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[Note: This is a draft Deed of Conveyance, which may be modified and adapted in each case having regard to the facts and circumstances of respective case as agreed between the Owner-Developer and Purchaser, or as per prevailing situations and circumstances at the relevant times. The terms of Deed of Conveyance as actually executed between the Owner-Developer and Purchaser shall prevail and will supersede.]

DEED OF CONVEYANCE

Sub: Residential property bearing Flat No. _____ on the _____ Floor of Block No. _____ of the scheme known as "SATYESH RESIDENCY" being part of Applewoods Township situate at Mouje Sanathal, Taluka Sanand, District Ahmedabad, Sub District Sanand, on the land bearing amalgamated Survey No. 111 Paiki.

THIS **DEED OF CONVEYANCE** made at Ahmedabad on this _____ day of _____ in the Christian Year 20_____:

BY AND BETWEEN:

APPLEWOODS ESTATE PRIVATE LIMITED (PAN: AAGCA 6838B and CIN: U45201GJ2007PTC052343), a Company formed and registered under the Companies Act, having its Registered Office at: Block No. 16, Abhishree Corporate Park, Opp. Swagat Bungalows BRTS Stop, Iscon-Ambli Road, Ahmedabad-380058, Gujarat (India), hereinafter referred to as "TOWNSHIP DEVELOPER" or "OWNER - DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **One Part**; AND

Ms./Mr./Mrs./M/s. _____ (PAN: _____) having address at: _____, hereinafter referred to as "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include (in case of individual) his/her heirs, legal representatives, executors, successors, administrators and assigns; (in case of HUF) members of the HUF as at present and from time to time and their respective heirs, executors, successors and permitted assigns; (in case of Trust) Trustees, beneficiaries and office bearers as at present and from time to time; (in case of Proprietorship firm) the heirs and legal representatives, executors, successors, administrators and assigns; (in case of Partnership firm) partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of Company) successors and permitted assigns; (in case of Corporation) successors and assigns) of the **Other Part**;

The Owner - Developer and the Purchaser are hereinafter individually referred to as "**Party**" and collectively referred to as the "**Parties**";

WHEREAS the Owner - Developer planned development of a township, upon necessary permission in that respect having been obtained, on its land parcels in the villages of Sarkhej and Sanathal, falling within Ahmedabad District of Gujarat, India (hereinafter referred to as "the Township Land"), more particularly described in **SCHEDULE-I** hereunder written;

AND WHEREAS the Owner - Developer is seized and possessed of or otherwise well and sufficiently entitled to the Township Land and that the Owner - Developer inter-alia has developed residential scheme known as "SATYESH RESIDENCY" (hereinafter referred to as the "**Said Scheme**"), on the land total admeasuring 18,321 sq. mtrs., which is more particularly described in "**SCHEDULE-II**" hereunder written, part of Township Land, as integral part of the Township. (Hereinafter referred to as the "**Land**");

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

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

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

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

AND WHEREAS the Owner - Developer has received Development Permissions granted by the Ahmedabad Urban Development Authority, and have got its layout plans and other plans approved and that the Owner - Developer has also received the Environment Clearance Certificate issued by the State Level Environment Impact Assessment Authority Gujarat, and amendments thereto granted by the State Level Expert Appraisal Committee, Gujarat and the Owner - Developer has also received NOC issued by the Airports Authority of India for Height Clearance; etc. (Hereinafter collectively called "**Approvals**");

AND WHEREAS the Owner - Developer has received the Development Permission, dated 25-05-2011, bearing No. PRM/386/8/2010/331 issued by Ahmedabad Urban Development Authority. The Owner - Developer has also received the Development Permission, dated 02-06-2012, bearing No. PRM/20/1/2012/302 issued by Ahmedabad Urban Development Authority. The Owner - Developer has also received the Development Permission, dated 27-11-2013, bearing No. PRM/347/7/2012/443 issued by Ahmedabad Urban Development Authority. The Owner - Developer has also received the Development Permission, dated 20-06-2014, bearing No. PRM/33/1/2014/173 issued by Ahmedabad Urban Development Authority;

