

SALE DEED

Sale Deed of Villa No [•], in the project **"The North Park – Phase [•]"**, being the part of the scheme known as **"The North Park"**, having super built up area of [•] sq.ft, (Carpet Area as RERA of [•] sq.ft), on the said plot area [•] sq.ft in the land bearing block no. [•]/Jaspur/Dantali Village-Dantali, Taluka- , District-Gandhinagar for total consideration of **Rs. [•]**

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DEED OF SALE

This DEED OF SALE ("Deed") is made at Ahmedabad, on this _____ day of _____, 20__:

BETWEEN

1. **SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED [PAN: AAFCA 6866 L]**, a company incorporated under the Companies Act, 1956, having its Registered Office at "Adani House", Near Mithakhali Six Roads, Navrangpura, Ahmedabad - 380009, hereinafter referred to as "**SEMP**L" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **FIRST PART**;

AND

Mr. / Ms. / Mrs. [.] of **[.]**, Indian Inhabitant/s having his / her / their address at **[.]**, **[or]** **[.]**, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at **[.]**, represented herein by its duly authorised partner **[.]**, **[or]** **Messrs. [.]**, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at **[.]**, represented herein by its duly authorised partner **[.]**, **[or]** **[.] Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at **[.]**, **[or]** **[.] HUF**, a Hindu Undivided Family, having its address at **[.]**, represented herein by its karta and manager **[.]**, **[or]** **[.]** trustees of the private trust constituted under the Deed of Trust/Settlement dated **[.]**, having their/its address at **[.]**, **[or]** **[.] Trust**, a public trust registered under the **[.]** Act, 19 **[.]**, having its registered office at **[.]**, represented herein by its duly authorised trustees,

hereinafter referred to as the **"Purchaser(s)"** (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) limited company, or limited liability partnership, its successors and permitted assigns, (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 **SECOND PART**.

SEMP, and the "Purchaser(s)" are hereinafter collectively referred to as **"the Parties"** and individually as **"Party"**.

WHEREAS:

A. SEMPL is the absolute owner and is seized and possessed of and otherwise well and sufficiently entitled as the owner of all those pieces and parcels of lands Part of Block No.[•] situate lying and being at Village Jaspur, Taluka – Kalol, District Gandhinagar / land Part of Block No. [•]situate lying and being at Village Dantali, , Taluka - - District Gandhinagar, (hereinafter referred to as the **"said Lands"**), more particularly described in the **First Schedule** hereunder written.

B. SEMPL is developing a Residential Township by and under the name of "Shantigram" upon various parcels of lands including the said Land (hereinafter referred to as **"Shantigram"** or **"the Township"**). SEMPL is developing a Scheme of Residential Villas, known as **"The North Park"**, consisting of number of Villas. As part of the Phase – [•] of development of North Park (**"North Park – Phase [•]"**), SEMPL has been developing residential Villas on the lands bearing Block no. [•] at Village Jaspur/ Dantali, Taluka-Gandhinagar, Kalol, District Gandhinagar (**"the Project Land"**).

C. SEMPL has applied to the concerned authority(ies) for development of the Township in terms of the Regulations for Residential Township, 2009 (hereinafter referred to as "the Regulation") and have obtained requisite permissions from the concerned authorities for carrying out the development on the said Land.

D. SEMPL has obtained necessary permission for Non-Agricultural use of the said Land from the Collector, Gandhinagar, vide N.A. Order [•] dated [•] ISSUED BY THE COLLECTOR, GANDHINAGAR. SEMPL has also obtained sanctioned plans for construction of the said Scheme on the said Land, duly approved by Ahmedabad Urban Development Authority ("AUDA") VIDE ORDER NO. [•] dated [•], issued by AUDA for carrying out development, lay out and building plans, elevations, sections and details submitted to it for development of the said Land for residential buildings and other facilities.

E. Pursuant to the approvals and permission from the concerned authorities, SEMPL has constructed number of units on the said Land as part of the Township.

F. The Purchaser(s) herein being desirous of purchasing a Villa in the North Park – Phase [•], had booked Villa No. [•] having super built up area of [•] sq.ft. (Carpet Area as per RERA of [•] sq.ft.), on the said plot admeasuring [•] **sq.ft.** out of the Block No. [•] situated at Dantali/Jaspur, Village-Dantali /Jaspur, Taluka - Kalol/ Gandhinagar, District-Gandhinagar and subsequently had executed Agreement to Sale with SEMPL, together with the rights to use and enjoy the common areas, passages and amenities and facilities of the Cluster (hereinafter referred to as the "**Said Villa**"), more particularly described in the **Second Schedule** hereunder written, for the Consideration as detailed in the **Third Schedule** hereunder written. For the purpose of this Deed, the term "**Cluster**" shall mean and comprise of all buildings in the said Scheme having certain common facilities and amenities.

G. SEMPL has given full information and particulars about the said Scheme to the Purchaser(s) including the title of SEMPL to the said Land, Plans and permissions, details of building materials, articles used for construction of the said Buildings, Common facilities and amenities in the Scheme, Drawings and details of electricity, plumbing, water supply, drainage system, rights and responsibilities of all Purchaser(s), occupiers of the Villas, Rules, regulations and bye-laws of SEMPL, specific and/ or reserved rights and entitlements to the

facilities/ utilities given and/ or to be given only to Purchaser(s) who may intend to have such specific/ reserved rights, Area and measurements of different Villas, contribution/ consideration to be paid by/ on behalf of the Purchaser(s), Rights, responsibilities and obligations of Buyers(s), Terms and mode of payments, additional costs, charge and amounts which do not form part of Consideration under this Deed, and Powers and obligations of SEMPL and the Purchaser(s) and all such information as required by the Purchaser(s).

