

SALE DEED

This Deed of Absolute Sale is executed on **19th November 2023** by:

SELLER DETAILS

Smt. **Prerana Shashikant Divekar**,
D/o **Shashikant Tukaram Divekar**,
Aged **48 years**,
Occupation: Retired Bank Clerk,
Residing at: "Divekar House," Near Court Road,
Sawantwadi, Sindhudurg – 416510.

PURCHASER DETAILS

Sri. **Ketan Dattatray Pokharkar**,
S/o **Dattatray Milind Pokharkar**,
Aged **35 years**,
Occupation: IT Consultant,
Residing at: Flat 603, "Riveredge Residences,"
Erandwane, Pune – 411004.

PROPERTY DETAILS

The immovable property conveyed is **Shop Unit No. G-03, Ground Floor**, in a project known as "**Lotus Business Chambers**", situated at Survey No. **55/11C**, CTS No. **4109**, located at Kudal, Taluka Kudal, Sindhudurg.

Shop Carpet Area: **285 sq ft**

Built-up Area: **410 sq ft**

However, municipal measurement sheet shows Carpet **310 sq ft**.

Parking: One shared front setback parking.

Title History: Seller claims property obtained via Partition Deed dated **11th October 2021**, but mutation entry refers to transfer based on Sale Deed dated **March 2022**.

Sanctioned plan categorizes this unit as "Storage Space," not "Commercial Shop."

CONSIDERATION & PAYMENT

Total consideration: **Rs. 4,80,000**, extremely low for commercial space in this region.

Token: Rs. 80,000 cash on **20th October 2023**.

Part Payment:

- Rs. 1,50,000 via NEFT, Transaction ID **NEFT-EXP44M2B**, invalid pattern.

Final Payment:

- Rs. 2,50,000 via cheque No. **881722**, dated **25th November 2023**, a date after deed execution.

Seller acknowledges full settlement.

MAIN CLAUSES

Conveyance:

Absolute sale of rights.

Encumbrance Declaration:

Seller claims no encumbrance, but attached 7/12 shows “Commercial Loan” charge created in 2020.

Liabilities:

Seller states “All water charges cleared,” while annexed water-tax receipt shows arrears of Rs. 840.

Indemnity:

Indemnity clause completely missing.

Possession:

Possession to be handed over on **22nd November 2023**, but occupancy certificate for commercial wing is still pending.

Easement Rights:

Basic rights granted.

Cancellation Clause:

Contradicts itself—one line says “Purchaser may cancel without notice,” another says “Cancellation only through mutual written consent.”

Misrepresentation Clause:

Seller declares full truthfulness despite mismatched title chain.

Dispute Resolution:

Jurisdiction wrongly set as **Mumbai High Court Bench**, despite property being in Sindhudurg.

SCHEDULE OF PROPERTY

Boundaries:

North: Internal Corridor

South: Parking Area

East: Shop No. G-04

West: Compound Wall

But sanctioned plan shows West as "Transformer Room," not Compound Wall.

WITNESSES

1. Sri. **Sandeep Manohar Salvi**, Age 42, Residing at Kudal.
 2. Smt. **Rupali Kamlesh Sawant**, Age 38, Residing at Sawantwadi.
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SIGNATURES

Seller: _____ (Signs as **P. S. Divkar**)

Purchaser: _____

Witness 1: _____

Witness 2: _____