

All the said Flat Premises together with all rights to enjoy the Common & General Facilities available as per the said Declaration Deed.

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

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED
THE PROMOTER No. 1
Kamal Infrabuild Pvt. Ltd.
Through its Director
1) Mr. Sanjay Digambar Malve

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED
THE PROMOTER No. 2
2-i) Mr. Sagar Subhash Kulthe

2-ii) Mr. Anil Bhupal Patil

SIGNED,SEALED& DELIVERED
by within named Purchasers.

1)Mr. Kunal Kishor Karanjkar

2)Mrs. Pooja Kunal Karanjkar

IN THE PRESENCE OF WITNESSES: -

1)

2)

11. The Vendor/Promoter do hereby, convey, acquit, release alliance and transfer all their rights, title and interest in the said Flat premises more particularly described in the schedule written hereunder unto the Purchasers for his peaceful enjoyment forever, as it's Owner.

12. All the expenses like Stamp Duty, Registration Charges, legal fees, typing and xeroxing charges and other incidental expenses of this conveyance are borne and paid by the Owner exclusively.

13. This deed of final conveyance is executed by the Vendor in favor of the Purchasers with free consent.

**DESCRIPTION OF PROPERTY
SCHEDULE - 1
(WHOLE PROPERTY)**

All that piece and parcel of N.A. land bearing Plot No. 67 & 68 admeasuring 420 Sq. Mts. Out of Survey No. 10/4/B/Plot No./67/68 situated at **Makhmalabad** within the limits of Nashik Municipal Corporation Nashik and Urban Agglomeration limits Nashik which is collectively bounded as under -

On towards East	:-	S. No. 10/4
On towards West	:-	9 Mtrs. Colony Road
On towards North	:-	Plot No. 66
On towards South	:-	Plot No. 69

**SCHEDULE-II OF THE SAID FLAT PREMISES
HEREINABOVE REFERRED TO**

ALL THAT piece and parcel of the constructed Flat No. B-04, admeasuring **Carpet Area 55.86 Sq.mtrs.** situated on **Second Floor**, from and out of "**KAMAL REGENCY APARTMENT WING 'B'**" duly constructed on the land property, more particularly described in the schedule – I written hereinabove, and bounded as under...

On towards East	:-
On towards West	:-
On towards North	:-
On towards South	:-

<u>Floor</u>	<u>Flat No.</u>	<u>Carpet Area (Sq. Mtrs.)</u>	<u>% of share</u>	<u>Owner of the Flat</u>
First	B-1	55.86	12.50	Mr Sagar Subhash Kulthe
First	B-2	55.86	12.50	Mr Anil Bhupal Patil
Second	B-3	55.86	12.50	Mr Sagar Subhash Kulthe
Second	B-4	55.86	12.50	Mr Anil Bhupal Patil
Third	B-5	55.86	12.50	Mr Sagar Subhash Kulthe
Third	B-6	55.86	12.50	Mr Anil Bhupal Patil
Fourth	B-7	55.86	12.50	Mr Sagar Subhash Kulthe
Fourth	B-8	55.86	12.50	Mr Anil Bhupal Patil

AND WHEREAS after knowing the fact that the Vendor are desirous to sell the said premises the Purchaser were interested in purchasing the in this Building **FLAT No. B-04** admeasuring Carpet Area **55.86 Sq. Mtrs. Situated on Second Floor** from and out of of **"KAMAL REGENCY APARTMENT 'B' WING"** situated at mauje Makhamalabad, Nashik, more particularly described in the Schedule II written hereunder and herein after referred to as the said **"Flat Premises"** Accordingly the Purchasers approached the Vendor and expressed his/her wish to purchase the said premises therefore the Vendor have executed these presents in favor of the Purchasers.

AND WHEREAS the Purchasers have paid the entire agreed consideration cost unto the Vendor/Promoter and, therefore, the Purchasers is put into possession of the said Flat Premises and the Purchasers is using and occupying the same.

AND WHEREAS the Purchasers, as per the terms and conditions of these presents has discharged all obligations on their part, including the payment of the consideration cost of the said Flat premises, from time to time. Therefore the Vendor having received the said entire consideration from the Purchasers is already in possession, use and occupation of the said Flat premises.

AND WHEREAS in terms with the said Declaration Deed and to acquire absolute ownership and title to the said Flat Premises it is necessary that the said Flat premises be finally conveyed unto the Purchasers by an Appropriate Deed of Apartment. Hence this indenture of final conveyance i.e. the Deed of Apartment is being executed by the Vendor unto the Purchasers of the said Flat premises. with the sole and absolute consent of the confirming party herein. The confirming party have no any objection regarding the said transaction and hereby accord their consent for the same.

AND WHEREAS accordingly the subject matter Flat premises of these presents have come to the share of the Vendor herein and accordingly they have sole and absolute right and authority to dispose of the same and in that capacity they decided to dispose off/sell the said premises. But to avoid any legal discrepancy and dispute both Vendor executed these presents.

AND WHEREAS In which the owner of The Flat No. A-1 to A-8 is Promoter No. 1, i.e. Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve & the owners of the Flat No. B-1, B-3, B-5, B-7 is Mr Sagar Subhash Kulthe and Flat No. B-2, B-4, B-6, B-8 is Promoter No. 2, i.e. Mr Anil Bhupal Patil. The details are as under:-

A-Wing(Total Flat - 8)

(Plot No. 67)

(Owner is Promoter No. 1, i.e. Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve)

<u>Floor</u>	<u>Flat No.</u>	<u>Carpet Area (Sq. Mtrs.)</u>	<u>% of share</u>	<u>Owner of the Flat</u>
First	A-1	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
First	A-2	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
Second	A-3	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
Second	A-4	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
Third	A-5	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
Third	A-6	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
Fourth	A-7	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve
Fourth	A-8	55.86	12.50	Kamal Infrabuild Pvt. Ltd. Through Director Mr Sanjay Digambar Malve

B - Wing(Total Flat - 8)

(Plot No. 68)

(Owner is Promoter No. 2, i.e. Mr Sagar Subhash Kulthe and Mr Anil Bhupal Patil)

Wing. The said buildings are constructed as per sanction of Building Permit and Commencement Certificate issued by Nashik Municipal Corporation Nashik vide **Letter No. LND/BP/PANCH/C-2/334/1962 dated 18.07.2013**. The said building is constructed by purchase of TDR vide Sale Deed dated 20.06.2013 duly registered in the Office of the Joint Sub-Registrar, Class-II, Nashik vide **Document No. 7681/2013** and said TDR is loaded on both the Wing A & B of "**KAMAL REGENCY**".

AND WHEREAS after completion of the said building "**KAMAL REGENCY APARTMENT**" the Nashik Municipal Corporation have issued Building Completion Certificate as per their letter No. **Naravi/C-2/23974/2019 dated 20.09.2019**.

AND WHEREAS the building constructed on **Plot No.67** i.e. **KAMAL REGENCY APARTMENT 'A' Wing** is owned by Promoter No.1 with all the rights thereof.

AND WHEREAS the building constructed on **Plot No.68** i.e. **KAMAL REGENCY APARTMENT 'B' Wing** is owned by Promoter No.2 with all the rights thereof.

AND WHEREAS the said **KAMAL REGENCY APARTMENT 'A' Wing & 'B' Wing** are totally residential.

AND WHEREAS in pursuance to the development of the said property and to have perfect title and legal status to each independent constructed premises of the building **KAMAL REGENCY APARTMENT**, constructed upon the said property, the Developer themselves and as Constituted Attorney of the Vendor/Promoter, submitted building plans of the said property for constructing building of **KAMAL REGENCY APARTMENT 'A' WING & 'B' WING** and constructed premises therein under the Scheme of the Maharashtra Apartment Ownership Act, 1970 and the required Declaration Deed u/s. 2 & 11 of The Maharashtra Apartment Ownership Act and Rule 3 of The Maharashtra Apartment Ownership Rules 1972, there under specifying the built-up area of each Residential Units, Ownership Percentage, Voting Rights thereto; its boundaries, access and also the common and general areas, common parking spaces and restricted areas and facilities. The said Declaration Deed is duly registered at **Serial No. 7408/2018 on dated 25.10.2018**, and, therefore, the said property is covered by the terms and conditions of the said Declaration.

ZONE NO. 14.5 GOVT. RATE:- 34,370/-
CONSIDERATION RS. :- Rs. 24,00,000/-
GOVT VALUATION RS. :- Rs. 23,04,000/-
STAMP DUTY RS. :- Rs. 1,50,000/-

DEED OF APARTMENT

THIS DEED OF APARTMENT made & executed on this th day of July in the year Two Thousand Twenty Three at Nashik.....

