

(RERA REDGE NO- _____)

DEED OF CONVEYANCE

For Sale of **Flat No.** _____ admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the _____ Floor in a scheme known as “**Z LUXURIA**” situated at – Sub Plot No. (21/1+23)/1, of Amalgamated F.P. No.21/1 + 23 of T.P.39(Thaltej), Survey No.232/1 & 233, Thaltej, Ta. Ghatlodiya, Ahmedabad for total price/consideration of Rs._____/-(Rupees _____ only).

THIS INDENTURE made at Ahmedabad this ____ day of _____ in the Christian year Two Thousand _____.

(2)

BY AND BETWEEN

ZADE INFRABUILD LLP (PAN NO : AADFZ 1672 Q), a Limited Liability Partnership Firm of Ahmedabad registered under section 12 (1) of the Limited Liability Partnership Act, 2008, having registered No. ABB-4404, dated 21/06/2022 and its office at : Zade Group Corporate Campus, F.P.197, T.P.37, Nr. Bagban party plot, B/s. The West Face, Thaltej, Ahmedabad-380059 through its authorized partner Chiragkumar Chhaganbhai Patoliya (AADHAR NO- 5155 7820 6189), adult, occupation Business, Indian National and residing at : F-103, Copper Stone, Nr. Shridhar Bunglows, Thaltej, Ahmedabad-380059 hereinafter referred to as "VENDOR" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the person above and named and its partners and their heirs, executors, administrators and assignee) of the FIRST PART

AND

(1) _____ (PAN NO :. _____)
(AADHAR NO :- _____) and (2)

(PAN NO :. _____)
(AADHAR NO :- _____), both adults, Occupation
Business, Indian National and residing at :

hereinafter referred to as "THE PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as if the Purchaser purchased in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

That the brief history of Revenue Survey No.232/1 and 233 as follows ;

REVENUE SURVEY NO. 232/1

The then agriculture land bearing Revenue Survey No. 232 admeasuring 10927 Sq. Mtrs. land was owned possessed by Dahyabhai Shamalbhai prior to the year 1930-31 ago.

Thereafter the said Dahyabhai Shamalbhai died on dated 02/06/1970 leaving behind his heirs viz:- (1) Bhalabhai Dahyabhai, (2) Atmaram Dahyabhai, (3) Keshavlal Dahyabhai and (4) Kashiben Dahyabhai and their names were entered by succession right in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No.

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3834, dated 15/12/1970 which was duly certified by the concerned Revenue Authority.

Thereafter the said (1) Bhalabhai Dahyabhai, (2) Atmaram Dahyabhai and (3) Kashiben Dahyabhai released their right title and interest from the said land and their names were deleted from the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 5571, dated 28/11/1980 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Bhalabhai Dahyabhai, (2) Atmaram Dahyabhai names were deleted from the said land by mutation entry No. 5571. Originally (1) Bhalabhai Dahyabhai, (2) Atmaram Dahyabhai and (3) Keshavlal Dahyabhai are the occupier of the said land out of which Bhalabhai Dahyabhai died on dated 22/07/1987 leaving behind his heirs viz:- 1) Maniben Bhalabhai, (2) Ramanbhai Bhalabhai, (3) Parshottambhai Bhalabhai, (4) Babubhai Bhalabhai and their names were entered in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 6426, dated 29/12/1988 which was duly certified by the concerned Revenue Authority.

Thereafter as per the possession of the occupiers the said land was mutually parted i.e. (1) admeasuring 2731 Sq. Mtrs. came in the part of Keshavlal Dahyabhai, (2) admeasuring 1525 Sq. Mtrs. + 2286 Sq. Mtrs. total admeasuring 3811 Sq. Mtrs. came in the part of Ramanbhai Bhalabhai, Parshottambhai Bhalabhai, Babubhai Bhalabhai and Maniben Wd/o. Bhalabhai Dahyabhai and (3) admeasuring 4385 Sq. Mtrs. came in the part of Atmaram Dahyabhai. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 6634, dated 06/12/1989 which was duly certified by the concerned Revenue Authority.

Thereafter the said (1) Keshavlal Dahyabhai, (2) Savitaben W/o. Keshavlal Dahyabhai, (3) Kokilaben Keshavlal, (4) Prafullaben Keshavlal, (5) Bakul Keshavlal and (6) Ila Bakulbhai sold and conveyed the said land bearing Revenue Survey No. 232 paiki admeasuring 2731 Sq. Mtrs. in favour of (1) Jagdishbhai Amratlal, (2) Narendrakumar Amratlal, (3) Bharatkumar Amratlal and (4) Jitendra Amratlal which was duly registered with the Sub- Registrar of Ahmedabad under serial no. 8589, dated 17/04/1990. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 6719, dated 19/04/1990 which was duly certified by the concerned Revenue Authority.

Thereafter Maniben Wd/o. Bhalabhai Dahyabhai died on dated 22/11/1991 and her name was deleted from the

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revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7012, dated 30/01/1992 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Atmaram Dahyabhai and (2) Vasudev Atmaram sold and conveyed the said land bearing Revenue Survey No. 232 paiki admeasuring 4385 Sq. Mtrs. in favour of (1) Jayantilal Meghjiabhai and (2) Ashishbhai Natvarlal which was duly registered with the Sub-Registrar of Ahmedabad under serial no. 3120, dated 13/02/1992. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7073, dated 27/06/1992 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Ramanbhai Bhalabhai for himself and Karta of HUF and guardian of Minor Manoj Ramanbhai, (2) Parshottambhai Bhalabhai for himself and Karta of HUF and guardian of Minor Niravkumar Parshottam and (3) Babubhai Bhalabhai sold and conveyed the said land bearing Revenue Survey No. 232 paiki admeasuring 1525 + 2286 Sq. Mtrs. total admeasuring 3811 Sq. Mtrs. in favour of (1) Jayantilal Meghjiabhai and (2) Ashishbhai Natvarlal which was duly registered with the Sub-Registrar of Ahmedabad under serial no. 3112, dated 13/02/1992. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7074, dated 27/06/1992 which was duly certified by the concerned Revenue Authority.

