

OFFICE OF THE  
JOINT DISTRICT REGISTRAR  
NAGPUR, MAHARASHTRA  
MAH/CCRA/DIST/004



STAMP DUTY

महाराष्ट्र  
SPECIAL ADHESIVE

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MAHARASHTRA

# 1130233303

(किफायत-रूपी-मार्ग-द्वारा-शुद्धी)

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म. १९९८ चे ... डिसेंबर ...  
३०. १२. ९८ ... व. ४०००० ...  
... मार्गद्वारा ...  
... दिला.

Chila. N. Sabhani

की घेतली ती रु. ४६४०१/-  
नोंदणी फी .....  
नकाशेची फी ..... १३१/-  
घरेची फी ..... ३१/-  
... ३१/-  
... ११/-  
... ४६४०१/-

दुय्यम निबंधक  
नागपूर रु. ४००००

दुय्यम निबंधक  
नागपूर रु. ४००००

## SALE DEED

VALUED AT RS. 3,50,000/-

(RUPEES THREE LAKHS FIFTY THOUSAND ONLY)

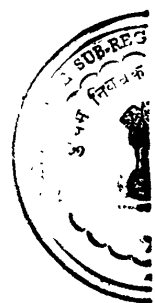
Value for Stamp Duty Rs. 4,95,000/-

THIS SALE DEED OF AN APARTMENT is made and executed at Nagpur on this 28th day of December, 1998 BETWEEN. SHRI SHYAMAL S/O PASUPATI MUKHOPADHYAY, Aged about - 50 Years, Occupation : Service, R/o Clarke Town, Nagpur, hereinafter called the 'VENDOR' which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said VENDOR as well as his heirs, legal representatives, executors, administrators, successors and assigns of the **FIRST PART.**

Shyamal Mukhopadhyay

Chila. N. Sabhani

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**AND**

**SMT ANITA W/O NARENDRA SABNANI**, Aged about - 38 Years, Occupation - Business, R/o Clarke Town, Nagpur. hereinafter called the PURCHASER which expression shall, unless repugnant to the context or meaning thereof, always mean & include the said PURCHASER as well as her heirs, legal representatives, executors administrators, successors and assigns of **SECOND PART.**

WHEREAS the VENDOR is the absolute owner in possession of the Apartment No.111 on the First floor in Block A in the building CHANC known as "**SUNDER JEEVAN APARTMENTS**" constructed on Nazul plot Nos. 3/2, 13/3, 12 & 14/2 of Mouza Wadpakad situated at Gowan square, Clarke town, Nagpur, having been purchased from Messrs. Om Builders a partnership firm duly registered under the Indian Partnership Act 1932, having its office situated at 520 Clarke town, Nagpur through its Managing Partner Shri. Anand Prakash Malhotra vide Registered Sale Deed executed before Sub-Registrar Nagpur at Book No. A-1 Vol. No.830 Page No.90 to 95 regd. No. 2013 (P) dated 28.4.1986.

WHEREAS the VENDOR approached the purchaser and showed his willingness to sell and transfer his share, occupancy rights title and benefit in Apartment No. 111 on First floor in Block A the building CHANC known as SUNDER JEEVAN APARTMENTS and the purchaser in return offered him a fairly good price for the said Apartment and the Vendor agreed to sell the said apartment to the Purchaser for a total consideration of Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand Only).



*Sugam* *Anand Prakash Malhotra*


*Anita W. Sabnani*



WHEREAS by an Agreement to Sale dated 13.10.1998 the Vendor had agreed to Sale transfer all his occupancy rights title and interest in apartment No. 111 on First floor in Block A in the building CHANC known as SUNDER JEEVAN APARTMENTS, situated at Gowan square, Clarke town, Nagpur, in favour of the PURCHASER. Thus the Vendor has agreed to execute this Sale Deed in favour of the Purchaser upon the following terms and conditions.

