**Conveyance of the Land and Building by the Promoters in Favour
of a Co-operative Housing Society**

THIS DEED OF CONVEYANCE made at \_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 200\_\_\_\_ BETWEEN **M/S. ABC VENTURES ESTATE AND DEVELOPMENT PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having it’s registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter referred to as **“THE PROMOTERS**” (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) **OF THE** **ONE PART; AND PQR
CO-OPERATIVE HOUSING SOCIETY LTD.,** a Co-operative Housing Society registered under the provisions of MAHARASHTRA
CO-OPERATIVE SOCIETIES ACT, 1960 *vide* Registration
No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ and having its address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called **“THE PURCHASERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART;**

WHEREAS:—

(a) The Promoters are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground situate lying and being at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ containing by admeasurements \_\_\_\_\_\_ sq. yards or there about equivalent to \_\_\_\_\_\_\_\_ sq. mts. bearing Survey No. \_\_\_\_\_\_\_\_ Hissa No. \_\_\_\_\_, C. T. S. No. \_\_\_\_\_\_\_\_ and more particularly described in the **Schedule** hereunder written and hereinafter referred to as **“the said plot”**.

(b) The Promoters have constructed building/s known as “PQR APARTMENTS” consisting of \_\_\_\_\_\_\_\_\_\_\_ flats/tenements on the said plot admeasuring \_\_\_\_\_\_\_\_\_\_\_\_\_ sq. ft. of built up area.

(c) The Promoters have sold the said flats/tenements to various Purchasers (hereinafter referred as “**the said flat Purchasers**”) under various agreements. All the said agreements are duly stamped and registered. The names of the said flat Purchasers together with particulars regarding Flat numbers, cost of the flats, stamp duty paid and the serial numbers under which the said agreements are lodged for registration are more particularly described in **Annexure “A”** hereto.

(d) The said building is duly completed by the Promoters and the requisite completion and occupation certificate in respect of the same are also obtained by them.

(e) Towards sale and purchase of the said flats/tenements, the said flat Purchasers have in all paid the total consideration of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to the Promoters and the said flat Purchasers are put in possession of their respective flats by the Promoters.

(f) The said Flat Purchasers have formed and registered the co-operative Housing Society, being the Purchasers herein.

(g) At the request of the said various Flat Purchasers and as agreed under the agreements for sale with them by the Promoters and at the request of the Purchasers herein, the Promoters have agreed to execute the present conveyance in favour of the Purchasers in respect of the said plot along with structures thereon *i.e.* the said building “PQR APARTMENTS” more particularly described in the Schedule hereunder written. For the purpose of the present conveyance no additional or separate consideration is being paid to the Promoters save and except the said consideration of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ already received by the Promoters under various agreements with the said 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 flat Purchasers (being the members of the Purchasers Society) to the Promoters under separate Agreements (receipt whereof the Promoters do hereby admit and acknowledge and acquit, release and discharge the Purchasers forever) and in pursuance of the said various agreements entered into with the members of the Purchasers and as agreed therein THEY the Promoters do hereby grant convey transfer and assure unto the Purchasers ALL THOSE pieces or parcels of land or ground situate lying and being at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Registration District and Sub-District of \_\_\_\_\_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_\_\_\_ square meters or thereabouts and more particularly described in the **Schedule** hereunder written together with structures standing thereon (which said land, here determents and premises are hereinafter for brevity’s sake referred to as “**the said premises**”) TOGETHER WITH all and singular the structures building house standing thereon with edifices buildings court yards areas compounds sewers drains ditches shrubs ways paths passages, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said land or ground here determents and premises or any part thereof belonging or in any wise appertaining to or with the same or any part thereof now at or any time here before 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 whatsoever AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoter and its’ predecessors-in-title in to out of or upon the said property or any part thereof TO HAVE AND TO HOLD all and singular the said land here determents and premises hereby granted conveyed, sold, transferred and assured or intended or expressed so to be with their and every of their rights members and appurtenances UNTO AND TO THE USE and benefit of the Purchasers for ever 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 Corporation or any other public body or local authority in respect thereof AND the Promoters do and each of them doth hereby for themselves and their successors and assigns covenant with the Purchasers THAT notwithstanding any act, deed, matter or thing whatsoever by the Promoters or any person or persons lawfully or equitably claiming by from through under or in trust for them made done committed omitted or knowingly or willingly suffered to the contrary THEY the Promoters now have in themselves good right full power and absolute authority to grant convey transfer and assure the said premises hereby granted conveyed transferred and assured or intended so to be unto and to the use of the Purchasers in manner aforesaid AND THAT it shall be lawful for the purchasers from time to time and at all times hereafter peaceably and quietly to hold use, occupy, possess and enjoy the said premises hereby granted conveyed transferred and assured with their appurtenances and receive the rents issues and profit thereof and of every part thereof to and for its own use and benefit without any suit lawful eviction interruption claim and demand whatsoever from or by the Promoters or their successors and assigns or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for them or any of them AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and for ever discharged or otherwise by the Promoters well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates, title, charge and encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the Promoters or by any other person or persons lawfully or equitably claiming or to claim by from or in trust for them or any of them; AND that they the Promoters and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby granted conveyed transferred and assured or any part thereof by from under or in trust for them the Promoters or their successors 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 and reasonable acts, deeds, matters and things conveyance and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers its successors or assigns or their counsel-in-law for assuring the said premises and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Purchasers in manner aforesaid 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 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 Annexture “A” hereto and on which said agreements the stamp duty aggregating to Rs. \_\_\_\_\_\_\_\_\_\_\_ has been paid and which said payment of stamp duty is herein adjusted as per provision of Article 25 read with second proviso to Explanation I of Schedule I of Bombay Stamp Act, 1958.

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

**THE SCHEDULE ABOVE REFEFRRED TO:**

(Give detailed description of the land along with the
newly constructed building)

THE COMMON SEAL OF the within Named )

M/S. ABC VENTURES ESTATE AND )

DEVELOPMENT PRIVATE LIMITED, )

the Promoters above Named )

is hereunto affixed pursuant to the )

Resolution of its Board of Directors )

passed in that behalf, on the \_\_\_\_\_\_ )

day of \_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_\_ in the presence of )

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chairman and )

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary and in )

the presence of:— )

THE COMMON SEAL OF the within Named )

PQR APARTMENT CO-OPERATIVE )

HOUSING SOCIETY LTD., the Purchasers )

Above Named is hereunto affixed pursuant to the )

Resolution of its Managing Committee )

passed in that behalf, on the \_\_\_\_\_\_ )

day of \_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_\_ in the presence of )

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chairman )

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Treasurer and in )

the presence of:— )