

DRAFT

Conveyance Deed – Rohan Ishan

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (“Deed”) made at Pune this _____ day of
_____.
_____.

BETWEEN

ROHAN BUILDERS AND DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956, having Company Identification Number U45202PN 200116352, having its office at 1 Modibaug, Commercial Building, Ganeshkhind Road, Shivaji Nagar, Pune 411 016, holding PAN AABCR8171R, represented through its authorized director **MR. SANJAY KHUSHALCHAND LUNKAD**, Adult, Occupation-Business hereinafter referred to or called as “**the Promoter**” (which expression unless repugnant to the context or meaning thereof shall mean and include the aforesaid company, its successors-in-title, administrators, liquidators and assignees) ... **PARTY OF THE FIRST PART;**

AND

ROHAN ISHAN CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society incorporated and registered under the Maharashtra Co-operative Society Act, 1960, having registration number PNA/MSI/HSG/(T.C.)/13251/2016 dated 05-07-2016, having its office at Survey No.9/2, Bavdhan Budruk, Pune, holding PAN _____, represented through Chairman _____ and Secretary _____, hereinafter referred to or called as “**the Society**” (which expression unless repugnant to the context or meaning thereof shall mean and include the aforesaid Society, its successors-in-title, administrators, liquidators and assignees) ... **PARTY OF THE SECOND PART;**

The **Promoter** and the **Society** are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

The Promoter hereby represents and warrants to the Society as under:

- (A) All that property, bearing Survey No.9/2 admeasuring area 00 Hectares 20 Ares and Survey No.9/3 admeasuring area 00 Hectares 90 Ares, total admeasuring 01 Hectare 00 Ares, situated at Village Bavdhan Budruk, Taluka Mulshi, within the Registration District Pune, Sub-Registration District Haveli, Sub-Registrar Haveli, and within the limits of Grampanchayat Bavdhan Budruk Taluka Panchayat Mulshi, Zilla Parishad

Pune, was owned and possessed by the Promoter as its purchased property.

- (B) The Promoter applied to the development control authorities for sanction to the building plans and non agricultural permission, and thereafter the Collector Pune (Revenue Branch) vide order No. No.PMH/NA/SR/658/07 dated 12/02/2008 for the said Larger Property granted non agricultural permission for residential purpose alongwith sanction to the building plan. The aforesaid sanctioned building plan is revised by the Collector Pune (Revenue Branch) vide order No. No.PRA/NA/SR/222/10 dated 20/09/2010. As per sanctioned layout for the Larger Property, area admeasuring 440 square metres shown as open space No.1, area admeasuring 560 square metres shown as open space No.2, area admeasuring 387.45 square metres shown as amenity space No.1, area admeasuring 1112.55 square metres shown as amenity space No.2, area admeasuring 991.61 square metres shown as internal road and remaining plot area admeasuring 6508.39 square metres shown as area under net plot available for construction of buildings. As per the aforesaid sanctioned layout, by Mutation Entry No.5262 Village Bavdhan Budruk certified on 30/06/2011, the old 7/12 extract came to be cancelled and new 7/12 extract for the Larger Property came to be created as ‘Survey No.9/2 Part+3 Plot’ admeasuring 6508.39 square metres, ‘Survey No.9/2 Part+3 open space No.1’ admeasuring 440 square metres, ‘Survey No.9/2 Part+3 open space No.2’ admeasuring 560 square metres, ‘Survey No.9/2 Part+3 amenity space No.1’ admeasuring 387.45 square metres, ‘Survey No.9/2 Part+3 amenity space No.2’ admeasuring 1112.55 square metres and ‘Survey No.9/2 Part+3 internal road’ admeasuring 991.61square metres, in the name of the Promoter, which total property admeasuring 10,000 square metres hereinafter referred to as the **“said Larger Property”**.
- (C) Subsequently, the Promoter, out of the sanctioned layout of the Larger Property, by Transfer Deed dated 10/09/2014 registered in the office of sub-registrar Haveli No. 4 at Serial No. 8172 on 10/09/2014 transferred the aforesaid ‘Survey No.9/2 Part+3 amenity space No.1’ area admeasuring 387.45 square metres, ‘Survey No.9/2 Part+3 amenity space No.2’ area admeasuring 1112.55 square metres and ‘Survey No.9/2 Part+3 internal road’ area admeasuring 991.61 square metres, total admeasuring

2491.61 square metres, in favour of Maharashtra State revenue department and accordingly as per mutation entry No.5864 Village Bavdhan Budruk certified on 20/09/2014 name of the Maharashtra State revenue department is mutated for the aforesaid property by deleting the name of the Promoter.

