

DEED OF CONVEYANCE

THIS INDENTURE made at Ahmedabad this ____day of _____, 202__ by and between: M/s. AK MITHAIWALA INFRA LLP PAN : ABVFA6893M a Limited Liability Partnership Firm registered under the provision of Sec.12(1) of the Limited Liability Partnership Act, 2008,, having its Office at 25, Prerna Society, Survey No.42, B/s Ashya Part-2, Opp. Shaikh & Co. Sarkhej Road, Ahmedabad-380055.hereinafter referred to as “THE VENDOR” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm and its partners for the time being and from time to time and their and each of their respective heirs, executors, administrator sand as the case may be its successors and assigns) of the ONE PART.

AND

NAME **PAN :.....**

.....

AADHAR NO :

Aged about years, by religion,
Occupation:-

.....,

Residing at :-

.....

Hereinafter referred to as “THE PURCHASER” (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include (in case of individual) his heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs, executors and successors,(in case of

Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner, (in case of Company or Corporation) its successors and assigns) of the OTHER PART.

WHEREAS The Vendor, herein is seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of Non-Agricultural land situated in the State of Gujarat, District: Ahmedabad, Taluka: Vejalpur, Village: Makarba, bearing Survey No.86, admeasuring about 6001Sq. Mtrs, which came to be included in Town Planning Scheme No.84/A, being Allotted Final Plot. No. 79 admeasuring about 4438 Sq.Mtrs, and more particularly described in the First Schedule hereunder written and hereinafter referred to as “the Project Land”.

Brief History of the Project Land

1. Originally the said land was of new tenure agriculture land and was under the ownership of one Shivabhai @ Bulabhai Bhikhabhai prior to 1975. On 29.12.1971 Shivabhai @ Bulabhai Bhikhabhai executed a will for the said land in favour of his daughters named as Maniben Shivabhai @ Bulabhai Bhikhabhai and Valiben Shivabhai @ Bulabhai Bhikhabhai. Unfortunately Shivabhai @ Bulabhai Bhikhabhai expired and according to the will of Shivabhai @ Bulabhai Bhikhabhai the names of Maniben Shivabhai @ Bulabhai Bhikhabhai and

Valiben Shivabhai @ Bulabhai Bhikhabhai came to be mutated in the revenue records and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.5140 dated 21.07.1975.

2. Thereafter on 26.07.1994 Valiben D/o Shivabhai @ Bulabhai Bhikhabhai W/o Somabhai expired and accordingly the names of her legal heirs (1) Premjibhai Somabhai (2) Kantibhai Somabhai (3) Ganpatbhai Somabhai (4) Dashrathbhai Somabhai came to be mutated in the revenue records and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.7183 dated 29.06.1995.

3. Thereafter on 17.03.2011 Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai executed a registered Power of Attorney of the said land in favour of Zahir Khan Zamirkhan Pathan by way of registered Document No. 903 before the office of Sub registrar, Ahmedabad-13(City).

4. Further Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai executed a registered Agreement to Sell in favour of Zahir Khan Zamirkhan Pathan by way of

registered Document No. 3657 on 18.03.2011 before the office of Sub registrar, Ahmedabad-4(Paldi).

5. Thereafter the Agreement to Sell which was executed by Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai for the said land in favour of Zahir Khan Zamirkhan Pathan by way of registered Document No. 3657 on 18.03.2011 came to cancelled by way of Cancellation of Agreement to Sell Deed vide registered Document No. 2272 on 10.10.2013 before the office of Sub registrar, Ahmedabad-13(City).

6. Thereafter the Power of Attorney which was executed by Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai for the said land in favour of Zahir Khan Zamirkhan Pathan by way of registered Document No. 903 on 17.03.2011 came to cancelled by way of Cancellation of Power of Attorney vide registered Document No. 2273 on 10.10.2013 before the office of Sub registrar, Ahmedabad-13(City).

7. Thereafter (1) Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai executed a registered Agreement to Sell of

the said land in favour of Pathan SamirKhan Vajirkhan, Imtiyazkhan Bismillahkhan Pathan and Yusunbhai Yusufbhai Shaikh vide registered Document No.2274 on 10.10.2013 before the office of Sub-registrar-13 (City) Ahmedabad.

8. Further (1) Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somahbhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai executed a registered Power of Attorney in favour of Pathan SamirKhan Vajirkhan, Imtiyazkhan Bismillahkhan Pathan and Yusunbhai Yusufbhai Shaikh vide registered Document No.2275 on 10.10.2013 before the office of Sub-registrar-13 (City) Ahmedabad.

