

Ready Reckner Chart No. : 14.6 Makhmalabad Shivar
Area of Row House : 81.82 Sq.Mtrs.(Carpet)
Area of Plot : 104 50 Sq.Mtrs.
Govt.Valluation Rs. : 30,88,000/-
Consideration Value Rs. : 44,90,000/-
Stamp Rs. : 2,69,400/-
Registration Fee Rs. : 30,000/-

//SHREE //

FINAL CONVEYANCE (SALE DEED)

THIS DEED OF FINAL CONVEYANCE is made and
executed at Nashik on this day of November 2023. .

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BETWEEN

SURYA PROPERTIES (NASHIK) PVT.LTD.(AAGCS 7297 G) the Registered Company having its Office at : 7 & 8, first Floor, Sahyadri House, Mico Circle Trimbak Road, Nashik, through Director's

1] Mr. PRADEEP MADANLAL GUPTA, Age : 65 Years, Occupation : Business (Aadhar No.7476 4957 7095) (PAN.ABFPG 6302 F)

2] Mr. SANJEEV RAMCHANDRAADGAONKAR, Age : 64 Years, Occupation : Business, (Aadhar No.5552 1778. 9345) (PAN.ADDPA 1540 K)

Hereinafter referred to as "**VENDOR'S**" & "**OWNER'S**" (Which expression shall unless repugnant to the context and meaning thereof mean and include its other Partners, Administrators, Assigns etc.) of the **FIRST PART.**

AND

1] Mr. ABHIJEET SURESH MORE (Aadhar no.3264 0604 1336) (PAN.DBQPM 9349 G.) aged about 32 Years, Occupation : Service.

2] Mrs. RAJASHRI SURESH MORE (Aadhar no.9428 3039 6944) (PAN.AQDPM 3048 H.) aged about 51 Years, Occupation : Housewife

Both R/o., Block No.402, Building No.05, Royal Residency, Birla Road, Aadharwadi Chowk, KALYAN(west) -421301.

Hereinafter referred to as "**PURCHASER/S**" (Which expression shall unless repugnant to the context and meaning

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thereof mean and include its other Partners, Administrators, Assigns etc.), of the **SECOND PART**.

A). We, 1] **Mr. PRADEEP MADANLAL GUPTA** and 2] **Mr. SANJEEV RAMCHANDRA ADGAONKAR**, Directors of Surya Properties (Nashik) Pvt. Ltd. ("Owner") are the absolute and lawful owner of land area 2232.08 sq.mtrs of Plot Nos. 57 to 62/1 to 16 and 65 To 70/1 to 16 of S.No. 569 situated at Makhmalabad SHIVAR, Nashik, within the limit of Nashik Municipal Corporation, Nashik. We (Owners) have purchased said Plotted area from Mr. Devidas Devram Kakad and Mr. Gokul Devram Kakad by way of Sale Deed. Firstly We have Purchased Plot Nos. 58 to 62, 66 to 70 from Mr. Devidas Devram Kakad and his family members for the total cost of Rs. 82,23,000/- Said Sale Deed has been registered in the office Joint Sub Registrar Class II, Nashik-05 at the serial No. 324/2017 dt. 20/01/2017. As per the Said Sale Deed our name has been recorded in the record of rights of said Plot properties as per mutation no. 34294 Then we have purchased the Plot No. 57 and 65 from Mr. Gokul Devram Kakad and his family members by way of Sale Deed. Said deed has been registered in the office of Joint Sub Registrar Class II, Nashik-04 at the serial No. 6848/2020 dt. 22/09/2020. So, our names has been recorded in the village revenue record of rights of properties by certifying M.E. Nos. 40538.

Whereas, We have made amalgamation and subdivision of Plot Nos. 57 to 62 and 65 to 70 of S.NO. 569, thereby created 32 residential Plots measuring **Total Area 2232.08 sq.mtr.** ("Said Land") out of S.No 569 situated at Makhmalabad Shivar, within the limit of Nashik Municipal Corporation,

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Nashik, Tal. & Dist. Nashik. Which is finally sanctioned by Nashik Municipal Corporation, Nashik vide letter No. Outward No. / Town Planning Dept. / AML-Subdivision / 605 / 2021, dt. 18/02/2021. To give effect of Sub division layout in the village record mutation entry No. 41839 has been mutated and certified.