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

AND WHEREAS the Township Developer is required to provide housing for Socially and Economically Weaker Section Housing (SEWH) as provided in Township Regulations and accordingly said scheme of "SATYESH RESIDENCY" has been developed by the Township Developer;

AND WHEREAS the Competent Authority has granted the Building Use Permission bearing reference no. PRM/347/7/2012/443 DT:2/12/2013, usage no. CMP/4634/9/2014/433 dated 15/12/2014 and also the Building Use Permission bearing reference no. PRM/33/1/2014 DT:5/7/2014, usage no. CMP/5351/6/2017/339 dated 28/06/2017 for Said Scheme. The said Building Use Permission has been granted prior to commencement of the Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as the "said Act"). Therefore, the same is exempt from registration with the Real Estate Regulatory Authority under section 2 (b) of the said Act.

AND WHEREAS the Purchaser has made aware and satisfied himself about the Regulations regarding Socially and Economically Weaker Section Housing and the specifications prescribed by the Regulations;

AND WHEREAS a service co-operative society, The Applewoods Co-operative Housing Service Society Limited (Vibhag-3), Registered on 15/09/2014, under Sr. No. NDHN/AHM/SA 7840-YEAR 2014 (hereinafter referred to as "Service Society") has been promoted to hold the common areas with land, and for the operation and maintenance of common amenities, facilities, services, infrastructure and common area (hereinafter referred to as "Assets of Common Use") of the Said Scheme and the purchasers of flats in the Said Scheme shall be the members of Service Society and shall be bound by the rules and regulations thereof;

AND WHEREAS as per Booking Agreement/Agreement for Sale, dated _____ and Supplementary Agreement / Letter to the booking agreement (if any) (hereinafter collectively referred to as "Booking Agreement") entered into by and between the Owner - Developer and the Purchaser, the Owner - Developer has agreed to allot and sell the Flat no. _____ Flat type _____ having carpet area admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mtrs. and having wash area balcony area admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mtrs. together with share in common areas, gross area popularly known super built up area is mutually fixed admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mts. on the _____ Floor in the Block No. _____ in the Said Scheme (hereinafter referred to the "Said Flat" or "Flat"), which Flat is more particularly described in Schedule III hereto, and the Purchaser has agreed to purchase and acquire the Said Flat at or for the price or consideration and upon the terms and conditions and covenants contained therein;

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

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

NOW THIS DEED OF CONVEYANCE WITNESSTH AS STATED HEREAFTER:

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

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TOGETHER WITH a right of enjoyment of Assets of Common Use of the Said Scheme of **"SATYESH RESIDENCY"**; to be enjoyed and used by the Purchaser jointly and in common with other purchasers of flats in the Said Scheme, which have been common for all the flat holders, and for which a Service Society shall be responsible for the administration of Assets of Common Use thereof and the Purchaser hereby agrees to be bound by the rules and regulations thereof;

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

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

AND THAT the Owner - Developer doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Owner - Developer or any person or persons lawfully or equitably claiming or to claim by, from, under, through or in trust for the Owner - Developer or any one or more of them made, done, committed or omitted or knowingly suffered to the contrary, the Owner - Developer has in itself good right, full power and absolute authority to allot, grant, convey, release and assure said Flat unto and to the use of the Purchaser exclusively in the manner aforesaid subject however to the regulations of the Said Scheme and the Service Society and Operation & Maintenance Company and the said Township in general;

