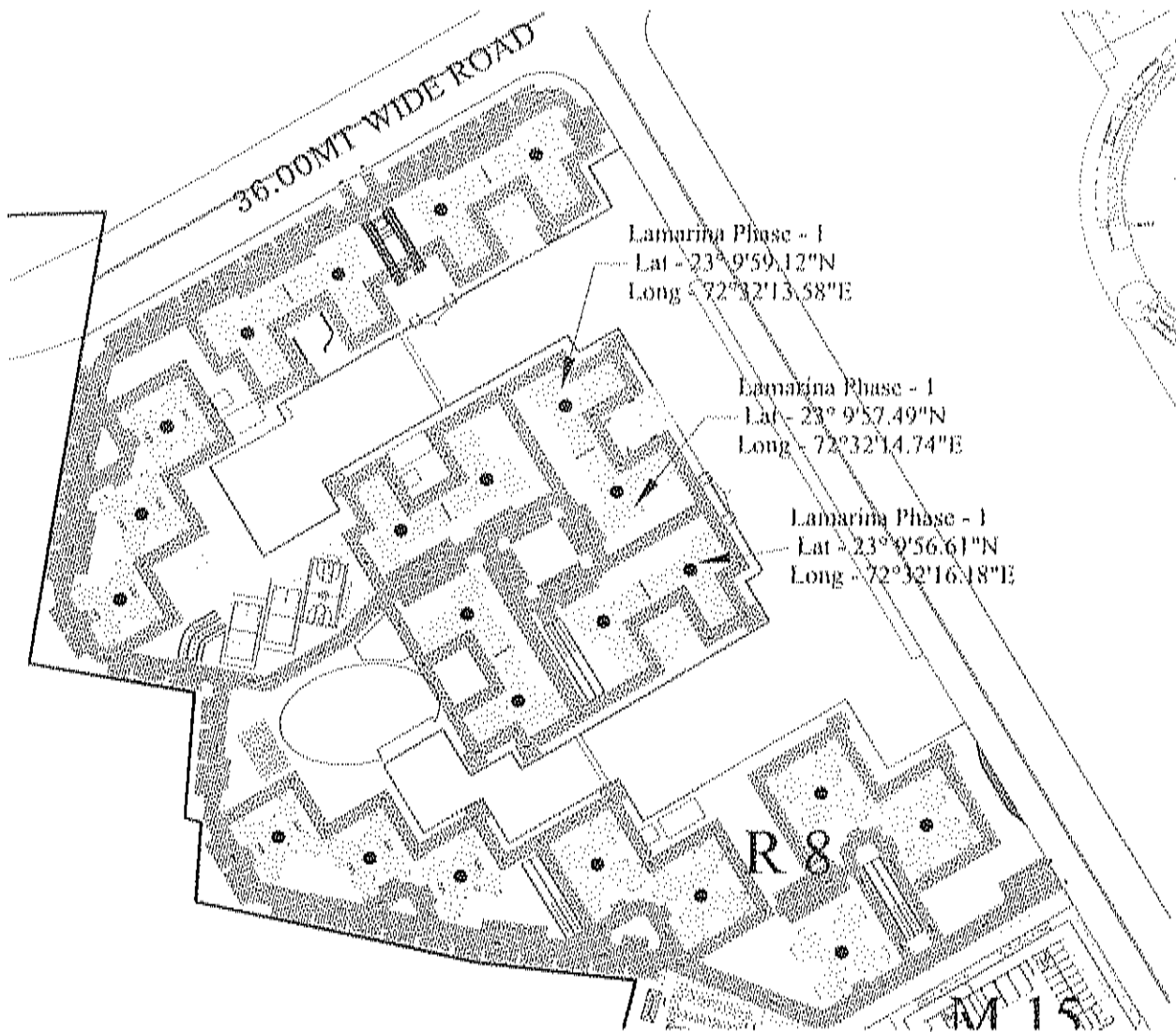


Project Land : La-Marina (Part of Waterlily)

Land - Village & Block/Survey No.