**NOW THEREFORE THIS SALE DEED WITNESSES  
AS FOLLOWS :**

1. THAT, in Pursuance of the said agreement dated 13.10.1998 and in consideration for a total sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) paid by the purchaser to the vendor in the manner appearing herein below the receipt whereof the Vendor does hereby acknowledge, the Vendor as the absolute owner does hereby grant, convey, assign, assure and transfer by way of SALE to the Purchaser, ALL THAT entire R.C.C. super structure comprising of apartment No. 111 on First floor in Block A of the building CHANC known as **"SUNDER JEEVAN APARTMENTS"** covering a total Super built-up area 91.54 Sq.Mtrs. (985 Sq. ft.) and built up area 66.00 Sq. Mtrs. Situated at Gowan Square, Clarke town, Nagpur, TOGETHERWITH Proportionate undivided share in land bearing Nazul Plot No. 3/2, 13/3, 12 & 14/2, Corporation House No. 896, Ward No. 63 in Tahsil and District Nagpur & more particularly described in the schedule hereunder written TO HOLD THE SAME TO AND UNTO THE PURCHASER as the absolute owner thereof



*Suguman Singh*

*Chitra Babani*

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forever, free from encumbrances of all kinds whatsoever and also free from payment of corporation Taxes, Cesses, Society maintenance, electric and water charges and all other outgoings etc. levied thereon and payable upto date.

**MANNER OF PAYMENT**

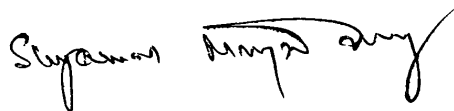
Rs. 25,000/- (Rupees Twenty Five Thousand Only) paid by the PURCHASER to the VENDOR vide Cheque No. 342146, Dt. 13.10.1998, drawn on State Bank of India, Chaoni Branch, Nagpur. The receipt whereof is hereby acknowledged by the Vendor.

Rs. 3,25,000/- (Rupees Three Lacs Twenty Five Thousand Only) paid by the Purchaser to the Vendor vide cheque No. 342366 Dt. 28.12.1998 drawn on State Bank of India, Chaoni Branch, Nagpur. The receipt whereof is hereby acknowledged by the Vendor.

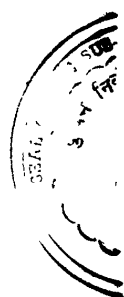
Rs. 3,50,000/- **TOTAL (Rs. THREE LAKHS FIFTY THOUSAND ONLY)**

2. **THAT, the VENDOR does hereby convenient with the PURCHASER as follows:**

- i) THAT, the VENDOR has good, valid & marketable title to the property hereby sold and that she has full right and absolute authority to sell the same to the PURCHASER absolutely and forever.
- ii) THAT, the property hereby sold/ conveyed shall be quietly 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,



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Child's NO. Sabmani



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or any person claiming through him, and without any lawful disturbance or interruption by any other persons whomsoever.

- iii) THAT, the VENDOR has paid all taxes & Ground rent, Nagpur Municipal Corporation Charges, 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 concerned authority payable only upto the date of Sale Deed.
- iv) THAT the VENDOR has this day delivered the actual physical possession of the property (Apartment No. 111) hereby sold to the PURCHASER in vacant condition.
- v) THAT the VENDOR 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 her name in all the relevant Govt. & Semi-Govt. records.
- vi) THAT, the property hereby sold is believed and shall be taken to be correctly described in the schedule hereunder written, and is subject to outgoing agreements, restrictions and rights of the other individual owners of the remaining Undivided Share and interest in the said plot, and the other apartment owners, affecting the same 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 to the PURCHASER but all the same such mis-statement, error or omission will always be subject to corrections by the parties hereto.



*Signature*

Chila' to. Sahmani

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- vii) THAT, in case the PURCHASER is deprived of the whole or any part of the property hereby sold by reasons of any defect found in the title of the VENDOR or due to any encumbrances or charge on the same the vendor will indemnify the PURCHASER.
- viii) THAT, the VENDOR upon every reasonable request of the PURCHASER and at the cost of the person making the request shall do all that may be required to do for further and more perfectly assuring the said property to the PURCHASER.
- ix) THAT the VENDOR has produced a Declaration Under Section 27, of the Urban land (Ceiling & Regulation) Act, 1976; in Duplicate, alongwith a Sworn affidavit in the prescribed forms.
- x) THAT, the property hereby sold does not belong to the Nagpur Improvement Trust hence No Objection Certificate Under Section 22-A, of the Registration Act- 1908, has not been obtained by the vendor.
- xi) THAT, the VENDOR further assure to the PURCHASER that he has not transferred his share in the said property by way of sale, gift, mortgage, lease or in any other manner whatsoever to anybody else till date.
- xii) THAT, the Deed of Declaration as required under the provision of Maharashtra Apartment Ownership Act 1970 (in form NO. A) and the Declaration under section 2 of the said Act has already been registered by the Builder in the office of the Sub-Registrar at Book No. A-1 Vol No. 191 page No. 13 to 141 Reg No. 1155 (P) dt 6.10.1998.