9. As the said land was originally new tenure agriculture land, (1) Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somahbhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai as the owner of the said land preferred an application before the District Collector, Ahmedabad for conversion of the said land into old tenure land as well as to convert the said land into non-agriculture use for residential purpose and the same came to be approved by way of an order No. ABC/TNC-3/Premium/S.R.821/2012 on 28.11.2014 by the competent authority wherein it was directed to deposit

the amount of Rs.1,37,57,800/-as premium, which came to be deposited by Pathan SamirKhan Vajirkhan, Zala Raghuvirsinh Dilawarsinh and Yusunbhai Yusufbhai Shaikh on behalf of (1) Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai by way of Challan No.11 on 16.10.2014 before Mamlatdar Office, Vejalpur and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.14196 dated 21.01.2015.

10. Thereafter Imtiyazkhan Bismillahkhan Pathan who has agreed to Purchase the said land in accordance with the Agreement to Sell vide Document No.2274 of 2013 as well as the Power of Attorney holder in accordance with the registered Power of Attorney vide Document No.2275 of 2013, agreed to release his right and titles in the said land in favour of Zala Raghuvirsinh Dilawarsinh and agreed to become the Confirming Party in the sale deed of the said land.

11. Thereafter (1) Maniben D/o Shivabhai @ Bulabhai Bhikhabhai (2) Premjibhai Somabhai (3) Kantibhai Somabhai (4) Ganpatbhai Somabhai (5) Dashrathbhai Somabhai executed a registered sale deed in favour of (1)Pathan SamirKhan Vajirkhan (60% Share) , (2) Zala Raghuvirsinh Dilawarsinh (20% Share) (3) Yusunbhai

Yusufbhai Shaikh (20% Share), wherein Imtiyazkhan Bismillahkhan Pathan was confirming party, by way of registered sale deed vide document no.2325 dated 04.12.2014 before the office of Sub-registrar-13 (City) Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.-14211 dated 22.01.2015.

12. Thereafter (1)Pathan SamirKhan Vajirkhan, (2) Zala Raghuvirsinh Dilawarsinh (3) Yusunbhai Yusufbhai Shaikh preferred an application for revised NA of the said land for the Commercial purpose before the District Collector, Ahmedabad on 27.01.2015 and the same came to be approved by way of an order No. CB/ADM/T.N.A./TATKAL/S-65/S.R.48/2015 dated 10.04.2015 and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.14368 dated 20.06.2015.

13. Thereafter the legal heirs of (1) Maniben D/o Shivabhai @ Bulabhai Bhikhabhai W/o Chanabhai i.e. (1/1) Babubhai Chanabhai (1/2) Manekben D/o Chanabhai W/o Pursottambhai (1/3) Rameshbhai Chanabhai (1/4) Jagdishbhai Chanabhai, (2)Premjibhai Somahbhai i.e.(2/1) Urvashiben D/o Premjibhai W/o Pareshbahi (2/2) Manishaben D/o Premjibhai W/o Ishwarbhai (2/3)Praveenaben PremjibhaiParmar (2/4) Chetnaben PremjibhaiParmar

(2/5) Nikitaben Premjibhai Parmar (2/6) Kiran Premjibhai Parmar, (3)Kantibhai Somabhai i.e. (3/1) JigneshKantibhai Parmar (3/2)Kaminiben D/o Kantibhai Parmar W/o Mukeshbahi (3/3) Jagrutiben Kantibhai Parmar through their Power of Attorney Mr. Nitinbhai Khumchandbhai Parmar filed an RTS Appeal No.382/ 2014 before the City Deputy Collector, West Zone Ahmedabad against the Village Form No.6 vide Entry No.14211, which came to be rejected by way of an order dated 27.04.2016 and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.14890 dated 01.08.2015.

14. Thereafter the legal heirs of (1) ManibenD/o Shivabhai @ Bulabhai Bhikhabhai W/o Chanabhai i.e. (1/1) Babubhai Chanabhai (1/2) Manekben D/o Chanabhai W/o Pursottambhai (1/3) Rameshbhai Chanabhai (1/4) Jagdishbhai Chanabhai (2)Premjibhai Somahbhai i.e.(2/1) Urvashiben D/o Premjibhai W/o Pareshbahi (2/2) Manishaben D/o Premjibhai W/o Ishwarbhai (2/3)Praveenaben PremjibhaiParmar (2/4) Chetnaben PremjibhaiParmar (2/5) Nikitaben Premjibhai Parmar (2/6) Kiran Premjibhai Parmar (3)Kantibhai Somabhai i.e. (3/1) JigneshKantibhai Parmar (3/2)Kaminiben D/o Kantibhai Parmar W/o Mukeshbahi (3/3) Jagrutiben Kantibhai Parmar (4) Dashrathbhai Somabhai i.e

(4/1)Hiteshbhai Ganpatbhai Parmar (4/2) Minor
PriyankabenGanpatbhai Parmar (4/3) Minor
SahilGanpatbhai Parmar (5) Dashrathbhai Somabhai
i.e. (5/1)Minor Mistiben Dashrathbhai Parmar
executed a registered confession deed in favour of
(1)Pathan SamirKhan Vajirkhan, (2) Zala Raghuvirsinh
Dilawarsinh (3) Yusunbhai Yusufbhai Shaikh by way
of registered confession deed vide document no.2349
dated 19.10.2016before the office of Sub-registrar-13
(City) Ahmedabad.

15. Thereafter the said land total admeasuring about
6001 Sq.mtr came to be included in the Town Planning
Scheme No. 84/A and allotted final Plot No.79
admeasuring about 4438 Sq.mtr by way of an order no.
City/ Mam.Vejalpur /EST/ Sudhara Hukam/
Makarba/ S.R. No.61/2006 dated 09.09.2016 and
remaining land about 1563 Sq.mtr came to be acquired
by the Ahmedabad Municipal Corporation, and to that
effect an entry came to be passed in the Village Form
No.6 vide Entry No.15091 dated 08.11.2016.

16. Thereafter Zala Raghuvirsinh Dilawarsinh sold his
share of 20% land i.e. 887.6 Sq.mtr (out of total land
admeasuring about 4438 Sq.mtr) from the said land in
favour of Yusunbhai Yusufbhai Shaikhby way of sale
deed vide registered Document No.2065 dated
22.03.2017 before the office of Sub-registrar, Paldi-4

Ahmedabad and accordingly to that effect an entry came to be passed in the Village Form No.6 vide Entry No.15336 dated 21.12.2017.

17. Thereafter Yusunbhai Yusufbhai Shaikh out of his 40% share in the said land i.e. 1775.2 Sq.mtr sold his share of 20% land i.e. 887.6 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Ayubkhan Dolatkhan Pathan by way of sale deed vide registered Document No.4707 dated 12.06.2017 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.15425 dated 04.01.2018.

18. Thereafter Yusunbhai Yusufbhai Shaikh sold his share of 20% land i.e. 887.6 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of (1) Pathan Samir Khan Vajirkhan (10% Share i.e. 443.8 Sq.mtr), (2) Mahmed Sohel Abdulvahid Kuddushi (5% Share i.e. 221.9 Sq.mtr) (3) Atikurehman Abdulkadarbhai Vohra Kuddushi (5% Share i.e. 221.9 Sq.mtr) wherein Ayubkhan Dolatkhan Pathan was confirming party by way of sale deed vide registered Document No.7183 dated 19.08.2018 before the office of Sub-registrar, Paldi-4 Ahmedabad and accordingly to that effect an entry came to be passed

in the Village Form No.6 vide Entry No.15496 dated 05.01.2018.

19. Thereafter Ayubkhan Dolatkhan Pathan sold his share of 20% land i.e. 887.6 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Janan Rozyanabanu Nasimakhterby way of sale deed vide registered Document No.2397 dated 26.02.2018 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.15713 dated 03.04.2018.

20. Thereafter Pathan SamirKhan Vajirkhan out of his 70% share in the said land i.e. 3106.6 Sq.mtr sold his share of 5% land i.e. 221.9 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Imran Ismailbhai Talatby way of sale deed vide registered Document No.3797 dated 26.03.2018 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.16300 dated 26.07.2019.

21. Thereafter Pathan SamirKhan Vajirkhan out of his 65% share in the said land i.e. 2884.7 Sq.mtr sold his share of 5% land i.e. 221.9 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Ayubbbhai Karimbhai Shaikhby way of sale

deed vide registered Document No.3796 dated 26.03.2018 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.16332 dated 05.08.2019.

22. Thereafter Janan Rozyanabanu Nasimakhter sold his share of 20% land i.e. 887.6 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Pathan SamirKhan Vajirkhan by way of sale deed vide registered Document No.8028 dated 22.06.2021 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No. 17314 dated 23.06.2021.

23. Thereafter MahmedSohel Abdulvahid Kuddushi sold his share of 5% land i.e. 221.9 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) as well as Atikurehman Abdulkadarbhai Vohra Kuddushi also sold his share of 5% land i.e. 221.9 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Pathan SamirKhan Vajirkhan by way of sale deed vide registered Document No.8031 dated 22.06.2021 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No. 17315 dated 23.06.2021.

24. Thereafter Imran Ismailbhai Talat sold his share of 5% land i.e. 221.9 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of Pathan SamirKhan Vajirkhan by way of sale deed vide registered document no.8033 dated 22.06.2021 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No. 17316 dated 23.06.2021.

25. Thereafter Pathan Samirkhan Vajirkhan sold his share of 95% land i.e. 4216.1 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of M/s. AK MITHAIWALA INFRA LLP by way of sale deed vide registered document no.12440 dated 23.09.2021 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No. 17473 dated 10.11.2021.

26. Subsequently Ayubbhai Karimbhai Shaikh sold his share of 5% land i.e. 221.9 Sq.mtr (out of total land admeasuring about 4438 Sq.mtr) from the said land in favour of M/s. AK MITHAIWALA INFRA LLP by way of sale deed vide registered document no.12439 dated 23.09.2021 before the office of Sub-registrar, Paldi-4 Ahmedabad and to that effect an entry came to be passed in the Village Form No.6 vide Entry No.

17472 dated 09.11.2021. Accordingly M/s. AK MITHAIWALA INFRA LLP became the sole owner of the said land by way of the aforesaid registered sale deeds.

AND WHEREAS That thereafter, the Ahmedabad Municipal Corporation has issued a Revised Development Permission and approved plans on 02.11.2021 as per Case No.: BHNTI/SWZ/291018/CGDCRV/A0544/R1/M1 & Rajachithhi No.: 05460/291018/A0544/R1/M1 on Dtd.: 02 NOVEMBER 2021 for construction on the Project Land.

AND WHEREAS in accordance with the approved plans on the said project land duly approved by Ahmedabad Municipal Corporation vide its Commencement Letter (Raja Chitthi) bearing No. 05460/291018/A0544/R1/M1 on Dtd.: 02 NOVEMBER 2021, the Vendor has constructed a building/scheme known as "BLUE WATER" consisting of First Celler (Parking), Second Celler (Parking), Ground Floor to Third Floor (Commercial) Fourth Floor to Thirteen Floors (Residential), Stair Cabin and Over Head Water Tank and accordingly the said building/scheme consists of commercial and residential units along with the required Parking, and other amenities and facilities to be provided for the beneficial enjoyment of all the Purchasers in the said Scheme.

AND WHEREAS the said Building/Scheme is completed in all respects and necessary Building Use Permission has been issued by the Ahmedabad Municipal Corporation bearing No._____ dated _____.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at Gandhinagar _____ under _____ no. _____ dated _____; a certified true copy of the said registration is attached as **Annexure ‘1’** hereto.

AND WHEREAS the Vendor has assured that the title to the said land together with the said Building is clear, marketable and free from reasonable doubts, which has been duly accepted by the Purchaser.

AND WHEREAS the Vendor has/had agreed to sell proportionate undivided share to the extent of _____ sq. mtrs. in the said project Land together with constructed property being Flat No. _____ admeasuring _____ sq. mtrs. (Carpet area), _____ sq.mtrs. of Wash Area and _____ sq.mtrs of Balcony total admeasuring about _____ sq.mtrs on _____ Floor of the said Scheme/Building known as “BLUE WATER” (the said constructed property is hereinafter referred to as “the said unit”) more particularly described in the SECOND SCHEDULE hereunder written together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Scheme/Building to be used in common with other Purchasers of the said Scheme/Building therein which common amenities and facilities are more particularly described in the THIRD SCHEDULE hereunder written (the said proportionate undivided share in the said Land, the said Unit and Common Amenities and facilities provided in the said Scheme/Building shall hereinafter be collectively referred to as “the said Property”) to the Purchaser and the

PURCHASER has agreed to purchase the said Property at or for the total price/consideration of Rs._____/-(Rupees_____ Only), which total price/consideration includes the proportionate price of the undivided share in the said land, and common assets and right to use the common areas and facilities provided in the said Scheme.

AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SELL dated _____ with respect to the said Property which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar Ahmedabad – 4 (Paldi) on _____ under Serial No._____ on the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme, certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS the Purchaser has now requested the Vendor to execute a Deed of Conveyance of the said Unit in his/her/their/its favor in the manner as if hereinafter appearing to which the Vendor have agreed.

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion

with right to use the common amenities and facilities provided in the said Scheme/Building and to be used in common with other Purchaser/s as mentioned herein by Deed of Conveyance also similar to these presents.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs._____-/- (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in **Annexure A** hereto (The receipt of the said sum of Rs._____-/- [Rupees _____ Only] the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser) the Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser 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 unto and to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof 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, Revenue Authority or any other local body or authority in respect thereof AND the said Vendor do hereby covenants with the Purchaser, 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 executed knowingly or willingly suffered to the contrary, it the Vendor now has in itself 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 in the manner aforesaid AND that it shall be lawful for the Purchaser 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 thereof and of every part thereof to and for his/her/its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever 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 persons 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 will at all times hereinafter at the request and at the cost of the Purchaser 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 UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

That the Vendor declares that the said property is its absolute property and further declare that the said property is in its 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 it. That the Vendor hereby declares that the Vendor has not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act, Income Tax Act, 1961, Gujarat Public Moneys (Recovery of Dues) Act, Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set-back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor. THE Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said property have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found

due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc.

The Vendor declares that no attachment under any legal judgment is levied on the said property and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise. That the Vendor has handed over the actual, physical and vacant possession of the said constructed Unit complete in all respects to the purchaser as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Unit as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basic construction work and confirm that there are no latent or patent defects in the construction and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same; however If within a period of **five years** from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Flat/ Shop/ Office or the building in which the Flat/ Shops/ Offices are situated or any defects directly attributable to the Vendor on account of workmanship, Quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its 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 Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser and If the Purchaser or any other member make any kind of changes in the construction of the said building, and caused of that if any damages accrue then the Vendor is not responsible for that damages, though the period of five year is not completed.

The Purchaser hereby agrees to abide by all bylaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Property 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.

The Purchaser hereby agrees and declares that Whatever is written in this Deed or Agreement, if any, already executed between the Parties, the Purchasers have further confirmed that, before execution of these presents by the Vendor in favor of the Purchasers, the Purchasers have thoroughly read these presents i.e. the said conveyance deed and they had fully understood each and every details and contents thereof AND the Vendor provided the copy of the various opinion and letters for Title(s) of Quresh & Associates (Advocate) Dated 24.11.2021 and the Purchaser personally and through his/her/their Advocate, Solicitors verified the same and in that respect the Vendor herein furnished all Documents, Deeds, Case Papers, Permissions

etc. i.e. all Title related documents to Purchasers and the Purchasers herein had satisfied his/her/their self/selves with the Title of the Scheme.

The Purchaser hereby agrees and declares that he/she/it shall maintain and/or cause to be maintained the interior and exterior of the said Unit in such a manner that the elevation of the building and the lay-out of the common amenities is/are not disturbed and structure thereof is not damaged in any manner.

The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever.

The Purchaser hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular so as to support, shelter and protect the other parts of the Building including the said Unit at his/her/its own costs and expenses.

The Purchaser shall use the said constructed unit only for residential/Commercial use purpose.

The Purchaser hereby irrevocably agrees that apart from residential use purpose, the Purchaser shall not to use the said constructed unit or any part thereof for any other purpose whatsoever. The Purchaser shall not use the said constructed Unit in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other

constructed unit nor for any illegal or immoral purpose. The Purchaser hereby agrees and declares that, the Purchaser shall not at any time demolish or cause to be demolished the said property or any part thereof so as to cause damage to the same in any manner and shall not make any alterations in the elevations and outside color scheme of the said constructed Building.

The Purchaser shall be not entitled to remove any Column/Beam within the said constructed Unit in any circumstances whatsoever. The Purchaser hereby agrees that any internal changes/renovations in the said Unit shall be done only with prior written approval of the Vendor/its Architect/Service Society which shall be given subject to such conditions as may be deemed necessary by the Vendor/its Architect/Service Society. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Unit. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Units or Building in any manner due to such renovations or any act being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damage/s caused to other constructed units or Building without any delay or demur whatsoever.

The purchaser of the unit holders of Third Floor hereby agrees to give necessary permission to the Vendor/Society /Commercial Unit Holder for the purpose of repairing, cleaning etc for the Drainage Line, Water Line, Electricity Line situated on the terrace of Third Floor as and when the

said request made by the vendor/service society/
Commercial Unit Holder.

The purchaser hereby agrees and declares that, the Purchaser shall not remove any windows or railing or will not change color scheme of the same. The Purchaser shall not erect any new wall which will result in a change in the elevation of the constructed Building and shall not enclose any open areas if any provided in or around the constructed Unit in any manner whatsoever.

The Purchaser hereby agrees and declares that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or subdivide the same for use as more than one unit. Further, the Purchaser hereby agrees that that the main door of the said Unit shall not be changed, altered in size or location and no other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the said Unit in accordance with the approved plans thereof.

The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor A.C. units only at the prefixed locations as suggested by Vendor.

The purchaser of the unit holders of Thirteenth Floor hereby agrees to give necessary permission to the Vendor/Society for the purpose of repairing, cleaning etc for the Over Head Water Tank situated on the terrace of Thirteenth Floor as and when the said request made by the vendor/service society.

The purchaser hereby agrees and declares that, the Purchaser shall not throw any kind of dirt, garbage or other

refuse or permit the same to be thrown out from the Unit and specifically any debris shall not be thrown from the repair or renovation of the Unit in the compound of the said Scheme or any portion of the said Building.

The vendor intimated that the parking area is provided as per present GDCR & Approved plan by concern authority so it may less parking qua per unit AND The purchaser hereby agrees and declares that owners of the commercial unit shall not park their vehicles in Residential premises or in residential parking.

The purchaser hereby agrees and declares that, the Purchaser shall be entitled to put his/her/its name plate/Board only on the place, and in the color and size as decided by the Vendor at entrance of said unit/shop and the Purchaser shall not put any other name plate or Board on any other part of the unit/ shop except on the door of the said Unit.

The Purchaser shall permit the Vendor/Service Society and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the Vendor/Service Society to the Purchaser or for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, over head water tank, gutters, wires, or other conveniences belonging to or surviving or used for the Building and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar or other purposes as may be

required, however the expenses for the same have to be paid by the Purchaser without any demur.

The Purchaser hereby agree and bind himself/herself/itself to become member of a Service Society namely duly incorporated under the Gujarat Co-operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co-operative Societies, Ahmedabad under Serial No. _____ dated _____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping of the said Scheme known as “BLUE WATER” and the Purchaser agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up-keeping of said entire Scheme known as “BLUE WATER” as may be levied for the time by the said Vendor/Society. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial period of 12 months and accordingly the Vendor shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in FOURTH SCHEDULE hereunder for the initial period of 12 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Society a nonrefundable lump-sum fixed maintenance deposit amount as decided/directed by the Vendor/Society and the interest/income

derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of the remaining Units shall also be utilized by the Vendor/Society towards common expenses, maintenance and other expenses to be incurred by the Vendor/Society. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The purchaser hereby agrees and undertakes that the Purchaser shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

That the Vendor intimated and the purchaser is in full knowledge of incorporation of _____ service society which meant or create for the purpose of smooth administration of commercial and residential units to make representation of their grievances to the service society and that service society shall deal with said grievances.

The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by AUDA/AMC or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others. If the present construction of said building upon the said land is destroyed and/or demolished and /or

required to be pulled down by any reason whatsoever and in that event as and when new construction is required to be made upon the said land then and in such event the different Purchasers of different constructed Units of the said Block including the purchaser herein through the said Service Society shall be entitled to construct the building of such carpet area which would be consistent with the present proportionate holding of the building construction taking into consideration the floor space index permissible at the time the new construction is required to be made and every Purchaser of different Units of the building through the said Service Society shall be required to make a new construction at the same place at which the original construction owned by the Purchaser is situated and every Purchaser of a part of the construction is required to bear proportionate cost on the basis of the floor space index.

The Purchaser hereby agrees that the entire scheme is and will always be known as "BLUE WATER" and the said name shall not be changed in any circumstances whatsoever.

That the Purchaser shall be entitled to get transferred the said property in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.