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

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

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

1. Purchaser has verified the area of the said Flat and have found the same as correct to his satisfaction and has agreed and understood that the Said Flat is in accordance with the design, plans and specifications. The Floor plan of the Said Flat has been annexed as **"ANNEXURE-C"** and the said Scheme Plan has been annexed as **"ANNEXURE-D"**.
2. Purchaser shall be entitled to the Said Flat which is a part of the Said Scheme of **"SATYESH RESIDENCY"** which is part of the Applewoods Township, and that the Assets of Common Use to be enjoyed in common with the purchasers of other Flats in the Said Scheme. The Purchaser herein shall own and occupy the said Flat subject to the additional charges and maintenance payable in respect thereof and shall also be bound by the rules and regulations as may be framed from time to time by the Service Society, as also by the Township Developer and O&M Company, concerning with the administration of Assets of Common Use, Township Infrastructure and generally.
3. The Purchaser has agreed to be bound by the regulations of Township and to be bound by the conditions, obligations, limitations and restrictions attached to Approvals, and any other terms and conditions which may be issued by the Owner - Developer and has separately executed a Deed of Undertaking in this respect and has further agreed that whenever the Said Flat is to be transferred by it or otherwise, its successors and assigns would be bound by such conditions specified in Undertaking.
4. The Purchaser may sell, transfer or encumber the Said Flat, with the written prior approval and no objection obtained from the Service Society and O&M Company and Township Developer. Such approval / no objection will be granted subject to such conditions and restrictions as may be imposed and on payment of Transfer Fees and other charges as may be fixed, and provided (i) if there is no pending default or breach of any of the provisions of this Conveyance, (ii) there are no outstanding amounts payable by the Purchaser to Service Society, O&M Company, Township Developer or on any other account whatsoever as per applicable Provisions herein, and (iii), provided any such transaction is not violative of Township Regulations and also generally not violative or prohibited by any provisions or rule of law.
5. The Purchaser agrees to pay the charges for maintenance of the Township Infrastructure and Assets of Common Use and other payments under the applicable Provisions regularly, irrespective of whether the Purchaser has commenced the use or not.
6. The Purchaser shall use or permit to be used the Said Flat or any part thereof only for residential purpose and the Purchaser shall not use or permit to be used Said Flat or any part thereof for commercial purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber café, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties.

