

READY RECKNER CHART NO. 22.7  
RATE RS. 27,800/- PER SQ. MTRS.  
CARPET AREA OF FLAT 45.53 SQ. MTRS.  
BUILT UP AREA OF FLAT 65.00 SQ. MTRS.  
CONSIDERATION RS. 17,50,000/-  
MARKET VALUE RS. 15,19,000/-  
STAMP RS. 1,05,000/-  
DECLARATION OF APARTMENT REGISTERED AT SR. NO. 4188 ON  
12/6/2014.

## **DEED OF APARTMENT**

**THIS DEED OF APARTMENT** is made & executed at Nashik on  
this \_\_\_\_\_ day of **JULY 2023**.

### **B E T W E E N**

**MR. BABAN HARI THORAT,**  
**Age 51 Years, Occupation Service,**  
**PAN – AAMPT1580G**  
**AADHAR NO. 9609 2661 2046**  
**Mobile No. 98229 12968**  
**Mail ID -**  
**R/o. Plot No. 61, Lahoti Nagar,**  
**Near Maner Hospital, Satpur, Nashik. 422012.**

Hereinafter referred to as the "**VENDOR**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, Executors, Administrators, assigns, etc.) of the **FIRST PART**

### **A N D**

**MRS. RAMAN PANKAJ CHAUHAN,**  
**Age 32 Years, Occupation Housewife,**  
**PAN – BTKPC8502K**  
**AADHAR NO. 6228 2305 2943**  
**Mobile No. 98220 93391**  
**Mail ID -**  
R/o. Kanti Chowk, Amardham Road,  
Swarbaba Nagar, Satpur, Nashik 422007.

Hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, Administrators, assigns, etc.) of the **SECOND PART**.

### **A N D**

**M/S. SHRIHARI DEVELOPERS, A Partnership firm through its PARTNER**  
**MR. HARIKRUSHAN VITTHALBHAI DEVANI**, Age 52 Years, Occupation  
Business, R/o. 7, Dharma Bhakti Complex, 6<sup>th</sup> Scheme, CIDCO, Nashik –  
422009., **PAN ACEFS4486N, No. 2 for self and G.P.A. Holder of No. 1**

Hereinafter referred to as the **BUILDER** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include Others Partner executors, administrators, assigns, etc.) of the **THIRD PART**.

**WHEREAS** – The **Vendor & Ramanath Dada Sanap** are the absolute and exclusive owners of all that piece and parcel of the land situated at Village **Satpur** Taluka and District Nashik, more particularly described in the first schedule written hereunder and hereinafter referred to as the Said Property.

**AND WHEREAS** The Vendor & **Ramanath Dada Sanap** are competent to develop the said property in any manner whatsoever and accordingly **Vendor & Ramanath Dada Sanap** have executed a Development Agreement and General Power of Attorney in favour of **BUILDER** on 24/8/2012 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 8773 and 8774 on 24/8/2012 whereby the **BUILDER** was authorised to construct building on the said property by utilizing the entire FSI in the said property as per the terms of development agreement.

**AND WHEREAS** the **BUILDER** has absolute right to develop the said property by constructing a building thereon & enter into agreement of sale of the tenements to the prospective purchaser at such price & the terms & conditions as the **BUILDER** may deem fit & to appropriate the sale proceeds thereof.

**FOURTH** The **BUILDER** has purchased TDR of 100-00 Sq. Mtrs. from DRC No. 243 dated 8/10/2008 from Onkar Organize by a sale deed dated 18/12/2012 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 10548 on 18/12/2012 and the **BUILDER** has prepared a building plan by using the said TDR which is duly sanctioned by Nashik Municipal Corporation under commencement certificate No. LND/BP/ SATPUR / B2/510/5675 dated 24/1/2012 and as per the approved building plan and completed the construction and obtained Occupation Certificate from Nashik Municipal Corporation under No. NARAVI/ SATPUR / 16245/ 4829 Dated 28-1-2014.

