

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made at Dombivli this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

### BETWEEN

(1) SMT. NANIBAI GAJANAN PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon, Tal. Kalyan, Dist. Thane, (2) MRS. GONAI HANUMAN PATIL, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Smarat Ashoknagar, Behind Saibaba Temple, Ulhasnagar No. 3, Dist. Thane, (3) SHRI. DINKAR GOPAL PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (4) SMT. NIRMALA PRABHAKAR PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, for herself and as a guradian of (5) MS. BHAVANA PRABHAKAR PHARDA, both residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (6) SHRI. SATYAWAN SHRIPAT PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (7) SMT. SHEVANTABAI SHRIPAT PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (8) SHRI. YASHWANT RAJARAM PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (9) SHRI. NARESH RAJARAM PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (10) SMT. KUSUM TULSHIRAM JOSHI ALIAS KUSUM RAJARAM PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (11) MRS. REKHA DNYANESHWAR MHATRE ALIAS REKHA RAJARAM PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Gopinath Apartment Retibunder Cross Road, Devicha Pada, Dombivli West, Tal. Kalyan, Dist. Thane, (12) SMT. ANUBAI RAJARAM PHARDA, age - \_\_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon

SA

(Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (13) SHRI. GANESH HIRA PHARDA, (age - \_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (14) SMT. VENUBAI HIRA PHARDA, age - \_\_\_\_ years, Indian Inhabitant, residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (15) MRS. PRAMILA PANDURANG PATIL ALIAS TAIBAI HIRA PHARDA, (age - \_\_\_\_ years, Indian Inhabitant, residing at Gaondevi Mandir, Agripada, Santacruz, Mumbai, (16) MRS. VAISHALI GORATH AHILKAR ALIAS VAISHALI HIRA PHARDA, age - \_\_\_\_ years, Indian Inhabitant, residing at Village, Neral, Mabachiwadi, Tal. Karjat, Dist. Raigad, (17) SMT. JAIBAI RAMCHANDRA AHIRE ALIAS JAIBAI HIRA PHARDA, age - \_\_\_\_ years, Indian Inhabitant, residing at Village Neral, Post Mangaon, Tal. Karjat, Dist. Raigad, (18) MRS. RESHMA DHANAJI MHATRE, age - \_\_\_\_ years, Indian Inhabitant, residing at Nandivli, Talyachapada, Dombivli East, Tal. Kalyan, Dist. Thane, (19) MRS. BHANUMATI RAMDAS CHOUDHARI, age - \_\_\_\_ years, Indian Inhabitant, residing at Village Sarovali, Post Goa, Tal. Bhaiwandi, Dist. Thane. (20) MRS. SONUBAI MOHAN GAIKAR, age - \_\_\_\_ years, Indian Inhabitant, residing at Village Abot, Post Gaulwadi, Tal. Karjat, Dist. Raigad, (21) SMT. BEBI NAGESH PHARDA, age - \_\_\_\_ years, Indian Inhabitant, for herself and as legal guardian of (22) NITESH NAGESH PHARDA AND (23) AVINASH NAGESH PHARDA, all residing at Kanchangaon (Thakurli), Dombivli East, Tal. Kalyan, Dist. Thane, (24) SMT. RADHABAI CHINTAMAN MHATRE, age - \_\_\_\_ years, Indian Inhabitant, for herself and as legal guardian of (25) AKASH ASHOK PHARDA AND (26) ATISH ASHOK PHARDA, all residing at Shantaram Niwas, Bhoirwadi, Dombivli West, Tal. Kalyan Dist. Thane, (27) SHRI. SHIVAJI SAKHARAM SHELAR, age \_\_\_\_ years, Indian Inhabitant, (28) SHRI. DASHRATH HARI SHELAR, age \_\_\_\_ years, Indian Inhabitant, (29) SHRI. KALU GANPAT KOMARKAR, age \_\_\_\_ years, Indian Inhabitant, for themselves and as Constituted Attorney of (30) SHRI. RAMA KAMLYA GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, (31) MRS. PADMAVATI RAMA

GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, (32) SHRI. SURESH RAMA  
GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, (33) SMT. SHOBHA SHRINATH  
KAMBLE, age \_\_\_\_ years, Indian Inhabitant, (34) SMT. VANITA DASHRATH  
GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, (35) SHRI. RAMESH RAMA  
GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, (36) SMT. VASUDHA RAMA  
GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, (37) SMT. SAVITRI DASHRATH  
DONGARE, age \_\_\_\_ years, Indian Inhabitant, (38) SMT. SUREKHA  
SUDHAKAR GAIKWAD, age \_\_\_\_ years, Indian Inhabitant, all residing at  
Khambalpada, Dombivli East, Tal. Kalyan, Dist. Thane, (39) SHRI. SHALIK  
CHANDRYA MHATRE, age \_\_\_\_ years, Indian Inhabitant, residing at  
Khambalpada, Opp. Bombay Dying Company, MIDC Road, Dombivli East, Tal.  
Kalyan, Dist. Thane, (40) SHRI. HARISHCHANDRA DINKAR GAIKWAD, age  
\_\_\_\_ years, Indian Inhabitant, (41) SHRI. BALARAM DINKAR GAIKWAD, age  
\_\_\_\_ years, Indian Inhabitant, (42) SHRI. ANANTA DINKAR GAIKWAD, age  
\_\_\_\_ years, Indian Inhabitant, (43) SHRI. VIKAS DINKAR GAIKWAD, age \_\_\_\_  
years, Indian Inhabitant, all residing at Kanchangaon, Thakurli, Tal. Kalyan,  
Dist. Thane, (44) SHRI. BALARAM DINKAR GAIKWAD, age \_\_\_\_ years, Indian  
Inhabitant, for himself and as Constituted Attorney of (45) MRS. ASHA  
SURESH JADHAV, residing at Kanchangaon, Thakurli, Tal. Kalyan, Dist.  
Thane, through their Constituted Attorneys M/s. Om Swayambhu Siddhivinayak  
Builders and Developers, represented through its partner  
Mr. \_\_\_\_\_, hereinafter called and referred to as "THE  
VENDORS" (which expression shall unless be repugnant or contrary to the  
context or meaning thereof and with all its grammatical variations and cognate  
expressions shall mean and include his/her/their respective legal heirs,  
executors, administrators, successors and assigns) OF THE FIRST PART;