Thereafter Deputy Collector Viramgarm Prant reverse the notice vide his order No.120/92 dated 07/01/1993 issued under section- 9 of Fragmentation Act as there were no breach under section- 7 of Gujarat Prevention of Fragmentation and Consolidation of Holdings Act. The entry to that effect was also entered in the Revenue Records vide mutation entry Entry No. 7196, dated 27/01/1993 and entry No. 7280, dated 22/09/1993 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Jayantilal Meghjiabhai and (2) Ashishbhai Natvarlal through their power of attorney hold Amarshibhai L. Patel sold and conveyed the said land bearing Revenue Survey No. 232 paiki admeasuring 8196 Sq. Mtrs. in favour of Mihir Co. Operative Housing Society Limited which was duly registered with the Sub-Registrar of Ahmedabad under serial no. 24450, dated 05/11/1993. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7316, dated 25/11/1993 which was duly certified by the concerned Revenue Authority.

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Thereafter (1) Jagdishbhai Amrutlal, (2) Narendrakumar Amrutlal, (3) Bharatkumar Amrutlal and (4) Jitendra Amrutlal sold and conveyed the said land bearing Revenue Survey No. 232 paiki admeasuring 2731 Sq. Mtrs. in favour of Chunilal Bhikhabhai which was duly registered with the Sub-Registrar of Ahmedabad under serial no. 1919, dated 09/02/1993. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7702, dated 15/03/1996 which was duly certified by the concerned Revenue Authority.

Thereafter Mamlatdar and Krushipanch Dascroi vide Tenancy Case No. 137/93, dated 30/11/1993 stated that the sale of the said land was between farmers so there was no breach found under Tenancy Act 2 (6), under Section- 63. The proceedings under section- 84 (c) were closed and notice were reversed. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7832, dated 19/08/1996 which was duly certified by the concerned Revenue Authority.

Thereafter Chunilal Bhikhabhai Gajjar sold and conveyed the said land bearing Revenue Survey No. 232 paiki admeasuring 2731 Sq. Mtrs. in favour of (1) Mafatlal Hirabhai, (2) Rukhiben Hirabhai and (3) Bababhai Kanjibhai which was duly registered with the Sub-Registrar of Ahmedabad- 3 (Memnagar) under serial no. 2953, dated 23/07/1996. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7842, dated 20/08/1996 which was duly certified by the concerned Revenue Authority.

Thereafter Shree Ganeshsagar Co. Op. Housing Society Ltd was holding agriculture land in Village Sola vide Khata No. 376 subsequently the said society was bifurcated in the thirty seven part as per order of Assistant District Registrar of Co-Operative Societies, (Jilla Panchyat), Ahmedabad vide its order no. Pacht-Sahak-Vibhajan 91, dated 23/09/1991 and accordingly land bearing Revenue Survey No. 232 admeasuring 8196 Sq. Mtrs. and other land came to be owned and possessed by Mihir Co-Operative Housing Society Limited. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7921, dated 18/10/1996 which was duly certified by the concerned Revenue Authority.

Thereafter Additional Collector (Ja.su.) Ahmedabad vide Tenancy Revision Case No. 602/94 dated 19/10/1996 confirmed the order of Mamlatdar and Krushipanch Dascroi Tenancy Case No. 137/93, dated 30/11/1993, Notice issued under section- 76 (A) of Tenancy Act was withdrawn. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 7935 dated 29/11/1996 which was duly certified by the concerned Revenue Authority.

Thereafter the said Mihir Co. Operative Housing Society Limited was bifurcated as per order of Asst. District Registrar of Co-Operative Societies, Jilla Panchayat, Ahmedabad vide its order no. PCHT/SHK/Vibhajan/V-429 to 33/2002, dated 06/05/2002 and accordingly the land bearing Revenue Survey No. 232 admeasuring 8196 Sq. Mtrs. land came to be owned and possessed by Madhuresh Co. Operative Housing Society Limited, vide Registered No. GH-20202, dated 06/05/2002. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 8811, dated 09/05/2002 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Mafatlal Hiralal, (2) Rukhiben Hiralal and (3) Bababhai Kanjibhai sold and conveyed the said land bearing Revenue Survey No. 232 paiki 2731 Sq. Mtrs. in favour of (1) Rohitkumar Karshandas (having share of 50%), (2) Bhupendrakumar Mafatlal (having share of 25%) and (3) Sureshbhai Babhaidas (having share of 25%) which was duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) under serial no. 571, dated 13/02/2003 on same day. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 8957, dated 13/02/2003 which was duly certified by the concerned Revenue Authority.

Thereafter Madhuresh Co. Operative Housing Society Limited passed resolution in general body meeting to convert the said society into a Limited Company and name to be changed as Madhuresh (Thaltej) Complex Private Limited the application was applied before the Registrar of Companies, Gujarat, Ahmedabad and the said application was granted the Registrar of Companies dated 02/08/2002. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 9051, dated 09/07/2003 which was duly certified by the concerned Revenue Authority.