H. SEMPL has also provided to the Purchaser(s) all the necessary documents, writings, permissions, plans, etc. pertaining to the said Land and the said Scheme and the Purchaser(s) has perused/ verified the same and after being fully satisfied in all regards, requested SEMPL to transfer the said Villa in **The North Park – Phase [•]** and accordingly SEMPL agreed to transfer the said Villa to the Purchaser(s) upon the terms and conditions mutually agreed and for the Consideration as stated in this Deed.

I. The Purchaser(s) has, on or before execution of this Deed, verified and satisfied himself/ herself/ themselves as to the Area of the Carpet Area of the said Villa and the said Plot, the super structure, etc. and all other facilities and amenities in the said Villa, water supply and electricity connection, the common facilities and amenities of the said Scheme;

J. Construction under the said Scheme including that of the said Villa is complete in all respects.

K. SEMPL has called upon the Purchaser(s) to sign and execute this Sale Deed in the form of these presents which is acceptable to the Purchaser(s) and have asked to take possession of the said Villa.

L. The Purchaser(s) is aware that the Finance Act, 2013, has inserted Section 194 IA in the Income Tax Act, 1961, whereby any credit given or any payment made on or after 1st June, 2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (TDS) at the rate of 1% or such other percentage as may be prescribed by applicable laws where the aggregate consideration is equal to or more than Rs.50,00,000/- (Rupees Fifty Lakh only)(or such other limits as may be prescribed in this regard) and as such the Purchaser(s) is aware that the Purchaser(s) has to deduct TDS at the time of making payment or effecting credit of such sum to the account of the Developer. Such TDS has to be deducted on the Invoice Value including the

amount of taxes, if any. Accordingly, prior to the execution of this Deed, the Purchaser(s) has paid the Sale Consideration (along with the taxes in respect thereof) of the said Villa. The Purchaser(s) undertake that the Purchaser(s) has / shall provide a copy each of all such Tax Deduction Certificates to the developer for their records as per the applicable provisions contained in the Income Tax Act and regulations made thereunder from time to time.

M. Pursuant to the above, the Parties are desirous of recording the terms and conditions upon which SEMPL shall sell and convey the said Villa to the Purchaser(s). The said terms and conditions are accordingly set out herein :

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. INTEGRAL PART OF THE DEED

(a) Parties agree and confirm that the recitals shall form an integral part of the operative part of this Deed as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Deed.

(b) Capitalized terms used hereinafter shall have the meaning assigned to them in the recitals or the meanings assigned to them hereinafter.

2. TRANSACTION

(a) In consideration of the aforesaid and in consideration of the sum of **Rs. [•] (RUPEES _____ ONLY) ("Sale Consideration ")** as detailed in Third Schedule hereunder written, paid by or on behalf of the Purchaser(s) to SEMPL in the manner mentioned in the Receipt herein given (which is acknowledged and admitted by SEMPL and SEMPL doth hereby acquit, release and discharge the Purchaser(s) in that regard), SEMPL hereby convey/ transfer, grant, assign and assure unto the Purchaser(s), the said Villa No. [•] in "**The North Park – Phase [•]**", having super built up area of [•] sq.ft, (Carpet area as per RERA of [•] sq.ft.) on the said plot area admeasuring [•] sq. ft. or thereabouts, out of the of Block No. [•] Dantali/Jasipur Village-Dantali/Jasipur , Taluka- Kalol/Gandhinagar, District- Gandhinagar TOGETHER WITH the rights to use and enjoy the common areas,

passages and amenities and facilities of the Cluster, hereinafter collectively referred to as the **"said Villa"**, TO HOLD and TO ENJOY the same and every part thereof unto and for the use of the Purchaser(s), absolutely and forever. Simultaneously with the execution of this Deed, SEMPL has handed over the vacant and peaceful possession of the said Villa to the Purchaser(s).

(b) The Purchaser(s) shall be entitled to the right, title and interest in the said Villa together with rights to use and enjoy benefits of all common areas/ portions, use of common amenities and facilities in the said Scheme like approach road/ margin /common parking area, passages, paths, electricity and telephone cables, easement rights, privileges, advantages, and appurtenance whatsoever to the said Land or any part thereof, as per the approved plan, together with beneficial use and for enjoyment with all rights, easements quasi-easements and privileges appurtenant to the holding of the said Villa and said share of interest hereby granted, transferred or otherwise by way of allotment vested unto the Purchaser(s) subject to observance by the Purchaser(s) of bye-laws, rules and regulations made by SEMPL and/ or the Service Society/ Operation & Maintenance company for the time being and from time to time and subject to such contributions to be made to SEMPL and/ or the Service Society /Operation & Maintenance company as and when demanded from the Purchaser(s) including towards administration, maintenance, renovation and reconstruction of joint and common portion or areas amenities and facilities in the said Scheme, more particularly described in the Fourth Schedule hereunder written.