AND

**M/S. OM SWAYAMBHU SIDDHIVINAYAK BUILDERS AND DEVELOPERS, A**  
Partnership Firm, duly registered under the provisions of Indian Partnership Act,

1932, having its office at Office no. 202-203, Jagannath Commerce Plaza,  
Manpada Road, Dombivli East, Taluka Kalyan, District Thane, Through its  
Partner MR. \_\_\_\_\_, adult, Indian Inhabitant, PAN -

\_\_\_\_\_, hereinafter referred to as "THE PROMOTERS/DEVELOPERS"

(which expression shall unless be repugnant or contrary to the context or  
meaning thereof and with all its grammatical variations and cognate  
expressions shall mean and include all existing partners of the said firm, their  
respective heirs, executors, administrators, successors, assigns and all  
surviving partners of the said firm or anyone claiming through or under it) of the  
SECOND PART;

AND

\_\_\_\_\_ CO-OPERATIVE HOUSING SOCIETY LTD., a Federal  
Society, duly registered under the provisions of Maharashtra Co-operative  
Housing Society Ltd., 1960 vide Registration  
No. \_\_\_\_\_ dated \_\_\_\_\_, having its address at

\_\_\_\_\_, duly  
represented through their Chairman Mr./Mrs. \_\_\_\_\_ and  
Secretary Mr./Mrs. \_\_\_\_\_, hereinafter called and referred to as  
"THE PURCHASERS" (which expression shall unless be repugnant or contrary  
to the context or meaning thereof and with all its grammatical variations and  
cognate expressions shall mean and include all its members constituting the  
said Society, Committee members, Office Bearers, and their respective legal  
heirs, executors, administrators, successors in interest and assigns) of the  
THIRD PART;

WHEREAS:—

(A) Smt. Nanibai Gajanan Farda and others are the Owners of and are seized  
and possessed of or otherwise well and sufficiently entitled to the all that piece

and parcel of land bearing Old Survey No. 135, New Survey No. 92, admeasuring 4250 sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane, hereinafter referred to as the "SAID PROPERTY-A" which is more particularly described in the First Schedule hereunder written. The 7/12 extract and other revenue records pertaining to the Said Property-A stands absolutely in the names of the aforementioned owners.

(B) By virtue of a Development Agreement dated 08/02/2006 executed by and between Smt. Nanibai Gajanan Farda and others, therein referred to as the Owners and M/s. Om Swayambhu Siddhivinayak Builders and Developers, therein referred to as the Developers, the said Owners granted and entrusted development rights with respect to the land bearing Old Survey No. 135, New Survey No. 92, admeasuring 4250 sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane (Said Property-A) to the Developers herein for the consideration and upon the terms and conditions contained therein. The said Development Agreement dated 08/02/2006 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan -3 at Serial No. KLN3-00598-2006 dated 13/02/2006.

(C) Also by virtue of an Irrevocable Power of Attorney dated 08/02/2006 executed by Smt. Nanibai Gajanan Farda and others, therein referred to as the Owners unto and in favour of M/s. Om Swayambhu Siddhivinayak Builders and Developers, therein referred to as the Developers, the said Owners conferred various rights, authorities and powers in favour of the Developers to do all such acts, matters and things in pursuance to the development rights granted to the said Developers with respect to the Said Property-A. The said Irrevocable Power of Attorney dated 08/02/2006 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. 69/2006 dated 01/06/2006. The said Development Agreement and Irrevocable Power of Attorney both dated 08/02/2006 are still valid, subsisting and enforceable under law.

(D) Mr. Rama Kamliya Gaikwad and others are the Owners of and are seized and possessed of or otherwise well and sufficiently entitled to the all that piece and parcel of land bearing Old Survey No. 136, New Survey No. 91, admeasuring 1H-73R-5P out of which an area admeasuring 700sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane, hereinafter referred to as the "SAID PROPERTY-B" which is more particularly described in the Second Schedule hereunder written. The 7/12 extract and other revenue records pertaining to the Said Property-B stands absolutely in the names of the aforementioned owners.