Village	Block/Survey No.	Area (Sqm)	Documents	
Jasipur	388	2904.15	Sale deed	Title Search Report
Dantali	387	3543.44	Sale deed	Title Search Report
Dantali	388	1018.16	Sale deed	Title Search Report
Total		7465.75		



36.00MT WIDE ROAD

Lamarina Phase - 1
Lat - 23° 9' 59.12"N
Long - 72° 32' 13.58"E

Lamarina Phase - 1
Lat - 23° 9' 57.49"N
Long - 72° 32' 14.74"E

Lamarina Phase - 1
Lat - 23° 9' 56.61"N
Long - 72° 32' 16.48"E

R 8

M 15

પર્ચ નંબર: ૨૦૦૮૦૪૮૦૦૬૩૨૫ દસ્તાવેજ નંબર: ૩૩૧૧ દસ્તાવેજ વર્ષ: ૨૦૦૮
તા. ૩ માઃ ૩ સને ૨૦૦૮

દસ્તાવેજનો પ્રકાર માલિકી ફેરખત/વેચાણ અર્થે Rs. ૨૦૬૦૦૭૫૦૦

રજુ કરનારનું નામ Shantigram Estate Mangement Pvt. Ltd., through its Director

નીચે પ્રમાણે ફી પહોંચી Shri Devangbhai S.Desai

રજીસ્ટ્રેશન ફી	.....	.....	.....	.....	.....	૩. પેસા
નકલ કરવાની ફી સાઈડ/ફોલીયો	.....	.....	.....	.....	.....	૨૦૬૦૦૭૫
શેરોની નકલ કરવા માટે ફી	.....	.....	.....	.....	.....	૧૬૦
ટપાલ ખર્ચ	.....	.....	.....	.....	.....	૦
નકલો અથવા યાદીઓ (કલમો ૬૪ થી ૬૭)	.....	.....	.....	.....	.....	૧૬૫
શોધ અગર તપાસફી	.....	.....	.....	.....	.....	૦
દંડ કલમ-૨૫	.....	.....	.....	.....	.....	૦
કલમ-૩૪ (કલમ-૫૭)	.....	.....	.....	.....	.....	૦
નકલ ફી ફોલીયો	.....	.....	.....	.....	.....	૦
ઇન્ડેક્સ-૨ ફી	.....	.....	.....	.....	.....	૦
આ સિવાયની બાબતોની ફી						

કુલ એકંદરે રૂ.	૨૦૬૦૪૦૦
----------------	---------

(અંકે રૂપિયા વીસ લાખ સાઠ હજાર ચારસો પુરા.)

દસ્તાવેજ તે રજીસ્ટર ટપાલથી મોકલવામાં
ના દિવસે તૈયાર થશે અને-----આવશે.
નકલ કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશે (પી.એડ સોની)
Ashima a House સબ રજીસ્ટ્રાર
Ellis bridge ગાંધીનગર
Ahmedabad

અગર Shantigram Estate ને આપશે. બહુમાળી મેકાન, ડી-બ્લોક, ૧લી માળ,
Mangement Pvt. સેક્ટર-૧૧,
Ltd., through its Director ગાંધીનગર
Shri Devangbhai S.Desai

IGR - NIC 39462807023624668

UID-6 03/03/2008 13:12:25

અંકે રૂ. ૨૦૬૦૪૦૦/= થી ભરાયેલ છે.
ચલન નં : SBI ૩૧૬૮ Dt. ૨૬/૦૨/૨૦૦૮ થી ભરાયેલ છે.

સબ રજીસ્ટ્રાર, ગાંધીનગર

S.B.I. no. 24/2/08

003189
यस्य नं. _____

তারিখ: ২৫/২/০৮

સબ ડિવિઝન ડાયેરી GANDHINAGAR પાલેની

નાણાં કોણે પૈસા કર્યા તેનું નામ	SHANTI GRAM ESTATE MANAGEMENT PVT. LTD
જેના તરફથી નાણાં ભરવામાં આવ્યા એપ તે વ્યક્તિનું નામ અને સરનામું	NAVRAH GURA AHMEDABAD.