- (D) Accordingly, the Promoter became entitled to the balance area of the Larger Property, after deducting the Amenity Area and Internal road area (total area admeasuring 2491.61 square metres as aforesaid), i.e. area admeasuring 7,508.39 square metres which is more particularly described in the **Schedule - I** hereunder and hereinafter referred to as “**said Entire Project Land**”.
- (E) Being the owner and developer of the said Entire Project Land, in accordance with the Development Control Rules applicable to the said Entire Project Land, the Promoter has developed an ownership scheme on the said Entire Project Land under the name "ROHAN ISHAN" (“said Entire Project”). The Promoter has prepared a layout plan for the said Land, hereinafter referred as “Layout Plan”, copy annexed hereto as Annexure-A. As per the Layout Plan, the said Entire Land is developed by the Promoter and it comprises of two buildings being wings A and B consisting of lower level and upper level parking and above 11 floors (the wing/s will be herein referred as “the said Building/s”). The Location of road, open space, club house and swimming pool etc. has been shown in the said Layout Plan.
- (F) As per the aforesaid sanctioned building plan by the Collector Pune (Revenue Branch) vide order No. No.PRA/NA/SR/222/10 dated 20/09/2010, the Promoter completed the construction of Wing B (lower level & upper level parking and above eleven floors) and construction of lower level & upper level parking and above four floor of Wing A; and on recommendation of Additional Director of Town Planning the Collector, Pune issued Completion Certificate vide letter No. PMG/KAVI/342/2012 dated 28/03/2012 for the same. Subsequently, Pune Metropolitan Regional Development Authority, Pune (“PMRDA”) came to be established to control all development activities within the specified periphery and the Promoter obtained revised sanction to the building plans for remaining

upper floors of Wing A and club house etc. from the PMRDA vide no. 'PMU/Bavdhan(Bk.)/Survey No.9/2+9/3 proposal No.2151 dated 10/11/2015. Out of the said Entire Project, the completed Wing B (lower level & upper level parking and above eleven floors) alongwith completed floors of Wing A (lower level & upper level parking and above four floors) hereinafter is referred to as the Phase-1 and remaining 5th to 11th floors of the Wing A referred to as the Phase-2. The wings shall be hereinafter referred to as "said building/s". Further, after completion of Phase-2 Promoter obtained Completion/Occupation Certificate from PMRDA vide No. _____ dated _____, for the Phase-2, copies of which are annexed hereto as Annexure-B.

- (G) The said Entire Project comprises of ___ Apartments/units i.e. _____ Apartments in Wing A, _____ and Apartments in B. The aforesaid construction has been built by consuming _____ square meter Floor Space Index. The Promoter has sold the aforesaid Apartments to various apartment purchasers (which are members of the Society) under duly stamped and registered Agreement for Sales. The details of names, Apartment nos., agreement consideration, stamp duty payment etc., are more particularly stated in Annexure-C.
- (H) The present Deed of Conveyance pertains to the said Entire Project Land i.e. the area admeasuring 7508.39 square meters alongwith all the buildings developed in the said Entire Project comprising of Wings A and B and also alongwith all open space, club house, swimming pool and other common amenities situate in the said Entire Project ("**said Property**"), more particularly described in the **Schedule - II** hereunder
- (I) The Promoter alongwith all the Apartment purchasers has formed a Co-operative Housing Society named as "ROHAN ISHAN COOPERATIVE HOUSING SOCIETY LIMITED", incorporated under the Maharashtra Co-operative Society Act, 1960 and registered at no. PNA/MSI/HSG/(T.C.)/13251/2016.
- (J) The Promoter has agreed to convey the said Property to the Society under the provisions of the Real Estate (Regulation & Development) Act, 2016

(hereinafter referred to as "RERDA") and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "MOFA") and rules made there under, as applicable on the date of this presents.

(K) In view of the aforesaid, the Promoter hereby executes the present conveyance in favour of the Society, as stated herein.

NOW THIS DEED WITNESSETH THAT in total consideration of the amounts paid by the members of the Society being the Apartment Purchasers in the said Entire Project to the Promoter, (the receipts whereof the Promoter hereby admits and acknowledges and of and from the same and every part thereof, the Promoter hereby forever acquits, releases and discharges the Society) **THE** Promoter hereby grants, sells, conveys, transfers and assures unto the Society free from any encumbrances and reasonable doubts its ownership rights, in the said Property (subject to the rights of the Promoter to the unsold Apartments and recovery of all dues and balance FSI, if any) **TOGETHER WITH** all and singular the structures, edifices, buildings, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passage, commons, gullies, wells, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof now at or any time herebefore usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto free from any encumbrances whatever **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the Promoter in to out of or upon the said Property or any part thereof **AND TO HAVE AND TO HOLD** all and singular the said Property hereby granted, conveyed, sold, transferred and assured or intended or expressed so to be with its and every of its rights members and appurtenances **UNTO AND TO THE USE** and benefit of the Society **SUBJECT TO** the payment of all rents, rates, assessments, taxes and dues now chargeable upon the same or hereafter to become payable to the Government or to the municipal authorities or any other public body or local authority in respect thereof by the Promoter for the period upto the date of these presents **AND** the water and electricity connections, if any, pertaining to the said Property shall stand transferred in the name of the Society **AND** the Promoter hereby for itself covenant with the Society **THAT**

notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any person or persons lawfully or equitably claiming by from through under or in trust for it made done committed, omitted or knowingly or willingly suffered to the contrary **AND** the Promoter has good right, full power and absolute authority to grant, convey, transfer and assure the said Property hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Society in the manner aforesaid **AND THAT** it shall be lawful for the Society from time to time and at all times hereafter peaceably and quietly to hold enter upon, occupy, possess and enjoy the said Property hereby granted, conveyed, transferred and assured with its appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Promoter, or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** free and clear and freely clearly and absolutely acquitted, exonerated, released and forever discharged from or otherwise by the Promoter, well and sufficiently saved, defended, kept harmless and indemnify the Society of, from and against all former and other estates, title, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Promoter or by any other person or persons lawfully or equitably claiming from under or in trust for the Promoter **AND FURTHER** that the Promoter and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Property hereby granted, conveyed, transferred and assured or any part thereof by from under or in trust for the Promoter, the survivor or survivors of them shall and will from time to time and at all times hereafter at the request and cost of the Society do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and things, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Society in the manner aforesaid as shall or may be reasonably required by the Society, and nominees or their Counsel in law for assuring the said Property and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Society in the manner aforesaid **AND THAT** the Promoter confirms and records that on execution of these presents the Promoter has put the Society in quiet, peaceful and vacant possession of the said Property as the absolute owners thereof **AND THAT** the stamp duty (to be paid under Article 25 to be read with second proviso to Explanation I of Schedule I of the Maharashtra

Stamp Act, 1958) and registration charges incidental to this instrument shall be paid by the Society alone.

AND THAT all the covenants pertaining to the usage and maintenance of the amenities and facilities, building structure etc., provided in the said Property and the Apartments therein, shall be adhered to by the Society and all its members at its own costs. They shall also abide by all the other terms, conditions and covenants agreed in the respective agreements for sale, executed with the individual allottees, which are members of the Society.

AND THAT the Society at all times maintain all facilities, machinery, equipment installed in the building/said Project and shall ensure that all agreements for maintenance of such equipment, firefighting installations, lifts, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

SCHEDULE I

(Description of the Entire Project Land)

All that property bearing 'Survey No.9/2 Part+3 Plot' admeasuring 6508.39 square metres, 'Survey No.9/2 Part+3 open space No.1' admeasuring 440 square metres, 'Survey No.9/2 Part+3 open space No.2' admeasuring 560 square metres, total admeasuring 7508.39 square metres, situated at Village Bavdhan Budruk, Taluka Mulshi, within the Registration District Pune, Sub-Registration District Haveli, Sub-Registrar Haveli, and within the limits of Grampanchayat Bavdhan Budruk Taluka Panchayat Mulshi, Zilla Parishad Pune, and bounded as follows :-

On or towards East : By part of Survey No.11/A and part of Survey No.10

On or towards South : By part of Survey No. 8

On or towards West : By part of Amenity space-II and internal road

On or towards North : By part of Survey No.11/A

SCHEDULE II

(Description of said Property)

All that property bearing 'Survey No.9/2 Part+3 Plot' admeasuring 6508.39 square metres, 'Survey No.9/2 Part+3 open space No.1' admeasuring 440 square metres, 'Survey No.9/2 Part+3 open space No.2' admeasuring 560 square metres, total admeasuring 7508.39 square metres, alongwith all the buildings A and B and also alongwith all club house, swimming pool and other common amenities situate in the "Rohan Ishan" project, situated at Village Bavdhan Budruk, Taluka Mulshi, within the Registration District Pune, Sub-Registration District Haveli, Sub-Registrar Haveli, and within the limits of Grampanchayat Bavdhan Budruk Taluka Panchayat Mulshi, Zilla Parishad Pune, and bounded as follows :-

On or towards East : By part of Survey No.11/A and part of Survey No.10

On or towards South : By part of Survey No. 8

On or towards West : By part of Amenity space-II and internal road

On or towards North : By part of Survey No.11/A

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

SIGNED, SEALED AND DELIVERED

by within named the **Promoter**

ROHAN BUILDERS & DEVELOPERS PVT. LTD.

through its authorised Director

SHRI SANJAY K. LUNKAD

SIGNED, SEALED AND DELIVERED

by within named the **Society**

ROHAN ISHAN COOPERATIVE

HOUSING SOCIETY LIMITED

through its authorised Chairman

_____ and

Secretary

In pursuance of the Resolution dated _____

In the presence of

Annexure "A"

(Copy of the approved Layout Plan)

Annexure "B"

(Copies of the Occupation Certificate)

Annexure "C"

(Details of Apartments)