assign and transfer by way of sale to the PURCHASER ALL THAT undivided 0.55 % share and interest in all that peice and parcel of land bearing Khasra No. 83/2 of Mouza Wadpakad containing by admeasurment 45640 Sq.ft. bearing City Survey No. 471, Chalta No. 19, Sheet No. 196 TOGETHER with Apartment No. C-304 on Third Floor of a building standing thereon known as "UTKARSHA NIRMAAN" situate at opposite Mangalwari Bazar, Sadar, Nagpur within the limits of Nagpur Municipal Corporation, Ward No. 63 in Tahsil 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, free from encumbrances of all kinds whatsoever, and also free from payment of Nazul rent and cesses etc., payable in respect thereof up to date.

MANNER OF PAYMENT :

Rs. 30,800/- (Rs. thirty thousand eight hundred only)

paid by the PURCHASER to the VENDOR through the CONFIRMING PARTY from time to time till date being the cost of proportionate Undivided share in the said plot bearing Khasara No. 83/2 the receipt whereof is hereby acknowledged by the VENDOR.

Rs. 1,46,200/- (Rs. One lac forty six thousand two hundred)

paid by the PURCHASER to the CONFIRMING PARTY from time to time till date being the cost of construction of the Apartment chosen by her/him, the receipt whereof is also hereby acknowledged by the CONFIRMING PARTY.

Rs. 1,77,000/- (TOTAL Rs. One Lac seventy seven thousand only)



The VENDOR and the CONFIRMING PARTY does hereby covenants with the PURCHASER as under :-

That the undivided 0.55 % share and interest in the said plot of land together with Apartment No. C-304 on Third Floor hereby sold shall, subject to the terms and conditions appearing hereinbelow be quite entered into and upon and held and enjoyed and the rents and profits received there from by the Purchaser without any interruption or disturbance by the Vendor or any person claiming through, under or in trust for it and without any lawful disturbance or interruption by any other person whosoever.

- ii) The Vendor and the Confirming Party has done no act whereby the property hereby conveyed/sold is encumberred in any way or whereby it is debarred from transferring the same by way of sale/Assignment to the Purchaser.

- iii) The interest hereby transferred to the Purchaser subsists and the Vendor and the Confirming Party has absolute power to transfer it. The Vendor society further assures to the Purchaser that the property hereby sold absolutely belongs to it and that none except it has any manner of right, title or interest whatsoever in respect of the same.
- iv) The Vendor has paid up to this date all dues with respect to the Corporation Taxes, Nazul rent and cesses etc. levied on the property hereby sold and in the event, if it is discovered that there remain any arrears to be paid, the Vendor undertakes to pay the same to the Purchaser accruing payable only upto the date of this deed of sale/Assignment and or possession whichever is earlier.
- v) The Vendor/Confirming Party have this day/already delivered the actual physical possession of the property hereby sold, to the Purchaser through the Confirming Party and the Purchaser has accepted the same.
- vi) The Vendor will support any application made by the Purchaser for mutation of names on the property hereby sold and will, at the cost of the person requiring the same execute and do all that may be required to be done for obtaining the mutation thereof in favour of the Purchaser in all relevant records.
- vii) The Vendor will upon every reasonable request of the Purchaser and at the cost of the person making the request produce all or any of the documents for title relating to the said plot of land retained by it and furnish such true copies or extracts therefrom as the Purchaser may require and will in the mean time keep the said documents safe unless prevented from so doing by one or other inevitable accident.
- viii) That the property hereby sold is beleived and shall be taken to be correctly described in the schedule hereunder written and is subject to outgoing agreements, restrictions, and rights, of the individual owners/buyers of the remaining undivided share and interest in the said land affecting the same, and if any mis-statement, error or omission shall be discovered the same shall not annul the

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 correction by the parties hereto.

- ix) That the Vendor has obtained an income tax clearance certificate U/S 230(A) (i) of the Income Tax Act 1961 and produced the same alongwith this saledeed.
- x) That the property hereby transferred/assigned does not belong to the Nagpur Improvement Trust nor is the same under any acquisition in any of the notified schemes and therefore a No-Objection Certificate under Section 22-A of the Indian Registration Act, 1908 is not required to be obtained by the Vendor from the Nagpur Improvement Trust.
- xi) That since the Vendor is a duly Registered Co-operative Housing Society, it is exempt u/s 19 (vii) of the Urban Land (C & R) Act, 1976 and therefore a Declaration u/s 27 of the said Act is not required to be produced alongwith this Saledeed.

THE PURCHASER DOES HEREBY CONVENANT WITH THE VENDOR/CONFIRMING PARTY AS FOLLOWS :-

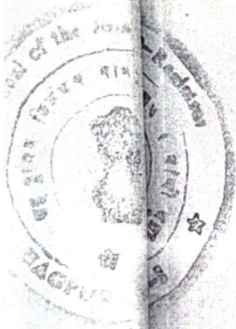
- i) The Purchaser shall hence forth always pay regularly her/his share of Nazul Rent, Corporation Taxes and other dues whatsoever assessed on her/his undivided share in land.
- ii) The terms and Conditions mentioned in the agreement of sale and agreement of building construction made between the Purchaser and the Confirming Party shall be binding upon the Purchaser notwithstanding whether the same are incorporated in this deed or not.
- iii) The Purchaser shall abstain from doing any act, deed or thing which would cause annoyance, inconvenience or obstruction to the other Purchasers of undivided share and interest in the said plot of land and other owners of Apartments/shops/godowns therein and shall always abide by the rules and zonal regulations of the Nagpur Municipal Corporation or the N.I.T. as the case may be.

