

This is model form – broad out-line of Conveyance, which may be modified by the Promoter as per the status and circumstances of the Project at relevant time or otherwise, or as may be mutually agreed between the Promoter and Allottee, which is otherwise not violative of the RERA.

Project Registration No.

ORIGINAL

DEED OF CONVEYANCE

Sub: Residential property bearing Villa No._____ Villa Type “_____” on the scheme known as “ARAVALLI, BY RATNAAKAR” being part of Applewoods Township situate at Mouje Sanathal, Taluka Sanand, District Ahmedabad, Sub District Sanand, on the land bearing amalgamated Survey No. 111 Paiki.

THIS **DEED OF CONVEYANCE** made at Ahmedabad on this
____ day of _____ in the Christian Year Two Thousand
_____:

BY AND BETWEEN:

APPLEWOODS ESTATE PRIVATE LIMITED (PAN:
AAGCA6838B and CIN: U45201GJ2007PTC052343), a Company
registered under the Companies Act, having its Registered Office at: Block
No. 16, Abhishree Corporate Park, Opp. Swagat Bungalows BRTS Stop,
Iscon-Ambli Road, Ahmedabad-380058, Gujarat (India), hereinafter
referred to as “**THE OWNER**”(which expression shall unless it be
repugnant to the context or meaning thereof be deemed to include its
successors) of the **First Part**;

RATNAAKARINFRA TECH PRIVATE LIMITED, (PAN:
AAHCR7056B), a Company formed and registered under Companies Act
2013 with CIN: U45205GJ2016PTC086500, having its registered office at
801-802 Regency Plaza, Anandnagar Crossroads, Satellite, Ahmedabad
380015, Gujarat (India), hereinafter called “**THE PROMOTER**” (which
expression shall unless it be repugnant to the context or meaning thereof
be deemed to mean and include its successors) of the **Second Part**;

AND

Ms./Mr./Mrs./M/s. _____ (PAN:
_____) having _____ address at:
_____, hereinafter referred to as
“**THE PURCHASER**” [which expression shall unless repugnant to the

context or meaning thereof mean and include(in case of individual) his/her heirs, legal representatives, executors, successors, administrators and assigns; (in case of HUF) members of the HUF as at present and from time to time and their respective heirs, executors, successors and permitted assigns;(in case of Trust) Trustees, beneficiaries and office bearers as at present and from time to time; (in case of Proprietorship firm) the heirs and legal representatives, executors, successors, administrators and assigns; (in case of Partnership firm) partners as at present and from time to time and the heirs and legal representatives of the last surviving partner;(in case of Company) successors and permitted assigns; (in case of Corporation) successors and assigns]; of the **Third Part**;

The Owner, the Promoter and the Purchaser are hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**”;

WHEREAS the Owner is seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of non-agricultural lands of different survey numbers situate lying and being in the villages of Sarkhej-Sanathal collectively admeasuring 511707 sq.mts. or thereabouts(Hereinafter referred to as the “**Township Land**”).

AND WHEREAS the appropriate authority of State Government as per power and authority and direction of State Government conferred upon it under Section 122 (1) of the Gujarat Town Planning and Urban Development Act, 1976 has framed and sanctioned “Regulations for Residential Township, 2009” (hereinafter referred to as the “**Township Regulations**”). The Township Regulations shall mean and include as may be modified from time to time;

AND WHEREAS the Owner submitted a township proposal and submitted its Master Plans in terms of the Township Regulations, for obtaining permission to develop a township on the Township Land, consistent with the applicable laws, governing or controlling the same;

AND WHEREAS the Owner has been granted in-principle permission by the Government of Gujarat for the proposed development of Residential Township on the Township Land by Order No. PRCH-102010-3013-B (Applewood)-L dated 28.05.2010 (hereinafter referred to as the “**Order**”) issued by the Section Officer, Urban Development and Urban Housing Department, in terms of Section 29(1)(ii) of the Gujarat Town Planning and Urban Development Act, 1976, in accordance with the provisions and conditions contained in the Schedule and Annexure-I appended to the said Order and that “**Owner**” in this Deed shall also mean and include “**Owner Promoter**” as that expression is described or used in the Township Regulations;

AND WHEREAS the said Residential Township on the Township Land is known or described or named as “**Applewoods Township**”. The present concept drawing of such sanctioned Township Project is at **Annexure “A”** hereto, and as may be altered or modified from time to time;

AND WHEREAS the Owner has received Development Permissions granted by the Ahmedabad Urban Development Authority, and have got its layout plans and other plans approved and that the Owner has also received the Environment Clearance Certificate issued by the State Level Environment Impact Assessment Authority Gujarat, and amendments thereto granted by the State Level Expert Appraisal

Committee, Gujarat and the Owner has also received NOC issued by the Airports Authority of India for Height Clearance; etc. (Hereinafter collectively called “**Approvals**”);

AND WHEREAS by a Co-Development Agreement dated 10th January, 2020 executed between the Applewoods Developer of the One Part as Developer and the Promoter of the Other Part as Co-developer (hereinafter referred to as "the Co-Development Agreement"), the Owner has appointed the Promoter as Co-developer and granted to the Promoter co-development rights to utilize FSI equal to maximum FSI (Floor Space Index) of **4,06,810** Sq. Ft. equal to **37,793.83** Sq. Mts. only for development and construction on the part of the Township Land lying and being at Mouje Sanathal, Taluka Sanand, in the District of Ahmedabad and Registration Sub-District of Sanand bearing Old Block Nos. 111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A and 128 amalgamated into Survey No. 111 Paiki admeasuring approximately **72076** Sq. Yds. equivalent to about **60265** Sq. Mtrs more particularly described in SCHEDULE-I hereunder written (hereinafter referred to as “the Project Land” or “Land”) and to construct thereon residential villas and to market and dispose of the same in accordance with the terms and conditions contained in the said Co-Development Agreement.