Thereafter the said land bearing Revenue Survey No. 232 paiki admeasuring 8196 Sq. Mtrs. was covered under Draft Town Planning Scheme No.39 and given Final Plot No.21/1 admeasuring 2571 Sq. Mtrs. and Final Plot No. 21/2 admeasuring 3986 Sq. Mtrs.

Thereafter Madhureh (Thaltej) Complex Private Limited sold and conveyed the said land bearing Revenue Survey No. 232 paiki undivided admeasuring 3213.65 Sq. Mtrs. having Final Plot No. 21/1 admeasuring 2571 Sq. Mtrs. of Town Planning Scheme No. 39 in favour of (1) Vinodkumar Madanmohan Tandon, (2) Vishesh Vinodkumar Tandon and (3) Vaibhavkumar Vinodkumar Tandon which was duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) under serial no. 4514, dated 17/11/2003. The entry to that effect was also entered in the Revenue Records vide mutation entry No.

(7)

9158, dated 17/11/2003 which was duly certified by the concerned Revenue Authority.

Thereafter the Revenue Survey No. 232 paiki, Final Plot No. 21/1 admeasuring 2571 Sq. Mtrs. of Town Planning Scheme No. 39 was converted into Non Agriculture for Educational purpose as per order no. CB/Jamin/NA/SR-482/2007-2008, dated 23/01/2008 by the District Collector, Ahmedabad. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 10664, dated 01/02/2008, which was duly certified by the concerned Revenue Authority.

Thereafter Deed of Family Partition executed by and between (1) Vinodkumar Madanmohan Tandon [One Part], (2) Vishesh Vinodkumar Tandon [Second Part] and (3) Vaibhavkumar Vinodkumar Tandon [Third Part] as per the said Deed of Family Partition Revenue Survey No. 232 paiki admeasuring 3214 Sq. Mtrs. having Final Plot No. 21/1 admeasuring 2235 of Town Planning Scheme No. 39 came in favour of Vaibhavkumar Vinodkumar Tandon which was duly registered with the Sub-Registrar of Ahmedabad-9 (Bopal) under serial no. 8130, dated 27/12/2016. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 14459 dated 04/01/2017, which was duly certified by the concerned Revenue Authority.

Thereafter revised Non Agriculture permission was granted under section 65 (A) by the District Collector, Ahmedabad vide his order no. 1325/07/17/054/2019, dated 04/10/2019. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 15617 dated 04/10/2019, which was duly certified by the concerned Revenue Authority.

REVENUE SURVEY No. 233

The then agriculture land bearing Revenue Survey No. 233 admeasuring 6171 Sq. Mtrs. land was owned and possessed by Somabhai Jethabhai prior to the year 1936 ago.

Thereafter Somabhai Jethabhai died on dated 25/09/1936 leaving behind his only heir Bai Suraj Wd/o. Patel Somabhai Jethabhai. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 709, dated 14/11/1936 which was duly certified by the concerned Revenue Authority.

Thereafter Surajben Wd/o. Somabhai Jethabhai was died on dated 05/02/1996 leaving behind his only heir her sister Samuben Wd/o. Babarbai Bakorbhai was entered in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 8312, dated 12/01/

1999, which was duly certified by the concerned Revenue Authority.

Thereafter the said Surajben Wd/o Somabhai Jethabhai died on dated 05/02/1996 and during her life time she had executed a Will dated 10/02/1994. As per the said Will the said land and other lands crune in the share of (1) Samuben Wd/o Babarbhahi Bakorbhai, (2) Ambalal Babarbhahi Patel, (3) Jayantilal Babarbhahi Patel and (4) Kantilal Babarbhahi Patel and their names were entered in the revenue record. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 8537, dated 05/01/2001 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Samuben Wd/o Babarbhahi Bakorbhai, (2) Ambalal Babarbhahi, (3) Jayantilal Babarbhahi and (4) Kantilal Babarbhahi alongwith (1) Kanubhai Ambalal for himself and Karta and Manager of his HUF, (2) Sureshbhai Ambalal for himself and Karta and Manager of his HUF, (3) Jyotshanaben D/o. Ambalal Babarbhahi, (4) Manoj Jayantibhai Patel, (5) Hasmukhbhai Jayantibhai for himself and Karta and Manager of his HUF, (6) Nilam D/o. Jayantibhai Babarbhahi, (7) Nayana D/o. Jayantibhai Babarbhahi, (8) Paresh Kantibhai Patel, (9) Vivek Kantibhai Patel, (10) Kankuben D/o. Babarbhahi Bakorbhai, (11) Kokilaben D/o. Babarbhahi Bakorbhai and (12) Chandrikaben D/o Babarbhahi Bakorbhai as confinning party sold and conveyed the said land bearing Revenue Survey No. 233 admeasuring 6171 Sq. Mtrs. in favour of (1) Laljibhai Ramjibhai Hamirani (having share of 15 paisa), (2) Bharatbhai Jayrambhai Prajapati (having share of 25 paisa), (3) Varshaben Rajeshkumar Patel (having share of 40 paisa) and (4) Gunvantbhai Chandulal Patel (having share of 20 paisa) which was duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) under serial no. 2322, dated 07/09/2001 (Order dated 20/09/2001). The entry to that effect was also entered in the Revenue Records vide mutation entry No. 8710, dated 09/11/2001 which was duly certified by the concerned Revenue Authority.