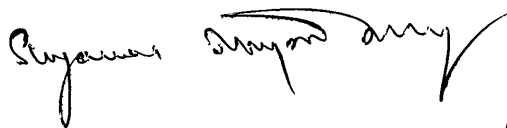
*Suyanshu Singh*

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*Chitra B. Sahmani*



**3. THAT, the PURCHASER does hereby convenient with the VENDOR as follows:**

- i) THAT, the PURCHASER shall from the date hereof always pay regularly her share of common expenses such as Ground Rent water charges, society maintenance charge common lights, security etc. & other outgoing whatsoever assessed on her undivided share in the land which she has hereunder purchased. The PURCHASER shall hereafter pay individually Corporation Taxes, Cesses, Levied etc. as may be levied and assessed by Nagpur Municipal Corporation, on the Apartment purchased by her and shall also pay electric charges as per her consumption.
- ii) THAT, it is specifically understood and agreed by the OWNER & DEVELOPERS of land that they shall have no right, title or interest of any kind whatsoever in respect of addition F.S.I. as may be increased at any time in future. It is specifically made clear that the PURCHASER alongwith other Apartment Owners shall jointly be the absolute and full owners of such increased F.S.I. and they shall be entitled to use the same in their absolute discretion. Provided that the rights benefits and properties of the Apartment Owners shall, in no way be impeached or hindered.
- iii) THAT the PURCHASER shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience, disturbance or obstruction to the other purchasers of the undivided proportionate share in the said land and the occupants or owners of the other apartments in the said building as a whole in any manner whatsoever.



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- iv) THAT the PURCHASER shall always keep the apartment in good repairs and habitable condition.
- v) THAT the entire available open space of land, staircase, lift, well, pump with electric meter thereon shall always be the common properties for the use and beneficial enjoyment of all the Owners, occupants in the said building and it is hereby clearly understood by the PURCHASER that she is not and will not be entitled to exclusive use of any part or portion thereof. All other open spaces shall be shared jointly with other apartment owners.
- vi) THAT, the PURCHASER shall not carry out any alterations, modifications or charges to the said premises purchased by her which will damage the structural framework of the entire building or in any manner impair the existing elevation thereof in any manner whatsoever.
- vii) THAT, the leakage of bath room or W.C. provided in her apartment which may cause nuisance to other flat owners shall be repaired by the PURCHASER at her cost in good time.
- (viii) THAT, the cost of repairs of common services like electric, drainage and rain pipes and or their common appliances etc. shall be borne & paid by the PURCHASER & jointly with other apartment owners in proportionate share.
- ix) It is understood & agreed by the PURCHASER that the cost of general maintenance of the outer building and common portion including periodical painting, white-washing or colour washing & repairs etc. shall be common responsibility of all the apartment Owners proportionately. Similarly the under ground water storage, well and the

*Buyer's Signature*

*Chila. K. Babani*





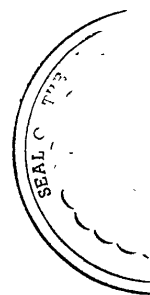
pump installed thereon shall be maintained and repaired at the proportionate expenses by all owners in the said apartment.

- x) It is also further understood & agreed by the PURCHASER that all charges incurred on the consumption of electricity over the common area provided in the said building shall be borne & paid proportionately by all the apartment owners along with maintenance changes.
- xi) THAT the PURCHASER shall not throw any garbage in the open space nor shall she use the balconies for washing or urinating to the annoyance of other apartment owners & a co-operation that is essential to maintain harmony & peaceful enjoyment of tenement shall without any reservation be extended by the PURCHASER towards other apartment owners & she shall abstain from doing any act or thing which may cause inconvenience or nuisance to other apartment owners.
- xii) THAT the PURCHASER knows that the said entire property has been submitted to provisions of the Maharashtra Apartment Ownership Act-1970, and the PURCHASER will abide by provisions contained in the Deed of Declaration executed by the builder and the bye-laws appended thereto.
- xiii) THAT all the expenses relating to the above said Sale Deed including the stamp duty, Registration Fees etc. shall be borne and paid by the purchaser. Stamp Duty is paid as per the government rates at item No. 8-A the said building is 12 years old.



