

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made and executed on this ____ day of the month of _____, in the Christian Year Two Thousand and Seventeen at Pune.

BETWEEN

1. M/S. SHREE DHARMARAJ DEVELOPERS

A Partnership firm registered
under the Indian Partnership Act, 1932
Having office at – S.No. 37, Bhondve Vasti, Ravet, Pune.
PAN: ABPFS2665D
Through its Partner
MR. RAJENDRA DAGADU BHONDAVE
Age : Adult, Occupation: Business

No. 1 Forself and as Constituted Attorney of Nos. 2 to 27

2. MR. PRAVIN RAMCHANDRA PALEKAR

Age : 58 years, Occ. - Agriculturist
Forself and as guardian of No. 5 & 6

3. MRS. VIJAYA PRAVIN PALEKAR

Age : 50 years, Occ. - Housewife

4. MISS. RAKSHANDA PRAVIN PALEKAR

Age : 19 years, Occ. - Education

5. MISS. AANKITA PRAVIN PALEKAR

Age : 16 years, Occ. – Education

6. MASTER SIDHANT PRAVIN PALEKAR

Age : 10 years, Occ. – Education

Nos. 2 to 6 Residing at :- Ravet, Near by Dharmaraj Temple,
Palekar Wada, Taluka Haveli, District Pune 412101

7. MRS. SMITA VIPUL BHOR

Age : 25 years, Occ. – Housewife
Residing at : Avasari, Taluka Aambegaon, District Pune.

8. MRS. JANHAVI SHRIKANT BHONDAVE

Age : 23 years, Occ. – Housewife
Residing At : Ravet, Taluka Haveli, District Pune.

9. MR. VILAS RAMCHANDRA PALEKAR

Age : 52 years, Occ. – Service

10. MRS. VIDYA VILAS PALEKAR

Age : 47 years, Occ. – Housewife

11. MR. VIHANG VILAS PALEKAR

Age : 26 years, Occ. – Education/ Agriculturist

12. MR. NINAD VILAS PALEKAR

Age : 22 years, Occ. – Education/ Agriculturist

No. 9 to 12 Residing at : Rajhans Building,
Dadar Mumbai 400014

13. MRS. SADHANA ANIL BHOSALE

Age : 37 years, Occ. – Housewife
Residing at : Gravila Apartment, Magarpatta City,
Hadapsar, Pune 411028.

14. SMT. SUSHILA PRAKASH PALEKAR

Age : 50 years, Occ. – Housewife

15. MR. SAGAR PRAKASH PALEKAR

Age :27 years, Occ. –Agriculturist

16. MR. SUNIL PRAKASH PALEKAR

Age : 24 years, Occ. –Agriculturist

No. 14 to 16 Residing at: Ravet, Nearby Dharmaraj Temple,
Palekar Wada, Taluka Haveli, District Pune 412101.

17. MRS. DIPALI SHANKAR BHEGADE

Age : 24 years, Occ. -Agriculturist

18. MR. NANDKUMAR BHALCHANDRA BHONDAVE

Age : 48 years, Occ. - Agriculturist
Forself and as guardian of No. 21

19. MRS. MOHINI NANDKUMAR BHONDAVE

Age : 44 years, Occ. - Housewife

20. MASTER NINAD NANDKUMAR BHONDAVE

Age : 19 years, Occ. - Education

21. MASTER SHREYAS NANDKUMAR BHONDAVE

Age : 15 years, Occ. – Education

No. 17 to 21 Residing at : Shinde Vasti Ravet,
Taluka Haveli, District Pune 412101

22. MR. SOMNATH BHALCHANDRA BHONDAVE

Age : 42 years, Occ. – Agriculturist
Residing at : Avasari, Taluka Aambegaon, District Pune.
Forself and as guardian of No. 24 and 25

