

DRAFT DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made at this day of between M/s. S. RAHEJA INFRASTRUCTURES PRIVATE LIMITED of a Company registered, incorporated and constituted under Companies Act, 1956 having its registered office at 502, Abhiraj building Munisurvat, B-68, Swastic Society, C.G. Road, Ahmadabad, Gujrat, through its Director Shri KETAN RASHIKLAL SHAH S/o Shri Rashiklal D. Shah, resident of 6C, Giriraj Society, Mumbai, hereinafter referred to as the "VENDOR/ BUILDER" (PAN No.AARCS4992F) Which expression shall unless repugnant to or inconsistent with the context, mean and include its successors, administrators, liquidators, legal representative, executors and permitted assigns of the FIRST PART;

AND

Shri Mahant Satya Dev Das Satnami Chela(disciple) of late Shri Vishwanath Das r/o Sa 18/131, Panchkoshi Road, Daulatpur, Naibasti, Varanasi,(PAN No AQMPD6517F.) hereinafter referred to as the "LAND OWNER/CONFIRMING PARTY" which term shall, unless repugnant to the context or meaning thereof, mean and include his successors, legal representatives, executors, administrators, nominees and assignees of the SECOND PART;

AND

SDS RESIDENCY RESIDENTS WELFARE ASSOCIATION (Proposed), situated at building named SDS Raheja Residency, S.M. plot nos 174,175,176 and 177, having land area of 5538 sq.mts., situated at Mauza, Daulatpur, Ward Sarnath, Pargana, Shivpur, Varanasi (hereinafter referred to as "the Purchaser") of the THIRD PART.

WHEREAS Mahant Satyadev Das, above named (as mentioned in first part of this deed) is the owner and in actual possession all that plot of land of part of S.M. plot nos 174,175,176 and 177, having land area of 5538 sq.mts., situated at Mauza, Daulatpur, Ward Sarnath, Pargana, Shivpur, Varanasi and his name recorded in revenue records as absolute owner of properties and is sufficiently entitled to all that the piece and parcel of land morefully described in the Schedule –"B" hereunder written and hereinafter, for the sake of brevity, referred to as "the said Property".

AND WHEREAS the Builder Co., above named agreed with the scheme of Land Owners for development of the said land and agreed to build multi-storied residential complex over the said land after getting construction plan duly approved by the competent authority.

AND WHEREAS Land Owner above named executed and authorized the Vendor vide a registered Developer Agreement dated 31.5.2012 registered in the office of Sub-Registrar-I, Varanasi vide Book No. I Vol. 3712 from pages 349 to 554 being document no. 3167 dated 31.05.2012 for development of the said property.

AND WHEREAS in pursuance of said agreement the developer Company got the said divisional layout and building plan sanctioned by VDA vide order dated 04.04.2013 passed by Nagar Abhiyanta (Bhawan), VDA vide no. 21/12 Group Housing/Vinyas and developed the said complex and raised a multi-storied group housing complex the building named SDS Raheja Residency comprising of Stilt plus 14 upper floors as per said approved plan and necessary permission from Varanasi Development Authority and other government body (Hereinafter referred as the Said Building) and more particularly described In the First Schedule hereunder written.

AND WHEREAS as per said Developer Agreement the Land owner is entitled to get 40% area of residential units whereas the Vendor (Builder Company) is entitled to get 60% (Sixty percent) area of residential units along with prorate share in land. With an intention to proper and full implementation of the terms and conditions of Developer Agreement dated 31.5.2012.

AND WHEREAS after formation of the society (i.e. SDS Raheja Residency Welfare Association (Proposed)) the party of the First part, the Party of the Second part and the Party of the Third part had agreed for the Conveyance deed of the said property and

the said building premises in favour of the said proposed society as and when required.

AND WHEREAS as required by the Real Estate(Regulation and Development Act) 2016(in short "RERA") the builder Company has registered the SDS RAHEJA project with the Uttar Pradesh Real Estate (Regulation & Development) Rules framed under the said Act and has been allotted registration No UPRERA PRJ14062.

AND WHEREAS the structure thus constructed on the said Property contains in the aggregate 140 flats which flats have been sold/allotted to different person/s on what is popularly known as "ownership basis" by executing diverse agreements substantially similar in nature with the individual purchasers/allottee/s thereof, a statement giving (i) names of the present owners/allottee/s of all such flats, (ii)The dates of the agreements under which such present owners/allottee/s have purchased/acquired the respective flats,(iii)the consideration in this behalf paid by the respective owner/s/allottee/s and(iv) the stamp duty paid on the respective agreement being annexed hereto and marked Annexure "...."

AND WHEREAS In view of the individual purchasers /allottee/s of the said flats having paid full consideration agreed to be paid and/or having discharged the obligations accepted by the respective purchasers /allottee/s under the respective agreements, the respective purchasers/allottee/s of the said flats have duly taken possession of the respective flat/s and have thereafter formed an incorporated body in the form of the Purchasers herein as is evidenced inter alia by the Certificate of Registration hereto annexed and marked Annexure ".....", the Purchasers at the said time having duly ratified the various documents till then executed as aforesaid in respect inter alia of the said property;

AND WHEREAS by a resolution passed in the General Body meeting of the Purchasers held on, the Purchasers have authorized its present Chairman, Secretary and Treasurer to complete for and on behalf of the Purchasers the Conveyance of the said Property as envisaged inter alia by the diverse agreements executed by the Developers for sale/allotment of the flats constructed by the developers in the course of development of the said Property and to affix thereto the common seal of the Purchasers;

AND WHEREAS the purchasers thereafter requested the Vendors and the Developers so to convey to the purchasers the said Property and the structure presently standing thereon:

AND WHEREAS in the circumstances, the parties hereto now are desirous of transferring and conveying the said Property and the structure presently standing thereon in favour of the purchasers in the manner more particularly hereinafter appearing.