(E) By virtue of a Development Agreement dated 26/06/2008 executed by and between Mr. Rama Kamliya Gaikwad and others, therein referred to as the Owners and M/s. Om Swayambhu Siddhivinayak Builders and Developers, therein referred to as the Developers, the said Owners granted and entrusted development rights with respect to the land bearing Old Survey No. 136, New Survey No. 91, admeasuring 700sq.mtrs. Out of the total area admeasuring 1H-73R-5P, lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane (Said Property-B) to the Developers herein for the consideration and upon the terms and conditions contained therein. The said Development Agreement dated 26/06/2008 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan -3 at Serial No. KLN3-03681-2006 dated 26/06/2008.

(F) Also by virtue of an Irrevocable Power of Attorney dated 26/06/2008 executed by Mr. Rama Kamliya Gaikwad and others, therein referred to as the Owners unto and in favour of M/s. Om Swayambhu Siddhivinayak Builders and Developers, therein referred to as the Developers, the said Owners conferred various rights, authorities and powers in favour of the Developers to do all such acts, matters and things in pursuance to the development rights granted to the said Developers with respect to the Said Property-B. The said Irrevocable

Power of Attorney dated 26/06/2008 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. KLN3-03682/2008 dated 26/06/2008. The said Development Agreement and Irrevocable Power of Attorney both dated 26/06/2008 are still valid, subsisting and enforceable under law.

(G) Mr. Shalik Chandrya Mhatre is the Owner of and is seized and possessed of or otherwise well and sufficiently entitled to the all that piece and parcel of land bearing Old Survey No. 81, New Survey No. 93, Hissa No. 3, admeasuring 0H-35R-8P i.e. 3580 sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane, hereinafter referred to as the "SAID PROPERTY-C" which is more particularly described in the Third Schedule hereunder written. The 7/12 extract and other revenue records pertaining to the Said Property-C stands absolutely in the names of the aforementioned owner.

(H) By virtue of a Development Agreement dated 15/06/2010 executed by and between Mr. Shalik Chandrya Mhatre, therein referred to as the Owner and M/s. Om Swayambhu Siddhivinayak Builders and Developers, therein referred to as the Developers, the said Owner granted and entrusted development rights with respect to the land bearing Old Survey No. 81, New Survey No. 93, Hissa No. 3, admeasuring 3580sq.mtrs. and also the land bearing Old Survey No. 194, New Survey No. 78, Hissa No. 7(P), admeasuring 1200 sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane to the Developers herein for the consideration and upon the terms and conditions contained therein. The said Development Agreement dated 15/06/2010 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan -3 at Serial No. KLN3-04073-2010 dated 15/06/2010.

(I) Also by virtue of an Irrevocable Power of Attorney dated 15/06/2010 executed by Mr. Shalik Chandrya Mhatre, therein referred to as the Owner unto and in favour of M/s. Om Swayambhu Siddhivinayak Builders and Developers, therein referred to as the Developers, the said Owner conferred various rights, authorities and powers in favour of the Developers to do all such acts, matters and things in pursuance to the development rights granted to the said Developers with respect to the Said Property-C. The said Irrevocable Power of Attorney dated 15/06/2010 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. KLN3-04074/2010 dated 15/06/2010. The said Development Agreement and Irrevocable Power of Attorney both dated 15/06/2010 are still valid, subsisting and enforceable under law.

(J) Mr. Harishchandra Dinkar Gaikwad and others are the Owners of and are seized and possessed of or otherwise well and sufficiently entitled to the all that piece and parcel of land bearing Old Survey No. 81, New Survey No. 93, Hissa No. 5, admeasuring 1160sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane, hereinafter referred to as the "SAID PROPERTY-D" which is more particularly described in the Fourth Schedule hereunder written. The 7/12 extract and other revenue records pertaining to the Said Property-D stands absolutely in the names of the aforementioned owners.

(K) By virtue of a Development Agreement dated 03/05/2011 executed by and between Mr. Harishchandra Dinkar Gaikwad and others, therein referred to as the Owners and M/s. Om Swayambhu Siddhivinayak Builders and Developers (then called as "M/s. Om Swayambhu Siddhivinayak Builders and Developers Joint Venture"), therein referred to as the Developers, the said Owners granted and entrusted development rights with respect to the land bearing Old Survey No. 81, New Survey No. 93, Hissa No. 5, admeasuring 1160sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District

Thane (Said Property-D) to the Developers herein for the consideration and upon the terms and conditions contained therein. The said Development Agreement dated 03/05/2011 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan -3 at Serial No. KLN3-03705-2011 dated 03/05/2011.

(L) Also by virtue of an Irrevocable Power of Attorney dated 03/05/2011 executed by Mr. Harishchandra Dinkar Gaikwad and others, therein referred to as the Owners and M/s. Om Swayambhu Siddhivinayak Builders and Developers (then called as "M/s. Om Swayambhu Siddhivinayak Builders and Developers Joint Venture"), therein referred to as the Developers, the said Owners conferred various rights, authorities and powers in favour of the Developers to do all such acts, matters and things in pursuance to the development rights granted to the said Developers with respect to the Said Property-D. The said Irrevocable Power of Attorney dated 03/05/2011 is duly registered in the Office of Sub-Registrar of Assurances, Kalyan – 3 at Serial No. KLN3-03706/2011 dated 03/05/2011. The said Development Agreement and Irrevocable Power of Attorney both dated 03/05/2011 are still valid, subsisting and enforceable under law. The Said Property – A, B, C and D are hereafter collectively referred to as **"THE SAID PROPERTIES"**.