વિગતવાર આવક	1								
ફંડ	3								
ઉપાડ અધિકારી	4	4	9						
માગણી ક્રમાંક	0	0	0						
બજેટનો પ્રકાર	0	0							
સ્કીમ નંબર	0	0	0	0	0	0	0	0	0
નિયંત્રણ અધિકારી	0	0	0	0	0				
રકમ રૂપિયા	—	1	2	1	5	4	8	0	0

କୃଷି ସାମ୍ବିଧାନ

क्र. नं.	युक्तवासीनी विगत	मुખ्य सङ्क	पेडा मुખ्य सङ्क	गोळा सङ्क	सम छेड	रुपिया
१	स्टेम्प ड्युटी (नोन क्युटीशीयल)	००३०	०२	१०२	००	१००१५५००
२	रकनदेवन की	००३०	०३	१०४	००	२०६०५००
३	युग्मद बाजूस	००३०	०३	१००	००	
४	मीसेलीनीयस की, डोंगी की, सय की	००३०	०३	१००	००	/
५	सोशियल मेरेज की	००३०	००	१००	००	
	कुल युक्तवेल रकम रुपिया					१२१५६००

अथवा शब्दों में ONE CRORE TWENTY ONE LAKH
FIFTY FOUR THOUSAND EIGHT HUNDRED ONLY

समस्तार, गांधीनगर,
जैलना उपयोग माटे

સં. ૨૬૧ _____ અંગે રૂપિયા _____ પૈસા ૭૭

ॐ नमो भगवते वासुदेवाय ॥ १ ॥

કેશીયરની સહી _____ ઓફીસરની સહી _____

	विगत	२५म	पेसा
नोटो (विगते)		30.	
UTI BANK LTD. LAW-GARDEN CHNO - 176566			
शिक्षा			
बैक (विगत)			
सरवाणी		1, 21, 54804	

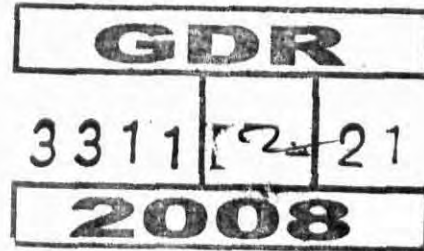
3399

ટોકન નં :- 36
તારીખ :- ૧૩/૧૨
સમય :- ૭૫
સ્ટેશન :- ૩૩૯૯

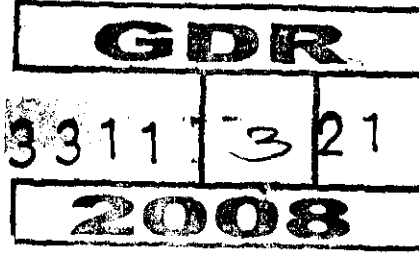


P
xysm

ગોરો



THIS INDENTURE made at Gandhinagar this 29th day of Feb
Two Thousand-eight BETWEEN (1) SHANTABEN SHANTILAL,
(PAN: AAVPA7831L), (2) SUVARNABEN MAHASUKHBHAI, (PAN:
AASPA4938M), (3) RANJANBEN VINODBHAI, (PAN:
AASPA4939L), (4) PUSHPABEN VASANTBHAI, (PAN:
AASPA4940P), (5) PRITIBEN GAUTAMBHAI, (PAN: AASPA4937E)
and (6) SHILINBEN RAJESHBHAI, (PAN: AASPA3371L), all adults,

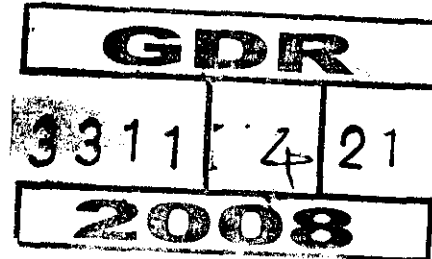


Indian Inhabitants, Indian Citizens, Address: "Shikhar", Near Mithakhali Circle, Navrangpura, Ahmedabad - 380 009, all represented through their duly Constituted Attorney Shri Vasantbhai S. Adani, hereinafter called "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, executors and successors) of the One Part AND SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED (Former Name: Adani Township and Real Estate Company Private Limited), (PAN: AAFCA6866L), a Company registered under the Companies Act, 1956, under No. U45200GJ2005PTC047086, having its Registered Office at "Ashima House", Near M. J. Library, Ellisbridge, Ahmedabad - 380 006, hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

WHEREAS the Vendors are seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being Agricultural Lands, situate at Dantali (sim), Taluka Gandhinagar, in the Registration District and Sub District Gandhinagar, bearing

<u>Block No.</u>	<u>Area in Sq.mts.</u>
399	5666
393	2833
394	1821
388	27316
392	3035
398	5564

387	7183
395	1315
396	1720
397	12445



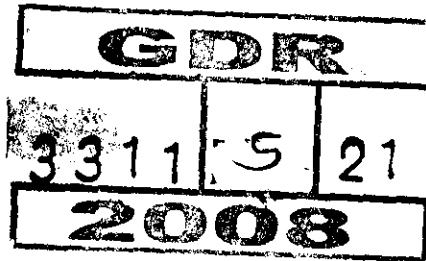
more particularly described in the schedule hereunder written (Hereinafter referred to as the "Said Lands").