23. MRS. HEMA SOMNATH BHONDAVE

Age : 38 years, Occ. – Housewife

24. MASTER SUMIT SOMNATH BHONDAVE

Age : 14 years, Occ. – Education

25. MISS. SHRUSHTI SOMNATH BHONDAVE

Age : 11 years, Occ. – Education

No. 23 to 25 Residing at : Shinde Vasti Ravet,
Taluka Haveli, District Pune 412101

26. MRS. SHEELA PRAKASH BALWADKAR

Age : 44 years, Occ. – Housewife
Residing at : Baner, Taluka Mulashi, District Pune

27. SMT. HEERABAI BHALCHANDRA BHONDAVE

Age : 67 years, Occ. – Housewife
Residing at : Ravet, Taluka Haveli , District Pune

(Hereinafter called and referred to as '**THE VENDORS**' for the sake of brevity and convenience, which expression unless context to the contrary shall mean and include their legal heirs, executors, administrators, assigns, representatives, etc.)

...PARTY OF THE FIRST PART

AND

1. _____ CO-OPERATIVE HOUSING SOCIETY LTD.

A Co-operative Housing Society
Registered under the Maharashtra Co-operative
Societies Act, 1960, under Registration No.

Having its registered office at: _____

Through it's

A. Chairman

B. Secretary

2. _____ CO-OPERATIVE HOUSING SOCIETY LTD.

A Co-operative Housing Society
Registered under the Maharashtra Co-operative
Societies Act, 1960, under Registration No.

Having its registered office at: _____

Through it's

A. Chairman

B. Secretary

(Hereinafter called and referred to as '**THE PURCHASER**' for the sake of brevity and convenience, which expression shall, unless context to the contrary shall mean and include its present and future office bearers and their successors in title)

...PARTY OF THE SECOND PART

Survey No. 153/2A

WHEREAS all that piece and parcel of the land at S. No. 153/2A was ancestral property of Mr. Govind Rambhau Palekar. The said Mr. Govind Rambhau Palekar was expired on 29/07/1944 leaving behind him following legal heirs namely 1) Mr. Ramchandra Govind Palekar, 2) Mr. Narayan Rambhau Palekar, 3) Mr. Ananda Rambhau Palekar, 4) Mr. Shankar Rambhau Palekar as his legal heirs. As his legal heirs, their names, and the name of Mr. Narayan Rambhau Palekar was recorded as Manger of HUF in the record of rights under mutation entry no. 649;

AND WHEREAS As per order passed in Darkhast No. 101 of 1966 by 3rd Joint Civil Judge Junior Division, Pune through civil court and the name of Mr. Narayan Rambhau Palekar as Manegar of HUF was deleted accordingly in respect of the said properties. And on dated 14/04/1975 possession of the said property along with other properties were given to Mr. Ramchandra Govind Palekar and the name of Mr. Ramchandra Govind Palekar as owner as per Mutation Entry No. 1596;

AND WHEREAS as per dt. 10/11/1976 by Special Land Acquisition Officer, (9) Pune through Circle Officer the portion of the land out of Survey No. 153/2A was acquired for MIDC and the land retained by the owner Mr. Ramchandra Govind Palekar has been numbered as Survey No. 153/2A admeasuring area 00 hector 69 R plus Pothkharaba 00 hector 04 R and the property acquired by MIDC has been numbered as 153/2B admeasuring 00 Hector 06 R remark of the same was recorded in the record of rights under Mutation Entry No. 1734;

AND WHEREAS in view of implementation of Weights & Measurements Act, the area of the land measured in Acres & Gunthas was changed to Hectors & Aars and the same was given effect in revenue record under mutation entry no. 1375;

AND WHEREAS Mr. Ramchandra Govind Palekar was expired on 13/10/1995 intestate leaving behind widow Smt. Shakuntala Ramchandra Palekar three sons namely 1) Mr. Prakash Ramchandra Palekar, 2) Mr. Pravin Ramchandra Palekar, 3) Mr. Vilas Ramchandra Palekar, and daughter namely Mrs. Sadhana Ramchandra Palekar. Due to the death of Mr. Ramchandra Govind Palekar the said property i.e. Survey No. 153/2A admeasuring area 00 hector 69 R plus Potkharaba 00 hector 04 R total area 00 hector 73 R is inherited by his aforesaid legal heirs and accordingly theirs name have been mutated in the record of rights. As per mutation Entry No. 2963;