Thereafter (1) Varshaben Rajeshkumar Patel and (2) Laljibhai Ramjibhai Hamirani sold and conveyed the said land bearing Revenue Survey No.233 admeasuring 6171 Sq. Mtrs. paiki 55 % Share i.e. admeasuring 3394.05 Sq. Mtrs. in favour of Vaibhavkumar Vinodkumar which was duly registered with the Sub-Registrar of Ahmedabad-3 (Memnagar) under serial no. 3240, dated 30/10/2002. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 9130, dated 01/10/2003 which was duly certified by the concerned Revenue Authority.

Thereafter (I) Bharatbhai Jayrambhai Prajapati and (2) Gunvantbhai Chandulal Patel sold and conveyed the said land bearing Revenue Survey No. 233 admeasuring 6171 Sq. Mtrs. paiki paiki 45 % Share i.e. admeasuring 2776.95 Sq. Mtrs. in favour of (I) Visheshkumar Vinodkumar and (2) Vaibhavkumar Vinodkumar which was duly registered with the Sub- Registrar of Ahmedabad-3 (Memnagar) under serial no. 2747, dated 19/09/2002 on same day. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 9131, dated 01/10/2003 which was duly certified by the concerned Revenue Authority.

Thereafter the said land bearing Revenue Survey No.233 admeasuring 6171 Sq. Mtrs. was covered under Draft Town Planning Scheme No.39 and given Final Plot No.23 admeasuring 3707 Sq. Mtrs.

Thereafter the said land was converted into Non Agriculture for residential use as per order no. CB/Jamin/NA/SR-407/2006-2007, dated 10/04/2007 by the District Collector, Ahrnedabad. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 10348, dated 18/04/2007, which was duly certified by the concerned Revenue Authority.

Thereafter revised Non Agriculture permission was granted by the District Collector, Ahmedabad vide his order no. CB/Land-2/NA/S.R-820/2012, dated 02/11/2012. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 12869, dated 03/12/2012, which was duly certified by the concerned Revenue Authority.

Thereafter Deed of Family Partition executed by and between (1) Vinodkumar Madanmohan Tandon [One Part], (2) Vishesh Vinodkumar Tandon [Second Part] and (3) Vaibhavkumar Vinodkumar Tandon [Third Part] as per the said Deed of Family Partition Revenue Survey No. 233 admeasuring 6171 Sq. Mtrs. having Final Plot No. 23 admeasuring 3707 Sq. Mtrs. paiki admeasuring 736 Sq. Mtrs. of Town Planning Scheme No. 39 (Thaltej) came in favour of Vaibhavkumar Vinodkumar Tandon which was duly registered with the Sub-Registrar of Ahmedabad-9 (Bopal) under serial no. 8130, dated 27/12/2016. The entry to that effect was also entered in the Revenue Records vide mutation entry No. 14458, dated 04/01/2017, which was duly certified by the concerned Revenue Authority.

GENERAL

That Thereafter Ahmedabad Municipal Corporation vide its Case No. LTAS/NWZ/ 291116/GDR/A7637/Ml and Rajachiththi No. 7595/ 291116/A7637/Ml, dated

26/12/2016 divided the Final Plot No. 21/1 admeasuring 2235 Sq. Mtrs. & Final Plot No.23 admeasuring 3707 Sq. Mtrs. total admeasuring about 5942 Sq. Mtrs. into two parts viz :- (1) Sub plot No.(21/1+23)/1 admeasuring 2235 Sq. Mtrs. +736 Sq. Mtrs. total admeasuring 2971 Sq. Mtrs. and (2) Sub plot No.(21/1+23)/2 admeasuring 2971 Sq. Mtrs.

That thereafter the said Vaibhavkumar Vinodkumar Tandon have sold and conveyed the said Non Agriculture land bearing (1) Survey No. 232/1 admeasuring 8196 Sq. Mtrs. paiki admeasuring 3214 Sq. Mtrs. having Final Plot No. 21/1 admeasuring 2235 Sq. Mtrs. and (2) Survey No. 233 admeasuring 6171 Sq. Mtrs. having Final Plot No. 23 admeasuring 3707 Sq. Mtrs. paiki admeasuring 736 Sq. Mtrs. having total admeasuring 2971 Sq. Mtrs. of Town Planning Scheme No. 39 (Thaltej) which has been given Sub-Plot No. (21/1+23)/1 as per approved plan by Ahmedabad Municipal Corporation (hereinafter called the **“Said Land”**) in favour of vendor i.e. **ZADE INFRABUILD LLP** vide a registered Deed of Conveyance No. 14166, dated 05/09/2022 which was duly registered before the Sub-Registrar Ahmedabad-9 (Bopal). The entry to that effect was also entered in the Revenue Records vide mutation entry No. 11655, dated 08/09/2022 which was duly certified by the concerned Revenue Authority.

AND WHEREAS the Vendor is the absolute and lawful owner of Freehold Non-Agricultural Land bearing Sub Plot No. (21/1+23)/1 admeasuring 2971 sq.mts. of Final Plot No. 21/1 and 23/Paiki of Draft Town Planning Scheme No.39 (Thaltej) (allotted in lieu of Revenue Survey No. 232/1/Paiki and 233/Paiki) of Mouje- Thaltej of Ghatlodia Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad-9 (Bopal).

