**DEED OF CONVEYANCE**

This Indenture made at Thane this seventeenth day of February, Two Thousand Eighteen

**BETWEEN**

(1) SHRI MOHAMEDBHAI SALEHBHAI, (2) SHRI SHABBIR ESSUFBHAI, (3) SHRI JUZER ESSUFBHAI, (4) SMT. MEHFUZA GHAI, AND (5) SMT. NAFISA SITABKAN, all adults, Through their Power of Attorney Holder SHRI MOHAN MARUTIRAO DESHMUKH having address at 210, Udyog Bhawan, Sonawala Road, Goregaon (East), Mumbai-400 063, hereinafter referred to as the “VENDORS” (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors and administrators) of the FIRST PART;

**AND**

**M/S. DESHMUKH BUILDERS PRIVATE LIMITED,** formerly **M/S. DESHMUKH BUILDERS & DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 210, Udyog Bhawan, Sonawala Road, Goregaon (East), Mumbai - 400 063, hereinafter referred to as the **“CONFIRMING PARTY”** (which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the **SECOND PART**;

**AND**

**HILL CREST CO-OPERATIVE HOUSING SOCIETY LTD**., a society duly registered under the Societies Registration Act under No. **TNA/(TNA)/HSG/TC/10549/99 and having its office at Chitalsar, Manpada,** Ghodbunder Road, Thane (West) - 400 610, District Thane hereinafter referred to as the “**PURCHASERS”** (which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the THIRD PART.

**WHEREAS** one Janardhan Balwant Nachne was the absolute owner in respect of all that pieces and parcels of land and ground and hereditaments totally admeasuring about \_\_\_\_\_\_ square yards equal to 10,930 square meters being Gat No.71 and 59/10 situate, lying and being at Chitalsar, Manpada, Taluka Thane, District Thane in the Registration District and Sub-District which is more particularly described ‘Firstly’ in the first schedule to the property annexed hereto.

**AND WHEREAS** by a Deed of Conveyance dated 12.08.1953 executed between the said Janardhan Balwant Nachane therein called ‘the Vendors’ of the One Part and Salehbhai Essabhai & Sons, therein called ‘the Purchasers’ of the Other Part which is duly registered with the Sub-Registrar of Assurances at Thane under serial No. 274 on even date the said Salehbhai Essabhai & Sons purchased the said land more particularly described in the First Schedule together with the right of easement and all rights acquired by prescription or otherwise for the consideration and on the terms and conditions contained therein.

**AND WHEREAS** the said Salehbhai Essabhai died intestate on 04.12.1958 leaving behind his widow Shirinbai Salehbhai, his daughter Rubbabai Rupawala and two sons Essufbhai Salehbhai and Mohamedbhai Salehbhai as his only heirs and legal representatives according to the Shia Muslim Law by which the said Salehbhai Essabhai was governed at the time of his death.

**AND WHEREAS** Shirinbai Salehbhai the widow of the said Salehbhai by a Deed of Release dated 03.06.1960 duly registered under No. 4573 dated 18.06.1960 released her share, right, title and interest in all rents, profits and income of the estate of the said deceased including the said lands more particularly described in the First Schedule hereunder written in favour of the said Essufbhai Salehbhai and Mohamedbhai Salehbhai.

**AND WHEREAS** the said Rubbabai Rupawala the daughter of the said Salehbhai by a Deed of Release dated 13.09.1960 duly registered under No.6982 dated 13.09.1960 released her share, right, title and interest in all rents, profits and income of the estate of the said deceased including the said lands more particularly described in the First Schedule hereunder written in favour of the said Essufbhai Salehbhai and Mohamedbhai Salehbhai.

**AND WHEREAS** by virtue of the said two hereinabove referred Release Deeds the title and interest of the said deceased Salehbhai Essabhai stood transferred in favour of the said Essufbhai Salehbhai and the said Mohamedbhai Salehbhai.

**AND WHEREAS** the property was declared as non-surplus land by the Competent Authority.

**AND WHEREAS** theThane Municipal Corporation has by its order dated 27/9/1989 sanctioned & approved building plans on application of the vendors in respect of the property described in schedule hereunder.

**AND WHEREAS** the said Essufbhai died intestate on 18.11.1992 leaving behind Shri Shabbir Essufbhai and Shri Juzer Essufbhai as his only heirs and legal representatives according to the Shia Muslim Law by which the said Essufbhai was governed at the time of his death.

AND WHEREAS by diverse Deeds and Assurances DESHMUKH ENTERPRISES now known as M/S. DESHMUKH BUILDERS PRIVATE LIMITED, the Confirming Party herein, became entitled to develop the said property more particularly described in the First and Second Schedules hereunder.