AND WHEREAS there was difference in the original area of the said property along with other properties and phalani bara was corrected and accordingly Survey No. 153/2A area admeasuring 00 Hector 69 R plus pot kharaba 00 hector 04 R total area 00 hector 73 R recorded in the name of Mr. Prakash Ramchandra Palekar. As per mutation Entry No. 3524;

AND WHEREAS that out of the said owners Mr. Praksash Ramchandra Palekar Expired on 10/09/2005 leaving behind him his following legal heirs a) smt. Sushila Prakash Palekar, b) Mr. Sagar Prakash Palekar, c) Mr. Sunil Prakash Palekar, d) Miss. Deepali Prakash Palekar and accordingly their names have been mutated in the record of rights vide mutation entry no. 6014;

Survey No 153/1C/1

AND WHEREAS the property S. No. 153/1C admeasuring 1 Acre 17 R assessed Rs. 2=53 being and being at village Ravet, Tal. Haveli, Dist. Pune originally belongs to Mr. Pandurang Daulat Bhondve. That the said property was his ancestral property and come to his share by family partition and his name had recorded in the rights of record as owner thereof vide mutation entry no. 1377;

AND WHEREAS the said owner Mr. Pandurang Daulat Bhondve expired on 18/08/1985 leaving behind him his following legal heirs 1) Mr. Daulat Pandurang Bhondve and 2) Mrs. Alka Ashok Balghare and accordingly their names have been mutated in the record of rights vide mutation entry no. 2080;

AND WHEREAS the said Mrs. Alka Ashok Balghare expired hence Mr. Daulat Pandurang Bhondve applied to revenue authority and statement was given by her husband Mr. Ashok Balghare accordingly her name was deleted from 7/12 extract of the said property and said effect given vide Mutation Entry No. 2140;

AND WHEREAS that the said owner Mr. Daulat Pandurang Bhondve has sold the property admeasuring 00 hector 38.5 R assessed Rs. 2=30 out of Survey No. 153/1C/1 at Village Ravet, Tal. Haveli, Dist. Pune to Mr. Bhalchnadra Dhonduji Bhondve on 22/05/1986 by registered sale deed, which sale deed is registered with sub – registrar Haveli No. 14 at Sr. No. 6647/1986 dated 22/05/1986. Thus by virtue of the sale deed the said property and accordingly his names was recorded by Mutation Entry No. 2125;

AND WHEREAS the said owners i.e. Vendors No. 1 and 2 Mr. Pravin Ramchandra Palekar and others and Mr. Nandkumar Bhalchandra Bhondve and others wanted to develop their respective share of the properties bearing Survey No. 153/2A admeasuring 00 H 73 R and property bearing Survey No. 153/1C/1 admeasuring 00 H 38.5 R being and lying at Village Ravet, Tal. Haveli, Dist. Pune and due to lack of fund and construction knowledge, hence they have entered into a Joint Development Agreement on 31/07/2013, with M/s Dharmaraj Developers a registered partnership firm having its Partner Mr. Rajendra Dagdu Bhondve for developing, disposing etc., the said property, which joint Development agreement is registered with Sub- Registrar Haveli No. 18 at sr.no. 5693/2013 dated 02/08/2013;

AND WHEREAS in the aforesaid manner M/s. Dharmaraj Developers acquired development rights the land which is more particularly described in the '**Schedule I**' written hereunder (hereinbefore and hereinafter called and referred to as the '**said land**' for the sake and brevity and convenience);

AND WHEREAS the Vendor No. 1 herein has approved the plans, specifications, elevations, sections and details from Pimpri Chinchwad Municipal Corporation Commencement Certificate bearing No. BP/Ravet/54/2013 dated 26.11.2013 and Revised Commencement Certificate bearing No. BP/Ravet/4 /2015 dated 17.01.2015;