The Said Land is earmarked for the purpose of Row Houses [residential purpose] project, comprising Row Houses and and the said project is to be known as 'SURYA ELITE' ("Project")

AND WHEREAS. Owner's has set up 32 Row Houses as per the sanctioned building plan on the land area 2232.08 Sq Mtrs. and given the Name as "SURYA ELITE APARTMENT" to the said Project. Now as per the Building Plan Owner's have completed the construction of said Building project and accordingly. Nashik Municipal Corporation has given Occupation Certificate of the said project vide letter No. Nashikroad/C-01/859/2021 DT 23/11/2021.

AND WHEREAS, Owner's has agreed to Sale the Row House No. 25 (Twenty Five) its Carpet Area 81.82 Sq. mtrs. situated on the land area of Plot No. 65 to 70/8, its Area 104.50 Sq. mtrs. (More particularly described in the Schedule 'B' written hereunder and hereinafter referred to as the said Property) to the Purchaser's for the total consideration amount of **Rs. 45,00,000/** **AND WHEREAS,** Purchaser's have agreed to pay consideration amount as above mentioned to Owner's and details of payment has been shown in the Payment schedule of

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this deed. Hence, Owner's hereby executed this Deed of Conveyance (Sale Deed) in favour of Purchaser's

AND WHEREAS, Said Property i.e. **Row House No.25** and land area of **Plot No.65 to 70/8** are the part and parcel of said Project i.e. "Surya Elite Apartment", particularly described in the Schedule 'A'.

**NOW THEREFORE THIS DEED WITNESSETH AS
HEREIN :**

1] That for total consideration of **Rs.44,90,000/- (Rupees Forty Four Lakh Ninety Thousand only)** the Vendor's do hereby convey, alienate and transfer all his/their rights to the Purchaser's of the said property as described in the Schedule 'B' written hereunder.

2] Owner's hereby handed over the possession of the said property to the Purchaser/s demarcating the boundaries of land/ Plot area and all the facilities which are given and attached to the said Row house. Purchaser/s also accepted the actual possession of the Said property

3] The Purchaser/s is satisfied about the Possession as well as area of the said Row House and Plot area, quality of Construction, Common facilities and amenities provided in the Said House and project. The Purchaser/s has/have no complaint about the same. The Purchaser/s shall never raise any objection about the same.

4] By virtue of this Deed , the Purchaser/s has /have become the absolute and exclusive Owner of the said Property i.e. **Row House No.25 and Plot No.65 to 70/8** alongwith the proportionate right in common areas and facilities as defined in

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the declaration of Apartment as described in the Schedule written hereunder.

5] Subject property is free from any encumbrances, charges and defect in the title and that the land owner/Vendor have not subjected to any charge, by way of mortgage, lien, lease, gift, oral or written agreement, Will, partnership etc. The Purchaser/s has verified the title of the said property and ownership of Owner/Vendor and is satisfied about the same. So, the Purchaser/s has no complaint regarding the title of the said land and ownership of Vendor's

6] The Purchaser/s shall enjoy the Ownership and Possession of the said Row house and land area under the said Row House conveyed hereunder as absolute and exclusive Owner without any disturbance or obstruction from the land Owner or the Vendor or anybody claiming through them.

7] All the rate, taxes etc. in respect of the said property shall be borne and paid by the Purchaser/s from the date of receipt of Possession.

8] Expenses of the Stamp duty, Registration charges of subject property is paid by Owner, which is included in the total cost of said property.

9] That the Purchaser/s have received the copy of Declaration of Apartment and has read, understood the contents therein. The Puchaser/s agrees to abide by all the terms and conditions as mentioned in the laws of the Apartment and agrees to enjoy the said Apartment/Row House alongwith the other Apartments Owners in the manner as mentioned in the Declaration of Apartment. The Purchaser/s shall be bound by the bye-laws of "SURYA ELITE APARTMENT" and shall bear and pay his

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proportionate share or part in common expenses as per "SURYA ELITE APARTMENT" and rules bye-laws framed thereunder. The Purchaser/s shall not do any work, which would jeopardize the soundness or safety of the building or reduced the value thereof or impair any easement to the said property.