(M) Pursuant to the terms, conditions and obligations agreed under the aforementioned diverse Development Agreements and Power of Attorneys with respect to the development work to be carried on the Said Properties, the said respective Owners handed over to the Promoters the possession of the Said Properties and the Promoters herein, are entitled to develop the Said Properties at their own cost, charges, expenses and on their own account by carrying out construction work of the proposed new building/s thereon consisting of several flats/open terraces/ terraces /other units and to sell those flats/open terrace/ terraces/other units on ownership basis to the prospective Allottees / Buyers / Purchasers in accordance with the provisions of Maharashtra Ownership Flats

(Regulation of Promotion of construction, Sale, Management and Transfer) Act, 1963 and rules made thereunder as well as now entitled by and under the provisions of The Real Estate [Regulation and Development] Act, 2016 and Maharashtra Rules and Regulations, 2017 made thereunder (hereinafter for the sake of brevity referred to as the "Said RERA Act") and to receive sale price thereof and then to convey and transfer or caused to be conveyed and transferred the entire property, land, buildings and/or structure so developed in favour of a co-operative housing society or Association or Federation or Corporate Body or Apex Body constituted by such Allottees / Buyers / Purchasers acquiring the respective flats.

(N) By virtue of an Order dated 07/08/2008 bearing no. Mahsul/C-1/T-7/NAP/SR-195/2008 issued by the Collector, Thane, permission for non-agricultural use of the Said Property-A u/s. 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 was granted to the said Owners by the Collector, Thane and that the Said Property-A was thereafter available for non-agricultural use to the Promoters upon compliance of the terms, conditions and obligations stipulated under the said Order. The said permission dated 07/08/2008 is still valid, subsisting and enforceable under law upon compliance thereof.

(O) Also by virtue of an Order dated 14/07/2011 bearing no. Mahsul/C-1/T-7/NAP/SR-51/2011 issued by the Collector, Thane, permission for use of the Said Property "A" and "B" for residential purpose was granted to the said Owners by the Collector, Thane upon compliance of the terms, conditions and obligations stipulated under the said Order. The said Order dated 14/07/2011 is still valid, subsisting and enforceable under law upon compliance thereof.

(P) By and under a Permission dated 20/04/2012 bearing no. TD/T-6/KV/Kalyan/VP/SR343/2011 issued by the Sub Divisional Officer, Thane Division, Thane, the terms and conditions imposed u/s. 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 were relaxed and certain conditions

were imposed with respect to the Said Property-D and which were duly complied, performed and discharged by the said Owners and the Promoters.

(Q) The Promoters hereby represent, declare and assure that the Promoters have duly obtained necessary permissions and sanctions as are required to be obtained from the Office of the Collector, Thane and/or other Competent Authorities.

(R) The Promoters have duly amalgamated the Said Properties and had obtained Commencement Certificate from the Kalyan Dombivli Municipal Corporation bearing No. KDMC/NRV/BP/DOM/2012-13/40 dated 02/07/2012 and approval on Building Plans therewith from the Kalyan Dombivli Municipal Corporation for construction of the new building/s on the Said Properties by utilising maximum available FSI/TDR. In pursuance to the said permission dated 02/07/2012, the Promoters have duly commenced and completed the partial development of the Said Properties by constructing new buildings consisting of ground plus 7 upper floors comprising of "A", "B", "C", "D" and "E" wings and consisting of 152 residential flats under the supervision of the Architect M/s. Sthapatya Nirman and Structural Engineer M/s. Shanti Consultants.

(S) The Promoters represent, declare and assure that pursuant to the diverse Development Agreements and Power of Attorneys, the Promoters have duly allotted and/or reserved the residential flats and/or constructed areas agreed to be allotted to the said Owners of the respective properties described in the First, Second, Third and Fourth Schedule hereunder written and that there is no constructed area and/or residential flats due and liable to be allotted to the said Owners by the Promoters.

(T) The Promoters have duly completed the construction work in all respects of the said new buildings being "A", "B", "C", "D" and "E" wings consuming 6843.76sq.mtrs. out of the total sanctioned constructed area and have duly obtained Occupation Certificate bearing no. KDMC/NRV/CC/DOM/359 dated 25/01/2017 from the Kalyan Dombivli Municipal Corporation. The Promoters have duly formed and registered a Co-operative Housing Society of the said buildings being "A", "B", "C", "D" and "E" wings known as "Om Residency Co-operative Housing Society Ltd."

(U) The Promoters had obtained Revised sanction of Layout and Revised Construction Permission dated 27/01/2017 bearing no. KDMC/NRV/BP/DOM/2012-13/40/361 from the Kalyan Dombivli Municipal Corporation and also approval on building plans therewith for construction of proposed new building by consuming the balance available Floor Space Index and also permissible Transferable Development Rights on vacant portion of the Said Properties on the West side which is sanctioned and approved as Ground/stilt *plus* \_\_\_\_\_ upper floors known as "**BALAJI RESIDENCY**".

(V) The Promoters had commenced and completed the construction work of the said Building known as "**BALAJI RESIDENCY**" on the Said Properties by obtaining revised sanction from Kalyan Dombivli Municipal Corporation under No. KDMC/NRV/BP/DOM/2012-13/40/361 dated 27.01.2017 and the building plans revised therewith from Kalyan- Dombivli Municipal Corporation for additional construction of the said building on the Said Property which is sanctioned and approved as Building consisting of Ground Floor *plus* \_\_\_\_\_ Upper Floors. The construction work of the said Building known as "**BALAJI RESIDENCY**" is completed under the supervision of the Architect, and after due inspection of the construction work by the Concerned Authorities, the Kalyan-Dombivli Municipal Corporation issued Building Completion as well as Occupation Certificate bearing Number .....dated \_\_\_\_\_ for the said Building known as "**BALAJI RESIDENCY**" (.....