**AND WHEREAS** out of the said entire land more particularly described in the First Schedule of Property hereunder written, a part/portion thereunder admeasuring 1982.25 sq. meters had been surrendered for the widening of the Ghodbunder Road and therefore, the balance net plot area that was available for development was 8947.75 sq. meters as is more particularly described in the Second Schedule of the Property hereunder written and is shown surrounded within the red coloured boundary line on the Plan annexed hereto.

**AND WHEREAS** the said partnership firm M/s. Deshmukh Enterprises has been converted into a Limited Company under the provisions of Companies Act, 1956 and the Registrar of Company, Mumbai, Maharashtra has issued a Certificate of Incorporation bearing No.11-1108067 of 1997 dated 15.05.1997 thereto registering the name as ‘DESHMUKH BUILDERS AND DEVELOPERS PVT. LTD. and by virtue of which all the assets, liabilities and obligations of the said partnership firm M/s. Deshmukh Enterprises vested in the said company Deshmukh Builders and Developers Pvt. Ltd.

**AND WHEREAS** DESHMUKH BUILDERS & DEVELOPERS PVT. LTD. filed a petition in the Hon’ble High Court at Bombay in the Scheme of Amalgamation under Sections 391 and 394 of the Companies Act, 1956 for sanctioning of the Scheme of Amalgamation of the Company herein with Modern Tiles Co. Pvt. Ltd. having its registered office at 209, Udyog Bhavan, Sonawala Road, Goregaon (East), Mumbai – 400 063.

**AND WHEREAS** The Hon’ble High Court at Bombay, sanctioned the Scheme of Amalgamation of the Company herein with Modern Tiles Co. Pvt. Ltd. thereby declaring the Scheme of Amalgamation to be binding on the Company herein with effect from 1st April, 2003 and by virtue of which all the assets of Company including all the properties, moveable and immovable assets, lease, licenses, rights, benefits, powers and authorities of every kind, nature and description, whatsoever, more particularly described in the Scheme of Amalgamation are transferred to and vested in Modern Tiles Co. Pvt. Ltd.

**AND WHEREAS** In terms of the above order, sanctioning Scheme of Amalgamation dated 23/09/2004 to be effective from 01/04/2003, all the properties, moveable and immovable assets, lease, licenses, rights, benefits, powers and authorities of every kind, nature and description, whatsoever, stood transferred to and vested in Modern Tiles Co. Pvt. Ltd. Further all the debts, liabilities, duties and obligation of the Company herein also stood transferred to Modern Tiles Co. Pvt. Ltd. so as to become debts, liabilities, duties and obligation of Modern Tiles Co. Pvt. Ltd.

**AND WHEREAS** Modern Tiles Co. Pvt. Ltd., passed a resolution in terms of section 21 of the Companies Act, 1956 and made the necessary application in the office of The Registrar of Companies, Maharashtra, Mumbai for change of its name to Deshmukh Builders Private Limited and pursuant to which a fresh Certificate of Incorporation being Certificate No.11-8914 dated 27th December2004 is issued by the office of The Registrar of Companies, Maharashtra, Mumbai therein approving and signifying the change of the name of the Company from Modern Tiles Co. Pvt. Ltd., to “**Deshmukh Builders Private Limited”.**

**AND WHEREAS** after acquiring development rights the CONFIRMING PARTY herein submitted plans to The Thane Municipal Corporation for approval of layout and the said Thane Municipal Corporation vide No. V.P. 88384/TMC/TDD/2430 dated 07.01.1993 sanctioned the plans.

**AND WHEREAS** the CONFIRMING PARTY submitted plans for the development of the said land to the Thane Municipal Corporation on portion of the said larger land which is more particularly described in the First and Second schedule of the property annexed hereto and the same being the land on which the said buildings are constructed and the land appurtenant thereto and the said Thane Municipal Corporation approved the plans vide No. V.P 87069/TMC/TDD/2680 dated 12.02.1993 and issued work commencement certificate dated 12.02.1993

**AND WHEREAS** the said CONFIRMING PARTY herein started the construction of six buildings on the said land as per the said approved plans and have completed the same and the said Municipal Corporation of Thane has issued the Occupation Certificate No. V.P. No. 88384/TMC/TDD/8 dated 01.04.1999 pertaining to Building No. 1 to 5 comprising of Ground and seven upper floors & Occupation Certificate No. V.P No. 88384/TMC/TDD/2490 dated 22.10.2002 pertaining to Building No. 6 comprising of Ground and six upper floors (part).

**AND WHEREAS** the said CONFIRMING PARTY herein agreed to sell the various flats in the said building to various flat purchasers on what is commonly known as Ownership basis and entered into the agreement for sale of flats with the purchasers as required under the Maharashtra Ownership Flat Act, 1963 and registered the same with the Sub-registrar of Assurances. A list of the flat purchasers, the date on which the agreement is executed, the flat No agreed to be sold to each of the flat purchaser, the consideration amount paid by each of the flat purchaser, the stamp duty paid on the said agreement and the registration number where under the said agreements are registered is more particularly set out in the list of the flat purchasers annexed hereto and marked as annexure “A”.