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*Chila' N. Babani*



**SCHEDULE OF PROPERTY**

ALL THAT Proportionate Undivided Share and interest in a piece and parcel of land bearing Nazul Plot No. 3/2, 13/3, 12 & 14/2 admeasuring 3896.20 Sq. Mtrs. situated at Gowan square, Clarke town, Nagpur, MOUZA : Wadpakad, bearing Nagpur Municipal Corporation House No. 896, Ward No. 63 Nagpur within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Nagpur, Tahsil & District Nagpur.

**TOGETHERWITH ALL THAT R.C.C.** Super-structure comprising of an Residential Apartment No. 111 on First floor in Block A covering a total built area of 66.00 sq. Mtrs excluding the area of Balcony and Staircase etc., including electric connection and all other easementary rights etc. appurtenant to or belonging thereto, in the building CHANC known as "**SUNDER JEEVAN APARTMENTS**" which is situated at Gowan square, Clarke town, Nagpur. The said Property is bounded as follows:

On the East : Open Land  
On the West : Road 12 wide,  
On the North : Open ground,  
On the South : Nallha.

IN WITNESSES WHEREOF the VENDOR and the PURCHASER, hereinabove named have hereto set their respective hands and signed this DEED OF SALE OF AN APARTMENT at Nagpur, in the presence of the attesting witnesses signing as such on the day and year first above written.

WITNESSES :

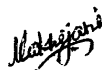
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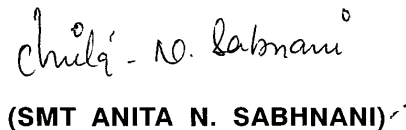


  
(SHRI. SHYAMAL MUKHOPADHYA)

VENDOR

2)



  
(SMT ANITA N. SABHNANI)

PURCHASER

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दस्तऐवज करून दिल्याचे

कबूल करतात.

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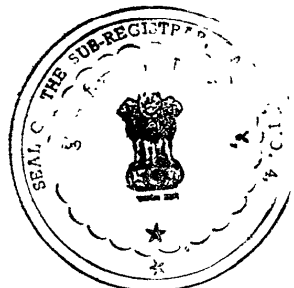
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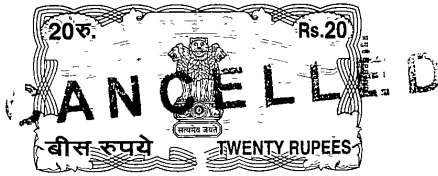
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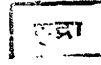
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भारत STAMP DUTY

महाराष्ट्र



Rs. 100/-

SPECIAL ADHESIVE

Dr. 3-10-1998

28/12/98

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MAHARASHTRA

२८/१२/९८

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३० तारीख ३०/१२/९८  
दुय्यम निवासी, नागपुर ५  
महाराष्ट्र

मी घेतली फी..... रु. १००/-  
नोंदणी फी..... १३०/-  
फाईल करणे फी..... ३०/-  
नकलेची फी..... ३०/-  
शेरे फी..... ३०/-  
ताडून घेणे फी..... ३०/-  
टपाल फी..... ३०/-  
एकूण फी..... ४८०/-

Sd/ Anitee N. Sabhani

२८/१२/९८

२८/१२/९८

### SALE DEED

VALUED AT RS. 3,50,000/-

(RUPEES THREE LAKHS FIFTY THOUSAND ONLY)

Value for Stamp Duty Rs. 4,95,000/-

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Sd/ Shyamal mukhopadhyay

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Sd/ Anitee N. Sabhani



**AND**

**SMT ANITA W/O NARENDRA SABNANI**, Aged about - 38 Years, Occupation - Business, R/o Clarke Town, Nagpur. hereinafter called the PURCHASER which expression shall, unless repugnant to the context or meaning thereof, always mean & include the said PURCHASER as well as her heirs, legal representatives, executors administrators, successors and assigns of **SECOND PART.**