AND WHEREAS the Promoter has developed residential scheme of Villas and related infrastructure know as “ARAVALLI, BY RATNAAKAR” (hereinafter referred to as “**the Said Scheme**” or “**Project**”) on the Project Land.

AND WHEREAS the development and construction plans for the Said Scheme are sanctioned by the Ahmedabad Urban Development

Authority (AUDA) as per its Development Permission bearing no. PRM/142/8/2018/460 dated 19/11/2019, for construction of residential villas.

AND WHEREAS The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Gujarat Real Estate Regulatory Authority at Gandhinagar, on _____, under _____ registration No. _____;

AND WHEREAS the Owner as Township Developer is concerned with and has created Township Infrastructure, the operation and maintenance whereof has been entrusted / planned to be entrusted to company viz. Stanford Operations & Maintenance Private Limited (CIN: U74200GJ2014PTC079835) (hereinafter referred to as the "**O&M Company**") registered under the Companies Act, as required by the conditions of development permission granted to it and Township Regulations;

AND WHEREAS, the Competent Authority has granted the Building Use Permission bearing reference no. _____ DT: _____, usage no. _____ dated _____;

AND WHEREAS a Society of the name "_____.", registered on _____, under No. _____ (Hereinafter referred to as the "Society" or "Service Society") is formed as envisaged under the Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as the "**said Act**") and to hold the common areas with land, and for the operation and the maintenance of common amenities, facilities, services,

infrastructure and common area (hereinafter referred to as the “**Assets of Common Use**”) of the Said Scheme and the purchasers of villas in the Said Scheme shall be the members of service Society and shall be bound by the rules and regulations thereof. The Service Society for all purposes of the said Act, if required, shall be treated as Association of Purchasers with the rights and obligations as per said Act;

AND WHEREAS as per Booking Agreement/Agreement for Sale, dated _____ and Supplementary Agreement / Letter to the booking agreement(if any)(hereinafter collectively referred to as “**Booking Agreement**”) entered into by and between the Promoter and the Purchaser, the Promoter has agreed to allot and sell the Villa no. _____ Villa type _____ having carpet area admeasuring _____ Sq. Yards. equivalent to _____ Sq. Mts. and “balcony/verandha 1” having area admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.), “balcony/verandha2” having area admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.), and “open terrace” having area admeasuring _____ Sq. Yards (equivalent to _____ Sq. Mtrs.) forming part of the Villa and also exclusive right to occupy and enjoy the land beneath such Villa and land appurtenant / contiguous to the same, net area _____ Sq. yds. equivalent to _____ Sq. Mtrs., together with the undivided proportionate share in the common areas, area _____ Sq. yds. equivalent to _____ Sq. Mtrs., and the said land to be entered, registered and represented in the government/revenue records in the name of the society as herein, subject to and in accordance with the applicable provisions herein and also applicable provisions of said Act (hereinafter referred to as the “**Villa**” or “**the said Villa**”), which Said Villa is more particularly described in **Schedule II** hereto, and the Purchaser has agreed to purchase and acquire the Said Villa at or for the

price or consideration and upon the terms and conditions and covenants contained therein;

AND WHEREAS the Purchaser has, prior to the execution of these presents, perused, studied and examined to his satisfaction, details of title of the Said Scheme described in the Schedule herein, said Co-Development Agreement, Township Regulations, Order, Regulatory Provisions, Sanctioned Development Plans, specifications and designs of the Said Villa and the Said Scheme, Township Infrastructure, Common Areas and all other relevant and related matters and things and that he has inspected the site of the Said Scheme and has acquainted and satisfied himself with the same and the Purchaser has also seen the construction of the Said Villa and the Said Scheme in general and satisfied himself that it is in accordance with the plans, specifications and design and detailed drawings;

AND WHEREAS having satisfied and accepted the same, the Purchaser approached the Owner and the Promoter to allot and sell to him and the Owner and the Promoter has agreed to allot and sell the Said Villa to Purchaser, and the Purchaser has agreed to purchase from the Owner and the Promoter, the Said Villa in the Said Scheme and has paid to the Promoter the sale consideration and have requested the Owner and he Promoter to execute Deed of Conveyance which the Owner and the Promoter has agreed to do, subject to various regulations of Township and other applicable laws, and in the manner appearing hereinafter;

AND WHEREAS the Owner and Promoter shall be collectively referred to as the “Owner Promoter”. This expression “Owner Promoter” shall apply to Owner and Promoter jointly and severally in their respective

capacity as Owner of Project Land and Township Land and Promoter of the Said Scheme respectively.