AND WHEREAS the Collector Pune granted permission for the Non Agricultural use of the part of the said land, vide its Order dated 12.01.2015 in case No. PMH/NA/SR 1097/2013;

AND WHEREAS after the completion of the construction work of the said building the Pimpri Chinchwad Municipal Corporation had issued completion certificate No. _____;

AND WHEREAS thereafter the Vendors have handed over the possession of the flats to the respective flat Purchaser in the said building as per agreements entered into between the parties and such flat holders have accepted possession thereof in terms of their respective agreements;

AND WHEREAS a Co-operative Housing Society of the flat Purchaser came to be formed and registered in the office of the Deputy Registrar, Co-operative Societies, Pune, vide Registration Certificate No. _____ namely the Purchaser herein;

AND WHEREAS the particulars of the list of members of the Purchaser Society, the flats occupied by them, area of each flat, the date of agreement, the price of the flat, stamp duty paid and the registration fee paid, etc. have been encapsulated herein below in a tabular form in '**ANNEXURE**' written hereunder;

AND WHEREAS in pursuance to various agreements executed by and between the Vendors and the various individual flat Purchaser, the Vendors have agreed to convey the title of the land and building, in favour of the Purchaser herein and in furtherance of the said obligation, the Vendors herein are executing the present Conveyance Deed in favour of the Purchaser herein;

AND NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONVEYANCE:

The Vendors herein do hereby grant, convey and transfer unto the Purchaser and the Purchaser accepts, the said land along with superstructure standing thereon and all the common amenities, (hereto before and herein after collectively called and referred to as the '**said property**' for the sake of brevity and convenience, which property is more particularly described in the '**Schedule I**' written hereunder) for the consideration paid by the members of the Purchaser society to the Vendors herein vide registered Agreement to Sell mentioned in the **schedule II** written here under.

2. CONSIDERATION:

The members of the Purchaser society have paid the aforesaid total agreed consideration to the Vendors herein in furtherance of the agreements entered between the Vendors and the members of the Purchaser herein. The Vendors herein have received the abovementioned total agreed consideration and doth hereby acquit, release and discharge the Purchaser there from.

3. POSSESSION:

The Vendors herein have delivered vacant, peaceful and physical possession of the said property to Purchaser herein and the Purchaser confirms the receipt of the vacant, peaceful and physical possession of the said property. No separate possession receipt has been made thereof.

4. HERITABLE & TRANSFERABLE PROPERTY:

The Purchaser is hereby entitled to have and to hold the said property and all singular other parts thereof, hereby granted and sold or intended so to, be with it and every of its rights, benefits and appurtenances unto and to the use of the Purchaser forever and to be held as heritable and transferable immovable property, within the meaning of any law for the time being in force. The Purchaser shall and may, at all times hereafter peaceably and quietly, enter upon and occupy, possess and enjoy the said property and receive the rents, issues and profits thereof to and for its own use and benefit without any suit, eviction, interruption, claim and/or demand whatsoever from and by the Vendors, their respective successor in title or any person/s lawfully or equitably claiming or to claim by, from, under or in trust for it or any of them.

5. RIGHT & AUTHORITY:

The Vendors herein further assure, agree, declare, confirm and covenant unto the Purchaser that notwithstanding any act, deed, matter or thing whatsoever, done by the Vendors herein or any person or persons lawfully or equitably claiming or to claim by, from, through, under or in trust for it, made, done or knowingly suffered to the contrary, they, the Vendors now have in themselves good right, full power and absolute authority to the said property and that they have every right and authority to convey the same to the Purchaser.

6. MARKETABLE TITLE:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that the said property is free from all encumbrances of whatsoever nature and that there is no encumbrance by way of sale, gift, lease, tenancy, license, exchange, partition, mortgage, charge, lien, inheritance, trust, maintenance, possession, easement, agreement or otherwise, howsoever. The Vendors herein doth herein further declare and undertake that if at all, any encumbrance is found on the said property in future, the same shall be removed and rectified by them.