That thereafter said **ZADE INFRABUILD LLP**, got approved a plan from the Ahmedabad Municipal Corporation (AMC) for construction of Residential Units on the said land and permission was granted for construction of First to 33rd Floor comprising of Residential units on the said land and there is stair cabin and Over head water tank on the terrace and there is parking on the 1st, 2nd, 3rd AND 4th Cellar and part Ground Floor with all common amenities and facilities vide its Raja Chitthi No. 07910/121222/A6745/R0/M1, dated 11/04/2023 and thereafter said Partnership Firm construction of Residential Units scheme known as **“Z LUXURIA”** consisting of construction of the 56 Residential Units on the said land.

AND WHEREAS The Said Land is earmarked for the purpose of building a Residential project, comprising multistoried buildings and the said project shall be known as **“Z LUXURIA”** (hereinafter called the **“ Said Project”**) ;

- * Name of the building/project : **Z LUXURIA**
 - * No. of blocks/Wings : 1
 - * No. of basements : 4
 - * No. of hollow plinth : Yes
 - * No. of floors : 1st, 2nd, 3rd, 4th Cellar,
Ground floor and 1st to
33rd floor
- * No. of Flat on each Floor

Floor	Usage	Units
1 st Cellar	Parking	0
2 nd Cellar	Parking	0
3 rd Cellar	Parking	0
4 th Cellar	Parking	0
Ground Floor	Parking	0
1 st Floor	Society common amenities	0
2 nd Floor		0
3 rd Floor	Residential	2
4 th Floor	Residential	2
5 th Floor	Residential	2
6 th Floor	Residential	2
7 th Floor	Residential	2
8 th Floor	Residential	2
9 th Floor	Residential	2
10 th Floor	Residential	2
11 th Floor	Residential	2
12 th Floor	Residential	2
13 th Floor	Residential	2
14 th Floor	Residential	2
15 th Floor	Residential	2
16 th Floor	Residential	2
17 th Floor	Skip Floor	0
18 th Floor	Residential	2
19 th Floor	Residential	2
20 th Floor	Residential	2
21 st Floor	Residential	2
22 nd Floor	Residential	2
23 rd Floor	Residential	2
24 th Floor	Residential	2
25 th Floor	Residential	2
26 th Floor	Residential	2
27 th Floor	Residential	2
28 th Floor	Residential	2
29 th Floor	Residential	2
30 th Floor	Residential	2

31 st Floor	Residential	0
32 nd Floor	Residential	2
33 rd Floor	Residential	0
Stair Cabin	Stair Case	0
O.H.W.T.	O.H.W.T.	0
Stair Cabin	Stair Cabin	

With provision of common amenities and facilities.

AND WHEREAS the said project “**Z LUXURIA**” is ready in all respect and Vendor has been obtained Building Use Permission from the AMC vide its permission dated _____.

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on _____ under registration No. _____ ;

AND WHEREAS That on demand from the Purchaser, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor Architect/Engineer Niravkumar J. Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder and the Purchaser if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by Bipinchandra R. Patel & Co., Advocate vide its Certificate dated 01/05/2023 of the Vendor, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the Said property are constructed have also been inspected by the Purchaser and the Purchaser and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

AND WHEREAS The Purchaser had applied for Flat in the Project and has been allotted **Flat No.** _____ admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the _____ Floor in a scheme known as “**Z LUXURIA**” togetherwith undivided and undemarkamated share in the said land admeasuring _____ sq.mts. (hereinafter referred to as the “Said Property” more particularly described in the **First**

Schedule) along with and of pro rata share in the common areas (“Common Areas”) as per terms and condition of Booking Letter dated _____ and Regd. Agreement to Sell No. _____ dated _____.

The Total Price for the said property based on the carpet area is Rs. _____/- (Rupees _____ only ("Total Price") :

Demised premises	Area
Flat No. _____	_____ sq.mts.
Wash yard	_____ sq.mts.
Balcony	_____ sq.mts.
Open Terrace	_____ sq.mts.
Total admeasuring	_____ sq.mts.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the said property ;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project.
- (iii) The Total price is exclude maintenance deposit of the said project will be decided Service Society/Maintenance Agency ;

AND WHEREAS the Purchaser/s have now requested the Vendor to execute a Deed of Conveyance of constructed said property in the said Project in her/his/their favour in the manner as if hereinafter appearing to which the Vendor herein have agreed.

NOW THIS INDENTURE WITNESSETH THAT ;

1. In consideration of the sum of Rs. _____/- (Rupees _____ only) to be paid on or before execution of these presents by the Purchaser/s to the Vendor being Full consideration towards said constructed said property (the payment and whereof the Vendor do hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the Purchaser/s to which the Vendor herein confirm. The Vendor do hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser/s/s forever the said property AND ALSO together with all the deeds, documents, writings and other evidences, of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession,

benefits, claims and demands whatsoever, at law and in equity of the Vendor into out of or upon the said property or any part thereof, TO HAVE and TO HOLD ALL and singular the said property hereby granted, released, conveyed and assured and intended or expressed so to be with him and every of him rights, members and appurtenance unto and to the use and benefits of the said Purchaser/s forever SUBJECT TO the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat or any other local body or authority in respect thereof. AND the said Vendor do hereby for themselves and their successors in title and assigns covenants with the Purchaser/s, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by 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, it the Vendor now have themselves good right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser/s in the manner aforesaid. AND that it shall be lawful for the Purchaser/s from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits hereof and of every part thereof to and own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor AND that the free and clear and freely and clearly and absolutely acquitted, exonerated, released and favour discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor and further that the Vendor and all person having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and with all times hereinafter at the request and at the cost of the Purchaser/s do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law

whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted and to the use of Purchaser/s in the manner aforesaid as shall or may be reasonably required by the Purchaser/s or his/her/their counsel at law.