**AND WHEREAS** as per the development agreement amongst the vendor and builder allotted the flat as described in the second schedule written hereunder to the vendor as part of consideration of development in between them and as such the vendor is competent to sell alienate and dispose off the said flat to any prospective purchaser and appropriate the sale proceeds thereof.

**AND WHEREAS** the **BUILDER** has entered into a standard Agreement with Architect registered with council of Architects and the Vendor No. 3 has appointed structural engineer for the preparation of the structural design and drawings of the building and the Vendor has accepted the professional supervision of the Architects and structural engineer.

**AND WHEREAS** the **BUILDER** has given inspection to the Purchaser and delivered the copies of all the documents, Agreements, Plans, Designs and Specifications prepared by the Architect of the Consenting Party No. 2 shall observe and perform the terms and conditions laid down by the Nashik Municipal Corporation, while sanctioning the plan.

**AND WHEREAS** the **BUILDER** agreed to sell the apartments in the said building to different purchasers and the **BUILDER** agreed to sell flat to the purchaser described in the second schedule written hereunder in the building known as “**SIDDHI VINAYAK PARK APARTMENT**” constructed on the said property.

**AND WHEREAS** the Declaration of Apartment in respect of the said building property is executed and registered which is duly registered at the office of Sub Registrar, Nashik under Rule 3 of the Maharashtra Apartment

Ownership Rules 1972 and as per the said declaration and as per the provisions of Maharashtra Apartment Ownership Act, this deed of Apartment is executed amongst the parties.

**NOW THEREFORE THIS DEED OF APARTMENT WITNESSETH AS HEREIN:-**

(1) That in pursuance of the terms and conditions agreed to in between the Vendor and the purchaser for total consideration lumpsum and price of **RS. 17,50,000/- (Rs. Seventeen Lakh Fifty Thousand Only)** the Vendors do hereby sell, convey, alienate and transfer all that the said apartment/ flat in **"SIDDHI VINAYAK PARK APARTMENT"** alongwith proportionate ownership the common areas more particularly described in Second schedule written hereunder and hereinafter referred to as the said flat/apartment constructed on the property as described in the first schedule written hereunder.

(2) The aforesaid amount of consideration includes the amount of consideration of the said Apartment alongwith right in common areas and facilities as mentioned in the Declaration of Apartment registered at the office of Sub Registrar.

(3) The aforesaid amount of consideration is fixed with mutual consent of the parties and there is no dispute about the same. The Vendor has received from the purchaser the aforesaid total amount of total lumpsum consideration **RS. 17,50,000/- (Rs. Seventeen Lakh Fifty Thousand Only)** as following manner :-

Rs. -----/- Received from the purchaser by D. D. No. \_\_\_\_\_  
drawn on \_\_\_\_\_ Branch on \_\_\_\_\_.

Rs. -----/- Received from the purchaser by D. D. No. \_\_\_\_\_  
drawn on \_\_\_\_\_ Branch on \_\_\_\_\_.

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**RS. 17,50,000/- (Rs. Seventeen Lakh Fifty Thousand Only)**  
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The Vendor declares that he has received the entire amount of consideration of the said apartment and the proportionate right in the common areas and facilities, the receipt whereof the Vendor do hereby admit and acknowledge and discharge the purchaser and the said therefore.

That this amount of consideration does not include the following expenses and the purchaser has agrees to pay separately.

- Proportionate expenses of installation charges for Water meter & Electric meter etc. The deposit for individual Electric meter, connection shall be paid by the purchaser/s to the vendor. The purchaser/s agrees to pay the proportionate amount towards the MSEB ORC charges and deposit and installation charges as may be required from time to time and as may be demanded by the vendor.
- All the expenses of stamp duty, registration fee, legal expenses for this deed of apartment and proportionate expenses for Declaration of Apartment.

