

DEED OF FINAL CONVEYANCE

THIS DEED OF FINAL CONVEYANCE MADE AND EXECUTED AT PUNE ON
THIS _____TH DAY OF _____ IN THE YEAR 2022;

B E T W E E N

JADE BUILDCON PVT. LTD. A Company Registered under the provisions of the Companies Act, 1956, Having its office at 702, Mont Real, Tower 2, Behind Mauli Petrol Pump, Baner Road, Pune - 411045 (PAN No. AACCJ8733E) through its Director **MR. JASDEEP SINGH BEDI** Age: ____ years, Occ: Business, Add: As of the Company (PAN No. ABGPB3885M) through its duly constituted Power of Attorney Holder **M/s. KIRAN CREATORS AND DEVELOPERS**, A proprietary concern through proprietor **MR. KASHINATH GANESH NEHETE**, Age 35 Years, Occ. - Business, Add: SaiKrupa Building, Ground Floor, Prabhat Road, Erandwane, Pune - 411004, hereinafter shall be referred to as the “**VENDOR NO.1**”/ “**OWNER**”, Which expression shall, unless repugnant to the context or meaning thereof mean and include said company, its director, his executors and approved assigns / nominees only

--- **PARTY OF FIRST**

PART

AND

M/s. KIRAN CREATORS AND DEVELOPERS, A proprietary concern through proprietor **MR. KASHINATH GANESH NEHETE** (PAN NO. AEJPN3743G), Age 35 Years, Occ. - Business, Add: SaiKrupa Building, Ground Floor, Prabhat Road, Pune, hereinafter referred to as the “**VENDOR NO. 2**”/ “**PROMOTER**” which expression shall unless it be repugnant to the context or meaning thereof shall mean and include said proprietary firm, its proprietor, his legal heirs, executors, administrators and assigns etc.

--- **PARTY OF THE SECOND PART**

AND

KIRAN SHUBHARAMBHCO-OPERATIVE HOUSING SOCIETY LTD. A co-operative Housing Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 and Rules 1961 thereunder (Registration No.PNA/PNA(2)/HSG/(TC)/21997/2021-21dated 05/11/2022)having its registered office at: S. No. 132, Baner, Pune - 411045 through its -

i) Chairman -

MR. _____

Age. _____ Years, Occ. Service,

R/at: Flat No _____, Building No. _____,

KiranShubharambh, S. No 132, Baner, Pune

ii) Treasurer -

MR. _____

Age _____ Years, Occ. Service

R/at: Flat No _____, Building No. _____,

KiranShubharambh, S. No 132, Baner, Pune

iii) Secretary -

MR. _____

Age _____ Years, Occ. _____

R/at: Flat No _____, Building No. _____,

KiranShubharambh, S. No 132, Baner, Pune

(signatories are authorized and draft of present deed approved by Resolution of General Body of the society in A. G. M. dated _____), hereinafter referred to as the "**PURCHASER**", (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said co-operative society, its successors in interests and assigns etc.) --- **PARTY OF THIRD PART;**

WHEREAS:

- A. That the properties bearing (i) area adm. 2.5 Ares from and out of **Survey No. 132 Hissa No. 5** totally adm. 5 Ares, (ii) area adm. 1.23 Ares from and out of **Survey No. 132 Hissa No. 6** totally adm. 5 Ares, (iii) **Survey No. 132 Hissa No. 7/1**adm. 3.5 Ares, (iv) **Survey No. 132 Hissa No. 7/2**adm. 3.5 Ares, (v) **Survey**

No. 132 Hissa No. 8 adm. 5 Ares, (vi) **Survey No. 132 Hissa No. 9** totally adm. 8 Ares, (vii) **Survey No. 132 Hissa No. 10** adm. 1 Ares and (vii) **Survey No. 132 Hissa No. 11** adm. 5 Ares aggregating to contiguous portion of land adm. 29.73 Ares situated at Village Baner Taluka Haveli District Pune and within the limits of Pune Municipal Corporation (herein after referred to as the '**SAID PROPERTY**') belongs to Vendor No. 1/ Owner, herein;