**NOW THIS DEED OF CONVEYANCE WITNESSTHAS STATED
HEREAFTER:**

A. In consideration of premise and in further consideration of Booking Agreement and in further consideration of Rs. _____/- (Rupees_____ only) paid by the Purchaser to the Promoter as described in "**Annexure-B**" full consideration of the Said Villa (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof acquit, release and exonerate the Purchaser forever), the Owner Promoter doth hereby allot, grant, convey, assure, release and transfer, in the manner same and similar to as allotted by Service Society, and has put the Purchaser in vacant and peaceful possession of the Said Villa in the Said Scheme of "ARAVALLI, BY RATNAAKAR" together with related non-specific, undivided, impartible, indivisible and variable interest in the Land of the Said Scheme, situate, lying and being at Mouje Sanathal, Taluka Sanand, District Ahmedabad and Registration Sub-District of Sanand and the Said Villa is more particularly described in **SCHEDULE-II** hereunder written;

TOGETHER WITH a right of enjoyment of Assets of Common Use of the Said Scheme of "ARAVALLI, BY RATNAAKAR" to be enjoyed and used by the Purchaser jointly and in common with other purchasers of villas in the Said Scheme, which have been common for all the villa holders and for which a Service Society shall be responsible for

the administration of Assets of Common Use and the Purchaser hereby agrees to be bound by the rules and regulations thereof;

AND TOGETHERWITH rights, privileges, advantages and appurtenances whatsoever to the Said Villa belonging or in anywise appertaining to or with the same or any part thereof now usually held, used, occupied or enjoyed or reputed or known as part thereof or appurtenant thereto;

UNTO and to the benefit of the Purchaser forever subject to all assessments, rates, duties or any other dues whenever assessed and chargeable upon the same or which may become payable in respect thereof from the date of these presents to the Central Government, State Government and the local authority as also to the Service Society and O&M Company and subject to other stipulations, terms, conditions, covenants, limitations and restrictions herein (Collectively “**Provisions**”), running with the Said Villa;

AND THAT the Owner Promoter hereby for themselves, their executors, administrators and assigns covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Owner Promoter or any person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Owner Promoter or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, the Owner Promoter have in themselves good right, full power and absolute authority to allot, grant, convey, release and assure Said Villa, unto and to the use of the Purchaser exclusively in the manner aforesaid subject however to the regulations of the Said Scheme

and the Service Society and O&M Company and the Said Township in general;

AND THAT the Purchaser shall at all times hereafter peacefully and quietly enter upon, occupy, possess and enjoy the Said Villa and receive profits and benefits thereof and of every part thereof unto and for his own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by the Owner Promoter and/or their successors, assigns, or any one or more of them or any person or persons lawfully or equitably claiming or claim by, from, under, through or in trust for the Owner Promoter or any of them and the Purchaser shall however hold, occupy and own the Said Villa subject to the Provisions herein;

AND THAT free and clear and freely, clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Owner Promoter well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Owner Promoter or by any other person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Owner Promoter, the Owner Promoter shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and caused to be done and executed all such further and other matters and things as may be reasonably required to give more legal effect to the Conveyance herein, and if Owner Promoter is satisfied about the same, subject however to the regulations of the Said Scheme and Township in general.

B. AND THE PURCHASER HEREBY AGREES AND COVENANTS WITH THE OWNER - DEVELOPER THAT:

1. Purchaser has verified the area of the Said Villa and land and have found the same as correct to his satisfaction and has agreed and understood that the Said Villa is in accordance with the design, plans and specifications. The layout plan of the Said Villa has been annexed as “**ANNEXURE-C**” and the Said Scheme Plan has been annexed as “**ANNEXURE-D**”.
2. Purchaser shall be entitled to the Said Villa which is a part of the Said Scheme of “**ARAVALLI, BY RATNAAKAR**” which is part of the Applewoods Township, and that the Assets of Common Use to be enjoyed in common with the purchasers of other Villas in the Said Scheme. The Purchaser herein shall own and occupy the Said Villa subject to the additional charges and maintenance payable in respect thereof and shall also be bound by the rules and regulations as may be framed from time to time by the Service Society, as also by the Owner Promoter and O&M Company, concerning with the administration of Assets of Common Use, Township Infrastructure and generally.
3. The Purchaser has agreed to be bound by the regulations of Township and to be bound by the conditions, obligations, limitations and restrictions attached to Approvals, and any other terms and conditions which may be issued by the Owner Promoter and has separately executed a Deed of Undertaking in this respect and has further agreed that whenever the Said Villa is to be

transferred by him or otherwise, his successors and assigns would be bound by such conditions specified in Undertaking.

4. The Purchaser may sell, transfer or encumber the Said Villa with the written prior approval and no objection obtained from the Service Society and O&M Company and Owner Promoter. Such approval / no objection will be granted subject to such conditions and restrictions as may be imposed and on payment of Transfer Fees and other charges as may be fixed, and provided (i) there is no pending default or breach of any of the provisions of this Conveyance, (ii) there are no outstanding amounts payable by the Purchaser to Service Society, O&M Company, Owner Promoter or on any other account whatsoever as per applicable Provisions herein, and (iii) provided any such transaction is not violative of Township Regulations and also generally not violative or prohibited by any provisions or rule of law.
5. The Purchaser agrees to pay the charges for maintenance of the Township Infrastructure and Assets of Common Use and other payments under the applicable Provisions regularly, irrespective of whether the Purchaser has commenced the use or not.
6. The Purchaser shall use or permit to be used the Said Villa or any part thereof only for residential purpose and the Purchaser shall not use or permit to be used Said Villa or any part thereof for commercial purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home or hospital, laboratory, video game parlor, beauty parlor,

cyber cafe, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties.

