

DEED OF SALE

**This Deed of Sale is made and executed on this ___ of ___ in
2023, at Nashik.**

BETWEEN:

DR. DINESH VISHVANATH THAKARE

Age: 54 Years, Occupation: Doctor

R/o.: Flat No. 20, Shreya Heights, Near Pratibha Residency, Sadguru
Nagar, Nashik - 4220089

AADHAR No.: 3213 4839 7882

PAN No.: AAAPT9272F

Hereinafter referred to as the '**FIRST PARTY/VENDOR**', (which expression, unless otherwise repugnant to the context or meaning thereof, shall be deemed to include his legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND:

MR. KALIPRASAD JAYRAJ BHATT

Age: 49 Years, Occupation: Practicing Chartered Accountant

R/o.: Flat No. 302, Amrapali Tower, A-Wing, Ashoka Marg, Nashik.

AADHAR No.: 9136 6820 5121

PAN No.: AEWPB5861J

Hereinafter referred to as the '**SECOND PARTY/PURCHASER**', (which expression, unless otherwise repugnant to the context or meaning thereof, shall be deemed to include his legal heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

1) History of the subject matter of this Sale is as follows:

WHEREAS, the property (*more particularly described in Schedule I below*) and hereinafter referred to as the, "**said flat**" was constructed in the building known as **SUKH-DHAM CO-OPERATIVE HOUSING SOCIETY LTD.** on the land (*more particularly described in the*

Schedule-II below) which was duly converted to 'non-agriculture' tenure vide the Collector's Order bearing reference number **RB.D.III.LNA.SR.226/2193/80** dated **21/11/1980**. The Sukh-Dham Co-operative Housing Society Ltd. (*hereafter referred to as the 'said society' for the sake of brevity*) was duly registered bearing number **NSK/(NSK)/HSG/(TC)/2949/96** dated **29/03/1996**.

The developers were permitted to construct a building upon the land via **Commencement Certificate No. BP/1113/4203** dated **21/01/1997** which was later cancelled and a fresh Commencement Certificate No. **LND/BP/432/144** dated **11/06/1998** was issued. Subsequently, **Completion Certificate bearing No. NAGARRACHANA/1253** dated **30/12/1998** was also obtained.

The said flat was previously owned in its entirety by Mr. Parkalayil Methew Thomas and his wife Mrs. Leelamma Thomas who had purchased it from the Sukh-Dham Co-operative Housing Society Ltd. Nashik, operating through its then Chairman Mr. Ratilal Devji Pokar via **Articles of Agreement** bearing number **2636/1999** duly executed and registered at the office of the Sub-registrar at Nashik-1 on **12/03/1999**.

Since Mr. and Mrs. Thomas were residents of Muscat and were not occupying the said flat, they sold it along with all the rights to enjoy it to the First Party mentioned above via a Deed of Transfer bearing number **9821/2007** duly executed and registered at the office of the Joint Sub-registrar at Nashik-1 on **23/10/2007**.

They also transferred to the First Party herein, the **5 fully paid-up shares of Rs. 50/- each** of the said society, bearing distinctive **numbers 61-65**, incorporated in the share certificate issued by the said society.

It should be noted that this Deed of Transfer was executed by the Mr. and Mrs. Thomas' General Power of Attorney holder Mr. K.K. Thomas; who was also the brother-in law of Mr. Thomas. The said General Power of Attorney was also duly notarised, twice (one for Mr. Thomas and the other for Mrs. Thomas) bearing notarial register numbers **1914** dated **26/09/2007** and **1915** dated **26/09/2007**, respectively.

2) Rights to sell

Upon the execution and registration of the Deed of Transfer bearing number 9821/2007, the above-mentioned First Party has become the absolute owner and possessor of the said flat and has all the legal rights to sell it. When the Second Party came to know of the First Party's intention to sell the said flat, he approached the First Party and negotiated the said sale and transfer. Thus, the First Party has decided to sell the said flat to the Second Party mentioned above and the Second Party has agreed to purchase it from him upon the terms and conditions set forth and on an '**AS IT IS, WHERE IT IS**' basis.

The First Party has assured the Second Party that the said flat is free from any and all encumbrances and that no heir, successors, banks or any other person or entity has any rights, titles, charge or claim of any nature whatsoever, and as such, the First Party is fully competent to enter into this Deed of Sale and to transfer all his rights in favour of the Second Party on the terms and conditions agreed upon hereunder.

NOW THIS DEED WITNESSETH AS FOLLOWS:

- a) That the First Party agrees to sell the said flat in favour of the Second Party, who agrees to purchase it for a total consideration of **Rs. 38,00,000/- (Rupees Thirty-Eight Lakhs Only)**. The Second Party agrees to pay the said amount in the manner described as follows:

AMOUNT (In Rupees)	PARTICULARS
1,00,000/- (One Lack Only)	Paid in 3 instalments as <ul style="list-style-type: none"> • Rs. 50,000/- (Rupees Fifty Thousand Only) UTR No.: 328061180701 on 07/10/2023 • Rs. 40,000/- (Rupees Forty Thousand Only) UTR No.: 328174259285 on 08/10/2023 • Rs. 10,000/- (Rupees Ten Thousand Only) UTR No.:

	328100586562
25,00,000/- (Twenty-Five Lakhs Only)	By loan issued by Bank of Baroda _____
12,00,000/- (Twelve Lakhs Only)	_____