- B. That Vendor No. 1/ Owner granted the rights of development and sale of units in respect of said property in favour of Vendor No. 2/ Promoters by virtue of a Development Agreement and Irrevocable General Power of Attorney, both, dated 21/4/2017. The said Development Agreement and Irrevocable General Power of Attorney, both, are registered in the office of Sub Registrar Haveli No. 25 at Sr. No. 4449/2017 and 4450/2017. Consideration of the said Development Agreement is agreed in form of construction to the extent of 50% (fifty).
- C. That Vendor No. 2/ promoters and Vendor No. 1/ Owner executed Supplementary Development Agreement dated 20/07/2018 thereby revised the terms and conditions regarding the consideration of the Development Agreement dated 21/04/2017. According to said Supplementary Development Agreement dated 20/07/2018 Vendor No. 1/ Owner is entitled to 25% (Twenty Five) construction from and out of total available construction upon the said property. The said Supplementary Development Agreement is registered in the office of Sub Registrar Haveli No. 15 at Sr. No. 9869/2018.

According to said Supplementary Development Agreement the units described in Annexure 'I' have been earmarked for the Owner/ Vendor No. 1, towards the consideration to the extent of 25% construction.

D. SANCTIONED PLANS :-

That Vendor No. 2/ Promoters amalgamated the adjoining portions comprising of said property and got sanctioned the plans of the building upon said property from Pune Municipal Corporation vide Commencement Certificate No. CC/3187/2017 dated 5/3/2018 and revisions thereof have been sanctioned by Pune Municipal Corporation vide Revised Commencement Certificate No. CC/0074/2020 dated 11/06/2020, revised Commencement Certificate No. CC/2068/2020 dated 19/03/2021 and revised Commencement Certificate No. CC/2570/2021 dated 29/11/2021

- E. According to the above mentioned sanctioned plans the areas have been carved out, for specific utilization/s, as under -

Designation/ User	Area (Sq. Mtrs.)	Remark
Area of Plot	2973.00	As per 7/12 extracts
Area of plot	2958.59	Area considered
Area under Road acquisition	58.75	FSI in lieu availed
Area under existing internal road	19.26	FSI in lieu availed
Transformer Area	25.00	FSI in lieu availed
Recreational Open Space	295.87	FSI in lieu availed
Permissible FSI, TDR (40%)	1152.23	--
Permissible Paid FSI	1440.29	--
Ancillary FSI	989.17	--
Total Built Up Area	5874.90	In form of single building comprising of Wing A, B and C having P + 8 floors

According to above sanctioned layout details of building are as under:-

Wing No.	Structure	Tenements	Stage
A	Parking + 8 floor	31	Occupancy Received
B	Parking + 8 floor	31	Occupancy Received
C	Parking + 8 floor	31	Occupancy Received

- F. According to the sanctioned plans promoter implemented the scheme of development and sale of units styled as ‘KIRAN SHUBHARAMBH’ in from of three wingsi.e. ‘A, B and C’ (hereinafter referred to as the ‘SAID PROJECT’ and more particularly described in ‘SCHEDULE I’ hereunder).
- G. That according to sanctioned plans promoter completed the construction of said project and obtained Occupancy Certificates from Pune Municipal Corporation as detailed hereunder -

Wing	Occupancy Certificate Number	Date of Occupancy Certificate Number
A	OCC/0075/2020	30/06/2020
B	OCC/0381/2020	23/10/2020
C	OCC/ 0977/2021	06/01/2022

H. As mentioned above Promoter completed the construction of the said project i.e. ‘KIRAN SHUBHARAMBH’ comprising of Three Wings i.e. Wing A , B and C having total 94 apartments and total FSI adm.**5874.90** Sq. Mtrs. with additional area of balcony adm.485.70 Sq. Mtrs., staircase area adm.331.82 Sq. Mtrs., lift area adm.13.20 Sq. Mtrs. and lift machine area adm28.85 Sq. Mtrs. and common passages, staircase, lift, lift machine room, top terrace, overhead water tank, entrance lobby, parking area etc. (excluding area under Road acquisition adm.58.75 Sq. Mtrs.)(herein after referred to as the ‘SAID PROJECT’ and more particularly described in ‘SCHEDULE I’ hereunder which is subject matter of this Sale Deed)