7. The Purchaser shall not use or permit to be used Said Villa or any part thereof for any illegal or unauthorized activity or any activity which is unlawful and illegal under any state or central legislations for the time being in force. The Purchaser shall perform and observe strictly the provisions and rules and regulations of the Said Scheme and of the Township and shall also observe and perform the laws for the time being in force.
8. The Purchaser agrees and undertakes that if any additions or modifications or alterations in or about or relating to the Said Villa are hereafter required to be carried out by the Government, District Panchayat, AUDA, AMC, Town Planning Authority, Township Authority, Authority under the Regulatory Provisions, or any statutory authority, the same shall be carried out by the Purchaser at his own costs and the Owner Promoter shall not be in any manner liable or responsible for the same.
9. The Purchaser shall at no time demand partition of his interest in the Said Villa or the Said Scheme. It being agreed and declared by the Purchaser that his interest is impartible.
10. The Purchaser shall have no claim with respect to any part of the Said Scheme and Township save and except in respect of the Said Villa conveyed to it.

11. The Purchaser agrees and undertakes that he shall not do anything which may be or become a nuisance to the other Villa holders or which may prejudicially affect the rights of the Owner Promoter.
12. The Purchaser agrees and confirms that he shall permit the Owner Promoter / Service Society/ O&M Company and their surveyors and agents with or without workmen and others at all reasonable times to enter into or any part of the Said Villa and for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences from Common Areas being used for the Said Scheme 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 purposes.
13. The Owner as a Township Developer is concerned with the development of Township Infrastructure and the Purchaser as a member of the Said Scheme wherein the Said Villa conveyed herein has been located would be enjoying facility concerning thereof and is bound by the rules and regulations of enjoyment thereof. The Purchaser is aware and is satisfied that as per one of the conditions of grant of permission for Township development, the Township Developer has promoted a Company viz. **“Stanford Operations & Maintenance Private Limited”** under the Companies Act for the repair, up-keepment, up-gradation, reconstruction, replacement and administration of the Township Infrastructure facilities and for operation and maintenance thereof and that the Owner has/will put the O&M Company in possession of Township Infrastructure and the said Company has entered /

will enter into Agreement with the Service Society for regulations of Township Infrastructure, the contents whereof shall be binding to the Purchaser and the Purchaser shall be bound by the rules and regulations that may be framed by such Company as also by the Owner and the Service Society as also by the government or semi-government authority in that behalf and shall be bound by the stipulations and conditions for the use and enjoyment thereof.

14. The Purchaser further covenants with the Owner Promoter that the Said Villa is completed by the Promoter as per the plans, design and specifications thereof in accordance with Development Permission and other permissions and shall not ask for any further Floor Space Index (FSI) for the Said Villa conveyed to him hereunder and shall not be entitled to carry out any further construction and shall not make any alteration or changes in construction or design thereof.
15.
 - a)The Purchaser has checked, verified and is satisfied that the Said Villa is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities, utilities and services as per the plans, specifications and designs approved by the Purchaser.
 - b)The Purchaser is satisfied about the title of the Owner Promoter, and has accepted the same. The Purchaser shall not be entitled to raise any special or general requisitions on title, nor the Owner Promoter shall be under any obligation to answer or satisfy the same.

16. a)The Purchaser has been given the Said Villa only. The Owner Promoter have made aware the Purchaser that they are proposing to dispose of the other Villas in the Said Scheme and other premises in the Township Project to different other persons. The Owner Promoter shall have right to dispose of these other Villas and premises in such manner and on such terms and conditions as the Owner Promoter may deem fit.
- b)The work of the Said Scheme and Project (as at present subject to future addition / expansion as stated herein) is in progress.
17. a)The expression "Said Villa" given to the Purchaser herein shall be read, understood, interpreted and implemented with the spirit and intention the construction thereof and covered useable space thereof for their use, occupation and enjoyment, and to reside thereat / therein subject to other provisions herein.
- b)Any part of the Said Scheme (except Said Villa) interior or exterior, open areas, open spaces, walls, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. to any person for any consideration and manner as Owner – Developer may deem fit.
18. The Purchaser hereby confirms and records that he has no complaint or grievance for the quality and materials used in the construction of the Said Villa and the Said Scheme in general, and measurement of the Said Villa.
19. The Purchaser is aware, and Purchaser has also agreed and accepted that the said consideration as mentioned in **ANNEXURE-B** paid by the Purchaser to the Promoter is one

composite consideration or price for the Said Villa and related rights and interest conveyed or given herein.

The Purchaser is not entitled for any separate estimate or bill of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price – consideration – contribution. However, the Promoter for its purpose may account for the same under such different heads of the Project as it may deem proper.

20. a) There is no other consideration for the Said Villa not appearing on record, paid or agreed to be paid by the Purchaser to the Promoter.
b) The Purchaser has obtained receipts for all the amounts paid to the Promoter /Service Society. Similar receipts shall be obtained for any payments in future. No claim for any payment shall be valid, save and except in respect of which the Purchaser has obtained such receipts.
21. The Purchaser confirms and accepts that there is no delay in the execution of the work, cause thereof attributable to the Owner Promoter.
22. The Said Scheme and Township Project shall be subject to over-all authority and control of the Owner Promoter for all or every matters concerning the same and all common development, amenities, facilities, services and infrastructure therein, until the Township Project is fully and finally complete, all the Villas and Premises are sold and handed over by the Owner Promoter to the

respective purchasers, all the amounts to be received by the Owner Promoter from the Said Scheme, Township Project and the purchasers in the said Project-Scheme are fully and finally received.