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7. The Purchaser shall not use or permit to be used Said Flat or any part thereof for any illegal or unauthorized activity or any activity which is unlawful and illegal under any state or central legislations for the time being in force. The Purchaser shall perform and observe strictly the provisions and rules and regulations of the Said Scheme and of the Township and shall also observe and perform the laws for the time being in force.
8. The Purchaser agrees and undertakes that if any additions or alterations in or about or relating to the said Flat are hereafter required to be carried out by the Government, District Panchayat, AUDA, AMC, Town Planning Authority, Township Authority, Authority under the Regulatory Provisions, or any statutory authority, the same shall be carried out by the Purchaser at its own costs and the Township Developer shall not be in any manner liable or responsible for the same.
9. The Purchaser shall at no time demand partition of his interest in the Said Flat or the Said Scheme. It being agreed and declared by the Purchaser that his interest is impartible.
10. The Purchaser shall have no claim with respect to any part of the Said Scheme and Township save and except in respect of the Said Flat conveyed to it.
11. The Purchaser agrees and undertakes that it shall not do anything which may be or become a nuisance to the other flat holders or which may prejudicially affect the rights of the Owner - Developer.
12. The Purchaser agrees and confirms that he shall permit the Owner - Developer / Service Society/ O&M Company and their surveyors and agents with or without workmen and others at all reasonable times to enter into or any part of the Said Flat and for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences from Common Areas being used for the Said Scheme and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar purposes.
13. The Owner - Developer as a Township Developer is concerned with the development of Township Infrastructure and the Purchaser as a member of the Said Scheme wherein the Said Flat conveyed herein has been located would be enjoying facility concerning thereof and is bound by the rules and regulations of enjoyment thereof. The Purchaser is aware and is satisfied that as per one of the conditions of grant of permission for Township development, the Township Developer has promoted a Company viz. "Stanford Operations & Maintenance Pvt. Ltd." under the Companies Act for the repair, up-keepment, up-gradation, reconstruction, replacement and administration of the Township Infrastructure facilities and for operation and maintenance thereof and that the Township Developer has / will put the O&M Company in possession of Township Infrastructure and the said Company has entered / will enter into Agreement with the Service Society for regulations of Township Infrastructure, the contents whereof shall be binding to the Purchaser and the Purchaser shall be bound by the rules and regulations that may be framed by such Company as also by the Owner - Developer and the Service Society as also by the government or semi-government authority in that behalf and shall be bound by the stipulations and conditions for the use and enjoyment thereof.
14. The Purchaser further covenants with the Owner - Developer that the Said Flat is completed by the Owner - Developer as per the plans, design and specifications thereof in accordance with Development Permission and other permissions and shall not carry out any further construction and shall not make any alteration or changes in construction or design thereof and that it shall not ask any terrace rights, it being the rights of the Owner - Developer;
15. a) The Purchaser has checked, verified and is satisfied that the Said Flat is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities, utilities and services as per the plans, specifications and designs approved by the Purchaser.
b) The Purchaser is satisfied about the title of the Owner - Developer, and has accepted the same. The Purchaser shall not be entitled to raise any special or general requisitions on title, nor the Owner - Developer shall be under any obligation to answer or satisfy the same.
16. a) The Purchaser has been given the Said Flat only. The Owner - Developer has made aware the Purchaser that they are proposing to dispose of the other flats in the Said Scheme and other premises in the Township Project to different other persons. The Owner - Developer shall have right to dispose of these other flats and premises in such manner and on such terms and conditions as the Owner - Developer may deem fit.
b) The work of the Said Scheme and Project (as at present subject to future addition / expansion as stated herein) is complete.
17. a) The expression "Said Flat" given to the Purchaser herein shall be read, understood, interpreted and implemented with the spirit and intention the covered useable space thereof for their use, occupation and enjoyment, and to reside thereat / therein subject to other provisions herein.
b) Any part of the Said Scheme (except Said Flat) interior or exterior, margin land, open areas, open spaces, walls, compound walls, parapet walls, terraces, lift well, etc. may be used or allowed to be used for advertisement, hoardings, neon sign lights, display, etc. to any person for any consideration and manner as Owner - Developer may deem fit.
18. The Purchaser hereby confirms and records that he has no complaint or grievance for the quality and materials used in the construction of the Said Flat and the said Scheme in general, and measurement of the Said Flat.
19. The Purchaser is aware, and Purchaser has also agreed and accepted that the said consideration as mentioned in ANNEXURE-B paid by the Purchaser to the Owner - Developer is one composite consideration or price for the Said Flat and related rights and interest conveyed or given herein.

The Purchaser is not entitled for any separate estimate or bill of land contribution, construction contribution or any other separate detailed particulars of the amount paid as price - consideration - contribution. However, the Owner - Developer for its purpose may account for the same under such different heads of the Project as it may deem proper.
20. a) There is no other consideration for the Said Flat not appearing on record, paid or agreed to be paid by the Purchaser to the Owner - Developer.