BETWEEN

1) **Kamal Infrabuild Pvt. Ltd. Through its Director Shri. Sanjay Digambar Malve**, Age - 51, Occ- Business, Pan. No. AAECK 2901 R Add - office. – 402, Rushiraj regency near Vidya Vikas circle, Gangapur Road, Nashik-5 hereinafter for brevity's sake referred to as the "Promoter No. 1" and who are fully empowered, and qualified to execute this Deed do hereby state as follows

2)i) **Mr Sagar Subhash Kulthe**, Age - 38, Occ - Business and Agriculturist, Pan. No. AUVPK 4371 M Add - 1513, Taksal Lane, Bhadrakali, Nashik & ii) **Mr Anil Bhupal Patil**, Age - 47, Occ - Agriculturist and Business, Pan No. ABPPP 7025 C. Add - At Post Hrupari, Dist. Kolhapur. 416001. hereinafter for brevity's sake referred to as the "Promoter No. 2" and who are fully empowered and qualified to execute this Deed do hereby state as follows.

Hereinafter referred as to the **VENDOR / PROMOTER**. (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her heirs, executors, administrators, assigns, Partners, etc.) of the **FIRST PART**.

AND

1)Mr. Kunal Kishor Karanjkar

Age - 34 Occ - Service,
Pan No. AOWPK 8869 B

2)Mrs. Pooja Kunal Karanjkar

Age - 27 Occ - Service,
Pan No. GNNPK 8209 K
Both Add – Flat No. 4, F wing,
Vasturang Enclave Ashtavinayak,
Nashik.

The Vendor/Promoter have handed over the vacant and peaceful possession of the said Flat Premises unto the Purchasers before execution of this conveyance and the Purchasers have received the same and have no any complaint regarding possession of the said Flat Premises. Now the Purchasers is entitled to retain the same forever, as its absolute owner.

2. The Vendor/Promoter declares they have completed all the formalities of allotting and transferring the Membership of of "KAMAL REGENCY APARTMENT" in respect of the Said Flat premises in favour of the Purchasers.

3. The Purchasers has satisfied himself/herself about the said area of the said Flat Premises and have no complaint regarding the same. So also, having inspected the said Flat Premises while taking possession of it, the Purchasers has inspected, verified and satisfied himself/herself regarding the quality of construction of the **KAMAL REGENCY APARTMENT** building and particularly the said Flat Premises in it, together with the amenities provided therein and the Purchasers has no reservations or objections or complaints of whatsoever nature.

4. Further, the Purchasers have understood the scope and extent of use and enjoyment of the General and Common Areas and Facilities, as well as the restricted areas and facilities. So also the Purchasers is well aware of the General and Common Areas, Common Parking Space etc. available to the said Flat Premises under the said Declaration Deed and accept the same, without any reservation or dispute.

5. The Purchasers is entitled to deal with and dispose of the said Flat premises as per his wish, in favour of any person, firm or institution and at such consideration that he/she may deem fit.

6. The Purchasers are entitled to use and occupy the said Flat premises for the purpose of the " **Residential** "

7. The Purchasers undertakes to pay the Municipal ,Revenue and other taxes ,Apartment maintenance charges, for the time being applicable and that may be imposed in future, in respect of the said Flat premises ,as Owner.

8. Electricity connection for the said Flat premises will be of the ownership of Purchasers and they will be liable to pay the bill thereof.

**NOW THIS INDENTURE OF THE FINAL SALE
WITNESSETH AS UNDER**

1. In pursuance of the terms and conditions agreed by and between the parties hereto, and upon having received the total amount of consideration of **Rs. 25,00,000 /-** (**Rupees Twenty Five Lakhs Only**) in the following manner by cash and cheque From the Purchasers, in respect of the said **FLAT No. B-04** admeasuring Carpet Area **55.86 Sq. Mtrs. Situated on Second Floor** from and out of **"KAMAL REGENCY APARTMENT 'B' WING"** more particularly described in the schedule – II, written hereunder, as well as in the said Declaration Deed, the Vendor / Promoter hereby sell, alienate, transfer, assigns and convey all that piece and parcel of the Flat premises.

Rs.	Particulars
Rs. -----/-	Rs.----- only To be Paid by purchasers Chq. No. ----- dt. ----- Drawn on ----- Bank Ltd. Nashik Branch to the Vendor/ Promoter.
Rs. -----/-	Rs.----- only To be Paid by purchasers Chq. No. ----- dt. ----- Drawn on ----- Bank Ltd. Nashik Branch to the Vendor/ Promoter.
Rs. -----/-	Rs. ----- Only received Loan from the Purchasers to the Vendor/ Promoter of --- ----- Bank Ltd. Nashik vide Chq. No. ----- - Dated -----.