23. The Purchaser shall have no claim with respect to any part of the Said Scheme, parking, common amenities, open lands, common open areas, all Floor Space Index (FSI) balance - surplus, future, available by purchase from authority, floating, transferable or otherwise, right to put up construction in future passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Said Villa and minimum conveniences required for use, occupation and enjoyment thereof.
24. It is hereby agreed that the Purchaser shall not put any Board on the Said Villa except as per the place, size and colour of the same shall be as may be fixed by the Promoter/ Architect of the Said Scheme.
25. a)The Purchaser shall not make any temporary or permanent additions or alterations in the structure of the Said Villa, nor shall do anything which may cause damage or which may weaken the structure of the Said Villa ,like slab, columns, beams, load bearing walls, etc. Similarly, the Purchaser shall not cover the balcony nor shall put up any shed or any other temporary or permanent construction in the terrace. The Purchaser shall not hang cloths in the balcony or out-sideview of Said Villa, for drying, or otherwise shall not do anything which will not give or distort proper decorum

and decency to the Said Villa and change the outside view of the Said Villa.

b)The Purchaser shall not make any repair, maintenance or permit additions or alterations or interior design or decoration in the Said Villa in a manner that it may cause damage or harm or spoil the common amenities and infrastructure and the same shall be carried out generally in a manner that it does not cause nuisance, annoyance or inconvenience to other occupiers, and during reasonable hours of the day.

26. The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Villa or for the purpose of repair of any part of the Said Villa.
27. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Owner Promoter or Service Society or O&M Company.
28. The scheme shall always be known as **“ARAVALLI, BY RATNAAKAR”** and this name shall not be changed in any circumstances.
29. The Said Villa shall be used, occupied and enjoyed by the Purchaser as one Villa and the Purchaser shall not divide or sub-divide the same for use as more than one Villa. It has been specifically agreed that the main door and other opening by way of doors, window or otherwise in the Said Villa shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.

30. The Purchaser specifically covenants with the Owner Promoter as follows:-

- a) The Purchaser of the Said Villa will not use or permit to be used or cover the common open areas, spaces, margin lands, etc. for waiting, storage or keeping any articles or things.
- b) Notwithstanding other provisions herein, any arrangement worked out by the Owner Promoter / Service Society/ O&M Company for or in the matter of Township Infrastructure and parking, terrace/s and of the common amenities, facilities, services and infrastructure and Assets of Common Use of the Said Scheme, Common Maintenance, the rules and regulations regarding use, occupation and enjoyment of the same, and to hold, use, utilize, handle, etc. the Common Maintenance Deposit or future Maintenance Charges and other matters and things of common interest shall be binding upon the Purchaser here in and other purchasers of the Villas/ premises in the scheme.
- c) The Purchaser agrees that in respect of any remittances, acquisition / transfer of the Villa, any refund, transfer of security deposit, etc. made by him, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser, and all concerned. The Owner Promoter accepts no responsibility in respect thereof.

- d)
 - i) In case the Purchaser is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser will be through the First of such joint Purchaser, and shall not be independent or separate.
 - ii) All consents, confirmations etc. if and when required of the joint purchaser, the same shall be deemed to have been sufficiently given and received from the first of such joint purchaser. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint purchasers shall be required.
 - iii) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint purchasers. All notices, communications etc. may be addressed by the Owner Promoter to the first of such joint Purchaser.
- e)
 - i) All balance – surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the entire Township Land and Township Project (other than referring to Said Villa) as at present and from time to time and the Project shall belong to and will be of ownership of the Owner only and may be used, utilized, dealt with or disposed of as Owner may deem fit.
 - ii) The Purchaser has been explained and made aware of the Township Project, and global use and utilization of FSI. If the FSI in respect of Township Land as aforesaid is available, or is increased and/or additional construction is possible in the Township Project, or at any other place on account of Transfer of Development Rights (TDR) on

account of FSI originating from the Said Township Land or by TDR on account of other benefits, profits, privileges, advantages, development potential on account of land portions being surrendered under D. P. Road/setback or on account of change in Master Plan or Development Plan, in the Government Policies and/or its amendments or any rules and regulations, or any other benefits arising of any nature whatsoever, the Owner shall be entitled to utilise such additional FSI subject to necessary permission/sanction being granted by the concerned authority, and construct additional built-up area as and by way of buildings, villas, wings, houses or additional floors on the existing Building/s.

iii) The promoter shall not have any claim over additional future F.S.I., terrace and common area rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyer.

iv) The Purchaser shall not raise any objection or cause any hindrance in the development/construction by the Owner Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Premises or any other part of the project are affected, reduced, limited, restricted or denied. The Purchaser hereby agrees to give all the facilities and assistance that the Owner Promoter may require from time to time, but at the cost and expenses of the Owner Promoter, so as to enable the Owner Promoter to complete the development in the manner that may be determined by the Owner Promoter. It is expressly agreed

by the parties that the Owner Promoter is and will solely be entitled to dispose of their respective benefit of the additional premises that may be constructed by them as aforesaid.