WHEREAS the VENDOR is the absolute owner in possession of the Apartment No.111 on the First floor in Block A in the building CHANC known as "**SUNDER JEEVAN APARTMENTS**" constructed on Nazul plot Nos. 3/2, 13/3, 12 & 14/2 of Mouza Wadpakad situated at Gowan square, Clarke town, Nagpur, having been purchased from Messrs. Om Builders a partnership firm duly registered under the Indian Partnership Act 1932, having its office situated at 520 Clarke town, Nagpur through its Managing Partner Shri. Anand Prakash Malhotra vide Registered Sale Deed executed before Sub-Registrar Nagpur at Book No. A-1 Vol. No.830 Page No.90 to 95 regd. No. 2013 (P) dated 28.4.1986.

WHEREAS the VENDOR approached the purchaser and showed his willingness to sell and transfer his share, occupancy rights title and benefit in Apartment No. 111 on First floor in Block A the building CHANC known as SUNDER JEEVAN APARTMENTS and the purchaser in return offered him a fairly good price for the said Apartment and the Vendor agreed to sell the said apartment to the Purchaser for a total consideration of Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand Only).

*Sd/ Shyam Lal Prakash Pachyay*

*Sd/ Anita N. Sabanani*

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( 3 )

WHEREAS by an Agreement to Sale dated 13.10.1998 the Vendor had agreed to Sale transfer all his occupancy rights title and interest in apartment No. 111 on First floor in Block A in the building CHANC known as SUNDER JEEVAN APARTMENTS, situated at Gowan square, Clarke town, Nagpur, in favour of the PURCHASER. Thus the Vendor has agreed to execute this Sale Deed in favour of the Purchaser upon the following terms and conditions.

**NOW THEREFORE THIS SALE DEED WITNESSES  
AS FOLLOWS :**

1. THAT, in Pursuance of the said agreement dated 13.10.1998 and in consideration for a total sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) paid by the purchaser to the vendor in the manner appearing herein below the receipt whereof the Vendor does hereby acknowledge, the Vendor as the absolute owner does hereby grant, convey, assign, assure and transfer by way of SALE to the Purchaser, ALL THAT entire R.C.C. super structure comprising of apartment No. 111 on First floor in Block A of the building CHANC known as **"SUNDER JEEVAN APARTMENTS"** covering a total Super built-up area 91.54 Sq.Mtrs. (985 Sq. ft.) and built up area 66.00 Sq. Mtrs. Situated at Gowan Square, Clarke town, Nagpur, TOGETHERWITH Proportionate undivided share in land bearing Nazul Plot No. 3/2, 13/3. 12 & 14/2, Corporation House No. 896, Ward No. 63 in Tahsil and District Nagpur & more particularly described in the schedule hereunder written TO HOLD THE SAME TO AND UNTO THE PURCHASER as the absolute owner thereof



Sd/ Shyamal - Mukhopadhye

Sd/ Anita N. Sabanani

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forever, free from encumbrances of all kinds whatsoever and also free from payment of corporation Taxes, Cesses, Society maintenance, electric and water charges and all other outgoings etc. levied thereon and payable upto date.

**MANNER OF PAYMENT**

Rs. 25,000/- (Rupees Twenty Five Thousand Only) paid by the PURCHASER to the VENDOR vide Cheque No. 342146, Dt. 13.10.1998, drawn on State Bank of India, Chaoni Branch, Nagpur. The receipt whereof is hereby acknowledged by the Vendor.

Rs. 3,25,000/- (Rupees Three Lacs Twenty Five Thousand Only) paid by the Purchaser to the Vendor vide cheque No. 342366 Dt. 28.12.1998 drawn on State Bank of India, Chaoni Branch, Nagpur. The receipt whereof is hereby acknowledged by the Vendor.



**Rs. 3,50,000/- TOTAL (Rs. THREE LAKHS FIFTY THOUSAND ONLY)**

**2. THAT, the VENDOR does hereby convenient with the PURCHASER as follows:**

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Sd/ Shyamul. Pruthi-pachhe

Sd/ Anita H. Sakarani

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or any person claiming through him, and without any lawful disturbance or interruption by any other persons whomsoever.