AND WHEREAS the Vendors have agreed for sale of the Said Lands to the Purchaser herein, at or for the price or consideration of Rs. 20,60,07,500/- (Rupees twenty crores sixty lacs seven thousand five hundred only).

AND WHEREAS the Purchaser is Non Agriculturist and necessary permission for sale in favour of the Purchaser has been granted, as applicable and required, under section 63 of The Bombay Tenancy and Agricultural Lands Act, by an order of District Collectr, Gandhinagar, dated 16th January 2008, bearing No. CB/Ganot/Sec.63/Vashi-171 to 177/08.

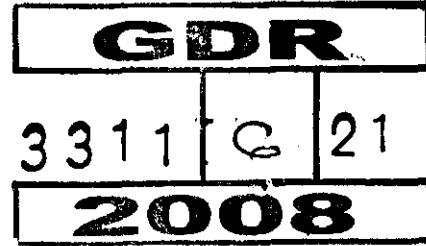
AND WHEREAS the Purchaser has requested the Vendors to execute necessary Conveyance for the same, being these presents.

NOW THIS INDENTURE WITNESSETH that IN CONSIDERATION of the premises contained hereinabove and IN FURTHER CONSIDERATION of the sum of Rs. 20,60,07,500/-



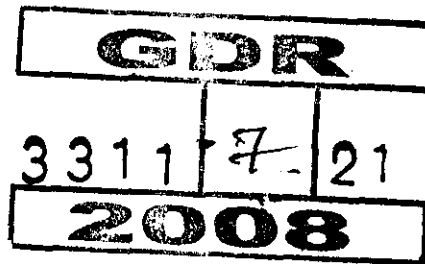
(Rupees twenty crores sixty lacs seven thousand five hundred only) paid on or before the execution hereof, being the full consideration paid to the Vendors (payment and receipt whereof, the Vendors do and each of them doth hereby admit and acknowledge and of and from every part thereof for ever acquit, release and discharge the Purchaser) the Vendors do and each of them doth hereby sell, grant, convey, transfer and assure unto the Purchaser the Said Lands, more particularly described in the schedule hereunder written, together with courts, yards, areas, compounds, ways, sewers, ditches, fences, trees, drainages, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the Said Lands or any part thereof belonging or anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied, and enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto AND ALSO TOGETHER WITH all deeds, documents, writings, vouchers and other evidences of title relating to the Said Lands, more particularly described in the schedule hereunder written, AND ALL THE ESTATE, right, title, interest, possession, benefit, claim and demand whatsoever at law and in equity of the Vendors in, to, out of or upon the Said Lands or any part thereof TO HAVE AND TO HOLD all and singular the Said Lands hereby sold, granted, conveyed and assured and intended or expressed so to be with their and every of their rights, members and appurtenances (Hereinafter collectively referred to as the "Said Premises") UNTO AND TO THE USE and benefit of the Purchaser for ever SUBJECT to the payment of all rates, taxes,





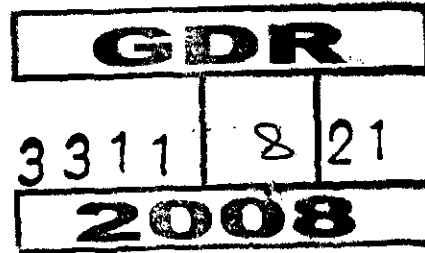
assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Gram Panchayat, Gandhinagar Municipal Corporation, State of Gujarat or any other public body in respect thereof AND THE VENDORS do and each of them doth hereby for themselves, their heirs, executors, administrators and assigns covenant with the Purchaser THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendors or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary, THEY, the Vendors now have in themselves good right, full power and absolute authority to grant, release, convey and assure the Said Premises hereby sold, granted, released, conveyed and assured or intended so to be unto and to the use of the Purchaser 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 Premises hereby sold, granted, conveyed, transferred and assured with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefits, without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person or persons lawfully or equitably claiming by, from, under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and for ever discharged or otherwise by the Vendors well and sufficiently saved, defended and kept harmless and indemnified of and from and against all former and other estate, title, charges