Wings combined). The Promoters have duly formed and registered a Co-operative Housing Society of the said building known as \_\_\_\_\_ Co-operative Housing Society Ltd.

(W) The Promoters have sold residential flats in all the buildings constructed on the said properties by the Promoters to various Allottees/Purchasers (hereinafter referred as the "Said Allottees") under various agreements. All the said agreements are duly stamped and registered.

(X) Towards sale and purchase of the said residential flats, the Said Allottees have in all paid the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time of execution of these presents to the Promoters and the Said Allottees are put in possession of their respective residential flats by the Promoters.

(Y) The Said Allottees have formed and registered the co-operative Housing Societies for their respective buildings as per the provisions of the Maharashtra Co-operative Societies Act, 1960 and rules made thereunder, details of which are mentioned as follows –

(1) The Allottees/Purchasers in building comprising of "A", "B", "C", "D" & "E" wings consisting Ground plus 7 Upper floors have formed the society and the same is duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and rules made thereunder and known as "Om Residency Co-operative Housing Society Ltd. bearing registration certificate No. \_\_\_\_\_ dated \_\_\_\_\_

(2) The Allottees/Purchasers in building known as "Balaji Residency" comprising of \_\_\_\_\_ wing consisting Ground plus \_\_\_\_\_ Upper floors have formed the society and the same is duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and rules made thereunder

and known as "\_\_\_\_\_ Co-operative Housing Society Ltd." bearing registration certificate No. \_\_\_\_\_ dated \_\_\_\_\_

(3) The Allottees/Purchasers in building comprising of \_\_\_\_\_ wing consisting Ground plus \_\_\_\_\_ Upper floors have formed the society and the same is registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and rules made thereunder and known as "\_\_\_\_\_ Co-operative Housing Society Ltd." bearing registration certificate No. \_\_\_\_\_ dated \_\_\_\_\_

(4) In pursuance to the obligation under the various agreements of sell entered by and between the Promoters and the allottees/ purchasers of the flats in the said buildings of complex known as "\_\_\_\_\_" constructed and completed on the said properties, the Promoters have formed and registered the "Federal Society/Apex Body" the Purchasers herein, for effectively transferring and to convey the said properties including inseparable, undivided land underneath the said buildings, Podium and Stilt area constructed in the said buildings, the common amenities and facilities such as club house, internal roads and other common areas in and over the said properties, in the manner and as provided under the provisions of the said Real Estate (Regulation and Development) Act, 2016 and Maharashtra Rules 9[2][iii][a], 2017 and regulations made thereunder. The said Federal Society/Apex Body, the Purchasers herein, is duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder. The certificate of Registration bearing no. \_\_\_\_\_ Dated is issued in that regard. The respective societies of the said buildings have become members of the said Federal Society / Apex Body, the Purchasers herein, in the manner and as provided under the provisions of the said Maharashtra Co-operative Societies Act, 1960 and rules made thereunder.

(Z) At the request of the said various Allottees and as agreed under the Agreements for sale with them by the Promoters and as provided under the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and at the request of the Purchasers herein, the Promoters have agreed to cause to execute the present conveyance by the Promoters and the Owners in favour of the Purchasers herein, in respect of the said properties including the area of inseparable, undivided land underneath the said buildings, Podium and Stilt area constructed on the Said Properties, the common amenities and facilities such as club house, internal roads and other common areas, in the manner and as provided under the provisions of the said Real Estate (Regulation and Development) Act, 2016 and Maharashtra Rules 9[2][iii][a], 2017 and regulations made thereunder and which is more particularly described in the **Fifth Schedule** hereunder written and subject to the Promoters' right to dispose of the remaining unsold Flats in the said buildings, more particularly described in the Annexure "B".

(AA) The Promoters represent, declare and assure that the upon formation and registration of the Apex Body or Federation to be formed of the societies of the Buildings constructed on the Said Properties, and subject to the Promoters' right to dispose of the remaining unsold Flats in all these buildings, the Promoters are under obligation to cause to execute a Deed of Conveyance of undivided and inseparable land underneath all buildings i.e. the Said Properties together with the structures of Podium, stilt, common areas, common amenities and facilities in favour of such Apex Body or Federation within a period of 3 months from the date of formation and registration of such Apex Body or Federation or within 3 months from the date of issue of Occupancy Certificate or Completion Certificate of the last constructed building in the said Layout scheme, whichever is earlier, in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and regulations made thereunder,

and in pursuance to this obligation the Promoter hereby execute this presents.