[4] Carpet area shall be a clear dimension from unfinished wall to unfinished wall including the balcony, door jams and otta. No deductions shall be made for structural members of the building like columns, beams, shafts, skirtings,

dados in the rooms, passages, shelves in the walls at floor level shall be considered as full dimensions for carpet area measurement.

(5) In case of any Tax as may be levied by Govt. like Service Tax, Vat Tax, etc. the purchaser shall be liable for the same and the vendor shall be liable to recover the same from the purchaser.

[6] The actual clear, vacant & peaceful possession of the said apartment as described in the second schedule written hereunder is delivered by the "**VENDOR & BUILDER to the purchaser before execution of this deed of apartment and the "****VEDOR & BUILDER do hereby confirm the possession of the said apartment****"** by the purchaser as absolute and exclusive owner thereof. The purchaser is satisfied about the possession. The purchaser has verified the area of the flat, quality of construction of the building and said flat the amenities and fixtures provided therein and it satisfied about the same and no complaint about the same.

[7] By virtue of this deed of apartment, the purchaser has become the absolute and exclusive owner of the said apartment along with right in common areas and facilities as mentioned in the declaration of apartment as described in the second schedule written hereunder, the copy of the declaration of apartment, agreement of sale and the deed of apartment of the vendor is delivered to the purchaser and the purchaser has agreed to become member of the said association and agrees to abide by the terms and conditions of the declaration of apartment.

[8] The apartment conveyed hereunder is free from any encumbrance, charges and defect in title and that the Vendor has not subjected the said flat to any charge, by way of mortgage, lien, lease, gift, oral or written agreement, will, etc. and the Vendors shall indemnify the purchaser from any charge, encumbrance or defect in title if found with respect to the said apartment.

[9] The purchaser shall have proportionate right in the common areas and facilities as mentioned in declaration registered.

[10] The purchaser shall enjoy the ownership and possession of the said apartment conveyed hereunder as absolute and exclusive owner without any disturbance or obstructions from the vendor or anybody claiming through them.

[11] All the rates, taxes, etc. in respect of the said apartment is borne and paid by the vendor till today and the same shall be borne and paid by the purchaser hereinafter.

[12] The entire expenses of this deed of apartment is borne and paid by the purchaser exclusively.

[13] That the purchaser has received the copy of declaration of apartment and has read and understood the contents therein. The purchaser agrees to abide by all the terms and conditions as mentioned in the bye laws of the apartment and agrees to enjoy the said apartment alongwith the other apartments owners in the manner as mentioned in the Declaration of Apartment. The purchaser shall be bound by the bye laws of "**SIDDHI VINAYAK PARK APARTMENT**" CONDOMINIUM and shall bear and pay his proportionate share or part in the common expenses required for him to be paid as his share of expenses as per the "**SIDDHI VINAYAK PARK APARTMENT**" CONDOMINIUM and rules and bye laws framed thereunder. The purchaser shall not do any work which would jeopardise the soundness or safety of the building or reduced the value thereof or impair any easement to the said property.

[14] That this deed of apartment is being executed pursuant to and for the purpose of Mah. Apartment Ownership Act 1970.

[15] That the purchaser has examined the title of the vendors to the said property and has seen the documents of title and is satisfied about the title of the said property, so also the purchaser has taken inspection of the plans and specifications of the construction approved by the Nashik Municipal corporation and is fully satisfied about the same.

[16] The purchaser/s himself with intention to bring all persons into whose hands over the flat may come, do hereby covenant with the vendor as follows;