**AND WHEREAS** the said agreement executed between the said CONFIRMING PARTY herein and the said flat purchasers provided that the

1. Flat purchasers shall form themselves into a co-operative housing society / limited company
2. Vendors and the CONFIRMING PARTY shall sell, transfer and assign and cause the Vendors to sell, transfer and assign the said land more particularly described in the First and second schedule of the property annexed hereto to the said co-operative housing society / limited company to be formed by the flat purchasers
3. The said conveyance shall record and provide the common areas / amenities provided in the said layout scheme to be used and owned by the said society along with the other societies / limited companies to be formed by the purchasers of flats/shops in the buildings on the other portions of the lands in the said layout

**AND WHEREAS** the society is registered under the name “HILL CREST CO-OPERATIVE HOUSING SOCIETY LTD.” and its registration no. is TNA/(TNA)/HSG/(T.C)/10549/Year 99 dated 4/6/1999.

**AND WHEREAS** the said society formed by the purchasers of the flats namely the purchasers herein has in its Annual General Body Meeting dated **24/09/2017 & Special AGM dated 03/01/2018** resolved to obtain the conveyance / sale deed in respect of the said land with the building that is the land described in the Second schedule hereunder written together with the buildings constructed thereon and authorized its **Chairperson Smt. Sushma S.Goregaonkar, its Hon. Secretary Dr.R.Govindan and its Managing Committee Member Mr.Vinod Sonee,** to do all acts, deeds, matters and things and get the sale deed of the said land with building executed in favor of the purchasers and to execute the said deed on behalf of the Purchasers.

**AND WHEREAS** the said society has called upon the Vendors and the said CONFIRMING PARTY herein to execute the sale deed/conveyance in respect of the said land more particularly described in the Second schedule of property annexed hereto and the said buildings thereon in favor of the Purchasers herein to which the Vendors have agreed and the Purchasers being entitled to remission of the stamp duty paid by the Purchasers on their respective agreements as set out in annexure “A” herein claim the same.

Further in pursuance of the condition incorporated in the Agreement for Sale of flats that the sale deed shall be executed in favour of the society of the flat purchasers and the said flat purchasers having formed the society and the said society having called the Vendors and the said CONFIRMING PARTY to execute the sale deed of the said land and building thereon in favor of the Purchasers herein.

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NOW THIS INDENTURE WITNESSETH that in pursuance with the said various individual Agreements executed by and between the Confirming Party and the individual flat Purchasers who are the members of the Purchasers Society and in consideration an aggregate sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- received by the Confirming Party from the members of the Purchasers Society, the Receipt whereof the Confirming Party do hereby admit and acknowledge and acquit, release and discharge the Purchasers and all the members of the Purchasers.

They the Vendors and Confirming Party do hereby sell transfer convey and assign unto the Purchasers herein forever all that pieces and parcel of land or ground admeasuring \_\_\_\_ square meters being CTS. No.\_\_\_\_\_\_(pt) of Revenue village Chitalsar, Manpada, in the Registration District of Thane, Sub-division and Taluka Thane together with the six buildings assessed to municipal taxes under Municipal Assessment Ward No.\_\_\_\_\_\_\_\_ as more particularly described in the Second Schedule of the property annexed hereto.

To have & To hold all & singular, the said property hereinabove granted & conveyed unto & to the use of the Purchaser Society absolutely subject however to the payments of the rates, taxes & assessments, dues & duties now & hereafter to be chargeable upon the same & hereafter to become payable to the Govt. or to the Thane Municipal Corporation or any other public body in respect thereof AND It shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, possess and enjoy the said land and premises and the building hereby granted and conveyed with their appurtenances and receive the rents, issues & profits thereof & every part thereof & for their own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever by or from the Vendors or their heirs, executors, administrators & or any person or persons lawfully or equitably claiming or to claim from or under any of them.

The said land & buildings hereby granted & conveyed are free & clear & freely & clearly, absolutely acquitted, exonerated, released & forever discharged or otherwise by the Vendors & well and sufficiently saved, defended, kept harmless & indemnified of and against all former & other estate, titles charges and or encumbrances whatsoever had made, executed, occasioned or suffered by the Vendors or by any person or persons lawfully or equitably claiming or to claim by or in trust for them & any of them.

That the Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said land & building hereby granted or any part thereof from, under or in trust for them, the Vendors & their heirs, executors, administrators shall & will from time to time & at all times hereafter and at the request and cost of the Purchasers shall do and execute or cause to be done & executed all further & other lawful & reasonable acts, deeds, things & matters in law whatsoever for better and more perfectly & absolutely conveying the said land & building unto the use of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers & their successors and assigns or their counsel at law.