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- b) The Purchaser has obtained receipts for all the amounts paid to the Owner – Developer / Service Society. Similar receipts shall be obtained for any payments in future. No claim for any payment shall be valid, save and except in respect of which the Purchaser has obtained such receipts.
- 21. The Purchaser confirms and accepts that there is no delay in the execution of the work, cause thereof attributable to the Owner - Developer.
- 22. The Said Scheme and Township Project shall be subject to over-all authority and control of the Owner - Developer for all or every matters concerning the same and all common development, amenities, facilities, services and infrastructure therein, until the said Township Project is fully and finally complete, all the Flats and Premises by the Owner - Developer are sold and handed over to the respective purchasers, all the amounts to be received by the Owner - Developer from the Said Scheme, Township Project and the purchasers in the said Project-Scheme are fully and finally received.
- 23. The Purchaser shall have no claim with respect to any part of the Said Scheme, (basement), (hollow plinth), parking, common amenities, terrace, open margin land, common open areas, all Floor Space Index (FSI) balance - surplus, future, available by purchase from authority, floating, transferable or otherwise, right to put up construction in future, lift, lift well, staircases, lobbies, passages and all and every other areas and spaces, all amenities, facilities, services and utilities, save and except the Said Flat and minimum conveniences required for use, occupation and enjoyment thereof.
- 24. It is hereby agreed that the Purchaser shall not put any Board on the Said Flat or any part of the building/s. The place, size and colour of the same shall be as may be fixed by the Owner – Developer / Architect of the Said Scheme.
- 25. a) The Purchaser shall not make any temporary or permanent additions or alterations in the structure of the building, nor shall do anything which may cause damage or which may weaken the structure of the building, like slab, columns, beams, load bearing walls, etc. Similarly, the Purchaser shall not cover the balcony nor shall put up any shed or any other temporary or permanent construction in the terrace that may have been allotted to him. The Purchaser shall not hang cloths in the balcony or out-side view of building, for drying, or otherwise shall not do anything which will not give or distort proper decorum and decency to the building and change the outside view of the Building.
b) The Purchaser shall not make any repair, maintenance or permit additions or alterations or interior design or decoration in the Flat in a manner that it may cause damage or harm or spoil the common amenities and infrastructure, and the same shall be carried out generally in a manner that it does not cause nuisance, annoyance or inconvenience to other Flat owners, and during reasonable hours of the day.
- 26. The Purchaser shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Flat or for the purpose of repair of any part of the building or the Said Flat in the compound or any portion of the building or Scheme or Project.
- 27. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Owner - Developer or Service Society or O&M Company.
- 28. The scheme shall always be known as **"SATYESH RESIDENCY"** and this name shall not be changed in any circumstances.
- 29. The Said Flat shall be used, occupied and enjoyed by the Purchaser as one unit and the Purchaser shall not divide or sub-divide the same for use as more than one unit. It has been specifically agreed that the main door and other opening by way of doors, window or otherwise in the Said Flat shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.
- 30. The Purchaser specifically covenants with the Owner - Developer as follows:-
 - a) The Purchaser of the Said Flat will not use or permit to be used or cover the common passages, stairs, staircases, or any other open areas, spaces, margin land, etc. for waiting, storage or keeping any articles or things.
 - b) Notwithstanding other provisions herein, any arrangement worked out by the Owner – Developer / Service Society / O&M Company for or in the matter of Township Infrastructure and parking, terrace/s and of the common amenities, facilities, services and infrastructure and Assets of Common Use of the Said Scheme, Common Maintenance, the rules and regulations regarding use, occupation and enjoyment of the same, and to hold, use, utilize, handle, etc. the Common Maintenance Deposit or future Maintenance Charges and other matters and things of common interest shall be binding upon the Purchaser herein and other purchasers of the flats / premises in the scheme.
 - c) The Purchaser agrees that in respect of any remittances, acquisition / transfer of the Said Flat, any refund, transfer of security deposit, etc. made by him, attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser, and all concerned. The Owner – Developer accepts no responsibility in respect thereof.
 - d)
 - i) In case the Purchaser is joint, consists of more than one, the permission of the usage of the Assets of Common Use by the other joint Purchaser will be through the First of such joint Purchaser, and shall not be independent or separate.
 - ii) All consents, confirmations etc. if and when required of the joint purchaser, the same shall be deemed to have been sufficiently given and received from the first of such joint purchaser. However, it has been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of all the joint purchasers shall be required.
 - iii) Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchasers. All notices, communications etc. may be addressed by the Owner - Developer to the first of such joint Purchaser.
 - e)
 - i) All balance – surplus, future, available by purchase from the authority, floating, transferable or any FSI available in respect of the entire Township Land and Township Project (other than referring to Said Flat) as

at present and from time to time and the Project shall belong to and will be of ownership of the Owner - Developer only and may be used, utilized, dealt with or disposed of as Owner - Developer may deem fit.