(c) Under this Deed, the Purchaser(s) shall hold the said Villa hereby exclusively granted, allotted released and assured along with rights, title, interest and appurtenants unto and to the use and benefit of the Purchaser(s) forever and with the intent that the Purchaser(s) shall be entitled to the same absolutely. The Purchaser(s) shall have to pay all rents, taxes, assessments, rates and duties now chargeable upon the same or which may from date of these presents become payable in respect thereof to the Government, Ahmedabad Urban Development Authority (AUDA) /Local Authority and /or any other competent authorities.

(d) SEMPL and its executors and assigns covenant with the Purchaser(s) that notwithstanding any act, deed, matter or things whatsoever done by SEMPL or by any other person or persons lawfully or equitably claiming by/ from /through/

under or in trust for SEMPL made, done committed or omitted or knowingly suffered to the contrary, SEMPL now has good right, full power and absolute authority to grant, allot, release and assure the said Villa hereby granted, allotted, released or assured or intended so to be UNTO and to the use of the Purchaser(s) in the manner aforesaid subject however to the observance of discipline, rules and regulation framed for usage and maintenance of common amenities and facilities provided therein. AND the Purchaser(s) shall and may at all times peacefully and quietly enter upon, occupy, possess and enjoy the said Villa together with privileges and benefits of the said Villa to receive the rents, issues, profits and benefits thereof and of every part thereof to and for his own use and benefits without any suit, eviction, interruption, claim or demand whatsoever from or by SEMPL, its executors, assigns or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND FURTHER THAT SEMPL shall and will from time to time and at all times hereafter at the request and costs of the Purchaser(s) execute such documents as may be required in law for perfectly transferring the said Villa unto the Purchaser(s), his successors in title and assigns as shall or may be reasonably required by the Purchaser(s) in law, in the manner aforesaid.

3. PURCHASER'S RIGHTS

The Purchaser(s) shall have the following rights :

(a) The Purchaser(s) shall be entitled to attendant rights of ownership, possession, enjoyment of the said Villa and shall be entitled to deal with or dispose of the same as the Purchaser(s) deems fit without any interference, obstruction or hindrance from the other parties or anyone claiming under, through or in trust from him, subject to the terms and conditions contained in this Deed and any other Agreements, undertakings and the Bye-laws, Rules and Regulations as may be framed by the Service Society and/ or Operation & Maintenance Company (defined hereafter in clause 11 below), however, the undivided rights of the Purchaser(s) in the said scheme (excluding the said Villa and said Plot) shall always remain indivisible and impartible.

(b) The Purchaser(s) and all persons authorized by the Purchaser(s) (in common with all other persons entitled, permitted or authorized to similar rights) shall be entitled to use the common areas and passages in the said Scheme for ingress and egress at all times and for all purposes;

(c) The Purchaser(s) shall have the right to lay cables/ wires / lines for television and other communication facilities leading to and from the said Villa subject to such conditions and restrictions as may be imposed by SEMPL or the Service Society, from time to time.

(e) The Purchaser(s) shall as per applicable laws and conditions stated herein be entitled to transfer/ sell, convey, mortgage, charge or in any way encumber or deal with or dispose of or to assign, underlet or part with its interest under or benefit or any part thereof in the said Villa. Provided however, that the Purchaser(s) and any other person to whom the said Villa is subsequently transferred, assigned or given possession with the permission of SEMPL or the Service Society shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the Service Society may require for safeguarding the interest of the said Scheme and its occupiers.

4. PURCHASER(S)' COVENANTS

The Purchaser(s) agrees and covenants with SEMPL as under:

(a) The Purchaser(s) agrees to observe the terms of this Deed as may be amended from time to time and also perform all the bye-laws, rules, regulations, resolutions and decisions which SEMPL may adopt including those for use, utilization and enjoyment of the common amenities, facilities and services provided in the said Scheme and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building, the said Scheme and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government.

(b) The Purchaser(s) agrees that he /she shall not claim any right, title or interest of any nature whatsoever in the township except to the extent as set down in clause 2 (a) above;

(c) The Purchaser(s) agrees that he/ she shall use the said Villa or any part thereof or permit the same to be used only for the purpose of residential use and shall not use it for boarding house, club house, nursing home, eating or catering place, dispensary or meeting place or for any commercial or industrial activities whatsoever which may or is likely to cause nuisance or annoyance to occupiers

of the other Villas/ premises nor for any illegal or immoral purposes.

(d) The Purchaser(s) shall not let, sub-let, sell, transfer, mortgage, charge or in any way encumber or deal with or dispose of the said Villa nor assign, underlet or part with his/ her interest in the said Villa until the Purchaser(s) shall have obtained prior written approval of the Service Society and /or the O&M Company.

(e) The Purchaser(s) agrees that he/ she shall be liable to bear and pay to SEMPL or any agency appointed by SEMPL, the proportionate share of outgoings at actuals including insurance, municipal taxes, water and electricity charges, cess, ground rent (if any), public charges or such other levies by the concerned local authority and/ or State or Central Government.

(f) The Purchaser(s) agrees that he/ she shall not protest, object to or obstruct the execution of the balance/ further construction work nor the Purchaser(s) shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him or any other person(s) for any inconvenience, hardship, disturbance or nuisance caused to the Purchaser(s) for reason thereof.