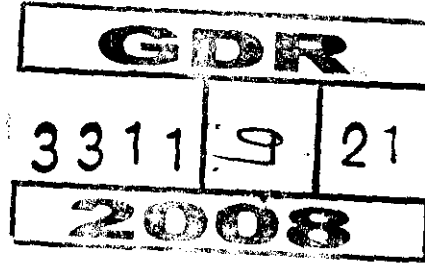
and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by, from, or under or in trust for them AND FURTHER THEY, the Vendors having lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Said Premises hereby sold, granted, conveyed, transferred or assured or any part thereof by, from, under or in trust for them, the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for better, further and more perfectly and absolutely granting and assuring unto and to the use of the Purchaser as shall or may be reasonably required by the Purchaser, its successors or assigns or its counsel in law for assuring the Said Premises and every part thereof hereby sold, granted, conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

B. NOW THIS INDENTURE FURTHER WITNESSETH that in consideration of the aforesaid premises and as per covenant for further assurances contained hereinabove, the VENDORS, jointly and severally, hereby irrevocably authorize, nominate, constitute and appoint the Purchaser in their (Vendors) name and on their (Vendors) behalf and in all and every other capacities in which they may have or can be said to have in law, fact or equity share, right or interest in the Said Lands, to do, execute and perform all acts, deeds, matters and things as the



nature and circumstances may require or the Purchaser may deem fit for more properly, legally, absolutely vesting the Said Lands, more particularly described in the schedule hereunder written, in its favour as intended or expressed to be herein, including to execute and register further and other assurance, agreements, supplementary writing, rectification regarding any matter or thing herein, papers and writings AND FURTHER to appear before the office of the appropriate Sub Registrar and also to admit execution thereof and to do all acts, deeds, matters and things as may be necessary or proper for registration thereof, AND FURTHER to commence, carry on or defend all actions, suits or other proceedings touching the Said Lands or any part thereof and to appear and represent in any court and before all judicial, revenue, municipal, town planning, or other authorities whatsoever and if the said Purchaser think fit to compromise, refer to arbitration, submit to judgment, discontinue or become non suited in any action, suit or proceedings and to declare and affirm all plaints, written statements, affidavits, petitions and other necessary pleadings, AND FURTHER to prepare and get sanctioned plans and/or revised plans from the concerned authority / authorities for putting up construction on the Said Lands and to sign and execute applications, layout plans, construction plans, declaration, undertaking, etc. AND FURTHER to examine, adjust and settle all accounts and reckonings with any person or persons whomsoever and to receive the balance if any with respect to Said Lands AND generally to do any act, deed, matter or thing with respect to, touching to or concerning the Said Lands AND FURTHER to delegate all or any of the powers and authorities





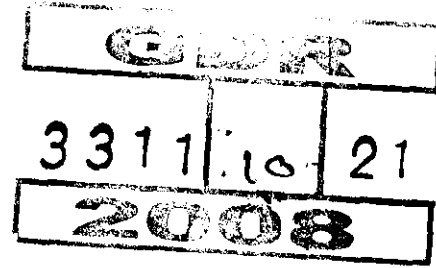
contained herein to any person or persons whomsoever AND all and every liabilities, responsibilities and consequences arising on exercise of any of these powers and authorities shall belong to the Purchaser, except as regards covenant for clear and marketable title on the part of the Vendors.

C. The Vendors immediately before the execution hereof have made usual Declaration-Cum-Indemnity on Title, attested by Public Notary. The Purchaser has relied upon the same. The said Declaration-Cum- Indemnity and the contents thereof form part and parcel of these presents and shall be deemed to have been incorporated herein verbatim.

D. The actual, physical, vacant and peaceful possession of the Said Lands has been handed over by the Vendors to the Purchaser.

E. The Said Lands is not falling under Disturbed Area and is not attracted by The Gujarat Prohibition of Transfer of Immoveable Property & Provision for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1991.

F. All stamp duty (present and future), registration charges, legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the Purchaser only.



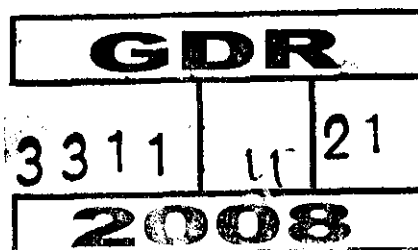
IN WITNESS WHEREOF the Vendors have hereunto set and subscribed their hand and seal the day and year first hereinabove written.