- I. During the course of implementation of the said project the promoter, herein, entered into and registered the Agreements for Sale of the units in the scheme upon the Said Property in favour of various purchasers as contemplated under the provisions of the Maharashtra Ownership Flats Act, 1963. Details of all such Agreements, their registration numbers, payment of the full stamp duty and registration charges thereon etc. are given in the **Annexure "A"** hereunder
- J. According to the terms of the Agreements with various unit purchasers in the Said Scheme, the Promoters carried out construction of all the units according to agreed specifications as well as the Promoters carried out all the activities of the overall development of the said scheme and common access, facilities, amenities, etc. therein.
- K. That the promoters have also formed Co. Operative Housing Society of flat purchasers under the name and style as "**KIRAN SHUBHARAMBHCO - OPERATIVE HOUSING SOCIETY**" and have registered the same with the Deputy Registrar Co-operative Societies Pune vide Registration No. PNA/PNA(2)/HSG/(TC)/21997/2021-21 dated 05/11/2022)i.e. the Purchaser, herein,
- L. Accordingly the promoters decided to finally convey the said project to the purchaser society.
- M. The purchaser society in its First Annual General Meeting dated _____ approved the draft of present Final Conveyance and further authorized the signatories who are signing this Deed thereby authorising them to sign present final conveyance for and on behalf of the purchaser society.

Hence, the promoter herein have decided to cause, execute and register the final conveyance of the said building alongwith land in favour of the purchaser society by this Deed.

NOW THIS DEED OF FINAL CONVEYANCE WITNESSETH AS UNDER:

1. The Vendors/ Owners, herein, individually and collectively do hereby finally sell, convey, transfer and assign the said project '**KIRAN SHUBHARAMBH**' comprising of single Building having three Wings i.e. A, Band C having total 93residential Flats total FSI adm.**5874.90** Sq. Mtrs. with additional area of balcony adm.485.70 Sq. Mtrs., staircase area adm. 331.82 Sq. Mtrs., lift area adm. 13.20 Sq. Mtrs. and lift machine area adm28.85 Sq. Mtrs. and common passages, staircase, lift, lift machine room, top terrace, overhead water tank,

entrance lobby, parking area etc. (excluding area under Road acquisition adm.58.75 Sq. Mtrs.)as described in the **Schedule** hereunder alongwith all their rights, title, claims or interests without any reservations of the Vendor/ Promoter, in favor of the Purchaser Society, herein, as the nominee of all the unit purchasers in the Scheme and for the consideration already received by the promoters from the flat purchasers/ society members, fully and in all respects.

In consideration of the receipt of consideration from the respective units purchasers in the said scheme under the agreements as detailed in “Annexure A” herewith, the promoter, herein, does hereby consent to and confirm the present conveyance in favour of the purchaser society.

2. The Promoter/ Vendors/ Owners do hereby grant, sell, assign, release, convey and transfer all the rights, title and interests in respect of the said Schedule I Property (Which is more particularly described in the **Schedule** written hereunder) to the Purchaser Society. Thus by virtue of the present Deed Purchaser Society has become the absolute and legal owner of the Schedule I property

3. All the Unit Purchasers i.e. Members of the Said Society have paid entire consideration for their respective units to the Promoter, herein, under terms of the Agreements between themselves and promoters, owners. The area, cost and the name of the Unit Purchasers is described in the list attached herewith and same is part and parcel of the present Conveyance Deed.

4. The Promoter/ Owners hereby transfer and convey the land and structure thereon of the Schedule building to the Purchaser Society as the owners and occupiers thereof without reserving any right, title and interest in schedule property Henceforth all the benefits and advantages shall belong to purchaser society.

5. The Promoter/Vendors/Owners herein further assure that the Schedule property is free from all encumbrances and have clear and marketable title. There are no outstanding encumbrances, lien, charges, mortgage, or notices of requisition, reservation and acquisition from the central or State Government or any other Government Authority or rights of protected tenants under any statute and same is not subject matter of any litigation in any court of law nor there is any order restraining the transfer or development of the said property of any court of law and they have not agreed to sale, transfer or assign the said property or any part thereof to any court of law and they have not agreed to sell, transfer or assign the said property or any part thereof to any other person/s,

nor they have accepted any amount by way of earnest, deposit or consideration from anyone with respect to the said property and that they are entitled to enter into this arrangement by virtue of this present Deed of Conveyance.

6. That the Purchaser Society does hereby declare and confirm that the possession of the various units/ flats has been already taken over by their respective member/ purchasers from the Promoter/ Vendors/ Owners and they have been in actual possession of the same. The Promoter/ Vendors/ Owners confirm that they have handed over the vacant and peaceful possession of the Schedule I property to the Purchaser Society;

7. That the Purchaser Society herein is satisfied with the quality of construction carried out by the Promoter/Vendors/Owners in and upon the Said Property/Land as per approved terms and conditions of the sanction.