- f) The Purchaser has agreed that for the purposes of sub-clause (e) above and other applicable provisions herein, the Owner Promoter may prepare such revised layouts, development plans, construction plans, detailed drawings, etc. (**“Plans and Specifications”**) as Owner Promoter may deem fit and proper, and make application, sign other papers and writings, do all acts, deeds, matters and things to obtain sanction / approval from Ahmedabad Urban Development Authority / Ahmedabad Municipal Corporation and other concerned authorities. The Purchaser hereby appoint and authorize Owner Promoter to act through any of its authorized person to make, sign, execute plans and specifications, applications, sign other papers and writings and do all such matters and things in his (Purchaser) name and on his (Purchaser) behalf as Owner Promoter may require, may deem fit and proper or convenient or as AUDA / AMC and other concerned authorities may require.
- g) i) The Purchaser will be entitled to related right in the Land subject to and in the manner as per applicable provisions of the said Act. The Township Project as at present is in the process of implementation, and revision, and consequently further development and area of construction to be put up. Therefore, the related right of the Purchaser in the Land concerning the Said Villa as per FSI for its construction

will be able to be calculated / quantified, given and conferred upon, upon the Township Project is fully and finally implemented using and utilizing all available FSI. Upon the Township Project is fully and finally implemented and all the premises in the Project have been disposed of, and the Township Project is declared by the Owner as complete. Such related right/interest in land as per requirement of said Act or otherwise may be entered in the revenue records and other Government records in the name of Service Society in fiduciary capacity. Upon completion of sale of all the premises of the Scheme, all such shares in land of all purchasers aggregating the entire land, representing the Scheme will be held, managed and administered by the Service Society.

The Purchaser herein shall not raise any dispute or objection or challenge for all these and any attempt to do shall be null and void. Similarly, the purchaser shall not be entitled to get his undivided proportionate share in the common area/land entered in the revenue records in his name, and no such application, if made by the Purchaser before the Revenue Authority shall be maintainable. No such application shall also be processed by the revenue authority.

ii) In case of any additional construction that may be put up as per right, power and authority reserved herein, the related right/interest in the Land to belong to Purchaser shall stand automatically reduced in proportion to such

additional construction. Accordingly, related interest in the Land, of Purchaser is variable, non-specific and subject to reduction.

- h) The said price – consideration – contribution paid by the Purchaser as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, GST, labour welfare, value added tax, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser. They will be paid immediately upon demand made by the Owner Promoter/ Service Society/ O&M Company. The amount as may be fixed proportionately by the Owner Promoter for or towards the same shall be final, conclusive and binding upon the Purchaser.
- i) The transaction covered herein at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in

legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser on demand at any time, and if required, the same shall be apportioned between the purchasers.

- j) The Purchaser has verified and satisfied that the Promoter has used all the materials, articles, goods, etc. of very good quality and standard. However, the Purchaser is aware that water is a substance which is likely to escape, resulting into its leakage and the leakage of water from the toilets, bathrooms and kitchen is also likely to happen in Said Villa. Leaked water / moisture is likely to appear on the walls of Said Villa and that may deteriorate the painting and plaster on the walls. 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 not connected with construction. The Purchaser agrees that the Promoter / Service Society shall not be liable for any repair or damage in the Said Villa due to leakage of water and its various other after effects. The Purchaser agrees that he shall be bound to undertake repair work at his own cost and such matter relating to seepage or leakage of water shall generally be attended by the Purchaser.
- k) The Purchaser has verified and satisfied that the Promoter has used all the materials, articles, goods etc. of very good quality and standard. However, the Purchaser is aware and has accepted that due to changes in weather / temperature

or due to rain / heat, the wooden frames of doors / windows and other wooden goods / materials used in the Said Villa may be swollen and the Purchaser may face some hardship or difficulty and may have adverse effect due to this. The Purchaser has also agreed that, there will be some rusting on metal items, like stoppers, grills, fixtures and fittings, etc. and these all can happen due to changes in weather / temperature and/or humidity and the Purchaser shall not be entitled to claim and recover any damage or compensation from the Promoter on such account.

- l) It has been agreed that the Owner may make any additions, omissions, alterations, modifications, etc. in Township Infrastructure, Project Infrastructure, FSI, in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser. Such changes, modifications, alterations, etc. shall be binding upon the Purchaser and to that extent the terms and conditions, rights and obligations of the Purchaser under this Deed of Conveyance shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not materially prejudicially effect the right of the Purchaser with respect to the Said Villa and the Scheme.
- m) The Township Project consists of different Schemes on Township Land as at present or as may be modified, altered, etc. from time to time. The sale of Said Villa is and shall be subject to any change, addition, alteration, modification, etc. in the planning, specifications, design,

nature of development, etc. of the Township Project from time to time. The transaction of the Said Villa herein shall always be governed, controlled, regulated or restricted accordingly from time to time. The right and interest of the Purchaser of Villa is and shall always be limited and restricted to own, use, occupy, possess and enjoy the Villa. The Owner shall be entitled to all present or future available rights, interests, benefits, advantages, privileges, etc. of every nature, description and form whatsoever, and to use, exploit, develop, construct, etc. as may be permissible under the applicable Regulatory Provisions.

