

SALE DEED

THIS SALE DEED is made at Karjat this **7th day of June, in the Christian Year Two Thousand Seventeen** BETWEEN Mr. Rajendra Darshan Laad (PAN No. ABFPL9845A) – for himself and power of attorney holder of co-owner Mrs. Madhuri Rajendra Laad having their office at Unit No. 1, 1st Floor, Swastik Industrial Estate, 178, Vidyanagari Marg, Santacruz (East) Mumbai - 400098, hereinafter called 'THE VENDOR' (which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns) of the One Part; AND

Mr. Ashwin Gulabchand Bhandare (PAN No. AGSPB8024B) and **Mrs. Sushama Ashwin Bhandare**, both Indian Inhabitant having address at **B-1502, Parivar Safalya Sahakari Gruh Nirman Sanstha, D. G. Mahajani Path, Sewri, Mumbai - 400 015**, hereinafter called 'THE PURCHASERS' (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the Other Part;

WHEREAS :

The Vendor is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land hereditaments in the title of MISTY HILLS situate at Village Jambrung, Tal. Karjat, Dist. Raigad bearing Original Survey No. 169 H. No. 6 / N. A. Survey No. 259 – **Plot No. 45** more particularly described in the Schedule hereunder written 'the said property');

The Collector of Raigad has sanctioned for use of the said property as Non Agricultural land Vide Final N.A. Order bearing Ref. No. LNA-1/S.R.237/2008 Dated 18/02/2009.

AND WHEREAS Mrs. Madhuri Rajendra Laad has executed power of attorney in favour of Mr. Rajendra Darshan Laad which is registered in the office of sub-registrar, Karjat at serial number 3584/2011 on 20.04.2011, whereby Mrs. Madhuri Rajendra Laad has given powers to Mr. Rajendra Darshan Laad to execute this deal.

Vendor

Purchaser(s)

This Layout of 72 N/A Residential Plots has been approved by the Town Planning Authorities, Alibag for construction of Residential bungalow vide their Reference No. 4758 dated 16th December 2008.

AND WHEREAS the vendor being interested in selling the said plot more particularly described in the schedule written hereunder for non-agricultural purpose negotiated with the Purchaser in that behalf in respect of sale of the said land and the Purchaser has agreed to purchase the same on and subject to the terms and conditions mutually settled by and between the parties.

AND WHEREAS names of the vendor are reflected in the Revenue Records as owners and they have exclusive possession of the said property.

AND WHEREAS the vendor has represented to the Purchaser that the said property is free from all encumbrances of whatsoever nature and that there are no tenants occupying the said property.

AND WHEREAS the Purchaser being desirous of Purchasing the said property have approached the Vendor for the same and in pursuance to the negotiations the Vendor has agreed to sell the said property and the purchaser has agreed to purchase the same and therefore both the parties entered into the deal.

AND WHEREAS pursuant to the said deal, understanding was entered between the Vendor to the Purchaser for lumpsum price of ₹ 12,88,400/- (**Rupees Twelve lacs eighty eight thousand four hundred only**).

AND WHEREAS the Purchaser being desirous of completing the transaction by paying over the consideration and obtaining possession of the said property have requested the Vendor to execute these presents, to which Vendor has agreed.

NOW THIS INDENTURE WITNESS that in pursuance of the said deal for Sale of the land more particularly described in the schedule written hereunder by the Vendor to the Purchaser and in consideration an advance payment of Rs. 2,75,400/- (Rupees Two lacs seventy five thousand four hundred only) is made by the Purchaser as under :

Vendor

Purchaser(s)

Cheque No.	Bank	Dated	Amount
039021	SVC Bank	25/04/2017	Rs. 51,000
087627	SVC Bank	16/05/2017	Rs. 2,24,400
		TOTAL	Rs. 2,75,400

The Balance Amount of Rs. 10,13,000/- will be paid by Financial Institution/Any Bank such as SBI/ICICI/HDFC/DHFL etc. within a period of 60 days as shown in the money receipt column annexure attached to the Sale Deed. In case of any reason the Financial Institution/Bank does not sanction Loan to the purchaser this Sale Deed will be Null and Void and this Sale Deed stands cancelled and the Vendor will be at liberty to sell the plot to any other party and refund the advance of Rs. 2,39,850/- paid by the purchaser within a period of 60 days from the Transfer/Sale of the said Plot to the new Purchaser.

The Vendor doth hereby grant, sell, as assign, release. Convey, transfer and assure unto the Purchaser forever ALL THAT the said piece or parcel of land described in the Revenue Record Non-Agricultural plot Original survey No. 169 H. No. 6 / N.A survey No. 259, Plot No. 45 admeasuring 276 sq. mtrs. / Approx. 2971 sq. feet situate at village Jamrungh, Telsil Karjat Dist. Raigad in the registration District of Raigad and more particularly described in the schedule hereunder written TOGETHER with all deeds, documents, writings, vouchers and other evidence of title relating to the said property or any part thereof AND ALSO WITH full and free right and liberty for the Purchaser his heirs, executors, administrators and assign the owners or occupiers for the time being of the said property or any part thereof and his tenants, agents, and persons authorized by him or that at all times hereafter at his/her/their will and pleasure by day or by night and for all purposes.