ii) The Purchaser has been explained and made aware of the Township Project, and global use and utilization of FSI. If the FSI in respect of Township Land as aforesaid is available, or is increased and/or additional construction is possible in the Township Project, or at any other place on account of Transfer of Development Rights (TDR) on account of FSI originating from the said Township Land or by TDR on account of other benefits profits privileges advantages development potential on account of land portions being surrendered under D. P. Road/setback or on account of change in Master Plan or Development Plan, in the Government Policies and/or its amendments or any rules and regulations, or any other benefits arising of any nature whatsoever, the Owner - Developer shall be entitled to utilise such additional FSI subject to necessary permission/sanction being granted by the concerned authority, and construct additional built-up area as and by way of additional building, wings, houses, or additional floors on the existing Building/s.

iii) The Owner - Developer will be entitled from time to time to vary, amend and/or alter the layout plans / sanctioned plans of Township Project or the Said Scheme and the Purchaser hereby irrevocably agrees and gives his specific and express consent to the Owner - Developer for carrying out amendments, alterations, modifications, and/or variations in the layout plan / sanctioned plan of the Township Project for the aforesaid purpose or such other purpose as may be deemed fit by the Owner - Developer or required by concerned authority. The consent herein shall be considered to be the Purchaser's irrevocable consent. This consent shall be treated as consent / no objection / permission, if any required under the provisions of said Act, rules, regulations and guidelines thereunder to be given by the Purchaser. The Purchaser shall not raise any objection or cause any hindrance in the development/construction by the Owner - Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Premises or any other part of the project are affected, reduced, limited, restricted or denied. The Purchaser hereby agrees to give all the facilities and assistance that the Owner - Developer may require from time to time, but at the cost and expenses of the Owner - Developer, so as to enable the Owner - Developer to complete the development in the manner that may be determined by the Owner - Developer. It is expressly agreed by the parties that the Owner - Developer is and will solely be entitled to dispose of for its own benefit the additional premises that may be constructed by it as aforesaid.

iv) The Owner - Developer for the purposes of such new or additional construction will be entitled to take full support, shelter and protection of the structure of the existing building/s and every part thereof, to make use of installations, infrastructures and other paraphernalia including walls, columns, beams, water system, drainage, sewerage, electrification etc.

f) The Purchaser has agreed that for the purposes of sub-clause (e) above and other applicable provisions herein, the Developer may prepare such revised layouts, development plans, construction plans, detailed drawings, etc. ("Plans and Specifications") as Owner - Developer may deem fit and proper, and make application, sign other papers and writings, do all acts, deeds, matters and things to obtain sanction / approval from Ahmedabad Urban Development Authority / Ahmedabad Municipal Corporation and other concerned authorities. The Purchaser hereby appoint and authorize Owner - Developer to act through any of its authorized person to make, sign, execute plans and specifications, applications, sign other papers and writings and do all such matters and things in his (Purchaser) name and on his (Purchaser) behalf as Owner - Developer may require, may deem fit and proper or convenient or as AUDA / AMC and other concerned authorities may require.

g) i) The Purchaser has been agreed to be given related interest in the land. The Township Project as at present is in the process of implementation, and revision, and consequently further development and area of construction to be put up. Therefore, the related right concerning the Said Flat will be able to be calculated / quantified, given and conferred upon, upon the Township Project is fully and finally implemented using and utilizing all available FSI. Upon the Township Project is fully and finally implemented and all the premises in the Project have been disposed of, and the Township Project is declared by the Owner - Developer as complete. Such related interest in land as per requirement of said Act or otherwise may be entered in the revenue records and other Government records in the name of Service Society in fiduciary capacity. Upon completion of sale of all the premises of the Scheme, all such shares in land of all purchasers aggregating the entire land, representing the Scheme will stand in the name of Service Society.