10] Purchaser's shall bear and pay all local taxes, water charges, insurances and other such levys, if any which are imposed by concerned local authority and also the Govt. taxes for land area under the said Row house.

11] No oral or written commitment has been done for retransfer of Said property between the Vendor's /Owner's and Puchaser's.

12] That this Deed of Conveyance is being executed pursuant to and for the purpose of Maharashtra Apartment Ownership Act, 1970.

13] This Deed of Conveyance is binding on the Vendor's as well as Purchaser's, their successor's, Assignor's, legal representative etc.

14] Vendor's has handed over all the paper's, permissions, documents to the Puchaser's. So, Purchaser's has satisfied himself/themselves about all the papers, documents, permissions relating to the title of subject property. So, he/they have no complaint against Owner's.

15] By this deed Purchaser's can record his/ their names to all the record of rights of property. Owner's will give their consent for the same without any cost.

16] The aforesaid Amount of consideration is fixed with mutual consent of the parties and there is no dispute about the same. The Vendor's has received from the purchaser/s the

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aforesaid total amount of consideration in the following manner :

<u>Amount Rs.</u>	<u>Particulars</u>
Rs. 25,000/-	(Rs. Twenty Five Thousand Only) Received by IMPS ref.No.332113863275 dt.17/11/2023.
Rs. 75,000/-	(Rs. Seventy Five Thousand Only) Received by IMPS ref.No 332176834519 dt.17/11/2023.
Rs. 3,00,000/-	(Rs. Three Lakh Only) Received by IMPS Ref.No.332214882487 dt.18/11/2023
Rs. 1,00,000/-	(Rs. One Lakh Only) Received by IMPS ref.No.332415707276 dt.20/11/2023.
Rs. 39,90,000/-	(Rs. Thirty Nine Lakh Ninety Thousand Only) Purchasers have applied to get loan from State Bank of India and got sanctioned loan amount from said Bank. So, Purchasers assured to Owners to pay this amount within one month from the execution of this deed

Total Rs: 44.90,000/- (Total Rs. Forty Four Lakh Ninety Thousand only)

Above cheque payment subject to realization.

SCHEDULE "A" OF THE SAID PROPERTY

Project which is known as " SURYA ELITE APARTMENT" set up on the non-agricultural Plot Nos. 57 to 62/1 to

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16 and 65 to 70/1 to 16 total admeasuring Area 2232.08 sq.mtrs of S.No.569 situated at MAKHMALABAD SHIVAR, within the limit of Nashik Municipal Corporation, Nashik, Tal.and Dist Nashik. bounded as follows :
Towards East : 9.00 mtrs.wide Colony Road.
Towards West : 9.00 mtrs wide Colony Road.
Towards South : 9.00 mtrs wide Colony Road.
Towards North . Adjacent Plot area of plot nos.56 and 64.

SCHEDULE "B" OF THE SUBJECT PROPERTY OF THIS DEED

All that piece and parcel of the constructed pre-mises bearing Unit /Row House No.25 (Twenty Five) its Area 81,82 sq.mtr.(Carpet Area) situated on the Plot No.65 to 70/8 its Area 104.50 Sq.mtrs. in "SURYA ELITE APARTMENT" of S.No.569 Shivar Makhmalabad-2 Shivar within the limit of Nashik Municipal Corporation, Nashik is bounded as follows :

Towards East : Adjacent Row House No.08.
Towards West : 9.00 Mtrs.wide Colony Road.
Towards South : Adjacent Row House No.24.
Towards North : Adjacent Row House No.26.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED ON THIS DAY, DATE AND YEAR FIRST MENTIONED ABOVE SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED

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1] **Mr.PRADEEP MADANLAL GUPTA**

(Director of Surya Properties (Nashik) Pvt.ltd)

2] **Mr. SANJEEV RAMCHANDRA ADGAONKAR**

(Director of Surya Properties (Nashik) Pvt.Ltd)

(NOS.1 TO 2 VENDORS)

3] **Mr.ABHIJEET SURESH MORE**

(1)	

2) Mrs. RAJASHRI SURESH MORE
(PURCHASER/S)

Witnesses :

1) Mr. Suraj Bandu Dandgval -----

2) Mr. Rajendra Pandurang Somvanshi -----