2. That the Vendor declare that the said property is their absolute said property and further declare that the said property is in their exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by them.
3. THE Vendor hereby declare that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority Local Authority, and payable by the Vendor as agreed have been paid in full as per demands raised by the said authorities by the Vendor and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor either to the said Authorities and the same henceforth shall be paid by the Purchaser/s to the said Authorities etc.
4. The Vendor agrees and acknowledges the Purchaser shall have the right to the said property as mentioned below:
 - (i) The Purchaser shall have exclusive ownership of the said property ;
 - (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
5. It is made clear by the Vendor and the Purchaser agrees that the said property shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with

any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

6. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
7. The Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Deed of Conveyance, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said property applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.
8. Representations and Warranties of the Vendor ;
 - i. The Vendor has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and same is accepted by the Purchaser ; the requisite

rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project ;

- ii. There are no encumbrances upon the said Land or the Project ;
- iii. There are no litigations pending before any Court of law with respect to the said Land, Project or the said property except those mentioned in the detailed search report on title ;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said property are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Said property and common areas ;
- v. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said property to the Purchaser in the manner contemplated in this Agreement ;
- vi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.
- vii. If within a period of **5 (Five)** years from the date of handing over the said property to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the property or the building in which the property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or

provision of service which cannot be attributable to the Vendor or beyond the control of the Vendors.

- viii. The Vendor shall not have any claim F.S.I., additional F.S.I. and Terrace rights after Building Use Permission has been obtained, such rights if any will be enclosed by the service society or buyers.

9. Representation and Warrants of the Purchaser ;

- i To maintain the said property at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said property is taken and shall not do or suffer to be done anything in or to the building in which the Said property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said property is situated and the said property itself or any part thereof without the consent of the local authorities, if requires.
- ii. Not to store in the said property or the common areas of the said project any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the project in which the said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said property is situated, included entrances of the building in which the said property is situated and in case any damages is caused to the building in which the said property is situated or the said property on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said property and maintain the said property in the same condition, state and order in which it was delivered the project in which the said property is situated or the said property which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the

Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the said property or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the said property and shall keep the portion, sewers, drains and pipes in the said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the said property without the prior written permission of the Vendor and/or society or the Limited Company.
- v. The Purchaser/s further undertakes, assures and guarantees that he/she/it/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the project or anywhere on the exterior of the Project or Common Areas. That the Purchaser/s shall not put any name boards without the prior written permission of the Vendor or Service Society. The Vendor will provide necessary dimensions and sizes for the name boards/plats to be displayed at the entrance of his/her/its/their said property. The Purchaser/s shall be allowed to put its name boards on the entrance door/wall of their said property and shall also follow the instructions of the Vendor/ Service regarding dimension and size of the such name board.
- vi. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- vii. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the said property. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or

damages arising out of breach of any of the aforesaid conditions.

- viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the project in which the said property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- ix. Not to throw dust, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said property in the compound, Passage or any portion of the project land and the building in which the said property is situated.
- x. Pay to the Vendor within fifteen days of demand by the Service Society, his share of security deposit as demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said property is situated.
- xi. The Purchaser/s shall not use the said property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.
- xii. The bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said property by the Purchaser for any purpose other than for purpose for which it is sold.
- xiii. That parking facility allotted in the Ground Floor, 1st, 2nd, 3rd and 4th cellar and same shall be use in general and in future service society if allotted separate parking space to each member then it will be binding to each members.
- xiv. That open terrace of the said building will be common for all Flat Holders and it will be use jointly by all Flat holders, no any Flat holder have any exclusive right on open terrace of the said building.

10. The Purchaser/s shall at no time demand partition of their interest in the project or entire land and common facilities and amenities. It being agreed and declared by the Purchaser/s that their interest in the said land and common facilities and amenities is impartible. The said property shall be used, occupied and enjoyed by the Purchaser/s as one and the Purchaser/s shall not divide or sub-divide the same for use as more than one said property.
11. The Purchaser shall use the said property or any part thereof or permit the same to be used only for purpose of Residential/Commercial as per plan and permission of the AMC in future. otherwise Service Society will be entitled to take the possession of the said property from the Purchaser/s and the Service Society shall have every rights to sell the said property to any other person as it may deems fit and proper.
12. The Purchaser/s has/have been measured the carpet area of the said property and He/She/It/They are fully aware the meaning of carpet area as defined under section 2 (k) of the said act. The Purchaser/s have taken personal and physical inspection of the said property as to the quantity, quality of materials as also workmanship thereof and have fully satisfied with the same in all respects.
13. That the Purchaser/s are fully satisfied with the basic construction work and confirm that there are no latent or patent defects in the construction and in turn have taken over the actual and physical possession of the said property.
14. THE Vendor declare that the Vendors do possess certain title deeds and documents and accordingly the Xerox copy of relevant documents thereof have been given to the Purchaser/s.
15. That the Vendors have handed over the actual and physical possession of the said land as co-owner and possessor thereof alongwith other Purchaser/s while the Vendors have handed over the actual and physical possession of said constructed said property to the Purchaser/s.
16. That the Purchaser/s further confirm and record that they have no dispute and or compliant and/or grievance of whatsoever nature in respect of the said property and or against the Vendor.
17. Further, the Vendor has been transfered undivided share in entire land to the Purchaser/s for making complete and proper title in the name of Purchaser/s and for enter

his/her name in the revenue records, However if in future entire common area togetherwith the land is to be required to transfer in the name of association of the Purchaser/s or the competent authority as per the said act, then in such case Purchaser/s alongwith other members of the project shall be transfer the said land in the name of Society/association and all cost shall be bear by members of the project in proportionate basis.