:-THE SCHEDULE ABOVE REFERRED TO:-

ALL THSE pieces or parcels of lands or grounds, hereditaments and premises, being Agricultural Lands, situate at Dantali (sim), Taluka Gandhinagar, in the Registration District and Sub District Gandhinagar, bearing

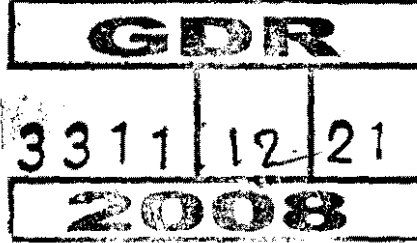
<u>Block No.</u>	<u>Area in Sq.mts.</u>
399	5666
393	2833
394	1821
388	27316
392	3035
398	5564
387	7183
395	1315
396	1720
397	12445

in all aggregating to 68898 Sq.mts. or thereabouts, and bounded as follows, that is to say on or towards the -



Block No.	North by	South by	East by	West by
387	Block No. 388	Sim of Vill. Khodiar	Block No. 388	Sim of Vill. Jaspur
388	Block Nos. 381 and 389	Block Nos. 386, 387 Sim of Vill. Khodiar	Block Nos. 385 and 386	Block Nos. 387, 392 Sim of Vill. Jaspur
392	Block No. 391	Sim of Vill. Jaspur	Block Nos. 388 and 389	Block No. 393
393	Block Nos. 394 and 395	Sim of Vill. Jaspur	Block No. 392	Block No. 397
394	Block No. 390	Block No. 393	Block No. 391	Block No. 395
395	Block No. 390	Block Nos. 393 and 397	Block No. 394	Block No. 396
396	Block Nos. 390 and 401	Block No. 397	Block No. 395	Block No. 399
397	Block Nos. 395, 396 and 398	Sim of Vill. Jaspur	Block No. 393	Block No. 465
398	Block No. 399	Block No. 397	Block No. 397	Block No. 465
399	Block Nos. 400, 401, 453 and 454	Block No. 398	Block No. 396	Block Nos. 453 and 454

AND delineated with red color boundary line on the plan annexed herewith.



SIGNED AND DELIVERED)

BY THE WITHIN NAMED :)

1. SHANTABEN SHANTILAL,)

2. SUVARNABEN)

MAHASUKHBHAI,)

3. RANJANBEN VINODBHAI,)

4. PUSHPABEN VASANTBHAI,)

5. PRITIBEN GAUTAMBHAI,)

6. SHILINBEN RAJESHBHAI,)

All represented through their duly)

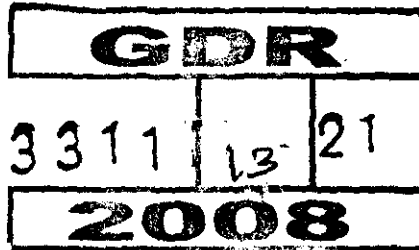
Constituted Attorney Shri Vasantbhai)

S. Adani,)

In the presence of :)

Y. S. Adani

Prakash



RECEIVED of and from the)
Purchaser herein the sum of)
Rs. 20,60,07,500/- (Rupees twenty) Rs. 20,60,07,500/-
Twenty crores sixty lacs seven)
Thousand five hundred only))
being the sale price – consideration)
as stated above,)
In the presence of :) WE SAY RECEIVED



A handwritten signature in black ink, appearing to be 'Cheise' or similar, written over a horizontal line.

GDR
3311 14 21
2008

MAIN CANAL OF NARMADA

DANTALI
GHANDHI NAGAR



Y. S. Adan

For, SHANTHAN ESTATE MANAGEMENT
PRIVATE LIMITED

[Signature]

DIRECTOR



SCHEDULE AS PER SECTION 32 (A) OF REGISTRATIN ACT

VENDORS AFORESAID

1. SHANTABEN SHANTILAL,
2. SUVARNABEN MAHASUKHBHAI,
3. RANJANBEN VINODBHAI,
4. PUSHPABEN VASANTBHAI,
5. PRITIBEN GAUTAMBHAI,
6. SHILINBEN RAJESHBHAI,

All represented through their duly
Cnstituted Attorney



V. S. Adani

SHRI VASANTBHAI S. ADANI



PURCHASER AFORESAID

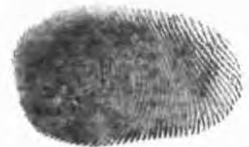
SHANTIGRAM ESTATE MANAGEMENT PVT. LTD.