(g) The Purchaser(s) agrees that he/ she shall sign and execute the application for membership and other papers and documents necessary and required for the formation of Service Society of purchasers and for becoming a member of such service society and sign and return to SEMPL within the prescribed time period of the same being forwarded by SEMPL to the Purchaser(s), so as to enable SEMPL to register the Service Society and to abide by the bye-laws of such Service Society of Purchasers.

(h) The Purchaser(s) agrees that on formation of such Service Society and/ or the Operation & Maintenance company, the Purchaser(s) shall make such payments as may be decided by the Service Society / Operation & Maintenance company towards maintenance of the Cluster and/or the Township.

(i) The Purchaser(s) agrees that he/ she shall not interfere with the rights of SEMPL to construct at such locations, as it may from time to time decide, any additional buildings/ structures, sub-stations for electricity or office for management of the new building(s) and build under-ground and overhead tanks, structures for watchman cabin, toilet units for domestic servants/ watchman,

septic tank, soak pits and other structures, the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, under-ground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by SEMPL and raise any dispute including at any Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.

(j) The maintenance deposit shall be a transferable deposit, in the event of transfer/ transmission of the said Villa by the Purchaser(s), in favour of any third party. The Purchaser(s) agrees to pay additional amounts towards maintenance in the event the interest income from the deposit amount is found not sufficient for the maintenance, as and when demanded by the Service Society / O&M Company.

(k) The Purchaser(s) agrees that till the time the said Villa is not separately assessed by AUDA/ local Authority for taxes, water rates, UGVCL for electric bills etc., Purchaser(s) shall pay to SEMPL such amount as may be fixed from time to time, in advance, towards the water tax or other panchayat or municipal taxes and other out-goings. If such amount paid is found to be deficient, the Purchaser(s) will be liable to pay the same to SEMPL. From the date of separate assessment, the Purchaser(s) herein shall be liable for payment of all such duties and taxes. The Purchaser(s) shall bear and pay all present and future applicable taxes, levies, cesses and/ or any increase thereto including Service Tax, VAT, Local taxes, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/ or other public authority, as and when demanded by SEMPL including but not restricted to service tax on sale of the said Villa by SEMPL or on account of change of user of the said Villa by the Purchaser(s).

(l) The Purchaser(s) agrees that he/ she shall be responsible for getting his/ her name mutated in the records of the appropriate authority with respect to the said Villa and shall not hold SEMPL liable/ responsible to mutate his/ her name with respect to the said Villa.

(m) The Purchaser(s) hereby agrees that in the event if any amount due to the local authority or State Government or other local authority like betterment charges or development taxes or payment of similar and/ or any other nature becomes payable by SEMPL, and accordingly are paid, the same shall be reimbursed by the Purchaser(s) in the proportion payable by the Purchaser(s) as may be fixed by SEMPL.

(n) The Purchaser(s) agrees that he/ she shall pay to SEMPL, within 7 (Seven) days of demand by SEMPL, any additional security deposit demanded by the concerned local authority or Government for providing electricity or any other service connection to the said Building. The Purchaser(s) shall pay the proportionate or full amount as the case may be towards deposit, service charges and any other such statutory demand from the Government authorities for providing electric power, energy meters, water connection, sewerage and drainage connection etc as applicable with respect to the said Villa, in addition to the Sale Consideration.

(o) It is hereby agreed that except for name plate which shall be put up by the Purchaser(s) in designated area, the Purchaser(s) shall not put up any sign board or any such displays on the said Villa or any part of the premises.

(p) The Purchaser(s) agrees to maintain, at his/ her cost, the said Villa in good condition, state and order in which it is delivered to him/ her and shall abide by applicable law, all bye-laws of the Service Society/ O&M Company, rules and regulations of the Government, AUDA and UGVCL or concerned electricity provider, local authorities and other authorities and shall be responsible for all actions including user of the said Villa.

(q) The Purchaser(s) hereby agrees to keep the said Villa, premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the said Villa.

(r) The Purchaser(s) shall permit SEMPL and/ or its surveyors and agents with or without workmen and others at all reasonable time to enter into and upon any part of the premises for the purpose of repairing, maintaining, making re-building, cleaning, lighting and keeping in workable and good condition all services, drains,

pipes, cables, gutters, wires or other conveniences 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 or other purpose.

(s) The Purchaser(s) shall not do anything which will cause damage to the structure of the Villa and also shall not store or allow to be stored in the said Villa any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Villa in any manner. The Purchaser(s) shall not make any structural additions or improvements of a permanent nature in the said Villa and not make any alteration in the elevation and outside color scheme of the said Villa and keep the sewers, drains, in the said Villa and appurtenances thereto in good tenantable repair and condition, and not chisel or in any other manner damage or make alterations to columns, wall, slabs or RCC, partition walls, sheer walls or other structural components in the said Villa without the prior written permission of SEMPL and/ or in any other way alters the existing sheer walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the said Villa. The Purchaser(s) shall indemnify SEMPL in the event SEMPL suffer any loss or damage as a result of happening of any of the events as mentioned above and the Purchaser(s) shall be solely responsible for the same.

(t) If any addition or alteration in or about or relating to the Villa required to be carried out by the Government, District Panchayat, AUDA or any statutory authority, the same shall be carried out by the Purchaser(s) of the premises at their own costs and SEMPL shall not be in any manner liable or responsible for the same.

(u) The Purchaser(s) shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the said Villa in the passages, common areas and / or any portion of the said Scheme.

(v) It is agreed by the Purchaser(s) that SEMPL alone shall be entitled to ownership and benefit of all present available/ unutilized FSI and/ or additional FSI which may become available in the future for the purpose of development and/or construction on the Township/ Scheme and SEMPL shall have the sole right to exploit the same in such manner as SEMPL in its discretion deems fit. It

is further agreed that the Purchaser(s) shall not directly or indirectly through anybody or otherwise claim any right, title or interest in case of any additional FSI being made available to SEMPL with regard to the Township / Scheme (including the portion of the said Property being conveyed hereunder) over and above what has been contemplated herein and SEMPL shall be entitled to utilise the same. It is further agreed by the Purchaser(s) that the right of SEMPL to exploit the FSI as stated in this clause shall remain and SEMPL shall become entitled to the available/ unutilised FSI and/ or additional FSI which may become available in the future.

(w) The Purchaser(s) shall not alter or permit any alteration in the elevation and outside colour scheme or the fences of external doors and windows including grills of the said Villa which in the opinion of SEMPL or the Service Society may affect the colour scheme of the entire Villa Scheme.

(x) The Purchaser(s) shall at no time demand partition of his/ her right to use the Township Land. It is further agreed and declared by the Purchaser(s) that the Township Land is absolutely owned by SEMPL and he /she has no right, title or interest on the Township Land, the amenities and facilities.

5. COMPLETION OF SALE & POSSESSION

Simultaneous with the execution of this Deed, SEMPL has handed over the actual vacant and peaceful physical possession of the said Villa to the Purchaser(s) duly completed in all respects and in good and proper condition, as per lay-out plans, relevant permissions, construction plans, designs and detailed drawings and specification of the said Villa and Scheme in general approved and accepted by the Purchaser(s). The Purchaser(s) admits and acknowledges it and declares that he/ she has satisfied himself/ herself about the same.

6. REPRESENTATION OF THE PURCHASER(S)

At or before execution of this Deed :

(a) The Purchaser(s) declares that he/ she has received from SEMPL the actual vacant and peaceful physical possession of the said Villa.

(b) The Purchaser(s) declares that he/ she has no complaint or grievance of any

nature whatsoever for the quality of the construction and the materials used therein and for the plans, designs, detailed drawings and agreed specifications.

(c) The Purchaser(s) is fully satisfied himself/ herself as to the title of the Land Owner and their right in respect of the said Property.

(d) The Purchaser(s) is satisfied himself/ herself about the project layout and the future sanctions to be obtained and the future constructions to be made by SEMPL on the said property

(e) The Purchaser(s) has verified the location and site of the said Villa including the egress and ingress thereof and also the area of the said Villa and agreed not to dispute the same.

(f) The Purchaser(s) has inspected the plan sanctioned by the authorities concerned in respect of the said Villa being constructed by SEMPL and agreed not to raise any objection with regard thereto.

(g) The Purchaser(s) has satisfied himself as to the carpet, built up and the super built up areas in relation to the said Villa and also the common facilities and amenities, which would be common for all the residents/ occupants of the various units comprised in the said Cluster and had agreed not to challenge or dispute the same by any manner whatsoever or howsoever.

(h) The Purchaser(s) is satisfied himself/ herself as to the structural stability of the said Villa, Car parking facility, supply of water and electricity.

7. HOUSE RULES

The Purchaser(s) agrees to abide with the following rules :

(a) The Purchaser(s) shall keep the said Villa in good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom any dirt or other substances to the common passages or common areas of the scheme;

- (b) The Purchaser(s) shall not make or permit any disturbing noises in the said Villa/ Township or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other purchasers. The Purchaser(s) shall not use any loud speaker in the said Villa if the same shall disturb or annoy other occupants of the Villas /Township.
- (c) No sign board, notice or advertisement shall be inscribed or exposed on the part of the Villa except as has been approved by SEMPL or the Service Society, nor shall anything be projected out of the said Villa without similar approval.
- (d) Water closets and other water apparatus in the said Villa shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same.
Any damage resulting from misuse of any of the water closet or apparatus shall be paid for by the purchaser in whose Villa it shall have been caused.
- (e) No dogs or animals shall be kept or harboured in the common areas of the said Scheme and /or the Township. In no event shall dogs and other pets be permitted in any of the common portion of the Scheme / Township unless accompanied.
- (f) No vehicle belonging to the Purchaser(s) or member of the family or guest, tenant or employee of the Purchaser(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the said Scheme or the Township by another vehicle.
- (g) So long as each Villa in the Township shall not be separately mutated and separated, the Purchaser(s) shall pay the proportionate share of all rates and taxes assessed on the whole Township. Such proportion is to be determined by SEMPL or the Service Society on the basis of the area of the said Villa in the Township.
- (h) These House rules may be altered, amended or repealed at any time by SEMPL or the Service Society/ O&M Company without any requirement of giving any prior intimation or notice to the purchasers.

(i) Garbage and refuse from the said Villa shall be deposited in such place only in the Township at such time and in such manner as may be directed by SEMPL or such person(s) nominated by SEMPL or Service Society.

(j) With respect to maintenance of the said Villa, Cluster and the Township, SEMPL 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 Purchaser(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.

