

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. NIRVAAN COS ASSOCIATES

A Partnership firm registered under the Indian Partnership Act, 1932 having office at – Sector No. 2, Indrayani Nagar, Bhosari, Pune 411026.
PAN: AALFN2487R
Through its Partner

a. NIRVAAN HOMES PRIVATE LTD.

Through its Director
Mr. RAJENDRA INDRAMAN SINGH
Age : 41yrs., Occupation: Business
Residing at : Sadguru Krupa, Plot No. 142, Sector No. 2, Indrayani Nagar, Pune 411026.

b. MR. MITESH VISHRAM PATEL

Age : 33 yrs., Occupation: Business
Residing at : Kendriya Vihar, N-3, Flat No. 49, Sector No. 4, Pune Nashik Road, Moshi Pradhikaran, Pune 412105.

c. SWAYAMBHU DEVELOPER

Through its Proprietor
MRS. HARSHADA RAHUL GAWALI
Age : 37yrs., Occupation: Business
Residing at : Gawali Nagar, Near Swayambhu Ganesh Temple, Bhosari, Pune – 411039.

No. 1 Forself and as Constituted Attorney of Nos. 2 to 4

2. MR. BALASAHEB BABAN JAMDADE

Age:55 yrs., Occupation: Service

3. MR. LAHU BABAN JAMDADE

Age:50 yrs., Occupation: Agriculturist

4. MR. ANKUSH BABAN JAMDADE

Age:52 years, Occupation: Agriculturist

All Residing at : Jamdade Vasti, Wakad, Taluka Mulshi, 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

_____ **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

(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

WHEREAS the land at Survey No. 61 belonged to Mr. Ramchandra Ganesh Gujar, Mr. Keshavlal Ganuseth Gujar, Mr. Ramanlal Tarachand Gujar, Mr. Shantalal Uttamchand Gujar, Mr. Jaikumar Uttamchand Gujar, Mr. Suryakant Uttamchand Gujar, Shashikala Uttamchand Gujar, Mr. Rajnikant Uttamchand Gujar and Smt. Hirabai Uttamchand Gujar prior to the year 1946;

AND WHEREAS the said Mr. Ramchandra Ganesh Gujar, Mr. Keshavlal Ganuseth Gujar, Mr. Ramanlal Tarachand Gujar, Mr. Shantalal Uttamchand Gujar, Mr. Jaikumar Uttamchand Gujar, Mr. Suryakant Uttamchand Gujar, Shashikala Uttamchand Gujar, Mr. Rajnikant Uttamchand Gujar and Smt. Hirabai Uttamchand Gujar sold the aforesaid land to Mr. Damu Raghu Jamdade vide Sale Deed dated 19.12.1946. In furtherance of the same the name of Mr. Damu Raghu Jamdade was mutated on the 7/12 extract vide Mutation Entry No. 947;

AND WHEREAS the said Mr. Damu Raghu Jamdade died on 26.05.1977 leaving behind him Mr. Baban Damu Jamdade (son), Mr. Maruti Damu Jamdade (son), Mr. Savta Damu Jamdade (son), Mr. Tukaram Damu Jamdade (son), Mr. Dnyanoba Damu Jamdade (son), Mrs. Baidabai Ganpat Gadekar (daughter), Mr. Sulochana Pandurang Doke (daughter), Mrs. Kondabai Ramchandra Doke (daughter), Smt. Janabai Maruti Kedari (daughter), Smt. Sonabai Damu Jamdade (widow) and Smt. Venu bai Damu Jamdade (widow) as his legal heirs. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 2226;

AND WHEREAS the said Mrs. Baidabai Ganpat Gadekar, Mr. Sulochana Pandurang Doke, Mrs. Kondabai Ramchandra Doke and Smt. Janabai Maruti Kedari released their right, title and interest in the aforesaid land in favour of Mr. Baban Damu Jamdade, Mr. Maruti Damu Jamdade, Mr. Savta Damu Jamdade, Mr. Tukaram Damu Jamdade and Mr. Dnyanoba Damu Jamdade vide application. In furtherance of the same their names were deleted from 7/12 extract vide Mutation Entry No. 2227;

AND WHEREAS the partition took place between Mr. Baban Damu Jamdade, Mr. Maruti Damu Jamdade, Mr. Savta Damu Jamdade, Mr. Tukaram Damu Jamdade and Mr. Dnyanoba Damu Jamdade vide Order issued by Hon'ble. Tahsildar, Mulshi dated 23.09.1992 bearing No. Jamin/Vibhajan/SR/98/92. In furtherance of the same land at Survey No. 61 admeasuring about 01 H 61 R came to the share of Mr. Babu Damu Jamdade and accordingly the name of Mr. Babu alia Baban Damu Jamdade was mutated on the 7/12 extract vide Mutation Entry No. 4936;

AND WHEREAS the partition took place between Mr. Baban Damu Jamdade, Mrs. Baby Shivaji Hirve, Mr. Balasaheb Baban Jamdade, Mr. Lahu Baban Jamdade and Mr. Ankush Baban Jamdade vide Order issued by Hon'ble. Tahsildar, Mulshi dated 22.05.1998 bearing No. Huno/Watap/ SR/13/98. In furtherance of the same following land came to the share of following owners.