(BB) For the purpose of the present conveyance no additional or separate consideration is being paid to the Promoters or the Owners save and except the said consideration of Rs. \_\_\_\_\_ already received by the Promoters under various agreements with the Said Allottees/Flat Purchasers.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid and in pursuance of the aggregate consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) paid by the Said Allottees (being the members of the Purchasers Federal Society through their respective Societies) to the Promoters under separate Agreements (receipt whereof the Promoters do hereby admit and acknowledge and acquit, release and discharge the Purchasers society forever) and in pursuance of the said various agreements entered into with the members of the Purchasers Society and as agreed therein the Owners in fulfillment of its obligation toward the Promoters and in turn Promoters obligation towards the Said Allottees / Flat Purchasers and with the confirmation of the Promoters do hereby grant, convey, transfer and assure unto the Purchasers Society ALL THOSE pieces or parcels of said properties including inseperable, undivided land underneath the said buildings, Podium and Stilt constructed thereon, the common amenities and facilities such as club house, internal roads and other common areas, and lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane in the Registration District Thane and Sub-District of Kalyan admeasuring \_\_\_\_\_ square meters or thereabouts and delineated in Red in the plan annexed heretoand hereinafter referred to as **"THE SAID PROPERTIES"** and more particularly described in the Fifth Schedule hereunder writtenSUBJECT HOWEVER to the Promoters' right to dispose of the remaining unsold Flats in all buildings more particularly described in the Annexure "B", TOGETHER WITH the buildings, structures,

trees, fences, water courses, lights, privileges, liberties, easements, and appurtenance whatsoever on the Said Properties belonging in anyway appertaining thereto or usually held, used, occupied or enjoyed, accepted, reputed, deemed, taken or known as part or parcel or member thereof or appurtenant thereto AND REVERSION OR REVERSIONS REMAINDER OR REMAINDERS and the rents, issues and profits thereof and all the estates, rights, title, interests, properties, claims or demands whatsoever of the Owners and/or the Promoters into or upon the same or any part thereof AND ALL the deeds, *pultahs*, muniments, writings and evidence of title which exclusively relate to the Said Properties hereby granted AND ALSO all things permanently attached thereto and standing thereon together with the benefit of all privileges, easements, profits, advantages, rights, and appurtenances whatsoever to the said properties or any part thereof belonging or in any wise appertaining thereto (but exclusive of the unsold flats in buildings which are in the occupation or possession of the Promoters and all rights and appurtenances belonging thereto which will continue to belong to the Promoters) and AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoters in to out of or upon the Said Properties or any part thereof TO HAVE AND TO HOLD the same and the other premises hereby granted, transferred, assigned, assured, conveyed or intended so to be UNTO AND TO THE USE and benefit of the Purchasers society absolutely and forever free from all encumbrances and liabilities whatsoever SUBJECT TO the payment of all rents rates assessments taxes and dues now chargeable upon the same or hereafter to become chargeable and payable from time to time to the Government or to the Municipal Corporation or any other public body or local authority in respect thereof.

AND for the beneficial enjoyment of the Said Properties hereby conveyed to the Purchasers subject to the Promoter's right to dispose of the remaining unsold flats in the said buildings, if any, it is agreed and covenanted by and between

the parties hereto as under:

- (1) The Purchasers hereby grant to the Promoters and the Promoters shall have the right in common with other occupants of the Said Buildings to pass and repass over the passage from the Said Properties and the said Buildings at all the time during day and night;
- (2) The Promoters shall not have right to use the said passage or any other area outside the unsold Flats in his occupation and possession in the said buildings for storing any material whatsoever or to use it for any other purpose;
- (3) The Promoters shall be liable to pay to the Purchasers the proportionate expenses incurred by the Purchasers society for carrying out any maintenance or repairs to the said properties or common areas or common facilities which repairs or maintenance will be common in nature to or for the benefit or advantage of the all the buildings and for the maintenance and upkeep of the said properties.
- (4) The Owners will have no right or claim to the Said Properties or any part thereof and in the event of the complete destruction of said properties and the said buildings by fire or earthquake or any other calamity, the Owners will have no right or claim whatsoever thereto.
- (5) The Purchasers shall pay the proportionate share in the yearly premium payable to the Insurance Company for insuring the Said Properties for the risk as to destruction due to fire or earthquake and in the event of the Said Properties being destroyed or damaged by fire or earthquake.
- (6) The Promoters shall also be liable to pay to the Purchasers proportionate expenses incurred for common expenses by way of sweeper's wages, watchmen's wages if any or otherwise as may be required to be incurred for the maintenance and protection of the Said Properties.
- (7) The Promoters shall be entitled to enter the Said Properties and the remaining unsold flats at any time for the purpose as may be required by the Promoters.
- (8) The Purchasers shall not carry out any construction work or

modifications in vacant portion in the layout of the Said Properties and also the Said Buildings sanctioned and approved by the Kalyan Dombivli Municipal Corporation and/or Concerned Authorities which will render it illegal and unauthorised. However the Purchasers may do so by obtaining prior permission and sanction from the Kalyan Dombivli Municipal Corporation and/or Concerned Authorities.

(9) The Purchasers society will not do or cause to be done any act of omission or commission which would cause nuisance or annoyance to the Promoters.

(10) All the agreements or covenants hereinbefore mentioned as given by the parties hereto to each other shall be attached to and run with their respective portions of the said properties to which may relate.

(11) The Promoters shall continue to be the full and absolute owner of the said remaining unsold flats as described in the Annexure "B" and subject to what is provided hereinabove the Promoters' ownership shall be heritable and transferable.