(k) Purchaser(s) agree that SEMPL shall choose and organize cable TV and /or telephone land line service providers of repute for the project.

8. SEMPL'S COVENANTS

SEMPLE agrees and covenants with the Purchaser(s) as under:

(a) SEMPL hereby confirms the conveyance and transfer by SEMPL of the said Villa to the Purchaser(s) on the terms and conditions and subject to obligations contained herein. SEMPL hereby confirms that possession of the said Villa has been handed over by SEMPL to the Purchaser(s). The Purchaser(s) may retain such possession, use and occupation and enjoy the same subject to the Purchaser(s) becoming a member of the Service Society/ O&M Company and continue to remain a member and observing the bye-laws, rules and regulations of O&M Company prevalent and enforceable at all relevant time.

(b) SEMPL confirms that all amounts required to be paid by the Purchaser(s) have been duly paid and no amount has remained outstanding. There is no account or amount outstanding to be paid, settled and/ or adjusted by and between the Parties hereto.

(c) Subject to the covenants on the part of the Purchaser(s) to be observed and performed in terms of this Deed and the bye-laws, rules and regulations of

SEMPLE and/ or the Service Society/ O&M Company, the Purchaser(s) shall have beneficial use and enjoyment of Township, approach road /area, margin, common parking and other areas in Township land and the said Scheme which are meant for joint use of all the Purchaser(s) of 'The North Park'.

9. GENERAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that :

- (a) It has power to execute, deliver and perform its obligations under this Deed and all necessary and required sanction has been taken to authorise such execution, delivery and performance;
- (b) This Deed constitutes valid and binding obligation, enforceable in accordance with its terms; and
- (c) The execution, delivery and performance of its obligations under this Deed does not and will not :-
 - (i) contravene any law, regulation or order of any Government or other official body or agency or any judgement or decree of any court having jurisdiction over it; or
 - (ii) conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets

10. FORMATION OF SERVICE SOCIETY / APEX BODY

- (a) For the purpose of maintaining the scheme, Clusters and the entire Township, SEMPLE shall be entitled to form, in the manner it shall deem fit, in its absolute discretion, appropriate Service Societies, Apex Body of Service Societies and any other entities or body corporate incorporated under the Companies Act, 2013 (Operation & Maintenance Company) and rules made thereunder from time to time to perform such functions as are required to manage and maintain the Schemes, Clusters and the Township.

(b) The Purchaser(s) shall co-operate with SEMPL in formation of the Service Society and undertake to sign and execute application forms and other writings for registration and/ or membership and other papers, writings and documents necessary for the formation and registration of the Service Society and for becoming a member thereof and to duly fill in, sign and return the same to SEMPL within 15 (Fifteen) days of the same being forwarded by SEMPL to the Purchaser(s) and attend the office of SEMPL for this purpose, so as to enable SEMPL to register the Service Society. No dispute or objection shall be raised by the Purchaser(s) if any changes, alterations, amendments, modifications, additions and/or deletions are made in the draft bye-laws, as may be required by SEMPL, the Registrar of Co-operative Societies or by any other competent authority. Upon the Service Society being formed and registered, the rights, benefits and interests of the Purchaser(s) herein shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Deed.

(c) The terms, conditions, covenants, stipulations and provisions of this Deed and all agreements, documents, instruments and writings related or incidental to this Deed, executed or to be executed by and between the parties hereto shall be binding upon the Service Society. The Service Society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Deed and all agreements, documents, instruments and writings related/ incidental to this Deed (executed or to be executed between the parties hereto) or such of them as SEMPL may require and agreeing and undertaking to be bound by the same and the Purchaser(s) shall vote in favour of such resolutions.

(d) Upon formation/ registration of the Service Society, SEMPL shall ensure admission of Purchaser(s), as member and issuance to them of respective certificate or other instruments evidencing their membership and/or other documents evidencing the title of the Purchaser(s).

(e) SEMPL shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Service Society in respect of any unsold/ unallotted unit/s or parking spaces in the scheme, save and except the rents, rates, taxes, cesses and assessments payable to the concerned authorities and other Government, local or public or private bodies and authorities in respect thereof.

SEMPPL will be entitled to apply for and obtain reduction in and/or refund of the municipal/ panchayat and other taxes, cesses, assessments and levies on account of vacancy of unallotted/ unsold unit/s and car parking spaces, SEMPL are liable to pay or have paid the same in respect of the unallotted/ unsold unit/s and/or car parking spaces. If refund of any such taxes, cesses, assessments or other levies is made by the concerned authority or any other Government, local or public body or authority to the Service Society in respect of such unsold or unallotted unit/s, and/or car parking spaces, then the Service Society shall forthwith and without making any claim or demand or raising any objection or disputes whatsoever in respect thereof, pay over the same to SEMPL, whether SEMPL have demanded the same or not.

11. OPERATION & MANAGEMENT COMPANY

(a) For the purpose of maintaining the Township, its various facilities and amenities, SEMPL shall be entitled, at its absolute discretion and the manner it may deem fit, nominate and/ or appoint one or more Operation and Management Companies (O&M Company) to manage and maintain the infrastructure, lands, buildings, common facilities, common areas, car parking areas, open spaces of the Township. The O&M Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts. It is hereby absolutely clarified, agreed and understood that the O&M Company shall also be entitled to exercise its rights for collecting the charges and expenses, in addition to the charges payable to the Service Society and the Purchaser(s) will enter into required agreements in respect of the same. The Purchaser(s) hereby grants its consent confirming such agreement/ contract/ arrangement that SEMPL has or may have to enter into with the O&M Company. It is further expressly understood that SEMPL shall not in any manner be accountable, liable or responsible to any person including the Purchaser(s) and/ or the Service Society for any act, deed, matter or thing committed or omitted to be done by the O&M Company and/ or such other agency, firm, organization, association or any other person/s in the due course of such maintenance, management and control of the Building and/ or common areas, amenities and common facilities thereto.

(b) The Purchaser(s) hereby undertakes to pay the necessary fees as may be determined by SEMPL and/or Service Society /O&M Company for the purposes as mentioned above.

(c) The Purchaser(s) further undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/ or other writings as required, at the sole discretion of SEMPL /Service Society/ O&M Company, for the purposes of framing rules for management of the scheme /Township and use of the Villas by the Purchaser(s), for ensuring safety and safeguarding the interest of SEMPL/ Service Society/ O&M Company and purchasers/ occupants of other Villas in the scheme and the Purchaser(s) also agrees and confirms not to raise any disputes/ claims against SEMPL/ Service Society/ O&M Company and purchasers/ occupants of other Villas in the scheme in this regard.

12. RESTRICTION ON CHANGE OF PROJECT NAME

The scheme of Villas that are constructed as per Layout Plan sanctioned by the competent authorities, will always be known as "**The North Park**" and the Purchaser(s) and/ or the Service Society and/ or Apex Body shall not be entitled to change the same at any time in future for any reason whatsoever.

13. STAMP DUTY, REGISTRATION CHARGES AND LEGAL EXPENSES

The Stamp duty, legal charges and registration charges (and all penalties, fines, levies and impositions thereon whatsoever) and any and all incidental charges/ expenses payable in respect of this Deed and any other documents pertaining to the sale, conveyance and transfer of the said Villa shall be paid and borne by the Purchaser(s) alone.

14. DISPUTE RESOLUTION

(a) In the event any dispute arises in connection with the interpretation or implementation of the provisions of this Deed and the rights acquired by the Purchaser(s) with regard to the said Villa, the parties shall attempt in the first instance to resolve such dispute through amicable discussions. If the dispute is not resolved through amicable discussions within a period of 30 (thirty) days after commencement of discussions or such longer period as the parties may agree in writing, then either party may refer the dispute for resolution through Arbitration under the provisions of Arbitration & Conciliation Act, 1996 and the amendments from time to time. The arbitration proceedings shall be conducted in English language and the place of arbitration shall be Ahmedabad, Gujarat. The decision of the Arbitrator shall be final and binding on the parties and the

parties agree to be bound thereby and to act accordingly. The fees of the Arbitrator shall be borne and paid equally between SEMPL on one hand and the Purchaser(s) on the other hand.

(b) This Deed shall be governed by the laws of India and subject to the provisions of clause 14(a) above, 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.

15. MISCELLANEOUS

(a) The Purchaser(s) shall have no claim, save and except in respect of the said Villa, in the manner set out in this Deed.

(b) In the event within a period of one year from the date hereof, the Purchaser(s) brings to the notice of SEMPL any structural defects in the said Villa, then wherever possible such defects shall be rectified by SEMPL at its own costs. It is however, expressly agreed that due to any changes made by the Purchaser(s) in the said Villa, if any defect arises, then in such circumstances SEMPL shall not be liable or responsible for repairs.

(c) All notices to be served on the Purchaser(s) and SEMPL contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser(s) and SEMPL, by Registered Post AD/ Courier, at the address specified below :

Purchaser(s) :

Mr./Ms _____

SEMPLE :

SHANTIGRAM ESTATE MANAGEMENT PVT LTD
"ADANI HOUSE", NEAR MITHAKHALI SIX ROADS
NAVRANGPURA, AHMEDABAD - 380 009.

(d) In the event of the said Villa being transferred by the Purchaser(s) to a third party, any such transferee(s) shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Township including but not limited to clauses 4 and 7 hereinabove, and suitable clauses to this effect shall be incorporated by the Purchaser(s) in the document conveying the said Villa to such transferee(s).

(e) If any provision of this Deed is or becomes invalid, illegal or unenforceable under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed which shall not in any way be affected or impaired. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

(f) This Deed contains the entire agreement between the parties in respect of the subject matter of this Deed. In case of any contradiction between the provisions of any earlier document / agreement/ deed including the Agreement to Sale and any other agreement executed between the Purchaser(s) and SEMPL or its nominees, the provisions of this Deed shall prevail. The Purchaser(s) hereby expressly admits, acknowledges and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained/ given in any advertisement or brochure by SEMPL or their respective agents to the Purchaser(s) other than such terms, conditions and provisions as are contained or incorporated in this Deed shall be deemed to form part of this Deed or to have induced the Purchaser(s) to enter into this Deed.

(g) No failure or delay by SEMPL in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise of any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

(h) The said Land described in the First Schedule hereunder written does not fall within the areas designated as "disturbed areas" within the meaning of

Gujarat Disturbed Areas Act, 1986 and hence no prior permission of District Collector for transfer of the said Villa is required to be obtained for this Deed.