- iii) THAT, the VENDOR has paid all taxes & Ground rent, Nagpur Municipal Corporation Charges, 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 concerned authority payable only upto the date of Sale Deed.
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Sd/ Shyama C. Mukhopadhyay Sd/ Anita. A. Sabanani  
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( 6 )

- vii) THAT, in case the PURCHASER is deprived of the whole or any part of the property hereby sold by reasons of any defect found in the title of the VENDOR or due to any encumbrances or charge on the same the vendor will indemnify the PURCHASER.
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- ix) THAT the VENDOR has produced a Declaration Under Section 27, of the Urban land (Ceiling & Regulation) Act, 1976; in Duplicate, alongwith a Sworn affidavit in the prescribed forms.
- x) THAT, the property hereby sold does not belong to the Nagpur Improvement Trust hence No Objection Certificate Under Section 22-A, of the Registration Act- 1908, has not been obtained by the vendor.
- xi) THAT, the VENDOR further assure to the PURCHASER that he has not transferred his share in the said property by way of sale, gift, mortgage, lease or in any other manner whatsoever to anybody else till date.
- xii) THAT, the Deed of Declaration as required under the provision of Maharashtra Apartment Ownership Act 1970 (in form NO. A) and the Declaration under section 2 of the said Act has already been registered by the Builder in the office of the Sub-Registrar at Book No. A-1 Vol No. 191 page No. 13 to 141 Reg No. 1155 (P) dt 6.10.1998.



Sd/ Shyamal Meshram  
Sd/ Anita N. Subancini  
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3. **THAT, the PURCHASER does hereby convenient with the VENDOR as follows:**

- i) THAT, the PURCHASER shall from the date hereof always pay regularly her share of common expenses such as Ground Rent water charges, society maintenance charge common lights, security etc. & other outgoing whatsoever assessed on her undivided share in the land which she has hereunder purchased. The PURCHASER shall hereafter pay individually Corporation Taxes, Cesses, Levied etc. as may be levied and assessed by Nagpur Municipal Corporation, on the Apartment purchased by her and shall also pay electric charges as per her consumption.



THAT, it is specifically understood and agreed by the OWNER & DEVELOPERS of land that they shall have no right, title or interest of any kind whatsoever in respect of addition F.S.I. as may be increased at any time in future. It is specifically made clear that the PURCHASER alongwith other Apartment Owners shall jointly be the absolute and full owners of such increased F.S.I. and they shall be entitled to use the same in their absolute discretion. Provided that the rights benefits and properties of the Apartment Owners shall, in no way be impeached or hindered.

- iii) THAT the PURCHASER shall abstain from doing any act, deed or thing which may cause annoyance or inconvenience, disturbance or obstruction to the other purchasers of the undivided proportionate share in the said land and the occupants or owners of the other apartments in the said building as a whole in any manner whatsoever.

Sd/ Shyam. P. Mishra

Sd/ Anita N. Sabarwal

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- iv) THAT the PURCHASER shall always keep the apartment in good repairs and habitable condition.
- v) THAT the entire available open space of land, staircase, lift, well, pump with electric meter thereon shall always be the common properties for the use and beneficial enjoyment of all the Owners, occupants in the said building and it is hereby clearly understood by the PURCHASER that she is not and will not be entitled to exclusive use of any part or portion thereof. All other open spaces shall be shared jointly with other apartment owners.
- vi) THAT, the PURCHASER shall not carry out any alterations, modifications or charges to the said premises purchased by her which will damage the structural framework of the entire building or in any manner impair the existing elevation thereof in any manner whatsoever.
- vii) THAT, the leakage of bath room or W.C. provided in her apartment which may cause nuisance to other flat owners shall be repaired by the PURCHASER at her cost in good time.
- (viii) THAT, the cost of repairs of common services like electric, drainage and rain pipes and or their common appliances etc. shall be borne & paid by the PURCHASER & jointly with other apartment owners in proportionate share.
- ix) It is understood & agreed by the PURCHASER that the cost of general maintenance of the outer building and common portion including periodical painting, white-washing or colour washing & repairs etc. shall be common responsibility of all the apartment Owners proportionately.
- Similarly the under ground water storage, well and the



sd/ Shyamal Muthupachiyar

sd/ Anita S. Sabanaru  
Contd ... 9



pump installed thereon shall be maintained and repaired at the proportionate expenses by all owners in the said apartment.