- iv) That although the Purchaser will be the joint owner of the said land having undivided 0.55 % share and interest therein, it will be accessible to other apartment owners in the building thereon and the Purchaser shall not be entitled to the exclusive use or occupation of any portion of the said land expecting what is stated below.
- v) That the covered parking area on the Ground floor is meant for the exclusive use and occupation of those Apartment Owners to whom the same has been allotted.
- vi) That the parking and other common areas inside the complex is meant for the exclusive use of the Apartment Owners and the shop/godown owners in the said complex shall not use the same.

In the like manner the Owners of the Apartments on the top floor shall have exclusive rights to use the respective portion of the terraces appurtenant to her/his apartment. All these areas will be referred to as restricted/limited common areas in terms of provisions of Maharashtra Apartment Ownership Act, 1970.

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- vii) That the other common area and facilities shall always remain undivided and no partition and division of any part thereof will be carried out by the Purchaser severally or jointly with other apartment owners.
 - viii) That the Purchaser having paid provided and contributed the entire cost of construction of Apartment No. C-304 on the Third floor of the building standing on the said plot of land chosen by her/him, the Purchaser has become the absolute and exclusive owner thereof with heritable and transfereble rights therein.
 - ix) That the responsibility of carrying out the repairs and maintainance of the apartment/shop/godown chosen by the Purchaser shall wholly rest on her/him and the cost of repairs of common facilities and amenities provided therein shall be borne and paid proportionately by the Purchaser and the other apartment/shop/godown owners in the said building.
 - x) That the Purchaser shall individually pay the coporation taxes and cesses etc., levied on the apartment/shop chosen by her/him.

- xi) That the Purchaser shall use the apartment chosen by her/him for residential pupose only and shall not do or cause to be done any act or thing to the annoyance of the other apartment owners and shall give access to her/his apartment for cleaning and repairing drainage, water pipe line and inspection chambers provided for lavatory and bath units at all reasonable hours during the day.
- xii) That the leakage of bath room or W.C. provided in her/his apartment which may cause nuisance to the other apartment owners shall be repaired by the Purchaser in good time.
- xiii) It is understood by the Purchaser that the cost of general maintenance of the outer building and the common portions including the periodical paintings, whitewashing or colour washing and repairs etc. shall be joint responsibility of all the apartment/shop/godown owners and the expenses incurred therefor shall be borne and paid by all the apartment/shop/godown owners proportionately. Similarly the underground water storage tank and the pump installed thereon shall be maintained and repaired at the equal expenses of all the apartment/shop/godown owners including the Purchaser.
- xiv) That the Purchaser shall not throw any garbage dirt or water on the open space nor shall she/he use the balconies for washing to the annoyance of the other apartment owners and a co-operation that is essential to maintain harmony and peaceful, enjoyment of the apartment/shop/godown shall, without, any reservations be extended by the Purchaser towards the other apartment/shop/godown owners.
- xv) It is clearly understood and agreed that the Purchaser shall have no right in the increased or additional F.S.I. that may be now available at any further date in respect of the said plot of land and the Purchaser shall not obstruct or prevent the Confirming Party from commencing, carrying on and completing any additional construction on the available open space or on the top of the terrace of the building in order to exhaust such additional F.S.I.



- ON THE EAST - P.W.D. Bunglow & compound
- ON THE WEST - Road (To Gaddigudam)
- ON THE NORTH - Road to Kadbi Chowk
- ON THE SOUTH - Property of Dr. Rangilal

In witness whereof the Vendor, the Purchaser and the Confirming Party have hereto set their respective hands and signed this Deed of Sale at Nagpur in presence of the attesting witnesses signing as such on the day first above written.

WITNESS :

1.

Healatewar

2.

Sukhanobal

(S.V. JOSHI)

Attorney for Anu Co-operative
Housing Society Ltd. Nagpur.

PURCHASER

(S.V. JOSHI)

DIRECTOR/CONFIRMING PARTY

xvi) That the said entire property has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 and the Purchaser agrees to abide by the Byelaws annexed to the Deed of Declaration duly regd. in the office of the Jt. Sub-Registrar, Nagpur at Sr. No. 12177 on 21-09-1991.

4. That covered parking number NIL on the ground floor is allotted to the Purchaser and that no one else will have any right in respect of the same.

5. The Confirming Party does hereby, accord its free and voluntary consent to this transaction of sale in favour of the Purchaser she/he being its nominee.

6. That all expenses on account of preparation of this sale deed including the cost of stamp duty and payment of registration fees payable thereon have been agreed to be borne and paid by the Purchaser.

7. That the Agreement to Sell is registered at Sr.No. 12600 on 21-10-1989 and registration fee of Rs. 304/- /- already paid.

That the Agreement of Building Construction is registered at Sr.No. 12601 on 21-10-1989 and registration fee of Rs. 24 /- already paid.

SCHEDULE REFERRED TO ABOVE

All that undivided 0.55 % share and interest in all that piece and parcel of land containing by admeasurment 45640 Sq.ft., bearing Khasara No. 83/2 Mouza Wadpakad, bearing City Survey No. 471, Chalta No. 19, Sheet No. 196, together with the entire R.C.C. SUPERSTRUCTURE comprising Apartment No. C-304 on the Third Floor of a building standing thereon named and styled as "UTKARSHA - NIRMAAN" covering a Super Built-up area of 846 Sq.Ft. situate at opposite Mangalwari Bazar, Sadar, Nagpur, within the limits of Nagpur Municipal Corporation, Ward No. 63, Nagpur in Tahsil and District Nagpur and bounded as under :-