(i) The Purchaser(s) shall present this Deed in original (duly stamped) at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908, and SEMPL or their constituted attorneys will attend such office and admit execution thereof.

(j) The original Deed shall be handed over by SEMPL to the Purchaser(s) or to any person/ Bank/ Financial institution, as directed by the Purchaser(s).

RECEIPT

RECEIVED the day and year first hereinabove written of and from within named Purchaser(s) a sum of **Rs.[.] (RUPEES _____ ONLY)** as per details given / set out in the Schedule annexed hereto being the Consideration to be paid by the Purchaser(s).

Rs. [.]

WE SAY RECEIVED

**For Shantigram Estate Management
Private Limited**

Authorised Signatories

**Photograph of the said Villa
(Villa No. [•] in "The North Park –Phase [•]").**

**Shantigram Estate Management
Private Limited**

Mr -----

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the Lands)**

All those pieces and parcels of land bearing Block Nos. [•]
Dantali/Jaspur, Village-Dantali/Jaspur , Taluka- ,Kalol/Gandhinagar, District-
Gandhinagar

THE SECOND SCHEDULE ABOVE REFERRED TO:

All that immovable residential unit being Villa No. [•] in North Park – Phase [•],
having super built up area of [•] sq.ft, . (Carpet area as per RERA of [•] sq. ft.
equivalent to [•] sq. mtrs. together with [•] balcony having approximately
area of [•] sq.ft./and with open terrace) on the said plot area
admeasuring [•] sq. ft. equivalent to [•] sq. mtrs. thereabouts, out of the of
Block No. [•] Dantali/Jaspur, Village-Dantali/Jaspur , Taluka- Kalol/Gandhinagar,
District-Gandhinagar constructed on the part of Land as described in the First
Schedule hereinabove written and the said Villa, which is bounded as under:

On or towards North by:

On or towards East by :

On or towards West by :

On or towards South by:

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Details of payment of Sale Consideration)

Date	Name of Bank	Cheque/RTGS No.

Total Sale Consideration - Rs. [.]

THE FOURTH SCHEDULE ABOVE REFERRED TO:

1. Such expenses as are necessary or incidental to the maintenance and up-keep of the building or part thereof and the facilities, amenities and conveniences.
2. The expenses of maintaining, repairing, re-constructing, re-decorating etc. of main structure of the building.
3. Salaries of clerks, gardeners, security service, sweepers etc.
4. Insurance of the buildings in the Scheme or any of the amenities and facilities.
5. The expenses of maintaining, redecorating etc. of the structure and in particular the rain water pipes, water supply pipe, drainage pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser(s) in common with other Purchaser(s) and the entrances, passages, landing, stair-cases of the building.
6. The costs of cleaning and lighting the passages, landing, staircase and other parts of the building.
7. The costs of working and maintenance of the common facilities, areas, amenities and services.
8. Cost towards procuring, installing and maintaining Ultra High Speed Broadband services with Cable TV (Data/ voice/ video services on single cable).
9. Any other expenses of common nature.

IN WITNESS WHEREOF the parties hereto have hereunto set the subscribed their respective hands and seal the day month and year first hereinabove written.

SIGNED SEALED AND DELIVERED by the
within named **SHANTIGRAM ESTATE
MANAGEMENT PRIVATE LIMITED** by and
through its Authorised Signatories

Mr. _____

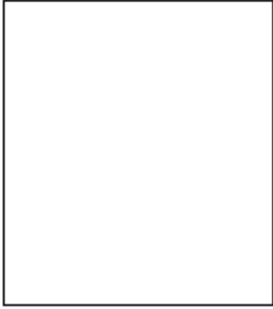
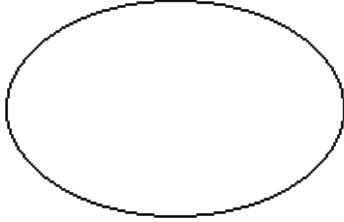
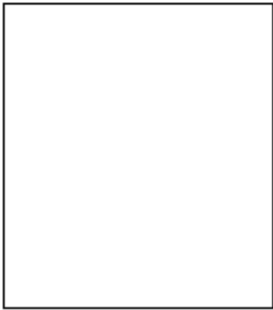
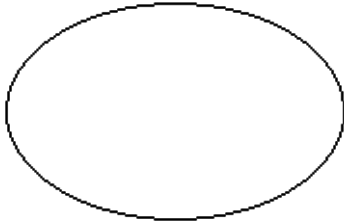
Mr. _____

In the presence of :

1. _____

2. _____

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT
THE VENDOR'S SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION

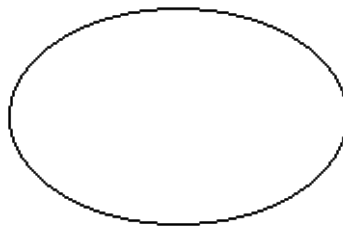
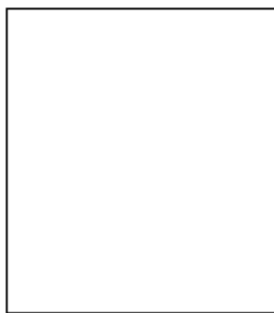
		
		

SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED

By its Authorised Signatories

PURCHASER'S SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION

Mr _____



Ms. _____