Survey No.	Area	Name of Owner
61/1	33 R	Mr. Baban Damu Jamdade
61/2	32 R	Mr. Balasaheb Baban Jamdade
61/3	32 R	Mr. Lahu Baban Jamdade
61/4	32 R	Mr. Ankush Baban Jamdade
61/5	32 R	Mrs. Baby Shivaji Hirve

Accordingly their names were mutated on the 7/12 extract vide Mutation Entry No. 7109;

AND WHEREAS the partition took place between Mr. Baban Damu Jamdade, Mr. Balasaheb Baban Jamdade, Mr. Ankush Baban Jamdade, Mr. Lahu Baban Jamdade and Mrs. Baby Shivaji Hirve alias Baby Baban Jamdade with the consent of Mrs. Anusaya Baban Jamdade, Mrs. Chhaya Dilip Shende alias Chhaya Shivaji Hirve, Mrs. Sindhu Shantaram Mhetre alias Sindhu Shivaji Hirve, Mrs. Vandana Ashok Bhujbal alias Vandana Shivaji Hirve, Mrs. Kalpana Babu Lonkar alias Kalpana Shivaji Hirve and Mr. Sachin Shivaji Hirve vide Partition Deed dated 02.01.2014, which is duly registered in the office of the Sub Registrar Haveli No. 15 at Serial No. 52/2014. In furtherance of the same land at Survey No. 61/1 admeasuring about 33 R and land at Survey No. 61/5 admeasuring about 32 R came to the share of Mr. Balasaheb Baban Jamdade, Mr. Ankush Baban Jamdade, Mr. Lahu Baban Jamdade;

AND WHEREAS the said Mr. Balasaheb Baban Jamdade, Mr. Lahu Baban Jamdade and Mr. Ankush Baban Jamdade assigned the development rights of the said land in favour of M/s. Nirvaan Cos Associates i.e. Promoter herein vide Development Agreement dated 13.10.2014, which is duly registered in the office of the Sub Registrar Haveli No. 18 at Serial No. 7342/2014 read with Correction Deed dated 27.04.2015, which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 3642/2015 on 28.04.2015 and Power of Attorney dated 13.10.2014, which is duly registered in the office of the Sub Registrar Haveli No. 18 at Serial No. 7343/2014;

AND WHEREAS the said Mrs. Padma Balasaheb Jamdade, Mr. Nilesh Balasaheb Jamdade, Mrs. Sonal Nilesh Jamdade alias Sonal Nandkishor Parkhi, Mrs. Shubhangi Nagesh Jagtap alias Shubhangi Balasaheb Jagtap, Mrs. Vrushali Rajesh Shevkar alias Vrushali Balasaheb Jamdade, Mrs. Durga Lahu Jamdade forself and as guardian of Devesh, Mrs. Vaishali Ankush Jamdade, Mrs. Sonali Ankush Jamdade, and Mr. Onkar Ankush Jamdade confirmed the aforesaid Development Agreement dated 13.10.2014 in favour of M/s. Nirvaan Cos Associates vide Consent Deed dated 28.04.2015, which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 3643/2015;

AND WHEREAS in the aforesaid manner M/s. Nirvaan Cos Associates 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 dated 16.05.2016 bearing No. B.P./Layout/Wakad/81/2016;

AND WHEREAS the Tahasildar, Mulshi (Paud) granted permission for the Non Agricultural use of the part of the said land, vide its Order dated 28.01.2017 in case no. NA/SR/55/2016 and Sanad dated 08.02.2017 in case No. NA/SR/55/2016;

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 bearing Plot No. 1 admeasuring about 5436.00 sq. mtr. along with open space admeasuring about 702.14 sq. mtr. out of following Survey Nos. at Village Wakad, Taluka Mulshi and within the limits of Pimpri Chinchwad Municipal Corporation, District Pune.

Survey No.	Area
61/2	2361.94 sq. mtr.
61/3	3200 sq. mtr.
61/4	3200 sq. mtr.
61/5	771.84 sq. mtr.
Total	9533.78 sq. mtr.

and which land is collectively bounded as follows:

On or towards the East : by 24 mtr. wide DP Road
On or towards the South : by Survey No. 60
On or towards the West : by Plot No. 2 out of aforesaid Survey Nos.
On or towards the North : by Survey No. 65.

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 4**

1. M/s. NIRVAAN COS ASSOCIATES
Through its Partner

a. NIRVAAN HOMES PRIVATE LTD.
Through its Director
Mr. RAJENDRA INDRAMAN SINGH

b. MR. MITESH VISHRAM PATEL

c. SWAYAMBHU DEVELOPER
Through its Proprietor
MRS. HARSHADA RAHUL GAWALI

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

1. _____ CO-OPERATIVE HOUSING SOCIETY LTD.
Through

In Presence of:

1.

Signature

:
- Name

:
- Address

:
2.

Signature

:
- Name

:
- Address

: