

CONVEYANCE DEED

THIS CONVEYANCE DEED (“Deed”) is entered into at Ahmedabad on this _____ day of _____, 201_:

BY AND BETWEEN

ADANI ESTATE MANAGEMENT PRIVATE LIMITED (earlier known as SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED,) PAN: AAFC6866L, a company incorporated under the Companies Act, 1956, having its registered office at "Adani House", Near Mithakhali Six Roads, Navrangpura, Ahmedabad - 380 009, Gujarat, India, for the sake of brevities, hereinafter referred to as the **“Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns) of the **ONE PART;**

AND

1. (First Applicant) _____
PAN: _____, Aged Adult, residing at _____

2. (Second Applicant) _____
PAN: _____, Aged Adult, residing at _____

Hereinafter referred to as the **“Allottee”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) company, corporation, or limited liability partnership, its successors and permitted assigns, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) Hindu undivided family, the Karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time

being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee, are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

WHEREAS:

- A.** The said Promoter is engaged in the business of real estate development;
- B.** The Promoter, along with its associates, is developing an integrated township on the lands of four villages viz. Khodiyar, Jaspur, Dantali and Khoraj, falling within the limits of Ahmedabad and Gandhinagar Districts (**“Township Land”**) in a phased manner consisting of residential, commercial spaces and public infrastructure;
- C.** The Promoter had applied to the concerned authority for development of a township named “Adani Shantigram” on the Township Land (**“Shantigram Township”**) under the township policy of the Government of Gujarat including the Regulations for Residential Townships 2009 (**“Township Policy”**) as amended from time to time. The Promoter is granted an in-principle approval dated 28.6.2010 by the Urban Development and Urban Housing Department, Sachivalaya, Gandhinagar for the development of the Shantigram Township under the Township Policy and the applicable laws and necessary plans for said “Shantigram Township” has been sanctioned by Ahmedabad Urban Development Authority (AUDA) vide its order dated 24-12-2010.
- D.** By virtue of several sale deeds, as detailed in the below table, the Promoter became the absolute and unequivocal owner and possessor of and is sufficiently entitled to all those pieces and parcels of the non-agricultural lands bearing old Survey/Block No. 364P, 367P, 369P, 370P, 371P, 406/p, 408P, 409, 410P, 411P, 412/P, 413, 414, 415, 416, 417, 418/P, 434/B/P, 435, 436, 437, 438/P, 439, 441/P, 442/P, 443/P, 450/P, 498/P, 499/P, 501/P, 504/P, 505/A/P, 506, 507/P, 509/P, 511/P, 513/P which is respectively given New Survey/Block Nos 259, 258, 255, 218, 217, 251, 252, 253, 277, 279, 276, 275, 274, 254, 273, 262, 261, 290, 266, 272, 270, 271, 287, 288, 298, 297, 299, 280, 335, 336, 358, 340, 344, 346, 347, 354, 352, and 359 of Village Dantali and Survey/Block No 365/B/P, 366/P, 367/P of Village Jaspur situated within the limits of the Village: Dantali and Jaspur, Taluka Gandhinagar and in the Registration

District and Sub District of Gandhinagar (“**Larger Land**”), which is within the Shantigram Township;

Sr NO.	Village	Old Survey No.	New Survey No.	Reg. No.	Reg. Date
1	DANTALI	364/P	259	7420	27.06.2011
2	DANTALI	367/P	258	4401	15.03.2008
3	DANTALI	369/P	255	7273	07.06.2007
4	DANTALI	370/P	218	11769	28.06.2018
5	DANTALI	371/P	217	7275	07.06.2007
6	DANTALI	406/P	251	7275	07.06.2007
7	DANTALI	408/P	252	7284	07.06.2007
8	DANTALI	409	253	7280	07.06.2007
9	DANTALI	410/P	277	7273	07.06.2007
10	DANTALI	411/P	279	7273	07.06.2007
11	DANTALI	412/P	276	7278	07.06.2007
12	DANTALI	413	275	13912	10.10.2014
13	DANTALI	414	274	10886	17.06.2008
14	DANTALI	415	254	1559	16.02.2016
15	DANTALI	416	273	7277	07.06.2007
16	DANTALI	417	262	7277	07.06.2007
17	DANTALI	418/P	261	7275	07.06.2007
18	DANTALI	434/B/P	290	7273	07.06.2007
19	DANTALI	435	266	7275	07.06.2007
20	DANTALI	436	272	7424	27.06.2011
21	DANTALI	437/P	270	7424	27.06.2011
22	DANTALI	437/P	271	7729	30.05.2013
23	DANTALI	438/P	287	7273	07.06.2007
24	DANTALI	439	288	7282	07.06.2007
25	DANTALI	441/P	298	4398	15.03.2008
26	DANTALI	442/P	297	7273	07.06.2007
27	DANTALI	443/P	299	3317	25.02.2008
28	DANTALI	450/P	280	7278	07.06.2007
29	DANTALI	498/P	335	3314	03.03.2008
30	DANTALI	499/P	336	3314	03.03.2008
31	DANTALI	501/P	358	7275	07.06.2007
32	DANTALI	504/P	340	7275	07.06.2007
33	DANTALI	505/A/P	344	7283	07.06.2007
34	DANTALI	506	346	7275	07.06.2007
35	DANTALI	507/P	347	7283	07.06.2007
36	DANTALI	509/P	354	7275	07.06.2007
37	DANTALI	511/P	352	7275	07.06.2007
38	DANTALI	513/P	359	7273	07.06.2007
39	JASPUR	365/B/P	NA	5811	25.06.2008
40	JASPUR	366/P	NA	770	01.02.2011
41	JASPUR	367/P	NA	5169	05.07.2013

- E.** That said Promoter, as a part of the Township, is developing a Scheme of residential villas, named as “**The North Park**”, in phases, consisting of number of villas (“The North Park”) on the said Larger land situate in Village Jaspur and Dantali, Taluka Gandhinagar in the registration District and Sub District of - Gandhinagar (hereinafter referred to as “**North Park Land**”);
- F.** As part of the **Phase -8** development of North Park (“**North Park - Phase -8**” or the “Project”), Promoter has been developing **26** residential villas on area of land admeasuring about 12076 sq.mtrs forming part of Non Agricultural lands bearing old Block/Survey no. 364, 367, 416, 417, 418 and 436 which respectively given new Block Nos. 259, 258, 273, 262, 261 and 272 of Village - Dantali, Taluka Gandhinagar in the Registration District of Gandhinagar and Sub District of Gandhinagar.(hereinafter referred to as “**the Project Land**”), more particularly described in the First **Schedule** hereunder written.
- G.** In view of the receipt of the permissions from concerned authorities as mentioned hereinbelow, the Promoter has commenced the development of the Project on the Project Land.
- H.** The District Collector, Gandhinagar passed various orders vide which non-agricultural permissions for residential purpose, subject to conditions stated therein, were granted with respect to the Larger Land inclusive of the Project Land being: (1) Survey/Block No. 364 admeasuring about 3342 sq.mtrs vide an Order bearing no. CB/Jamin/N.A./S.R.87/10/Vashi.22779 to 22794/2010 dated 03.11.2010 (2) Survey/Block No. 367 admeasuring about 4620 sq.mtrs vide an Order bearing no. CB/ Jamin/ Bin. Khe./ SR166/ Vashi/ 8147 TO 49/ 2009 dated 13.4.2009 (3) Survey/Block No. 416 and 417 totally admeasuring about 10927 sq.mtrs vide an Order bearing no. CB/ Jamin/ Bin. Khe./ SR.161/VASHI 8757 TO 71/ 2009 dated 24.4.2009 (4) Survey/Block No. 418 and other lands totally admeasuring about 43160 sq.mtrs vide an order bearing No CB/Jamin/Bin.Khe/S.R.-176/Vashi.20412 to 20425/2009 dated 12.11.2009 (5) Survey/Block No 436 admeasuring about 17199 sq.mtrs vide an Order bearing no. CB/ Jamin/ Bin.Khe/ S.R.97/ 10/ Vashi.22906 to 22921/2010 dated 04.11.2010.
- I.** Ahmedabad Urban Development Authority (“**AUDA**”) has granted permission for carrying out development of the Project, and in furtherance of the same, has granted relevant sanctions including the lay out and building plans, elevations etc. on the said Project Land, duly approved by “**AUDA**” (“AUDA”) Vide Order

No.PRM/378/9/2012/447 dated 07.12.2013 and Order No. PRM/ 161/ 6/ 2015/R1/555 dated 04.11.2015 under the Township Policy. A copy of the same is annexed herewith and marked as **Annexure A**.

- J.** Thereafter under Rule 29 of Companies (Incorporation) Rules, 2014, the name of said SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED was changed to ADANI ESTATE MANAGEMENT PRIVATE LIMITED on 07-11-2019 and Certificate to that effect was issued by Deputy ROC, Registrar of Company, ROC Ahmedabad on the same date.
- K.** The Project has been duly registered by the Promoter under the provisions of “**RERA**”, with the Gujarat Real Estate Regulatory Authority (“**RERA Authority**”) and the said RERA Authority has issued a Registration Certificate of the Project dated _____ bearing reference no. _____. A copy of the said Registration Certificate is annexed hereto and marked as **Annexure B**.
- L.** The Allottee had approached the Promoter to purchase Villa No. _____ having plot area admeasuring about _____ sq.ft / _____ sq. mtrs, (Net Plot Area) forming part of land bearing Old Block No. _____ - Given New Block No. _____ alongwith Villa construction having super built up area of _____sq.ft / _____ sq. mtrs., (Carpet Area as per RERA _____sq.ft/ _____ sq.mtrs.) and exclusive balcony having approximate area of _____sq.ft./ _____ sq. mtrs. and with open terrace having area of _____sq. ft / _____sqmtrs. standing thereon together with the proportionate undivided share in the Project Land in The **North Park (Phase 8)** project in **Shantigram Township** situate lying and being at Moje Dantali, Taluka-, District-Gandhinagar, Sub-District Registration at Gandhinagar, and more particularly described in the **Second Schedule** hereunder written which is more particularly described in the **Second Schedule** hereunder written along with the right to use common areas and facilities appurtenant to the said Villa, the nature, extent and its description are more particularly described in the **Third Schedule** hereunder written (“**Common Areas and Facilities**”) (collectively to be referred as the “**Villa**”). The Villa is shown in red colour boundary line in the master lay out plan annexed hereto and marked as **Annexure C**.
- M.** In furtherance to the same, the Allottee and the Promoter have executed an Agreement For Sale dated _____, duly registered before the sub-registrar of Gandhinagar, bearing registration number _____ (“**AFS**”), wherein *inter alia* the

terms of sale and purchase of the Villa, terms for the purposes of use, possession and occupying the Villa etc. were stipulated.

N. Building Use Permission for use of said Villa is granted by Ahmedabad Urban Development Authority vide its order bearing No _____ dated _____

O. The Promoter has already furnished a copy of all the requisite documents including the following to the Allottee, which the Allottee had read and verified such documents and shall not raise any dispute / objection / question in respect of the same:

1. Title documents including the title certificate issued by the legal advisors of the Project, relating to the Project Land;
2. Sanctioned plans and development permission issued by the concerned authority;
3. N. A. permission in relation to the Project Land;
4. Project specifications and related details; and
5. Building Use Permission with respect to the Villa, as issued by the concerned authority being _____ vide its order bearing No _____ dated _____.
6. RERA Registration Certificate bearing No _____ dated _____
7. _____

The Allottee has itself and / or through its advocates/consultants verified all details and documents and the Allottee is fully satisfied about the right, title and interest of the Promoter with respect to the Project Land on which the said Project is developed and regarding all the permissions obtained by the Promoter and in future the Allottee shall not raise any dispute, objection in respect of the same. The Allottee has also verified the documents filed/uploaded by the Promoter with the RERA Authority and is agreeable and satisfied with the same.

P. The Promoter has formed the Society (as defined in the AFS) as “_____”, under the provisions of the _____, bearing Registration No. _____.

Q. In furtherance to the terms of the AFS, the Allottee has made payment of the consideration towards purchase of the Villa (being Basic Consideration as defined in

AFS) being Rs. _____/- towards the Villa (“**Sale Consideration**”) as detailed in Fourth Schedule hereunder written;

- R.** In view of the aforesaid, the Parties are now desirous to execute this Deed recording conveyance of the Villa from the Promoter to the Allottee.

NOW THIS DEED WITNESSETH THAT:

- I.** In consideration of the payment of the Sale Consideration by the Allottee to the Promoter, receipt of which is acknowledged by the Promoter, the Promoter doth hereby **convey, grant, transfer and assure** unto the Allottee the Villa No. _____ having plot area admeasuring about _____ sq.ft / _____ sq. mtrs, (Net Plot Area) forming part of land bearing Old Block No. _____ - Given New Block No. _____ alongwith Villa construction having Super Built up Area of _____sq.ft / _____ sq. mtrs., (Carpet Area as per RERA _____sq.ft/ _____ sq.mtrs.) and exclusive balcony having approximate area of _____sq.ft./ _____ sq. mtrs. and with open terrace having area of _____sq. ft / _____sqmtrs. standing thereon together with the proportionate undivided share in the Project Land in **The North Park (Phase 8)** project in **Shantigram Township**, along with the right to use Common Areas and Facilities, more particularly described in the **Third Schedule** hereunder written (as defined in the AFS) and **to have and to hold** the Villa hereby, granted, conveyed and assured or intended or ex-pressed so to be with their and every of their rights, title, interest, easement and appurtenances unto and **to the use and benefit** of the Allottee for ever as full owner and as member of the Society and subject to the rules, regulations and resolutions of the Society and also subject to the terms, conditions, limitations and restrictions stated hereunder in this Deed and other agreements with respect to the Villa including the AFS.

II. Representations, Warranties and Covenants of the Allottee

The Allottee doth hereby represents, warrants, covenants and undertakes as under:

1. Quiet, vacant and peaceful possession of the Villa is delivered by the Promoter herein to the Allottee and the Allottee acknowledges such delivery and possession of the Villa by the Promoter in good and proper condition. The Allottee has verified and is satisfied with the quality of construction, specifications, fixtures fittings,

Project amenities and facilities, etc. and he/she/it shall not raise any objections/claims in this respect in future. The Allottee has also verified the physical condition of the Villa and is satisfied with the same. The Allottee have completely satisfied itself / himself / herself with regards to the measurement of carpet area of the villa land and its construction and has no objections in this regard and shall not raise any dispute in future.

2. The Allottee agree that though the Allottee has become free, independent and absolute owner of the Villa shall be used, occupied and transferred by the Allottee as per rules and regulations that shall be framed by the Society.
3. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the Villa therein and for the observance and performance of the project rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Villa and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings towards / related to the same.
4. The Allottee acknowledges that it is aware that the North Park scheme is being developed in different Phases. The Allottee agrees that all the common facilities and amenities in the North Park scheme shall be shared and used by owners/occupants of all Villas in the North Park scheme irrespective of the location of the common facilities and amenities in different phases. Similarly all the common amenities and facilities in the Shantigram Township shall be shared and used by all owners/occupiers of all units in various projects of Shantigram Township.
5. The Allottee, after obtaining possession of the Villa from the Promoter in writing shall and may at all time hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the Villa and receive the rents and profits thereof and of every part there to and for his/its/her use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the Promoter or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

6. The Allottee accepts, confirms and records that the Allottee has been given all the necessary and relevant documents, details, particulars and the like, as are specified under RERA, and the Allottee is satisfied with the same. The Allottee further agrees and confirms that the Promoter, to the satisfaction of Allottee, has undertaken all the functions, duties and obligations in accordance with applicable law and also in accordance with the provisions of the AFS including the facilities and amenities as provided by the Promoter in accordance with the list and details annexed herewith and marked as **Annexure D**, and the Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same. The Allottee hereby waives, releases and discharges the Promoter from all the obligations, duties and functions any and all on its part to be observed and performed generally, including but not limited to the AFS.
7. The Allottee hereby declares that the Allottee is legally entitled to purchase the Villa in accordance with the prevailing laws and have taken all necessary permissions required for the purchase of the Villa and have paid the consideration for the Villa in accordance with applicable law. If, the Allottee breaches any law or rules or if any fine or penalty or punishment is imposed by any authority for the same on it, then the same shall be the sole liability of the Allottee alone and the Allottee hereby completely agrees to indemnify and keep indemnified the Promoter in this regards for all times to come.
8. The Allottee shall not use the Villa or permit the same to be used (i) in a manner which may or is likely to cause nuisance or annoyance to the occupiers of the other Villas in the Project or to the owners or occupiers of the neighboring properties, (ii) for any immoral or illegal purposes. The Allottee agrees not to obstruct the common areas of the Project in any manner, including by erecting any kind of temporary or permanent structure.
9. The Allottee shall not throw dirt, rubbish, garbage, trash or permit the same to be thrown out from its Villa in the common areas, compound or any portion of the said Project. The Allottee shall maintain the general aesthetics and overall cleanliness of the Project. If the Allottee or its employees, agents, visitors or the like are found throwing dirt, rubbish, garbage, pan-masala or the like in any part of the Project then the Allottee shall be liable to clear such dirt, rubbish, garbage or the like at its cost in addition to any fine that maybe imposed by the Promoter/Society on the Allottee.
10. The Allottee shall strictly follow / bound by all the parking related terms as stated in the AFS. The Promoter / Society, as the case may be, shall be entitled to take strict

action against the Allottee, including imposition of fine, if the Allottee doesn't follow the parking rules. The Allottee is aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project. The Allottee irrevocably agree that the parking of their respective cars in their respective Villas shall be at their sole liability and responsibility and the Promoter/Society and maintenance staff shall not be held liable for any theft/damage of car or goods kept therein and the Allottee shall take their own insurance policies in order to make any claim if such theft/loss/damage occurs when the car is parked in their Villas.

11. The Allottee shall carry out their work relating to installation of furniture and fit-outs, in strict compliance of the fit out manual read and signed by the Allottee along with the execution of the AFS), and the maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the Villa in "The North Park" scheme and without causing any damage to any area, including the common areas of the Project. In case of any default by the Allottee of the provisions of the said fit out manual, the Promoter shall be entitled to deduct amount from the security deposit which is deposited by the Allottee as fit out security deposit, in accordance with the provisions of the AFS.
12. The Allottee shall not store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Villa or any other structure of North Park Scheme including the project or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the common properties or any other structure of the Villa, including entrances of the project and in case any damage is caused in this behalf, the Allottee shall be liable for the consequences and expenses of the breach.
13. The Allottee shall not use the Villa for commercial purposes. If so found, the Promoter/ Society shall be entitled to immediately stop such commercial use. The Allottee shall strictly adhere to the rules and regulations of the Society with respect to the purpose and use of the Villa. The Allottee shall use the Villa only for residential purpose.
14. The Allottee shall not demolish or carry out any additions / alterations / modifications of any nature in the Villa or any part thereof which are likely to cause any damage, hazard or structural deterioration to the Villa or the neighboring premises and shall keep the portion, sewers, drains and pipes in the Villa and the

appurtenances thereto in good tenable condition and repair, and in particular, so as to support the structure and or shelter and protect the other parts of the Project. The Allottee shall not modify or change the elevation / façade of the Project / Villa or the color scheme for all times to come. The Allottee may carry out internal civil work (non-structural) with the prior written consent of the Promoter/Society and after obtaining a prior written opinion of a Structural Engineer of repute as also the prior permission of _____ authority and /or any other authorities having jurisdiction, if required under law. The Allottee shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC structure or other structural construction in the Villa. The Allottee hereby acknowledges, that it shall be the responsibility of the Allottee to ensure that the Villa is kept in good repair, such that its structural stability is not compromised in any manner and the Allottee shall comply with all the statutory requirements in that regard.

15. Irrespective of the date of AFS or execution of this Deed, the Allottee shall be liable to pay such AMC/AUDA taxes, property taxes, cesses, charges, maintenance charges or the like with respect to the Villa for the period after the Building Use permission has been granted. The Allottee shall also be liable to pay any and all betterment charges, water charges, or any connection or other outgoing charges in respect of the Villa.
16. The Allottee shall not alter/change the size and shape of the door, windows, shutters or the like and shall not make any holes or new windows to install air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling or the like of the Villa, except with the permission of the Promoter.
17. The Allottee shall keep his/her Villa adequately insured against loss or damage by any calamity including fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage or the like to the full value of the Villa.
18. The Allottee shall maintain at its own costs, the Villa in the same good condition, state and order in which it is delivered to the Allottee and shall abide by all bye laws, rules and regulations of the government, the [Ahmedabad Urban Development Authority, Ahmedabad Municipal Corporation] and any other authorities, local bodies or utility companies as the case maybe and the Society, and shall also attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the covenants contained in this Deed.

19. With respect to maintenance of the said Villa, The North Park Scheme and the Township, the Promoter shall not be responsible for any consequences or liability on account of failure, negligence, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment's, fire protection systems, their supporting equipment's, pollution control and other general safety equipment's, related facilities and service maintenance contracts, certificates, licenses, permits, permission and insurance. The Allottee(s) shall ensure that periodical inspections of all such equipment's and facilities are made by them so as to ensure proper functioning of all such equipment's.
20. The Allottee hereby confirms that the responsibility for the maintenance, repair and proper up – keep of the fire fighting system shall be that of the allottees / Villa holders and any loss, damage, injury, accident, death caused by a fire break out or due to functioning/ non-functioning/mal-functioning of the fire fighting system, shall be the sole responsibility of the Allottee along with other allottees / Villa holders in the project and no demand/ action/ claims whatsoever in respect of the same shall be made against the Promoter. The Allottee hereby acknowledges that in terms of the applicable law it shall be the responsibility of the owners of a Villa to ensure that the fire prevention and safety provisions in a Villa are kept in good working conditions at all times. It will be the responsibility of the allottees / Villa owners to ensure compliance of all the applicable law with respect to fire fighting in their concerned Villa at their own cost.
21. The Allottee hereby agrees that the terrace, stairs, veranda, lobbies and other such areas of the individual Villa shall always belong to all the Villa holder/s or owner/s of the respective Villa exclusively and in case where there are more than one Villa holder or owner, such aforesaid rights shall be proportionate to the carpet area owned by every Villa holder / owner in such Villa. The Allottee shall not construct any temporary or permanent construction on the terrace of the Villa. The owner/s / Villa holder/s of a specific Villa shall be responsible for the maintenance, operation and management of their respective Villa.
22. The Allottee hereby irrevocably agrees that the Promoter alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement of or in connection with the Project.

23. That the Allottee shall permit the Promoter/Society, its employees, engineers, surveyors and agents and persons working through or under them and others, at all reasonable times, subject to a notice of at least 24 hours (except in cases of emergency) to enter in to and upon his/her/their Villa and any part thereof for the purpose of repairing of the Villa and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Villa or any other property in the project in respect whereof the Villa holders of such other Villas as the case may be shall have committed default in paying its share of maintenance charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Society.
24. The Allottee is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in the Villa. Leaked water/moisture may appear on the walls of the Villa and that may deteriorate the paint and plaster on the walls. Allottee/s are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects. Allottee/s agrees that the Promoter shall not be liable for any damage in the Villa due to leakage of water and its various other after effects. However, the Allottee hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case such complaint is made.
25. The Allottee hereby acknowledges that even after the Society has been formed with respect to the Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold Villa(s) in the Project to any prospective allottee on such terms and conditions as it may deem fit and such allottee /transferee of un-sold villas shall be entitled to become member of the Society and use all Common Areas and Facilities in the Project with other villa holders/allottees. It is expressly agreed between the Parties and the Allottee hereby agrees and confirms that the Promoter shall not be liable to pay maintenance and any other charges of whatsoever nature on the unsold villas in the Project.
26. The Allottee hereby acknowledges and agrees that the possession of the Common Area and Facility of the Project shall be with the Society. The Allottee/s is/are aware

that the other Villas situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other allottees and hence, all the owners shall have undivided proportionate interest in the Project Land, common facilities, areas and amenities and shall be entitled to use and enjoy them jointly subject to the terms mentioned herein.

27. The Allottee and or its successors, assigns, heirs, transferees or the like, subject to the rules and regulations of the Society shall from duly execute all such applications, instruments and documents or the like and further do all such acts, deeds, matters and things as so required by the Society. The Allottee agrees and confirms, that its successors, assigns, heirs, transferees and or the like shall all be bound by all the covenants contained herein in this Deed and any corresponding obligations arising out of the same. Any future transfer, lease, license, assignment or devolution of the Allottee's rights, title and or interest in the villas in favor of any other person shall be subject to and with the provisions of this Deed.
28. The Allottee shall also abide by the building rules, regulations and bye-laws for the time being of the concerned Governmental.
29. The Allottee shall be entitled to transfer/sell, assign, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of the Villa or to assign, underlet or part with its interest under or benefit of this Deed or any part thereof in the Villa, subject to the prior written consent of the Promoter / Society, as the case may be, and such approval shall not withheld, unless the Allottee is in any breach or default of any of the covenants and/or corresponding obligations arising out of this Deed or any other agreements entered into with the Society or its rules, resolution or like, as the case may be or if the activities of the transferor or transferee are prejudicial to the interest of the Project or the Society. In case of any lease, rent or license, it shall be the responsibility of the Allottee to inform about the same to any concerned authority including the local Police Station, if so required under law.
30. In case of any breach or default or failure to perform any of the covenants and corresponding obligations arising out of this Deed by the Allottee, the Promoter and/or the Society shall be entitled to specifically enforce and seek performance of such covenants and/or corresponding obligations.
31. If the Allottee has damaged or caused to have damaged any of the common properties / amenities / facilities of the Project or the Allottee is found to have committed breach of any of the covenants and/or corresponding obligations under

this Deed, the Promoter and/or the Society shall be entitled to seek remedial actions and/or rectification by the Allottee of such breach or damage caused. If the Allottee fails to rectify or remedy the breach or failure to perform its obligations, the Promoter and/or the Society shall have the right to rectify or remedy the same and recover the cost thereof from the Allottee. This shall be without prejudice to the right of the Promoter and/or Society as available under applicable law.

32. The Allottee, on becoming a member of the Society, shall ensure that the Society adheres to the terms of this Deed, the AFS and any such other document pertaining to the sale and purchase of the Villa, in letter and spirit and in furtherance thereto, the Allottee shall take such steps / actions, including using his / her / its voting rights, as are necessary to (i) protect the rights of the Promoter as referred to under this Deed, the AFS and any such other document pertaining to the sale and purchase of the Villa and (ii) comply with, and adhere to, the provisions of this Deed, the AFS and any such other document pertaining to the sale and purchase of the Villa. The Allottee shall cast its vote in the Society in such a manner that the Allottee ensures compliance of all the terms of this Deed, the AFS and any such other document pertaining to the sale and purchase of the Villa.

III. Representations, Warranties and Covenants of the Promoter

The Promoter doth hereby represents, warrants, covenants and undertakes as under:

1. The Promoter doth hereby for itself, its successors and assigns covenant with the Allottee that notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the Promoter has good right, full power and absolute authority to allot, grant and assure the Villa hereby granted / conveyed unto and to the use of the Allottee in the manner aforesaid and subject to the terms and conditions stated in this Deed and also subject to rules, regulations and resolutions of the Society.
2. The Promoter has all rights and authority under law to convey, grant, release and assure the Villa hereby conveyed, granted, released or assured or intended so to be unto and to the use of the Allottee in the manner aforesaid and subject to the

covenants and or corresponding obligations under this Deed and also subject to the rules, regulations and resolutions of the Society.

3. The Allottee may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the Villa and receive the rents and profits thereof and of every part there to and for his/her/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Promoter or any person through or under it.
4. The Villa and Project Land and construction thereon or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever. No one has any right of maintenance or otherwise from and over the Villa and that Villa is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the Promoter has not taken any loan or financial assistance of any nature from anyone by creating charge over the Villa or its title deeds. Therefore, the Villa is free from any mortgage or charge.
5. If within a period of (5) five years from date of Building Use Permission / from the date of handing over the possession whichever is earlier of the Villa,, the Allottee brings to the notice of the Promoter any structural defect in the Villa or any defects on account of workmanship, quality or provision of service, then wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation equal to the cost to cure / rectify such defect. Provided that the Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:
 - i. If the cause of any such defect is not attributable to the Promoter or are because of Force Majeure events and or beyond the control of the Promoter;
 - ii. In case of natural wear and tear and/or damage resulting from rough handling, improper use or unauthorized modification;
 - iii. if such defects/ damage has occurred by act of negligence of Allottee, including while carrying out any internal changes to the Villa.
 - iv. In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the Allottee. The Promoter shall not be liable for any such warrantees and guarantees which shall be on such terms and conditions as provide for by the third party. Further where the manufacturer guarantee / warranty as provided by the third party ends before the defects liability period

and such warranties are covered under the maintenance of the Villa, and if the annual maintenance contracts or applicable licenses are not executed/renewed by the Allottee / Society, the Promoter shall not be responsible for any defects occurring due to the same;

- v. The Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/Promoter.
 - vi. The Allottee has carried out any alterations of any nature in the Villa which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any of such work/s is/are carried out then the defect liability of the Promoter automatically shall become void.
- 6. The Promoter shall transfer the proportionate, undivided title of the Project Land to the Allottee but shall handover peaceful possession of the Project Land, the Common Areas and Facilities to the Society.
 - 7. The Promoter has duly paid and discharge all applicable government dues, rate, charges and taxes including without limitation Panchayat taxes, AMC/AUDA Cesses, revenue taxes and the like in respect of the Villa and/or the Project to the competent authorities till the time Building Use permission is obtained.
 - 8. The Promoter shall have no claim on the terrace rights after Building Use Permission of the Villa has been obtained.

IV. Other Terms

- 1. All the covenants, terms, conditions, stipulations and provisions of this Deed have been agreed and acknowledged by the Allottee and the Allottee shall ensure that the same shall be binding to any of the subsequent allottee/s of the Villa, in case of a transfer, assignment or devolution, as the case may be.
- 2. The Project shall always be known as “NORTH PARK –PHASE 8”. This name shall not be changed under any circumstances by the Allottee and other villa holders in the Society either by themselves or through the Society.
- 3. The Villa is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the

Collector of Ahmedabad is required to be obtained under the aforesaid Act for the transfer of conveyance thereof under this Deed.

4. The expenses of this Deed including without limitation applicable Stamp Duty, Additional Stamp Duty (if any) on any count, Registration fees, miscellaneous expenses and the like shall be borne by the Allottee alone. In the event that, any document is required to be executed for transfer of proportionate undivided share in favour of Society, then the Allottee shall execute such document and bear and pay the requisite stamp duty and registration fees there on. As per prevailing Gujarat Stamp Act, 4.90% stamp duty i.e. Rs. _____/- (Rupees _____ only) has been affixed on this Deed.
5. If any provision of this Deed shall be determined to be void or unenforceable under the applicable laws, such provisions of this Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
6. All the provisions of the AFS with respect to use, possession, ownership and occupancy of the Villa and the Project shall continue to survive and binding on the Allottee and the same shall be deemed to be reproduced herein this Deed and shall form an integral part of this Deed.
7. Words / terms capitalized and not defined in this Deed shall have the same meaning as is ascribed to them in the AFS and terms / words not capitalized shall have the meaning ascribed to them in RERA.
8. All notices, communication, letter, correspondence etc. to be served on the Allottee and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID, at their respective addresses specified below:

Allottee:

Viz. _____

Email ID :

Phone No:

Promoter:

ADANI ESTATE MANAGEMENT PRIVATE LIMITED,

Email ID :

Phone no:

- (a) It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
9. To the extent that the Gujarat Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA, all disputes between the Parties shall be brought before and be adjudicated by the Gujarat Real Estate Regulatory Authority. Subject to what is provided hereinabove, any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Deed or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The seat of the arbitration shall be Ahmedabad, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the arbitral tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The cost of such arbitration shall be shared by the Parties equally. The Parties agree that the arbitration award shall be final and binding on the Parties.
10. Subject to the aforesaid, this Deed shall be governed by the laws of India and the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.
11. Any delay tolerated or indulgence shown by the Promoter / Society, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Deed, or any

forbearance, or giving of time, to the Allottee by the Promoter / Society, shall not be treated/ construed/ considered, as a waiver or acquiescence on the part of the Promoter / Society of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Deed, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter / Society.

12. Further Assurances: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
13. **Severability:** If any provision of this Deed shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
14. Except where the context requires otherwise:
 - i. the Recitals to this Deed contained hereinabove shall constitute an integral part of this Deed;
 - ii. headings are for convenience only and shall not affect the construction or interpretation of any provision of this Deed;
 - iii. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
 - iv. words importing the singular shall include plural and vice versa;
 - v. the Annexures and Schedules hereto shall constitute an integral part of this Deed;

- vi. any term not defined here specifically shall have the meaning ascribed to it in RERA;
- vii. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- viii. any reference to Allottee shall mean reference to all Allottees in case if there are more than one Allottee.

FIRST SCHEDULE

(Description of the Project Land)

All those pieces and parcels of Non Agricultural land admeasuring about 12076 sq.mtrs forming part of land bearing old Block/Survey no. 364, 367, 416, 417, 418 and 436 which respectively given new Block Nos. 259, 258, 273, 262, 261 and 272 of Village - Dantali, Taluka Gandhinagar in the Registration District of Gandhinagar and Sub District of Gandhinagar

SECOND SCHEDULE

(Description of the Villa)

All that immovable Residential Villa No. _____ having plot area admeasuring about _____ sq.ft / _____ sq. mtrs, (Net Plot Area) forming part of land bearing Old Block No. _____ - Given New Block No. _____ alongwith Villa construction having Super Built up Area of _____sq.ft / _____ sq. mtrs., (Carpet Area as per RERA _____sq.ft/ _____ sq.mtrs.) and exclusive balcony having approximate area of _____sq.ft./ _____ sq. mtrs. and with open terrace having area of _____sq, ft / _____sqmtrs. standing thereon together with the proportionate undivided share in the Project Land in **The North Park (Phase 8)** project in **Shantigram Township** situate lying and being at Moje Dantali, Taluka-, District-Gandhinagar, Sub-District Registration at Gandhinagar, together along with the right to use common areas and facilities appurtenant to the Villa. The said Villa is bounded as under;

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

THIRD SCHEDULE
(Description of Common Areas and Facilities)

FOURTH SCHEDULE
(Payment schedule)

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

SIGNED AND DELIVERED)
By the within named Promoter

ADANI ESTATE MANAGEMENT
PRIVATE LIMITED)
Through its Authorized Representative –
Mr. _____)

SIGNED AND DELIVERED)
By the within named Allottee
1. _____)
2. _____)

WITNESSES

1. _____

2. _____

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

PHOTO THUMB MARK

PROMOTER
ADANI ESTATE MANAGEMENT
PRIVATE LIMITED

Acting through its Authorized Signatory/ Representative

MR. _____

ALLOTTEE (Use Left Hand & Black Ink Only)

Photograph of Villa No _____ in “The North Park (Phase-8)” hereby sold

DRAFT

PROMOTER
ALLOTTEE/S
ADANI ESTATE MANAGEMENT
PRIVATE LIMITED

Authorized Signatory

Photograph of Villa No _____ in “The North Park (Phase-8)” hereby sold

DRAFT

PROMOTER
ALLOTTEE/S
ADANI ESTATE MANAGEMENT
PRIVATE LIMITED

Authorized Signatory

ANNEXURE A

Copy of Order bearing no. _____ dated _____

ANNEXURE B

RERA Certificate

ANNEXURE C

Plan showing Villa in red colour boundary

ANNEXURE D

Fittings and Fixtures & Specifications