NOW THIS INDENTURE WITNESSTH THAT in consideration of the premises and further in consideration of the Vendors prior to the execution hereof having duly received whole of the consideration receivable by the Vendors as is more particularly mentioned in the aforesaid Original Development Agreement dated 31.05.2012 payment and receipt of which such entire consideration the Vendors and the developers do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge inter alia The Developers as also the Purchasers forever And further in consideration of an aggregate sum of Rs._____/ - (Rupees_____Only) paid by various flat-purchasers to whom the Developers sold/allotted flats in the manner more particularly recorded in the respective flat Sale Agreement entered into by the Developers with each of the Flat-purchasers, payment and receipt of which such aggregate amount The Developers do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Purchasers forever, THEY,THE VENDORS AND THE DEVELOPERS Jointly as also severally Do hereby grant, convey, sell, assign and transfer unto the Purchasers all the rights, title, share, estate and interests held by the Vendors and the Developers respectively in the said Property more particularly described inter alia in the Second Schedule hereunder written AND the Structure presently standing on the said Property TOGETHER WITH all and singular the

houses, outhouses, edifices, buildings, courts, court-yards, areas, compounds, yards, sewers, ditches, fences, farms, ways, Well, paths, passages, common gullies, lights , trees, drains, drainages, waters, water-courses, plants, rights, liberties, easements ,profits, privileges, advantages, members and appurtenance whatsoever to the said Property, hereditaments and premises or any part thereof now or enjoyed therewith or reputed to belonging or be appurtenant thereto, all such rights, title, share and interests along with the said Property and the structure presently standing thereon hereinafter for the sake of brevity being referred to as “The Said Premises ” TO HAVE AND HOLD the said Premises hereby granted, sold, assigned, released, assured, conveyed and transferred or intended or expressed so to be unto and to the use and benefits of the Purchasers forever SUBJECT NEVERTHELESS to the payments of all the rents taxes , cesses, assessments, rates, dues and duties now chargeable upon same or which may hereafter become payable to the Government of India or to the Government of Uttar Pradesh or to the Mahanagarpalika of Varanasi or to any other public body or authority in respect thereof AND THAT THEY, the Vendors and the Developers do and each of them doth hereby covenant with the notwithstanding any other act, deed, matter or thing whatsoever by the Vendors and the Developers or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them the Vendors and the Developers made, done or executed or knowingly or willingly suffered to the contrary, THEY the Vendors and the Developers respectively now have in themselves good right, full power and absolute authority to grant, sell, assign, release, assure, convey and transfer the said Premises hereby granted, sold ,assigned, released, assured, conveyed and transferred or intended or expressed so to be UNTO and to the use of the Purchasers in the manner aforesaid AND THEY, The Vendors and The Developers respectively do hereby covenant with the Purchasers THAT the Purchasers shall and may at all times hereafter be well and sufficiently entitled to peaceably and quietly possess, hold and enjoy the said Premises and every part thereof and to receive the rents and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by them the Vendors and The Developers respectively AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors and The Developers respectively well 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 Vendors and the Developers respectively or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendors and the Developers respectively AND FURTHER that THEY, the Vendors and the Developers respectively and all persons having or lawfully or equitably claiming any estate, right, title or interest at law as also in equity in the said Premises hereby granted, sold, assigned, released, assured, conveyed, transferred or intended or expressed so to be or any part thereof for, under or in trust for them, the Vendors and the Developers respectively shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, conveyances and assurances in law and in equity whatsoever for the better, further and more particularly and absolutely granting, selling, assigning, releasing, assuring, conveying and transferring the said Premises more particularly hereinabove described hereby granted, sold, assigned, released, assured, conveyed and transferred or intended or expressed so to be and every part thereof unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers or their nominees or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto and to the two duplicates hereof set and subscribed their respective hands and seals the day and year first hereinabove written, the original being retained by the Purchasers and each of the remaining parties hereto retaining one of the duplicates hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO:

SCHEDULE – A

Details of the said Premises:

All that building known as SDS Raheja Residency having stilt plus 14 floor along with undivided proportionate land areasq.mts, built over S.M. plot no. 174,175,176 and 177, situated at Mauza, Daulatpur, Panchkoshi Road, Ward Sarnath, Pargana, Shivpur, Varanasi butted and bounded as :

East:

West: .

North: .

South:

SCHEDULE OF SAID PROPERTY

SCHEDULE – B

All that plot of land of part of S.M. plot nos 174,175,176 and 177, having land area of 5538 sq.mts., situated at Mauza, Daulatpur, Ward, Sarnath, Pargana, Shivpur, Varanasi bounded as below:-

- EAST : Boundary and open land of Sahdev Sonkar and others.
WEST : House of Manta Singh & others.
NORTH : Boundary of project.
SOUTH : boundary and thereafter Nala

SIGNED AND DELIVERED by

the within named “Builder ”

M/s. S. RAHEJA
INFRASTRUCTURES PRIVATE
LIMITED

in the presence of

the following witnesses.....

1. _____
(Signature & Name)

2. _____
(Signature & Name)

SIGNED AND DELIVERED by

the within named “Builder ”

in the presence of

the following witnesses.....

SIGNED AND DELIVERED by

the within named "Land owner"

Shri Mahant Satya Dev Das Satnami Chela
in the presence of

the following witnesses.....

SIGNED AND DELIVERED by

the within named "Purchasers"

SDS Raheja Residency Welfare Association (Proposed)
in the presence of

the following witnesses.....