- a) To maintain the flat at purchasers own cost in good and tenatable repairs and conditions from the date possession and shall not do or suffered to be done, anything in or around the building in which the Flat is situated.
- b) Not to store in the flat any goods which are hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of building in which the flat is situated, will be caused or storing of which goods is objected to by the concerned local or other authority.
- c) To carry at his own cost all internal repairs of the said flat and maintain the same in the same condition, state and order in which it was delivered by the vendor to purchaser and shall not do or suffered to be done anything or building in which the flat is situated or the flat which may be given the rules and regulations and bye laws of concerned legal authority or other public authority and keep the portion sewer, drain pipes in the flat, consequences of the breach and in the event of the purchaser committing any act in contravention of the above provisions, the purchaser shall be responsible for the consequences thereof to the concerned legal authority and/or other public author.
- d) Not to throw dirt, rubbish, ranges, garbage or refuse or permit the same to be thrown from said flat in compound or any portion of said land and building in which the flat is situated.
- e) To bear and pay increase in local taxes, water charges, insurance and other such levys, if any which are imposed by concerned local authority on account of change of user of the flat by the purchaser viz. User of any purpose other than for residential purpose.
- f) The purchaser shall observe and perform all rules and regulations which the association may adopt at its inception and addition, alterations and amenities thereof that may be from time to time, for protection and maintenance of said building and flat therein and for the observance and performance of building rules, regulations & bye laws for the time being of concerned local authority and of Govt. and other public bodies. The purchaser shall observe and perform all stipulations and conditions laid down by association, regarding the occupation and use of the flat in building and shall pay and contribute outgoing in accordance with the terms of this Agreement.

[17] The vendors undertakes and warrants that neither the vendor nor his predecessor in title has obtained any loan nor shall obtain loan in future on the security of the said flat. In case any encumbrance or charge is found on the said flat the vendor shall make good loss if sustain by the purchaser in future on account of the same or any defect in title. The vendor indemnify the purchaser against any charge, encumbrance or defect in title if found

anytime in future and the vendor shall compensate the purchaser against all the losses sustained by the purchaser due to the said defect.

[18] The Vendors shall execute a deed of apartment of other apartments in the building in favour of the individual apartment owners and as such the entire said property as mentioned in the first schedule is deemed to have been owned by "**SIDDHI VINAYAK PARK APARTMENT**" CONDOMINIUM.

[19] That except the property conveyed hereunder the purchaser shall not claim any right in respect of the restricted common areas as may have been allotted to any constructed premises purchaser by the vendor.

**FIRST SCHEDULE OF THE SAID PROPERTY**

All that piece and parcel of the property bearing **Gat No. 158/1** bearing **Plot No. 42** admeasuring **278-07 Sq. Mtrs.** situated at Village **Satpur**, Tal. Dist. Nashik, within registration and sub registration District of Nashik within Nashik Municipal Corporation bounded as follows :

On or towards East : By Road  
 On or towards West : By Plot No. 48  
 On or towards South : By Plot No. 43  
 On or towards North : By Plot No. 41

**SECOND SCHEDULE OF THE PROPERTY AGREED TO BE TRANSFERED**

ALL THAT PIECE and parcel of constructed property constructed on the property as mentioned in the first schedule bearing **Flat No. 10** on the **Third Floor** admeasuring **45.53 Sq. Mtrs.** Carpet area equivalent to admeasuring **65.00 Sq. Mtrs. Built up area** in **SIDDHI VINAYAK PARK APARTMENT** alongwith **9.63%** ownership rights in the common areas as mentioned in the Declaration of Apartment bounded as follows :

On or towards East : By Side Margin  
 On or towards West : By Side Margin  
 On or towards South : By Flat No. 9 & Staircase  
 On or towards North : By Side Margin

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED  
 HEREUNTO ON THIS DAY,DATE AND YEAR FIRST MENTIONED  
 ABOVE.**

SIGNED SEALED AND DELIVERED  
 BY THE WITHIN NAMED  
**[1] MR. BABAN HARI THORAT**  
**(VENDOR)**

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SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED  
**MRS. RAMAN PANKAJ CHAUHAN**  
**[PURCHASERS]**

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**M/S. SHRIHARI DEVELOPERS**  
**A Partnership firm through its**  
**PARTNER MR. HARIKRUSHAN VITTHALBHAI DEVANI**  
**No. 3 for self and G.P.A. Holder of No. 1**  
**BUILDER**

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WITNESSES :-

1.-----

2.-----

Siddhi vinayak park/flat no. 10