AND THE PROMOTER HEREBY COVENANTS WITH THE PURCHASERS AS UNDER:

(a) That the Promoters have in themselves good right and full power to transfer the Said Properties comprising the area of inseparable, undivided land underneath the said buildings in the complex known as \_\_\_\_\_, Podium and Stilt constructed thereon and the common amenities and facilities such as club house, internal roads and other common areas, excluding the said remaining unsold flats as described in the Annexure "B" in the manner aforesaid.

(b) The Purchasers society shall hold the Said Properties hereby conveyed freely and clearly and absolutely exonerated and forever released or discharged or otherwise by the Promoters and well and sufficiently saved, defended kept harmless and indemnified of, from or against all former and other estates, title,

charges or encumbrances whatsoever made occasioned or suffered by the Promoters or by any other person or persons by, from, under or in trust for the Promoters.

(c) The Promoters and all persons having or claiming any estate, right, title or interest in the Said Properties hereby transferred by, from, under or in trust for the Promoters or its heirs, executors, administrators or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful acts, deeds and things in the law whatsoever for the better and more perfectly and absolutely granting the Said Properties unto and to the use of the Purchasers society in the manner aforesaid as by the Purchasers, its successors and assigns shall be reasonably required.

(d) The Promoters and all persons having or claiming any estate, right, title or interest in the Said Properties hereby transferred by, from, under or in trust for the Promoters or its heirs, executors, administrators or assigns or any of them shall and will from time to time and at all times grant, transfer, convey and assign the Said Properties including area of inseparable, undivided land underneath all buildings, Podium and Stilt constructed thereon, the common amenities and facilities such as club house, internal roads and other common areas unto and in favour of Purchasers society and in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (regulation and Development) Rules 2017 and Regulations made thereunder.

(e) That the Said Properties or any part thereof is not affected by any attachment including attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or any other Government Authorities under any Acts or Laws or otherwise whatsoever and that there is no certificate case or proceedings against the Promoters or Owners for realization of arrears of Income Tax or other taxes or dues or otherwise under any Acts or Laws for the time being in force and that the Said Properties are not

otherwise charged, mortgaged or encumbered.

(f) That the Said Properties or any part thereof is not affected by any notice or scheme of the Kalyan Dombivli Municipal Corporation or MMRDA or the Government or any other Public Body or Authority and that no declaration has been made or published of the Said Properties or any part thereof under the Land Acquisition Act, 1894 and/or Land Acquisition Rehabilitation and Resettlement Act, 2013 or any other Acts or Enactments in force.

(g) That there is no impediment under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 for the Owners and/or the Promoters to grant, transfer, convey, assign and assure the Said Properties unto the Purchasers in the manner aforesaid.

(h) That the Promoters shall pay all arrears of rent and taxes of the Municipal Corporation upto the date of execution of these presents.

AND THAT the stamp duty (if any) and registration charges in respect of the present Deed of Conveyance shall be borne and paid by the Purchasers society.

AND LASTLY it is recorded that no separate consideration is being paid by the Purchasers to the Promoters in respect of this Deed save and except the aggregate sum of Rs. \_\_\_\_\_ already received under various agreements mentioned in Annexure "A" hereto and on which said agreements the stamp duty aggregating to Rs. \_\_\_\_\_ has been paid and which said payment of stamp duty is adjusted as per provision of Article 25 read with second proviso to Explanation I of Schedule I of Bombay Stamp Act, 1958.

AND THAT the Owners confirm and ratify the conveyance, covenants, representations and obligations herein mentioned.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

#### **FIRST SCHEDULE**

All that pieces or parcels of land bearing Old Survey No. 135, New Survey No. 92, admeasuring 4250 sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane and within the jurisdiction of Sub Registrar Kalyan, Registration District Thane and within the limits of Kalyan Dombivli Municipal Corporation and bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

#### **SECOND SCHEDULE**

All that piece and parcel of land bearing Old Survey No. 136, New Survey No. 91, admeasuring 1H-73R-5P out of which an area admeasuring 700sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane and within the jurisdiction of Sub Registrar Kalyan, Registration District Thane and within the limits of Kalyan Dombivli Municipal Corporation and bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

#### **THIRD SCHEDULE**

All that piece and parcel of land bearing Old Survey No. 81, New Survey No. 93, Hissa No. 3, admeasuring 0H-35R-8P i.e. 3580 sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane and within the jurisdiction of Sub Registrar Kalyan, Registration District Thane and

within the limits of Kalyan Dombivli Municipal Corporation and bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

#### FOURTH SCHEDULE

All that piece and parcel of land bearing Old Survey No. 81, New Survey No. 93, Hissa No. 5, admeasuring 1160sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane and within the jurisdiction of Sub Registrar Kalyan, Registration District Thane and within the limits of Kalyan Dombivli Municipal Corporation and bounded as under:

On or towards North :

On or towards East :

On or towards West :

On or towards South :

#### THE FIFTH SCHEDULE ABOVE REFERRED TO ( SAID ENTIRE LAND)

ALL that pieces and parcels of inseperable and undivided bearing Old Survey No. 135, New Survey No. 92, admeasuring 4250 sq.mtrs., Old Survey No. 136, New Survey No. 91, admeasuring 1H-73R-5P out of which an area admeasuring 700sq.mtrs., Old Survey No. 81, New Survey No. 93, Hissa No. 3, admeasuring 0H-35R-8P i.e. 3580 sq.mtrs., and Old Survey No. 81, New Survey No. 93, Hissa No. 5, admeasuring 1160sq.mtrs., lying, being and situate at Revenue Village Kanchangaon, Taluka Kalyan, District Thane, including land underneath all the buildings, Podium, Stilt constructed thereon, common amenities and facilities such as club house, internal roads and other common areas constructed on the Said Properties and within the jurisdiction of Sub