8. That, the Purchaser Society and their members all the time hereafter peacefully and quietly enter and possess and enjoy Schedule I property and every part thereof and have entitled to receive the rent, yield & profits thereof without any lawful eviction, interruption, claim or demand;

9. The Purchaser society herein for self and for all its members does hereby declare that:

- a. The purchaser society has acquainted has itself as well as caused all its members to know and understand the nature of entire project, common amenities, facilities, contribution for such common areas and facilities as well as the nature of organizations of units holders in the entire project.

That the purchaser has no query/ objection in respect of the title to the Said Property and rights of the Promoters,

- b. Promoters have carried out the construction of all the units, overall development of the spaces, parking spaces, amenities and facilities in all respects and to the full satisfaction of the purchaser and there are no works/ obligations, balance/ outstanding from the Promoters,
- c. Purchaser have received the custody of all the original title deeds, plans, charts, society records etc, in respect of the Said buildings and the purchaser society and there is no compliance balance/ due from Promoters,

d. The details of common and restricted common areas and facilities given as under -

DETAILS	SCHEDULE/ ANNEXURE
Specifications	SCHEDULE II
Nature, extent and description of the common areas and facilities	SCHEDULE III (A)
restricted common areas and facilities	SCHEDULE III (B)
External Development Works	SCHEDULE IV (A)
Internal Development Works	SCHEDULE IV (B)

- e. Purchaser herein is well aware that the common spaces mentioned in Annexure B herein shall be kept common forever,
- f. There are no outstanding compliances to be carried by the Promoters,
- g. Purchaser herein does hereby undertake to pay and discharge in entire the taxes, cesses, charges, duties and dues accruing hereafter in respect of the Said Buildings,
- h. The affairs of the Purchaser society shall be conducted in the manner prescribed by the By - Laws of the Society and the provisions of the Maharashtra Co-operative Societies Act, 1960,
- i. The purchaser / Society shall look after all the activities protection and maintenance of land, building, and common facilities etc.

10) That the present deed being the formal conveyance of the building and land in favour of the co-operative housing society as the nominee of the unit purchasers in the scheme, necessary stamp duty is paid upon the respective agreements of units purchasers the details whereof are given in the Annexure ‘A’ herewith and the copies of Index II extracts of all the unit purchasers are annexed herewith as Annexure ‘D’, hence the party claim the adjustment of the stamp duty paid by all the unit holders in the scheme and accordingly this deed is executed on Rs. 500/- stamp paper.

11) Present draft of final conveyance has been approved in the First Annual General Meeting of the society dated _____ unanimously and the copy of said Resolution is annexed herewith. By virtue of very resolution the

signatories representing the purchaser society have been authorized to sing this deed on behalf of the society.

12) Schedules and Annexure/s with this Deed.

Schedule I	Entire Project
Schedule II	Specifications of Building
Schedule III (A)	Common amenities and facilities for entire project
Schedule III (B)	Limited Common Amenities and Facilities for Building
Schedule IV(A)	External Development works
Schedule IV(B)	Internal Development Works
LIST OF ANNEXURE	
Annexure A	List of purchasers and their Agreements
Annexure B	7/ 12 extract
Annexure C	Commencement Certificate
Annexure D	Completion Certificate
Annexure E	Plans of Buildings
Annexure F	Entire Layout
Annexure G	Certificate of Registration of Society
Annexure H	Resolution of the Society
Annexure I	Index II extracts of the purchaser agreements
Annexure J	Power of attorney of land owners
Annexure K	Details of documents, accounts and details provided to purchaser society at the time of final conveyance
Annexure L	RERA Certificate

SCHEDULE
(of the “Said Property”)

All that piece and parcel of residential project ‘KIRAN SHUBHARAMBH’ i.e. First building comprising of Wing No. A and B and second/ another building/ Wing C having total 93apartments on the well-defined portion of land adm. 2914.25 Sq. Mtrs. and total FSI adm.5874.90 Sq. Mtrs. with additional area of balcony adm.485.70 Sq. Mtrs., staircase area adm. 331.82 Sq. Mtrs., lift area adm. 13.20 Sq. Mtrs. and lift machine area adm28.85 Sq. Mtrs. and common passages, staircase, lift, lift machine room, top terrace, overhead water tank, entrance lobby, parking area etc. in the total layout adm. 2973 Sq. Mtrs. and

subjection portion adm. 2914.25 sq. Mtrs. is arrived after excluding area under Road acquisition adm.58.75 Sq. Mtrs.upon all that piece and parcel of land areaadm. 2973 Sq. Mtrs. comprising of S. No. 132/5 (part), S. No. 132/6 (part), S. No. 132/7/1, S. No. 132/7/2, S. No. 132/8, S. No. 132/9, S. No. 132/10 and S. No. 132/11 situated at Village Baner, TalukaHaveli, District Pune and within the limits of Pune Municipal Corporation and the said entire area 2973 Sq. Mtrs. is bounded as under :-