Rs. 25,00,000 /- (**Rupees Twenty Five Lakhs Only**)

All payment is received by Shri. ----- Promoter No. 2 and Promoter No. 1 and Promoter No. 3 has no objection about it.

The Vendor/Promoter hereby acknowledged receipt of the above amount of consideration, received by them from the purchasers and they have no any complaint regarding the same.

Further the afore side amount of consideration of the said Flat/ Apartment along with 12.50% right in the common areas and facilities i.e. right of ownership as mentioned in the declaration of apartment registered in the office of the joint Sub- registrar Class-2 nashik.

9. The Vendor/Promoter hereby declare and assure the Purchasers-

- a) That the Vendor/Promoter is fully authorized and empowered to sell transfer and convey the said Flat premises as it's absolute legal Owner unto the Purchasers.
- b) The said Flat premises and every part thereof is free from all encumbrance of whatsoever.
- c) The title of said Flat premises is clear, valid and marketable.
- d) The Vendor/Promoter have not subjected the said Flat premises to any charge by way of mortgage, lease, gift, will, surety, attachment, injunction any oral or written Agreement inheritance or otherwise and Vendors agree to indemnify Purchasers from and against any charge encumbrance or defect in the title of the said Flat premises if found.

10. The Purchasers himself/ herself with an intention to bring all persons into whose hands the said Flat premises may come, do hereby convenient with the Vendor as follows.

- a) To maintain the said Flat premises at the Purchasers own cost in good and tenantable condition from the date of possession is tekan and shall do or suffer to be done anything in or around the building in which the said Flat premises is situated ,staircase or any passage which may be against the rules, regulations and bye-laws of the concerned local or other authority nor shall change ,alter or make any addition or deletion to the said Flat premises. or any part thereof.
- b) To obey and abide by the rules ,regulations and bye-laws of the Society/Apartment that may be formed and pay all the maintenances charges in respected of the said Flat premises promptly and regularly.

Hereinafter referred to as the **PURCHASERS** (Which expression unless it be repugnant to its context and/or meaning thereof shall always mean and include his/her respective heirs, legal representatives, executors, administrators and assigns) of **SECOND PART.**

FINAL CONVEYANCE OF FLAT NO. B-04 DECLARED AS "APARTMENT" UNDER THE PROVISIONS OF THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 U/S.5 & DECLARED AS "KAMAL REGENCY APARTMENT" VIDE DECLARATION DEED DATED 25.10.2018 REGISTERED AT SERIAL NO. 7408/2018, DATED 25.10.2018 WITH THE JOINT SUB-REGISTRAR, CLASS-2, NASHIK.

WHEREAS

The land is bearing Survey No. 10/4/B(4/2) having plot No-67 total admeasuring 210 Sq. Mts. situated at Nashik within the limit of sub-registrar- Nashik and within the limit of Nashik municipal corporation hereinafter referred to as said land No. 1 more specifically described in schedule-I is owned by Promoter No. 1.

The land is bearing Survey No. 10/4/B(4/2) having plot No-68 total admeasuring 210 Sq. Mts. situated at Nashik within the limit of sub-registrar Nashik and within the limit of Nashik municipal corporation hereinafter referred to as said land No. 1 more specifically described in schedule-I is owned by Promoter No. 2.

AND WHEREAS the said property is from and out of the final layout plan, which is approved and sanction vide order No. LND /WS LAYOUT/04/1984 dated 25/04/1984. and the said layout has been converted into Non-Agricultural Use by the Collector of Nashik.

AND WHEREAS the names of the Vendor/Promoter have been entered in the Revenue Record of respective plots of land, with clear and perfect title, free from all encumbrances and possession thereof. As such, they had absolute discretionary rights, authorities and powers to deal and dispose off the said property.

AND WHEREAS the title of the Vendor/Promoter to the said property is clear, valid, marketable and free from all encumbrances. Hence the said property is a fit property for causing development on it by constructing a building of Residential Tenements thereon.

AND WHEREAS the Vendor/Promoter decided to develop the said property and have constructed on the said Land No.1 and said No.2 a building known as "**KAMAL REGENCY**" having 'A' and 'B'