Represented through its Director



A handwritten signature in black ink, appearing to be "Devangbhai S. Desai".

SHRI DEVANGBHAI S. DESAI



Serial No. **3311**

presented of the office of the

Sub-Registrar of SRO - Gandhinagar

between the hour of **1** to **2**

on date **03/03/2008**



[Signature]

Shantigram Estate Mangement Pvt.
Ltd.,through its Director Shri
Devangbhai S.Desai

[Signature]
(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar

GDR

3311 17 21

2008

[Signature]
(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar

Receipt No :- **2008048006325**

Received Fees as following Rs.

Registration Fees.	2060075
Fee for photograpy (16)	160
Postage Fee :-	165

TOTAL :- 2060400

(Rupees Twenty Lac Sixty Thousand Four
Hundred Only)

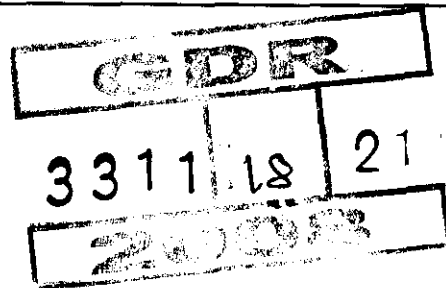
Chellan No: SBI 3198 Dt.26/02/2008)



1. Richard Christian (Service)
Adani House
Mithakhli
Ahmedabad

2. Jaiminikumar H Pandya (Service)
Ellis bridge Shopping Center

Ahmedabad



State that they personally known
above named executant and
Identifies him/them



1. Christian

2. [Signature]

Day 3 of Month March - 2008

[Signature]
(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar

Produced Form No.1
for finalise the Marketvalue.
Date : 03/03/2008

[Signature]
(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar

Shir/Smt. Shantigram Estate Mangement Pvt.
Ltd.,through its Director Shri Devangbhai S.Desai has
paid the Stamp Duty Rs.10094400/= (Rupees One
Crore Ninety Four Thousand Four Hundred Only)
through Chellan No. SBI 3198 Dt.26/02/2008

[Signature]
P.Z. SONI
Sub Registrar
SRO - Gandhinagar

Verified PAN No/GIR No as per
IncomeTax Rules 1962.

Executant No. *all*

Claimant No. *all*

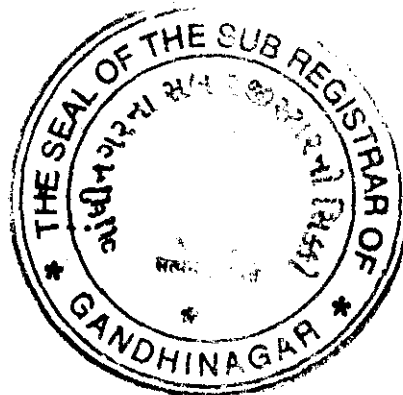
Conformer No. *—*

Date : 03/03/2008



[Signature]
(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar



Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
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Executant

1) Vasantbhai S Adani Through their
Duly Constituted Attorney of
(Business)
Shikhar
Navrangpura
Ahmedabad

50



V. S. Adani

1. Shantaben Shantilal (Pan No. AAVPA 7831 I)
2. Suvanaben Mahasukhbahi (Pan No. AASPA 4938 N)
3. Ranjanaben Vinodbhai (Pan No. AASPA 4939 I)
4. Puspaben Vasantbhai (Pan No. AASPA 4940 P)
5. Pritiben Gautambhai (Pan No. AASPA 4937 E)
6. Shilinben Rajeshbhai (Pan No. AASPA 3371 I)

**Executing Party
admits execution**

1. Richard Christian (Service)
Adani House
Mithakhli
Ahmedabad
2. Jaiminikumar H Pandya (Service)
Ellis bridge Shopping Center
Ahmedabad



**State that they personally known
above named executant and
Identifies him/them**

1. *Pheise*

2. *[Signature]*

Day 7 of Month March - 2008

[Signature]
(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar



Registered No. **3311** Book No. **1**

Date : **07/03/2008**

(P.Z. SONI)

Sub Registrar
SRO - Gandhinagar

GDR

3311 21 21

2008