- x) It is also further understood & agreed by the PURCHASER that all charges incurred on the consumption of electricity over the common area provided in the said building shall be borne & paid proportionately by all the apartment owners along with maintenance changes.
- xi) THAT the PURCHASER shall not throw any garbage in the open space nor shall she use the balconies for washing or urinating to the annoyance of other apartment owners & a co-operation that is essential to maintain harmony & peaceful enjoyment of tenement shall without any reservation be extended by the PURCHASER towards other apartment owners & she shall abstain from doing any act or thing which may cause inconvenience or nuisance to other apartment owners.
- xii) THAT the PURCHASER knows that the said entire property has been submitted to provisions of the Maharashtra Apartment Ownership Act-1970, and the PURCHASER will abide by provisions contained in the Deed of Declaration executed by the builder and the bye-laws appended thereto.
- xiii) THAT all the expenses relating to the above said Sale Deed including the stamp duty, Registration Fees etc. shall be borne and paid by the purchaser. Stamp Duty is paid as per the government rates at item No. 8-A the said building is 12 years old.



Sd/ Shyamal Pruthi-Padhye

Sd/ Anil N. Sabharwal

Contd ... 10



**SCHEDULE OF PROPERTY**

ALL THAT Proportionate Undivided Share and interest in a piece and parcel of land bearing Nazul Plot No. 3/2, 13/3, 12 & 14/2 admeasuring 3896.20 Sq. Mtrs. situated at Gowan square, Clarke town, Nagpur, MOUZA : Wadpakad, bearing Nagpur Municipal Corporation House No. 896, Ward No. 63 Nagpur within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Nagpur, Tahsil & District Nagpur.

**TOGETHERWITH ALL THAT R.C.C.** Super-structure comprising of an Residential Apartment No. 111 on First floor in Block A covering a total built area of 66.00 sq. Mtrs excluding the area of Balcony and Staircase etc., including electric connection and all other easementary rights etc. appurtenant to or belonging thereto, in the building CHANC known as "**SUNDER JEEVAN APARTMENTS**" which is situated at Gowan square, Clarke town, Nagpur. The said Property is bounded as follows:



On the East : Open Land  
On the West : Road 12 wide,  
On the North : Open ground,  
On the South : Nallha.

IN WITNESSES WHEREOF the VENDOR and the PURCHASER, hereinabove named have hereto set their respective hands and signed this DEED OF SALE OF AN APARTMENT at Nagpur, in the presence of the attesting witnesses signing as such on the day and year first above written.

WITNESSES :

1) *[Signature]*

*[Signature]*  
(SHRI SHYAMAL MUKHOPADHYA)  
VENDOR

2) *[Signature]*

*[Signature]*  
(SMT ANITA N. SABHNANI)  
PURCHASER

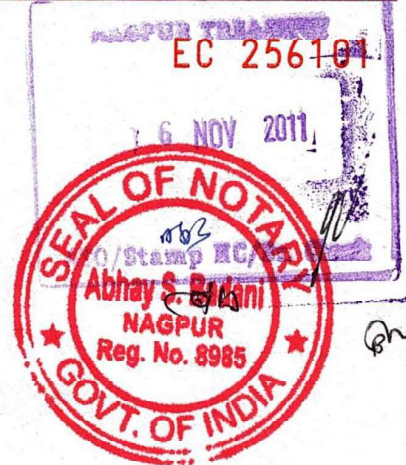
सह दुय्यम निबंधक, पृष्ठ-२  
जागपूर शहर क्र. ५.





महाराष्ट्र MAHARASHTRA

अ.क्र. १२४५१ दि. १००१ २१/११/२०११  
नाव :- अनिता हंस सवनी  
आर.एस.पोफळी  
स्टॅम्प व्हेंडर  
ला.नं. १७/८९  
मिर्हा कचेरी नागपूर



BEFORE THE PUBLIC NOTARY, NAGPUR.

DEPONENTS: 1. Smt. Anita Narendra Sabnani, aged about 51 years, Occupation Business, R/o 520, Clarke Town, Nagpur.