THE Vendor declares that the Vendor does possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction. If any provision of this Deed 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 Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed 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 Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

Any dispute between parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

THE PROMOTER SHALL NOT HAVE ANY CLAIM OVER F.S.I., ADDITIONAL F.S.I ,COMMON AREA AND TERRACE RIGHTS AFTER BUILDING USE PERMISSION HAS BEEN OBTAINED, SUCH RIGHTS IF ANY WILL BE ENCLOSED BY SOCIETY OF BUYERS

SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

The _____ Sq.mtrs area as specified above as undivided area i.e share in common area shall be governed by said co-operative housing society. The conveyance of title for the same common areas will be reflected in the revenue records of the said project land. The society will be formed as per Gujarat Co-operative Societies Act,1961. Also the transfer of Title such common areas will abide section 17 of RERA ACT 2016.

The Management Body Formed as mentioned above herewith in point No 1. Shall be the administrator of the common areas and undivided proportionate areas, for the same purpose administrator/director/Chairman & secretary will be nominated in the first AGM conducted between the Vendor and purchasers. OR Mr. _____ is the chairman of the said co-operative housing society limited which is hereinafter referred as the confirming party. (in case of Sale deed conducted after formation of society and handing over the physical possession to Management body)

Physical possession of common areas will be/is handed over to said co-operative service society limited along with that important documents like insurance copy, Noc's from concerned department, lift license, common equipment warranties and most importantly Approved plans and BU Copy is / will be submitted to the said co-operative service society limited.

Every Member i.e. Purchaser also agrees to the rules and regulations specified by the management body i.e. society.

THE VENDOR declare that the said Property has been covered or declared to be situated within the SCHEDULE/NOTE/LIST of "Disturbed Areas" as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of

Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence permission for sale and transfer of the said property is required under the said Act.

All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor in favor of the Purchaser both present and future shall be borne by the Purchaser alone.

The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Non-Agricultural land in the State of Gujarat, District: Ahmedabad, Taluka: Vejalpur, Village: Makarba, bearing Survey No.86, admeasuring about 6001Sq. Mtrs, which came to be included in Town Planning Scheme No.84/A, being Allotted Final Plot. No. 79 admeasuring about 4438 Sq.Mtrs, and the Same is bounded as follows:

On the North By : Open Land.

On the South By : National Highway No.8.

On the East By : Sagar Avenue.

On the West By : Survey No.85.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. In the said project Land together with constructed property being Flat/Shop No. _____ admeasuring _____ sq. mtrs. (Carpet area), _____ sq.mtrs. of Wash Area and _____ sq.mtrs of Balcony total admeasuring about _____ sq.mtrs on _____Floor of the said Scheme/Building known as “BLUE WATER” together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other and the said Unit No. is bounded as follows:

On the North By:

On the South By:

On the East By:

On the West By:

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Assets and right to use amenities and facilities provided in the said scheme and to be used in common with other Purchasers The common assets, amenities and facilities being Parking, Lift, Stair Case/passage leading to Units, Over head Water Tank, Underground Water Tank with Pump and Electric Motor, Compound Wall, and Drainage provided / situated in the said Building along with Right to Use common areas, amenities and facilities in common provided in the Scheme known as “BLUE WATER”. THE FOURTH SCHEDULE ABOVE REFERRED TO Details of common expenses to be incurred by the Vendor for the initial period of 12 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and Facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

VENDOR:

PURCHASER :-

Address of Property :-

Unit No. _____

_____ Floor

“BLUE WATER”

Besides Sagar Avenue Nr. Amber Tower, N.H. No.8, TP –
84/A Sarkhej Road, Ahmedabad-380055.

SIGNED AND DELIVERED BY

THE WITHIN NAMED VENDOR

BLUE WATER

THROUGH ITS AUTHORIZED

/DESIGNATED PARTNER

Mr.....

In the presence of:

1. _____

2. _____

SIGNED AND DELIVERED BY
THE WITHIN NAMED PURCHASER
SHRI/SMT.....

In the presence of:

1. _____

2. _____

ANNEXURE A
MEMO OF CONSIDERATION

Date	Bank	Branch	Cheque No.	Amount
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Total Rs.

WE SAY RECEIVED
For M/s. AK MITHAIWALA INFRA LLP
THROUGH ITS AUTHORIZED PARTNER
Mr.....

SCHEDULE AS PER SECTION 32/A
OF THE INDIAN REGISTRATION ACT

THE VENDOR

M/s. AK MITHAIWALA INFRA LLP

Mr.....

AUTHORIZED/DESIGNATED PARTNER

THE PURCHASER

.....

PHOTOGRAPH OF PROPERTY