Registrar Kalyan, Registration District Thane and within the limits of Kalyan  
Dombivli Municipal Corporation and bounded as follows-

On or towards East :

On or towards West :

On or towards North :

**On or towards South :**

SIGNED AND DELIVERED )

By the withinnamed..... )

THE VENDORS )

(1) SMT. NANIBAI GAJANAN PHARDA )

(2) MRS. GONAI HANUMAN PATIL )

(3) SHRI. DINKAR GOPAL PHARDA )

(4) SMT. NIRMALA PRABHAKAR PHARDA )

(5) MS. BHAVANA PRABHAKAR PHARDA )

(6) SHRI. SATYAWAN SHRIPAT PHARDA )

(7) SMT. SHEVANTABAI SHRIPAT PHARDA )

(8) SHRI. YASHWANT RAJARAM PHARDA )

(9) SHRI. NARESH RAJARAM PHARDA )

(10) SMT. KUSUM TULSHIRAM JOSHI )

ALIAS KUSUM RAJARAM PHARDA )

(11) MRS. REKHA DNYANESHWAR MHATRE )

ALIAS REKHA RAJARAM PHARDA )

(12) SMT. ANUBAI RAJARAM PHARDA )

(13) SHRI. GANESH HIRA PHARDA )

(14) SMT. VENUBAI HIRA PHARDA )

(15) MRS. PRAMILA PANDURANG PATIL )

|                                         |   |
|-----------------------------------------|---|
| ALIAS TAIBAI HIRA PHARDA                | ) |
| (16) MRS. VAISHALI GORATH AHILKAR       | ) |
| ALIAS VAISHALI HIRA PHARDA              | ) |
| (17) SMT. JAIBAI RAMCHANDRA AHIRE       | ) |
| ALIAS JAIBAI HIRA PHARDA                | ) |
| (18) MRS. RESHMA DHANAJI MHATRE         | ) |
| (19) MRS. BHANUMATI RAMDAS CHOUDHARI    | ) |
| (20) MRS. SONUBAI MOHAN GAIKAR          | ) |
| (21) SMT. BEBI NAGESH PHARDA            | ) |
| (22) NITESH NAGESH PHARDA               | ) |
| (23) AVINASH NAGESH PHARDA              | ) |
| (24) SMT. RADHABAI CHINTAMAN MHATRE     | ) |
| (25) AKASH ASHOK PHARDA                 | ) |
| (26) ATISH ASHOK PHARDA                 | ) |
| (27) SHRI. SHIVAJI SAKHARAM SHELAR      | ) |
| (28) SHRI. DASHRATH HARI SHELAR         | ) |
| (29) SHRI. KALU GANPAT KOMARKAR         | ) |
| (30) SHRI. RAMA KAMLYA GAIKWAD          | ) |
| (31) MRS. PADMAVATI RAMA GAIKWAD        | ) |
| (32) SHRI. SURESH RAMA GAIKWAD          | ) |
| (33) SMT. SHOBHA SHRINATH KAMBLE        | ) |
| (34) SMT. VANITA DASHRATH GAIKWAD       | ) |
| (35) SHRI. RAMESH RAMA GAIKWAD          | ) |
| (36) SMT. VASUDHA RAMA GAIKWAD          | ) |
| (37) SMT. SAVITRI DASHRATH DONGARE      | ) |
| (38) SMT. SUREKHA SUDHAKAR GAIKWAD      | ) |
| (39) SHRI. SHALIK CHANDRYA MHATRE       | ) |
| (40) SHRI. HARISHCHANDRA DINKAR GAIKWAD | ) |
| (41) SHRI. BALARAM DINKAR GAIKWAD       | ) |
| (42) SHRI. ANANTA DINKAR GAIKWAD        | ) |

(43) SHRI. VIKAS DINKAR GAIKWAD )  
 (44) SHRI. BALARAM DINKAR GAIKWAD )  
 (45) MRS. ASHA SURESH JADHAV )  
 through their Constituted Attorney )  
 M/s. Om Swayambhu Siddhivinayak )  
 Builders & Developers )  
 represented by its partner )  
 Mr. \_\_\_\_\_ )

SIGNED AND DELIVERED )  
 BY THE WITHINNAMED DEVELOPERS )  
 M/S. OM SWAYAMBHU SIDDHIVINAYAK )  
 BUILDERS AND DEVELOPERS )  
 Through its Partners )  
 MR. \_\_\_\_\_ )  
 PAN - \_\_\_\_\_ )

in the presence of :

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

THE COMMON SEAL OF the withinnamed )  
 \_\_\_\_\_ CO-OPERATIVE )  
 HOUSING SOCIETY LTD., the Purchasers )  
 abovenamed is hereunto affixed )  
 pursuant to the Resolution of its )  
 Managing Committee passed in that )

behalf, on the \_\_\_\_ day of )  
\_\_\_\_ 20 \_\_\_\_ )  
THROUGH ITS )  
CHAIRMAN \_\_\_\_\_ )  
SECRETARY \_\_\_\_\_ )  
in the presence of )

*Sgt A*