- b) That both Parties agree that the said consideration is reasonable, as per the government value of the said price prevailing at the current time, and arrived at upon extensive negotiations between themselves.
- c) That the said amount of Rs. 1,00,000/- has been paid by the Second Party to the First Party as **part payment** of the entire consideration and the First Party hereby acknowledges receipt of the same and declares that no dispute arises out the said part payment.
- d) That the balance amount of Rs. 25,00,000/- shall be paid by the Second Party to the First Party through loan issued by Bank of Baroda and the remaining Rs. 12,00,000/- upon execution and registration of a Deed of Sale. This term is hereby agreed and accepted by both parties.
- e) That the First Party assures the Second Party that the said flat is free from all encumbrances such as prior sale, gifts, mortgage, litigations, disputes, stay orders, attachments, modifications, acquisitions, charges, liens, sureties, securities, HUF, benami, third-party ownership, or any other registered or unregistered encumbrances and that if this fact is found to be otherwise as a result of which the ownership/possession of the Second Party is threatened, the First Party shall indemnify the loss so suffered by the Second Party. The Second Party agrees that he has satisfied himself of the marketability and clarity of the First Party's title to the said flat.
- f) That upon execution of this Deed of Sale, the First Party doth hereby admit, acknowledge, acquit, release and discharge the Second Party from making any further payment thereof, and

the First Party doth hereby ***sell, convey, transfer and assign*** up to and to the use of the Second Party, the said flat together with the waterways, easements, advantages and appurtenances, and all estate, rights, title and interest of the First Party, to and upon the said flat, ***TO HAVE AND TO HOLD*** the said flat hereby conveyed upon the Second Party, absolutely and forever.

THE FIRST PARTY DOT H HEREBY COVENANT WITH THE SECOND PARTY AS FOLLOWS:

- a) That the said flat more particularly described in the schedule below shall be quietly and peacefully entered into, held and enjoyed by the Second Party without any interference, interruption or disturbance from the First Party, or any other person/entity claiming through/under him.
- b) That the First Party has absolute right, title and full power to sell, convey and transfer unto the Second Party by way of absolute sale and that the First Party has not done anything, or knowingly suffered anything because of which his right and power to sell and convey the said flat to the Second Party is frustrated.
- c) That the said flat is not subjected to any encumbrances, mortgages, charges, liens, attachments, claims, demands, acquisition proceedings by the government, or anyone else whatsoever. The First Party shall indemnify the Second Party if any such aspects arise in the future.
- d) That the First Party declares that he has paid all taxes, rates and other outgoings that are due to be paid to local authorities such as property tax, water tax, electricity bills, etc. related to the said flat till the date of execution of this Deed of Sale and that the Second Party shall bear the same hereafter. If any arrears are found pertaining to the period prior to the execution, they shall be discharged by the First Party.
- e) That the First Party has handed over the vacant possession of the said flat to the Second Party on this day of execution, along with the original title documents as mentioned in the averments above.

- g) That the First Party shall, at all times, and at the cost of the Second Party, execute, register or cause to be done all such acts and deeds for perfecting the title of the Second Party in the said flat sold and conveyed herein. This includes, but is not limited to providing signatures at the Sub-registrar's office, obtaining the No Objection Certificate for sale from the office of the said society, to facilitate transfer of shares in the name of the Second Party, making application for change of ownership of electricity meter, etc.
- f) That all the charges related to the execution and registration of this Deed of Sale such as stamp duty, registration fees, etc. shall be born exclusively by the Second Party.
- g) That the Second Party shall abide by all the rules and regulations of the said society and not store any hazardous material/goods; nor shall he conduct any such activity that causes disturbance or otherwise be detrimental to the said society.
- h) That the First Party hereby covenants and assures the Second Party that the Second Party is entitled to have his name mutated in any and all public records as absolute owner of the said flat.

SCHEDULE - I

All that piece and parcel of **Flat No.13 (Thirteen)**, admeasuring built-up area of **915.00 Sq. Ft. i.e., 85.03 Sq. mtrs., on the 2nd (Second) floor** in the building known as **SUKHDHAM CO-OPERATIVE HOUSING SOCIETY LTD.**, including **Light Meter Consumer Number 049011825256** having its Nashik Municipal Corporation **Index Number 70706390**, which is constructed on the land mentioned & bounded towards the: -
EAST: - Flat No. 12
WEST: - Flat No. 14
NORTH: - Staircase and Passage
SOUTH: - Side Margin

SCHEDULE - II

All that piece and parcel of land bearing Survey Number **624/4+5A+5B/2, final Plot Number 16**, admeasuring an area of **1050.89 square metres**, situated near **Saint Francis High School, Tidke Colony, Nashik - 422002, Village Nashik, Taluka and District Nashik**, falling within the jurisdictional limits of the Nashik Municipal Corporation and bound as follows:

ON OR TOWARDS THE EAST: Govt. quarters compound wall.
ON OR TOWARDS THE WEST: 7-Meter-wide Road.
ON OR TOWARDS THE NORTH: 9-Meter-wide Road.
ON OR TOWARDS THE SOUTH: Plot No. 17

IN WITNESS WHEREOF, THE FIRST PARTY AND THE SECOND PARTY HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR WRITTEN FIRST ABOVE.

SIGNED, SEALED & DELIVERED by the within named FIRST PARTY:

DR. DINESH VISHWANATH THAKRE

SIGNED, SEALED & DELIVERED by the within named SECOND PARTY:

MR. KALIPRASAD JAYRAJ BHAT

WITNESSES: 1) _____
2) _____