7. RATES & TAXES:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that they have paid all the rates, taxes, cesses and levies of the said property, to the Government, Semi-Government and Local Authorities, prior to the receipt of completion certificate and that there were no arrears pertaining to the same. It is agreed by and between the parties that after the receipt of the completion certificate the Purchaser herein shall pay all rates, taxes, cesses and levies of the said property, to the Government, Semi-Government and Local Authorities, from time to time.

8. ACQUISITION:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that they have not received any notice of acquisition, requisition or reservation from any Government, Semi-Government and Local Authorities and that the said property is not a subject matter of any acquisition, requisition or reservation proceedings.

9. ORIGINAL DOCUMENTS:

The Vendors have handed over all the original deeds, documents, writings, vouchers, and other evidence of title relating to the said property or any part thereof to the Purchaser herein. The Purchaser acknowledges the receipt of all the original title documents of the said property.

10. UNDERTAKING BY THE PURCHASER :

The Purchaser herein do hereby undertakes, assures, agrees, confirms and affirms unto the Vendors that the parking and other open spaces, terrace or any other amenity allotted by the Vendors to its individual members, vide various agreements shall continue to remain the same and each flat holder shall have exclusive right to enjoy the parking and other open spaces, terrace or any other amenity as allotted to him/her/them by the Vendors. The Purchaser shall after execution of these presents shall pass a resolution allotting the parking and other open spaces, terrace and any other amenity as has been allotted by the Vendors to each of its member vide various agreements. The Purchaser undertakes and assures that it shall not raise any objection pertaining to the allotment of parking, open areas, terrace or other amenity by the Vendors to individual flat holders and the allotment shall continue to remain the same forever, for which the Purchaser has given his irrevocable consent and confirmation. The Purchaser undertakes and assures that it has no claim of whatsoever nature against the Vendors.

11. MUTATION OF NAME OF THE PURCHASER:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that they shall co-operate with the Purchaser for mutating the name of the Purchaser on the Property card, Seven Twelve Extract and other revenue records of said Property, for which the Vendors have given their consent.

12. STAMP DUTY, REGISTRATION FEES:

The expenses pertaining to stamp duty, registration fees, advocates fees, typing charges, etc. in respect of the present Deed of Conveyance has been exclusively borne and paid by the Purchaser herein.

SCHEDULE I
DESCRIPTION OF THE SAID PROPERTY REFERRED TO ABOVE

All that piece and parcel of land at Survey No. 153/2A admeasuring about 00 H 73 R and land at Survey No. 153/1C/1 admeasuring about 00 H 38.5 R, at Village Ravet, Taluka Haveli and within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is collectively bounded as follows :

On or towards East	: By MIDC Road
On or towards South	: By Property of Mr. Dattatray Narayan Bhondve of Survey No. 153/3
On or towards West	: By road
On or towards North	: by property of Smt. Endumati Sadashiv Bhondve and others

IN WITNESS WHEREOF the Vendors hereto have set their respective hands and seals and the Purchaser has affixed its common Seal to the original on the day and the year first hereinabove mentioned.

**SIGNED SEALED AND DELIVERED BY THE
WITHINAMED THE VENDORS No. 1 Forself and
As Constituted Attorney of VENDORS No. 2 to 27**

1. M/S. SHREE DHARMARAJ DEVELOPERS
Through its Partner
MR. RAJENDRA DAGADU BHONDAVE

**SIGNED SEALED AND DELIVERED
BY THE WITHINAMED PURCHASER**

1. _____ CO-OPERATIVE HOUSING SOCIETY LTD.
Through it's

A. Chairman

B. Secretary

2. _____ CO-OPERATIVE HOUSING SOCIETY LTD.
Through it's

A. Chairman

B. Secretary

In Presence of:

- | | | |
|----|-----------|---|
| 1. | Signature | : |
| | Name | : |
| | Address | : |
| 2. | Signature | : |
| | Name | : |
| | Address | : |