AFFIDAVIT  
(In the Matter of Declaration about Non-Encumbrances)

The deponent named above does hereby take oath and declare on oath as under:

1. That the above named deponent is absolute owner of ALL THAT Proportionate Undivided Share and interest in a piece and parcel of land bearing Nazul Plot No. 3/2, 12 & 14/2, Sheet No. 2-A, admeasuring about 3896.20 sq. mtrs. Situated at Gowan Square, Clark Town, Nagpur in Mouza Wadpakad, bearing House No. 896, Ward No. 63 Nagpur, within the limits of Municipal Corporation and Improvement Trust, Tahsil and District Nagpur Together with ALL THAT R. C. C. Superstructure comprising of an Residential Apartment No. 111, First Floor in Block "A" covering a total built up area 6000 Sq. Meters excluding the area of balcony and stair case etc. appurtenant to or belonging thereto, in the building CHANO known as SUNDER JEEVAN APARTMENTS which is situated at Gowan Square, Clark Town, Nagpur and bounded as under:-

ON THE EAST	:	Open Space.
ON THE WEST	:	Road of 12 Ft Wide.
ON THE NORTH	:	Open Ground.
ON THE SOUTH	:	Nalha.

2. We further state that we have not done any act, whereby it could be said that the property in question is in danger of being attached and/or disposed off.





3. That we have not executed any power of attorney in favor of any person whether registered or un-registered in respect of said property.

4. That we hereby state and declare that deponents have a clear and marketable title to the said immovable property and that there are no charge, mortgage, lien or encumbrances or attachment by Government whether Central or State or Semi-Government, Income Tax Department, Sales Tax Department, or any person, firm, company, body corporate, society or entity whatsoever and that the Mortgagor has not entered into any agreement for sale, Gift, Partition in respect of the said immovable property or any part thereof or in manner whatsoever and that no proceedings for the recovery of tax are pending against the Mortgagor under the Income Tax Act, 1961 (as amended) or any other law and that no notice has been issued and or served upon the Mortgagor under Rule 2, 16 or 51 of the Income Tax Act, 1961 or any other law and that there is no pending attachment whatsoever levied on the said immovable property.

5. That we hereby state and declare that there is no litigation, suit or dispute is pending before any court in respect of the aforesaid property.

6. We further state that I/we have not mortgaged, charge and/or encumbered the aforesaid property nor I have agreed to mortgage and/or sell and/or transfer the ownership of the said property and/or any right, title and interest there in favor of any body in any manner whatsoever.

7. The deponent further declares that the said property is / are in actual physical possession and enjoyment of the deponent and that the deponent has not created any charge, lien or encumbrances over the said property nor entered into any sort of agreement, Sale with any person whatsoever, and therefore has not created any third party interest therein.

8. We deponent hereby state and declare that we have not taken any Loan or Subsidiary from Government or semi government on the property and if any, shall be found then the same shall be the sole liability of us/me and we the deponent shall indemnify the bank in this respect, under all circumstances.

9. The deponent, therefore, hereby covenants that the deponent having marketable title to the said property and shall keep the same free from all such charges, lien or encumbrances.

10. We further hereby undertakes to pay all the entire taxes, non-agricultural taxes, ground rent, development charges, cess, corporation charges etc. due and payable on the said property.

We further state that we have not done any act, whereby it could be said that the property in question is in danger of being attached and/or disposed off.

Hence, this affidavit.

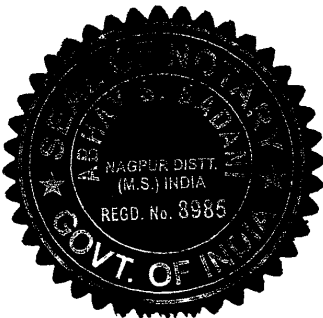


#### VERIFICATION

We have verified that the contents of above Para which are true and correct to our personal knowledge and belief. If any information found incorrect then we are liable to prosecute u/s 199 and 200 of Indian Penal Code. Hence verified and signed at Nagpur on this 21<sup>st</sup> day of November, 2011.

Nagpur.

Dated: 21/11/2011.



*Anita N. Sabrani*  
DEPONENT

The Signature of Shri / Smt. *Anita Narendra Sabrani*

who / is / are personally known to me / identified by Shri / Smt. *Self*

and who signed before me this day the *22<sup>nd</sup>* day of *2011* at Nagpur is / are attested.

*Abhay S. Badani*  
NOTARY  
Govt. of India  
Nagpur (M.S.) INDIA