- n) The Township Project includes multistoried residential apartments, Commercial Buildings, Club, Parks, play grounds and Infrastructure, etc. The Township Project work to fully and finally complete will extend to the time beyond the handing over of the Villa to the Purchaser. With the result for delay in completion of Township Project and for the related work of Township Project, and sales, marketing, etc., the Purchaser shall not raise any grievance or objection for the same.
- o) The right and interest of the Purchaser is limited and restricted to the Said Villa and to Floor Space Index referring to construction of such Villa and related proportionate right in the Township Lands in proportion to such FSI. All and every balance FSI, additional FSI, floating FSI, transferable FSI, or any right to purchase additional FSI in relation to Township Land/ Project Land as per or under the Township Regulations, Regulatory Provisions or generally available shall belong to the Owner.

The Purchaser has specifically agreed for the same and has specifically agreed that he shall not have any right, claim, or interest for the same and also shall not have any right to object, dispute or challenge the same as available to the Owner as aforesaid. The Owner will be entitled to use, exploit or otherwise deal with or dispose of the same as it may deem fit and proper, including to create any additional finished construction by using the same.

- p) The Purchaser is specifically made aware and the Purchaser has specifically agreed that the Villa shall be subject to Sanctioned Township, Township Regulations, Regulatory Provisions, any Town Planning Scheme that may be made applicable or any other Scheme – arrangement – proposal – acquisition by or of any authority or authorities under the applicable provisions of law for the time being in force and in force from time to time. In any such eventuality or otherwise at the sole option and discretion of the Owner may make any variations, additions, omissions, alterations, changes, or modifications in the development of the Township Lands and Township Project.
- q) The Purchaser is made aware and has perused, studied and understood the constitution of the Service Society, rules and regulations thereof, and the resolutions, decisions, etc. taken or adopted from time to time, since inception and incorporation thereof till date. The Purchaser is satisfied, and accept and confirm the same without any reservation, limitation or restriction whatsoever, and shall not be entitled to dispute, challenge or object the same. Generally, the Purchaser shall at all times and from time to time duly

and properly abide by, observe and perform the rules, regulations, decisions and resolutions of the Service Society past, present or future, generally.

- r) It will be the sole obligation of the Purchaser to insure the Said Villa against all available insurance risks for an amount equal to the market / replacement value of the Said Villa, to pay every insurance premium regularly and if demanded by Owner Promoter / O&M Company / Service Society for the security of neighbourhood to produce the insurance policy/policies or certified copies thereof as well as the receipts for the paid insurance premium to Owner Promoter / O&M Company / Service Society from time to time as requested by Owner Promoter/ O&M Company / Service Society.
- s) The common areas will be handed over to Service Society, at the appropriate time after the Project / Township Project is completed and when all the premises are disposed of and all the amounts thereof are recovered by the Owner Promoter. At the time of registration of conveyance of the common areas (if required), the Purchaser shall pay all expenses related thereto including his share of stamp duty, registration charges and other costs payable, on such conveyance or any document or instrument of transfer in favour of such entity that may be required under the said Act, rules, regulations framed thereunder or otherwise under the terms hereof.
- t) In future, if on account of any true meaning and interpretation of this Conveyance and transaction, or any order or judgment of the court or any authority, or

amendment in law, or issue of any clarification, circular, notification etc. by any court / authority / Government under any law, further documentation work if required, any tax, duty, charges, penalty etc. of any nature becomes payable or to be spent by Purchaser, Owner Promoter/Society the same shall be borne and paid and spent by Purchaser, and if recovered from Owner Promoter or Society, the Purchaser shall reimburse the same immediately on demand.

- u) Notwithstanding anything, the Society will have all rights, remedies, obligations, functions and duties as envisaged and required and available under the said Act.
- v) If any provision of this Conveyance shall be determined to be void or unenforceable under the said Act, such provisions of this Conveyance shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Conveyance and to the extent necessary to conform to the said Act as the case may be, and the remaining provisions of this Conveyance shall remain valid and enforceable as applicable at the time of execution of this Conveyance.
- w) The Purchaser is aware that the Scheme of villa of the Promoter is part of the entire villa scheme of Township Project. The remaining villa scheme is undertaken by the Owner as separate project with separate RERA registration, after short close permission obtained from RERA authority. The common areas and other common infrastructure of the entire villa scheme are common for both the schemes and the purchasers of the villa thereof. Any arrangement that

may be worked out by Owner Promoter for the common use, occupation, enjoyment, maintenance, management, administration etc. of this common areas and infrastructure and services will be binding upon the purchasers of the villa of both the schemes.

31. All the terms, conditions, provisions, stipulations, covenants (Collectively “**Stipulations**”) contained in Booking Agreement ,not incorporated herein, or not otherwise dealt with herein shall be deemed to be the integral part of this Conveyance, as if incorporated herein. However, if any matter or thing herein is different or inconsistent with any of such Stipulations, what is recorded and agreed upon herein is final and shall prevail.
32. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the aforesaid.
33. The Purchaser has specifically agreed to indemnify and keep indemnified the Owner Promoter in respect of what has been agreed, confirmed, represented and covenanted by the Purchaser as aforesaid, and in respect of any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any dispute, challenge, breach, violation, delay or default concerning the same by the Purchaser.
34. The Promoter has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners and also inviting

applications or proposals for purchase from prospective purchasers. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised, etc. as aforesaid, what is agreed upon and recorded herein shall prevail.