18. That the Purchaser/s will be entitled to get transferred the said land and said property in the name of Purchaser/s in the Revenue records concerned as also local body or authority after obtaining written permission from the Vendor.
19. The Building shall always be known as “**Z LUXURIA**” and this name shall not be changed in any circumstances.
20. The Purchaser alongwith other Purchaser/s of the said property in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and executed the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall taken by the Purchaser if any changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co.operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
21. That Vendors will be formed service society for better maintenance of the said project and hence the Purchaser/s agree and bind himself/herself/themselves to become member of a said Service Society and hold requisite number of share and pay regularly the proportionate share that may be decided towards (1) insurance premium, (ii) land revenue and outgoings that may from time to time levied by the Government (ii) out goings for maintenance and management of the entire project including common lights and other amenities as also other outgoings and collection charges incurred in

connection with the maintenance of said **"Z LUXURIA"** such other contributions as may be levied by the said service society.

22. The Purchaser/s and the persons to whom the said premises is let, sub-let transferred, mortgage charge, assigned or given possession by the Purchaser/s in accordance with the permission of Management Committee of the said Service Society shall be bound to observe and perform all the provisions of the Bye Laws and/or the Rules & Regulations or Resolutions from time to time of the Service Society and Bye-laws of the Society and the additions, alterations or amendments thereof for protection and maintenance of the said **"Z LUXURIA"** and for the observance and carrying out of the Building Rules and Regulations and Bye-laws for the time being of the AMC and other local authorities and the Government and other public Authorities or bodies and such permission shall not be normally denied unless the Purchaser/s has committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with or rules, resolution etc of the Service Society as the case may be and if the Purchaser/s does not pay transfer fees to the service society and if the activities of the transferor or transferee are not suitable to the project the service society. The Purchaser/s and the persons to whom the said premises is let, sub-let transferred, assigned or given possession, shall observe and perform all the stipulation and/or resolution and conditions laid down by the said Service Society and shall pay and contribute regularly and punctually towards the taxes, ground rent and/or expenses or other outgoings and contribution as may be determined by the Management Committee of the said Service Society.
23. That the Purchaser/s and the persons to whom the said premises is ultimately transferred, assigned or given possession of with the permission of the Service Society of the said project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said service society may require for safeguarding the interest of the said project and its occupiers.
24. The Purchaser hereby agrees to purchase the said property on the specific understanding that is his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and

thereafter billed by the service society or maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her/their obligations in respect of the terms and conditions specified by the service society or maintenance agency or the association of Purchaser/s from time to time.

25. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **“Z LUXURIA”**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, maintenance and service rooms, and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.
26. The Purchaser/s hereby agree to abide by all byelaws, rules and regulations of the Government, AMC and Torrent Power Limited, Co.Operative Service Society Limited and any other authorities and local bodies and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.
27. The Vendor has assured the Purchasers that the project in its entirety is in accordance with the provisions of The Real Estate (Regulation and Development) Act, 2016 and The Gujarat Ownership Said property Act, 1973. The Vendor and Purchaser/s showing compliance of various laws/regulations as applicable in.
28. That the Purchaser/s shall permit the Vendor/Service Society, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (in emergency, less hour's notice) to enter in to and upon his/her/their said property and any part thereof for purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structure and other conveniences belonging thereto or service used in the said building and also for the purpose of laying down,

maintaining repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of the water to the said property or any other said property in the project in respect whereof the Purchaser/s or the occupier of such of the said property as the case may be shall have committed default in paying his/her/their shares of maintenance charges, common charges, taxes, electricity charges and the other outgoings and breach of rules and resolution of the Service Society as the case may be.

29. That the Purchaser/s shall keep insured its said property/s against loss or damage by fire, floor, earthquake, storm, tempest, aircraft, collision, riot, sabotage etc. in the full value and the Purchaser/s with suitable insurance company or with such insurance company as management shall determine and whenever required produce to the service society or the Vendor, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said property being damaged or destroyed by fire or otherwise as soon as reasonable practicable, to use the insurance money in repair, reinstatement of the said property.
30. That the doors, windows, shutters etc. in the said property shall be made of wood/metal and are likely to be swollen during monsoon due to humidity/ dampness and thereby can cause some hardship to the Purchaser/s. It is due to act of nature. The Purchaser/s shall not be entitled to claim any damages on that ground. Similarly the Purchaser/s shall also not be entitled to recover any damages due to rusting of stoppers, etc which is usual due to monsoon humidity.
31. Similarly the leakage of water from the toilets, bathrooms and pantry is also likely to happen in our unit as from the neighboring and upper units. Leaked water/moisture is likely to appear on the walls of my/our unit and that may deteriorate the painting and plaster on the walls. Purchaser/s are aware that water is a substance which is likely to escape resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons unconnected with construction. Use of Acids for cleanliness, vibration of heavy duty washing machines, hot water, hard water, rough use, etc are likely to damage pipelines, tiles and their joints. The joints of flooring tiles and wall tiles are also likely to be damaged by such use. Purchaser/s agree that the Maintenance Agency shall not

be liable for any damage in our unit due to leakage of water and its various other bad effects.