AND ALL THE ESTATE, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at Law and in equity of the Vendor into out of or upon the said property and any part thereof TO HAVE AND TO HOLD all and singular the said property hereby granted, released, conveyed and assured and intended or expressed so to be with him and every of his right, members and appurtenances (all which premises are hereafter for brevity's sake referred to as the "said premises" unto and to the use and benefit of the Purchaser forever and

Vendor

Purchaser(s)

the Purchaser shall be entitled to the whole of the said property absolutely SUBJECT to the payment of all rents, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to Government or to the local body or and other public body, society in respect thereof.

AND the Vendor do hereby for themselves , their successors and assigns, covenant with the Purchaser, THAT notwithstanding any act, deed, matter off thing whatsoever by the vendor or by any person or persons lawfully or equitably claiming by, from through under or in trust for them made, done, committed, omitted or knowingly or willing suffered to the contrary, the Vendor now has in itself good right, full power and absolute authority to grant , release, convey, transfer and assure the said premises/property hereby granted, released, conveyed, transferred or assured or intended so to be unto and to the use of the Purchaser in manner aforesaid. AND THAT it shall be lawful for the Purchaser from time to time hereafter peacefully and quietly to hold, enter, upon have, occupy, possess and enjoy the said property hereby granted and receive the rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit lawful eviction interruption , claim and demand whatsoever from or by the Vendor and/or their successor and assign or any of them from or by any persons lawfully or equitably claiming or to claim, by from under or in trust for them or any of them.

The Vendor hereby declares and confirms as under :

The Vendor is otherwise well and sufficiently entitled to the said property described in the Schedule hereunder written and the same is his self acquired property. His title to the said property is free and marketable. No other person except the Vendor has any right, claim or demand in respect of the said property or any part thereof.

The Vendor has not created any sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever on the said property and the said property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or Authority and the Vendor hereby declares that he shall hereafter not create any third party rights of whatsoever nature in respect of the said property.

Vendor

Purchaser(s)

There are no proceedings instituted by or against the Vendor in respect of the said property and pending in any Court or before any authority and the said property is not under any lispendens.

The Purchaser shall be bound to start construction of house at the designated plot as per the sanction plan approved by the Town Planning Authority within a period of 36 months from the date of registration. The Vendor may levy non-construction charge on the purchaser in case of non-construction as stated above. The construction of the house on the designated plot has to be carried out by contractor/architect with the consent of the Vendor/Developer/Seller.

The Purchaser of the said plot will be liable to pay maintenance charges as determined by the Developer or its nominee from time to time for maintaining the various services such as maintenance of internal roads, water supply, external electric supply, general watch and ward, upkeep of parks, conservancy services etc. All taxes whether levied or to be levied now or in the future on the land and /or building on this land as the case maybe shall be borne by the Purchaser.

The Purchaser, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management act 1999, and other applicable laws including that of remittance of payment(s) for acquisition of property and for submission of any documents/declarations etc. As may be prescribed.

The Vendor shall pay all assessments, rents, rates, taxes and out goings in respect of the said property previous to the day of handing over possession and the completion of the sale and the same, if necessary, shall be apportioned between the Vendor and the Purchasers.

The stamp-duty, registration charges and all other out of pocket expenses payable on this deed and on the Deed of Conveyance shall be borne and paid by the Purchasers alone and each party shall bear and pay their own expenses including their own Advocates professional fees.

Any dispute arising out of the agreement shall be subject to jurisdiction of Alibaug Courts Only.

Vendor

Purchaser(s)

IN WITNESS WHEREOF the parties hereto have executed these presents and a duplicate hereof the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT plot of land bearing Original Survey No. 169, H. No. 6 / N. A. Survey No. 259 **Plot No. 45** admeasuring **276 sq. mt.** equivalent to **2971 approx sq. ft.** situated in the village Jambrung, Taluka Karjat, in the Registration Sub-district of Raigad, MAHARASHTRA.

Bounded as Under :

On or Towards East : **Plot No. 30**
On or Towards West : **Internal Road**
On or Towards South : **Internal Road**
On or Towards North : **Plot No. 44**

SIGNED AND DELIVERED BY THE
Within named VENDOR

Mr. Rajendra Darshan Laad – Self
& Power Attorney Holder of
Mrs. Madhuri Rajendra Laad

VENDOR

Witness :

1.

2.

SIGNED AND DELIVERED BY THE
Within named PURCHASERS

Mr. Ashwin Gulabchand Bhandare
Mrs. Sushama Ashwin Bhandare

in the presence of

PURCHASER(S)

1.

2.

Vendor

Purchaser(s)

RECEIPT

RECEIVED the day and year first herein above written of and from the withinnamed Purchaser **Mr. Ashwin Gulabchand Bhandare** and **Mrs. Sushama Ashwin Bhandare** **Rs. 2,75,400/- (Rupees Two lacs eighty one thousand only)** as under :

Cheque No.	Bank	Dated	Amount
039021	SVC Bank	25/04/2017	Rs. 51,000
087627	SVC Bank	16/05/2017	Rs. 2,24,400
		TOTAL	Rs. 2,75,400

The Balance Amount of Rs. 10,13,000/- will be paid by Financial Institution/ Any Bank such as SBI/ICICI/HDFC/DHFL etc. within a period of 60 days.

I SAY RECEIVED,

VENDOR

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Above payment received for land bearing Original Survey No. 169, H.No. 6 / N. A. Survey No. 259 **Plot No. 45** admeasuring **276 sq. mtrs.** / **Approx. 2971 sq. feet.**