35. The Purchaser has specifically agreed and undertaken as follows:-
- a) The Purchaser has required eligibility to become member and share holder of the Service Society as per bye-laws, rules and regulations and resolutions of the Service Society, and shall be required to become member and share holder of the Service Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the Service society.
 - b) The Said Villa will be treated as held by the Purchaser similar to as member and share holder of the Service Society.
 - c) The Purchaser will be admitted and enrolled as regular member of the Service Society upon the Scheme / Project is fully and finally implemented, all Villas / Premises thereof have been sold and disposed of and all the amounts and revenues to be recovered from Scheme / Project by Promoter and agencies claiming under it are fully and finally recovered. However, until then the Purchaser will be bound by all obligations same and similar to as member of the Service Society.

36. The Purchaser, as the context may require, shall also include his representatives, tenant, licensee, occupiers, visitors, authorised persons, successors, assigns and all and every other person or persons to claim under the Purchaser.
37. The expression “Service Society” / “O&M Company” / “Owner Promoter” shall also mean and include any person authorised or nominated by it or its assignee or transferee.
38. The Purchaser hereby declare that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.
- C. The Said Villa is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Property and Provision for Protection of Tenants from Eviction from Property in Disturbed Areas Act, 1991 and therefore, the Owner Promoter is not required to obtain any permission under the said Act for the transfer or conveyance thereof under this Deed.
- D. 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 Owner Promoter in favour of the Purchaser both present and future shall be borne by the Purchaser alone.
- E. Any dispute between parties 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, thereunder.

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

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INTENTIONALLY BLANK]**

SCHEDULE-I
(DESCRIPTION OF LANDS)

All those pieces and parcels of non-agricultural lands or grounds situate, lying and being at Mouje SANATHAL, Taluka Sanand in the District of AHMEDABAD and Registration Sub-District of SANAND bearing Old Block Nos. 111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A and 128 amalgamated into Survey no. 111 Paiki admeasuring approximately 72076 Sq. Yds. equivalent to about 60265 Sq. Mtrs.

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INTENTIONALLY BLANK]**

SCHEDULE-II
(THE SAID VILLA)

All that Villa No. __ Villa Type __ of Scheme “ARAVALLI, BY RATNAAKAR” of Applewoods Township having carpet area admeasuring __ Sq. yds. equivalent to __ Sq. Mts. and “balcony/verandha 1” having area admeasuring __ Sq. Yards (equivalent to __ Sq. Mtrs.), “balcony/verandha2” having area admeasuring __ Sq. Yards (equivalent to __ Sq. Mtrs.), and “open terrace” having area admeasuring __ Sq. Yards (equivalent to __ Sq. Mtrs.) forming part of the Villa and also exclusive right to occupy and enjoy the land beneath such Villa and land appurtenant / contiguous to the same, net area __ Sq. Yds. equivalent to __ Sq. Mtrs., with undivided proportionate share in the common areas, area __ Sq. Yds. equivalent to __ Sq. Mtrs., and the said land to be handed over, managed, maintained and administered and held by the society as aforesaid, subject to and in accordance with the applicable provisions herein and also applicable provisions of said Act, and that the Said Villa is bounded as follows:

On or towards East by :
On or towards West by :
On or towards North by :
On or towards South by :

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED)
OWNER)
APPLEWOODS ESTATE PRIVATE LIMITED)

Through its authorized signatory

MR. KETAN PATEL

In the presence of:)

1 _____

2 _____

SIGNED, SEALED & DELIVERED)

BY THE WITHIN NAMED)

PROMOTER)

RATNAAKAR INFRA TECH PRIVATE)

LIMITED)

Through its authorized signatory

In the presence of:)

1 _____

2 _____

-: ANNEXURE-A ABOVE REFERRED TO: -
(TOWNSHIP PLAN)

- : ANNEXURE-B ABOVE REFERRED TO: -

(CONSIDERATION)

RECEIVED of and from the Purchaser herein the sum of Rs. _____ /- (Rupees_____Only) as per particulars below, being the sale consideration for the Said Villa:			
Amount in Rs.	Cheque No.	Date	Name of Bank
.00	<<< TOTAL AMOUNT IN RUPEES ONLY >>>		

-. ANNEXURE-C ABOVE REFERRED TO: -
(VILLA PLAN)

-: ANNEXURE-D ABOVE REFERRED TO: -
(SCHEME PLAN)

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF
REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Villa No. _____ , “ARAVALLI, BY RATNAAKAR”, Sanathal, Taluka
Sanand, District Ahmedabad.

OWNER

PROMOTER

PURCHASER

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF
REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Villa No. _____, “ARAVALLI, BY RATNAAKAR”, Sanathal, Taluka
Sanand, District Ahmedabad.

OWNER

PROMOTER

PURCHASER

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

OWNER AFORESAID

APPLEWOODS ESTATE PRIVATE LIMITED

Through its Authorised Signatory

MR. KETAN PATEL

PROMOTER AFORESAID

RATNAAKAR INFRA TECH PRIVATE LIMITED

Through its Authorised Signatory

PURCHASER AFORESAID

DATED THIS DAY OF 2020

APPLEWOODS ESTATE
PRIVATE LIMITED

... OWNER

RATNAAKARINFRATECH
PRIVATE LIMITED

... PROMOTER

...PURCHASER

DEED OF CONVEYANCE

M/S. H.DESAI & COMPANY
SOLICITORS AND ADVOCATES

202 Titanium One,
Nr. Rajpath Club, S.G. Highway,
Ahmedabad – 380 059.
AHMEDABAD-380006.

Tel. Nos. 29707251,
29707252, 29707253

File No. Bjm/4963/Gen

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