32. The lift is of good quality, but it is a machine and is not manufactured by the Vendor / Service society and Vendor purchased it from reputed company, which company installed the said lift in the said building with the held of their engineers/staff. Therefore during the use of the lift and even as a result of any defect or otherwise, if any one is injured or any damage to the life or Said property occurs then the Vendor / Service society shall not become responsible or liable for it and the Purchaser/s or his employees etc shall not demand/ shall not be entitled to demand such damages/compensation from them and the Purchasers hereby give their assurance and consent in it.
33. The said building has been high rise and fire safety arrangements have been made and a reputed company has been appointed for the installation and fire safety kits and pumps etc. have been installed by such company and a long time such instrument has jammed Therefore, fire safety equipment will have to be inspected and maintained at regular intervals by knowledgeable technicians and in future vendor will not be responsible for that.
34. That Vendor installed some fittings and fixtures in the said property and same shall be use as per guidelines of manufacturer company and if any defect found same will be repaired or replaced by the branded company as per warrantee period and Vendor will not be liable for any type of such repair or replace.
35. That Purchaser/s agree and assure that if he has made payment by way of post dated Cheque or any other instrument (other than Cash) same must not be dishonored by any reason whatsoever, otherwise Vendor shall be free to take appropriate Legal action under the Negotiable act as well as any other law that may be applicable against Purchaser/s or otherwise. That any dispute that may be occur between Purchaser/s at any time it will be subject to Ahmedabad Jurisdiction and whatever expense are suffered by the Vendor the same shall have to be reimbursed by Purchaser/s. The Purchaser/s agree that in such event, the Vendor shall be free to terminate the said Deed of Conveyance at its sole desecration, and will be entitled to transfer the said property to any other Prospective Purchaser/s at such price as it may deem fit, and amount paid by Purchaser/s will be re-paid to the Purchaser/s after deducting necessary administrative Charges.

36. That the Purchaser/s and the persons to whom the said property shall be subsequently transferred, assigned or given possession of with the permission of the Vendor/ Service society of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Vendor / Service society may require for safeguarding the interest of the said property and its occupiers.
37. That if the Purchaser/s are found to have committed breach of any of the conditions without prejudice to the right of exclusion of the Purchaser/s from the occupation and membership of the said project and the said Service Society shall have absolute right to compel the Purchaser/s to restore the premises to the original position and in default, shall have a right to cause it to be done through its agents and employees at the cost of Purchaser/s and transfer it in any manner they like for making good the lossess, expenses etc.
38. The transaction covered by this agreement at present is not understood to be eligible to tax under some direct or indirect tax laws or similar other laws. however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser/s/s on demand at any time.
39. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
40. The transaction covered by this agreement is eligible to GST if applicable or any other direct or indirect taxes the same shall be borne and payable by the Purchaser/s.
41. All the expenses such as Stamp Duty, Registration Fee, Legal Charges payable to Solicitor etc. and all other miscellaneous expenses in respect of the documents being

these presents being executed by the Vendors in favour of the Purchaser/s both present and future shall be borne by the Purchaser/s alone.

42. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being **Flat No.** _____ admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the _____ Floor in a scheme known as **“Z LUXURIA”** constructed on the Freehold Non-Agricultural Land bearing Sub Plot No. (21/1+23)/1 admeasuring 2971 sq.mts. of Final Plot No. 21/1 and 23/Paiki of Draft Town Planning Scheme No.39 (Thaltej) (allotted in lieu of Revenue Survey No. 232/1/Paiki and 233/Paiki) togetherwith undivided and undemarkamated share in the said land admeasuring _____ sq.mts. of Mouje- Thaltej of Ghatlodia Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) and situated at - Sub Plot No. (21/1+23)/1, of Amalgamated F.P. No.21/1 + 23 of T.P.39(Thaltej), Survey No.232/1 & 233, Thaltej, Ta. Ghatlodiya, Ahmedabad and same is bounded as follows :

On or towards the North : By _____
On or towards the South : By _____
On or towards the East : By _____
On or towards the West : By _____

**Description of the
Flat :**

Flat No._____,
Z LUXURIA
Mouje-Thaltej, Ta.Ghatlodiya.

Ahmedabad.

**Description of the
Flat :**

Flat No.____,
Z LUXURIA
Mouje-Thaltej, Ta.Ghatlodiya.

Ahmedabad.

Vendor : _____

Purchaser/s : _____

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

ZADE INFRABUILD LLP, a Limited Liability Partnership Firm through its authorized partner Chiragkumar Chhaganbhai Patoliya

In the presence of :

- 1.
- 2.



MEMO OF CONSIDERATION

Rs. _____/- (Rupees _____ Only) Paid by the Purchaser/s to Vendor as and by way of full and final consideration money in the following manners. The receipt whereof the Vendors do hereby acknowledge.

RUPEES	CHQ. NO.	DATE	BANK
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-	_____	_____	_____ Bank
Rs. _____/-		Rupees _____	Only

WE SAY RECEIVED

ZADE INFRABUILD LLP, a
Limited Liability Partnership
Firm through its authorized
partner Chiragkumar
Chhaganbhai Patoliya

SCHEDULE UNDER SECTION 32-A OF
THE INDIAN REGISTRATION ACT

VENDOR

PHOTO

LEFT HAND THUMB IMPRESSION

ZADE INFRABUILD LLP, a
Limited Liability Partnership Firm
through its authorized partner
Chiragkumar Chhaganbhai
Patoliya

PURCHASER/S