During construction of the said project due to chemical zone restrictions prevailing at relevant time, it was not possible for Confirming Party to consume full F.S.I. Hence there is a balance/unutilised F.S.I. of 210 sq. mtr. and the Purchasers herein confirm unfettered and exclusive right of the Confirming Party over the balance F.S.I. of 210 sq. mtr. and the Confirming Party shall be entitled to consume the said F.S.I. on obtaining the necessary permission from the Thane Municipal Corporation after the Conveyance Deed is executed. The Purchasers in their Annual / Special General Meeting have passed the necessary Resolution permitting the Confirming Party to consume the said F.S.I. of 210 sq. mtr. A copy of the said Resolution is annexed hereto. The Purchasers hereby agree and confirm that neither the Purchaser Society nor any of its members will make any complaint or cause any obstruction for construction.

Confirming Party confirms that before starting the construction, they will ensure structural stability of Building No.6 through Government certified Structural Engineer for load of additional floors on building No.6.

The Purchasers will hereby give NOC / Letter addressed to Thane Municipal Corporation giving their consent for utilization of balance FSI of 210 sq. meters by the Confirming Party. The Purchasers undertake to admit Confirming Party or their nominee / intending Purchasers of the said flats / units as members of the Purchaser Society.

And in consideration of the vendors executing the Deed of Conveyance in favor of the Purchasers the Purchaser covenants to indemnify & keep indemnified the First Vendor & the Confirming Party against all claims for damages, loss, costs, charges & expenses which the Vendors may suffer or incur on account of any such claim for damages, loss, costs, charges & expenses having been established by the said Purchasers or promotion against the Vendors under or by virtue of said agreement for sale in the Court of law.

# FIRST SCHEDULE HEREUNDER WRITTEN

ALL THOSE PIECES AND PARCELS OF LANDS situated, lying and being at Revenue Village Chitalsar, Manpada, in the Registration District of Thane, Sub-Division and Taluka Thane, bearing Gat No. 71 admeasuring 8,094 sq. meters or thereabouts and Gat No. 59 Hissa No. 10 admeasuring 2,833 sq. meters or thereabouts, in aggregate admeasuring 10,927 sq. meters or thereabouts.

**SECOND SCHEDULE HEREUNDER WRITTEN**

All that pieces and parcels of land or ground admeasuring 8947.75 sq. meters or thereabout Gut No.59, Hissa No.10 and Gut No.71, Chitalsar, Manpada, Ghodbunder Road, Thane together with the six buildings of which five buildings of Ground + 7 upper floors assessed to municipal taxes under the Municipal Assessment Ward No.\_\_\_\_\_\_\_\_ and one building of Ground + 6 upper floors assessed to municipal taxes under the Municipal Assessment Ward No.\_\_\_\_\_\_\_\_ together known as Hill Crest is shown surrounded within the red coloured boundary line on the Plan annexed hereto and bounded as follows :-

On or towards West \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On or towards East \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On or towards South \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On or towards North \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIRD SCHEDULE HEREUNDER WRITTEN**

“Common Areas and Facilities”, unless otherwise provided in the Declaration or lawful amendments thereto, means:

1. The land on which the building is located.

1. Foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes, lift, life machine room, chowks, common toilets, service ducts, entertainment hall and entrances and exits of the building.
2. The basements cellars, yards, gardens and storage spaces,
3. The premises for the lodging of janitors or persons employed for the management of the property.
4. Installation of central services, such as power, light, cold water.
5. The tanks, pumps, motors, septic tanks, soak pits, in general all apparatus and installation existing for common use.
6. Such community and other facilities as may be provided for in the declaration and
7. All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common uses.
8. “Limited common areas and facilities” means those common areas and facilities designated in the Declaration as reserved for use of certain units to the exclusion of the other units.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED

“VENDORS”

(1) SHRI MOHAMEDBHAI SALEHBHAI

(2) SHRI SHABBIR ESSUFBHAI

(3) SHRI JUZER ESSUFBHAI

(4) SMT. MEHFUZA GHAI and

(5) SMT. NAFISA SITABKAN

Through their Power of Attorney Holder

SHRI MOHAN MARUTIRAO DESHMUKH

in the presence of ………………………

1)

2)

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED

CONFIRMING PARTY

M/S. DESHMUKH BUILDERS PRIVATE LIMITED

Through its Director SHRI MOHAN MARUTIRAO DESHMUKH

in the presence of ………………………

1)

2)

SIGNED, SEALED AND DELIVERED

BY THE WITHINNAMED

PURCHASERS

HILL CREST C.H.S. LTD.,

Through Chairman, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Committee Member \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of ………………………

1)

2)