ii) In case of any additional construction that may be put up as per right, power and authority reserved herein, the related interest in the land to belong to Purchaser shall stand automatically reduced in proportion to such additional construction. Accordingly, related interest in the Land, of Purchaser is variable, non-specific and subject to reduction.

h) The said price - consideration - contribution paid by the Purchaser as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses present and future in respect of these presents and in respect of any further or other documents that may be made and executed or required to be made and executed or called upon to be made and executed; all taxes and charges of every description whatsoever relating to past, present or future levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, GST, labour welfare, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser. They will be paid immediately upon demand made by the Owner - Developer / Service Society / O&M Company. The amount as may be fixed proportionately by the Owner - Developer for or towards the same shall be final, conclusive and binding upon the Purchaser.

i) The transaction covered herein at present may become liable to tax under any direct or indirect tax laws or similar other laws. If by reason of any amendment to the constitution or enactment or interpretation or amendment of any other law, Central or State, on account of change in legal position, this transaction is held to be liable to tax, either as a whole or in part or for any inputs of materials or equipment used or

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supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser on demand at any time, and if required, the same shall be apportioned between the purchasers.

- j) The Purchaser has verified and satisfied that the Owner – Developer has used all the materials, articles, goods, etc. of very good quality and standard. However the Purchaser is aware that water is a substance which is likely to escape, resulting into its leakage and the leakage of water from the toilets, bathrooms and kitchen is also likely to happen in Flat as well as from the neighbouring and upper flats. Leaked water / moisture is likely to appear on the walls of Flat and that may deteriorate the painting and plaster on the walls. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser agrees that the Owner – Developer / Service Society shall not be liable for any repair or damage in the Flat due to leakage of water and its various other after effects. The Purchaser agrees that he shall be bound to undertake repair work at his own cost and such matter relating to seepage or leakage of water shall generally be attended by the Purchaser.
- k) The Purchaser has verified and satisfied that the Owner – Developer has used all the materials, articles, goods etc. of very good quality and standard. However the Purchaser is aware and has accepted that due to changes in weather / temperature or due to rain / heat, the wooden frames of doors / windows and other wooden goods / materials used in the Said Flat may be swollen and the Purchasers may face some hardship or difficulty and may have adverse effect due to this. The Purchaser has also agreed that, there will be some rusting on metal items, like stoppers, grills, fixtures and fittings, etc. and these all can happen due to changes in weather / temperature and/or humidity and the Purchasers shall not be entitled to claim and recover any damage or compensation from the Owner – Developer on such account.
- l) It has been agreed that the Owner - Developer may make any additions, omissions, alterations, modifications, etc. in Township Infrastructure, Project Infrastructure, FSI, in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser. Such changes, modifications, alterations, etc. shall be binding upon the Purchaser and to that extent the terms and conditions, rights and obligations of the Purchaser under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not materially prejudicially effect the right of the Purchaser with respect to the Said Flat.
- m) The Township Project consist of different Schemes on Township Lands as at present or as may be modified, altered, etc. from time to time. The sale of Said Flat is and shall be subject to any change, addition, alteration, modification, etc. in the planning, specifications, design, nature of development, etc. of the Township Project from time to time. The transaction of the Said Flat herein shall always be governed, controlled, regulated or restricted accordingly from time to time. The right and interest of the Purchaser of Flat is and shall always be limited and restricted to own, use, occupy, possess and enjoy the Flat. The Owner - Developer shall be entitled to all present or future available rights, interests, benefits, advantages, privileges, etc. of every nature, description and form whatsoever, and to use, exploit, develop, construct, etc. as may be permissible under the applicable Regulatory Provisions.
- n) The Township Project includes multistoried residential apartments, Commercial Buildings, Club, Parks, play grounds and Infrastructure, etc. The Township Project work to fully and finally complete will extend to the time beyond the handing over of the Flat to the Purchaser. With the result for delay in completion of Township Project and for the related work of Township Project, and sales, marketing, etc., the Purchaser shall not raise any grievance or objection for the same.
- o) The right and interest of the Purchaser is limited and restricted to the Said Flat and to Floor Space Index referring to such Flat and related proportionate right in the Land in proportion to such FSI. All and every balance FSI, additional FSI, floating FSI, transferable FSI, or any right to purchase additional FSI as per or under the Township Regulations, Regulatory Provisions or generally available shall belong to the Owner - Developer. The Purchaser has specifically agreed for the same and has specifically agreed that he shall not have any right, claim, or interest for the same and also shall not have any right to object, dispute or challenge the same as available to the Owner - Developer as aforesaid. The Owner - Developer will be entitled to use, exploit or otherwise deal with or dispose of the same as they may deem fit and proper, including to create any additional finished construction by using the same.
- p) The Purchaser is specifically made aware and the Purchaser has specifically agreed that the Flat shall be subject to Sanctioned Township, Township Regulations, Regulatory Provisions, any Town Planning Scheme that may be made applicable or any other Scheme – arrangement – proposal – acquisition by or of any authority or authorities under the applicable provisions of law for the time being in force and in force from time to time. In any such eventuality or otherwise at the sole option and discretion of the Owner - Developer may make any variations, additions, omissions, alterations, changes, or modifications in the development of the Township Lands and Township Project.
- q) The Purchaser is made aware and has perused, studied and understood the constitution of the Service Society, rules and regulations thereof, and the resolutions, decisions, etc. taken or adopted from time to time, since inception and incorporation thereof till date. The Purchaser is satisfied, and accept and confirm the same without any reservation, limitation or restriction whatsoever, and shall not be entitled to dispute, challenge or object the same. Generally, the Purchaser shall at all times and from time to time duly and properly abide by, observe and perform the rules, regulations, decisions and resolutions of the Service Society past, present or future, generally.
- r) It will be the sole obligation of the Purchaser to insure the said Flat against all available insurance risks for an amount equal to the market / replacement value of the said Flat, to pay every insurance premium regularly and if demanded by Township Developer / O&M Company / Service Society for the security of neighbourhood to produce the insurance policy/policies or certified copies thereof as well as the receipts for