On or towards East	:	By property belonging to Mr. Saykar,
On or towards South	:	By Road,
On or towards West	:	By property belonging to AdinathGarje And SangitaVaykar,
On or towards North	:	By Selestiya society.

Schedule II (Specifications)

Structure :-

- RCC frame structure with external 6" thick & internal 4"thick Brick Masonary.

Flooring :-

- Vitrified tiles of 24"x24"with matching skirting in all rooms. Tandoor Tappa in staircase & Paving Blocks/ Trimix Concrete/ checkered tiles in Parking.
- Designer ceramic tiles for terraces.

Windows:-

- M.S. safety Grill & with Marble window seal, powder coated Aluminium sliding windows.

Doors:-

- Decorative ply laminated door frame in all rooms with brass fitting with shutter.

Toilets :-

- Designer anti-skid ceramic flooring and dado up to ceiling level.
- Provision for solar system and exhaust fan.

Kitchen :-

- L-Shape/parallel Granite platform with stainless steel sink with designer tiles dado up to lintel level.
- Provision of exhaust fan.

Plumbing :-

- Internal concealed plumbing with good quality (Jaguar/Mark/Capsu) C.P. fitting.

Electrification:-

- Modular electrical switches with Concealed copper wirings. 3.5 point in each Room & T.V. & Telephone point in Living room.
- Provision of cable T.V.

Painting:-
Internal plaster Neeru Finished with oil bound destemper. External Plaster Sand faced with Cement Paint and oil paint for railing grills.

Schedule III (A)
(Common Amenities and Facilities for entire project)

Item	Date of Completion	Remark, if any
Garden, Community Hall.	Completed	To be maintained by Society
Power backup for lifts and common area lighting.	Completed	To be maintained by Society
Rainwater harvesting ,fire fighting system	Completed	To be maintained by Society
Decorative name board and entrance lobby.	Completed	To be maintained by Society
	Completed	

Schedule IV(B)
(Limited Common Areas and Facilities for entire project)

- 1) Partition walls between the two units shall be limited common property of the said two units.
- 2) Other exclusive and limited common areas and facilities as mentioned in the body of this Deed.
- 3) Passages and toilets/W.C.s which are not the part of specified units.
- 4) Roof Terrace shall be having access to all occupants of the building.
- 5) Common Solar Water Heating System on the roof terrace/ top terrace.
- 6) Parking below Wings/ Buildings.
- 7) Entrance lobbies, Lifts and lift lobbies provided for individual wings/ Building/s.

Schedule V (A)
(External Development Work)

Item	Period of completion
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Landscaping in Open Space	Completed
Electricity Supply and transformer	Completed

Schedule V (B
(Internal Development Work)

Item	Period of completion
Water Supply	Completed
Sewers	Completed
Drains	Completed
Tree planting	Completed
Fire protection and fire safety requirements	Completed

In witness whereof the parties hereto have signed hereunder on the date hereinabove mentioned at Pune

JADE BUILDCON PVT. LTD
through its Director
MR. JASDEEP SINGH BEDI
through its duly constituted Power of Attorney Holder
M/s. KIRAN CREATORS AND DEVELOPERS,
A proprietary concern through proprietor
MR. KASHINATH GANESH NEHETE,
VENDOR NO. 1/ OWNER

PARTY OF FIRST PART

M/S. KIRAN CREATORS AND DEVELOPERS
Through its Proprietor
MR. KASHINATH GANESH NEHETE
VENDOR NO. 2/ PROMOTER

PARTY OF THE SECOND PART

KIRAN SHUBHARAMBHA CO. OPERATIVE
HOUSING SOCIETY LTD.
Through its

I) CHAIRMAN -

MR. _____

II) TREASURES -

MR _____

III) SECRETARY -

MR. _____

PURCHASER PARTY OF THIRD PART

Witnesses -

1] Sign. : _____

Name : _____

Address : _____

2] Sign. : _____

Name : _____

Address : _____