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- the paid insurance premium to Township Developer / O&M Company / Service Society from time to time as requested by Township Developer/ O&M Company / Service Society.
- s) The common areas will be handed over to Service Society, at the appropriate time after the Project / Township Project is completed and when all the premises are disposed of and all the amounts thereof are recovered by the Township Developer. At the time of registration of conveyance of the common areas (if required), the Purchaser shall pay his share of stamp duty, registration charges and other costs payable, on such conveyance or any document or instrument of transfer in favour of such entity that may be required under the RERA Act, rules, regulations framed thereunder or otherwise under the terms hereof.
31. All the terms, conditions, provisions, stipulations, covenants (Collectively "Stipulations") contained in Booking Agreement, not incorporated herein, or not otherwise dealt with herein shall be deemed to be the integral part of this Conveyance, as if incorporated herein. However, if any matter or thing herein is different or inconsistent with any of such Stipulations, what is recorded and agreed upon herein is final and shall prevail.
32. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to the aforesaid.
33. The Purchaser has specifically agreed to indemnify and keep indemnified the Owner – Developer in respect of what has been agreed, confirmed, represented and covenanted by the Purchaser as aforesaid, and in respect of any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any dispute, challenge, breach, violation, delay or default concerning the same by the Purchaser.
34. The Owner - Developer has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners and also inviting applications or proposals for purchase from prospective purchasers. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised, etc. as aforesaid, what is agreed upon and recorded herein shall prevail.
35. The Purchaser has specifically agreed and undertaken as follows:-
- a) The Purchaser has required eligibility to become member and share holder of the Service Society as per bye-laws, rules and regulations and resolutions of the Service Society, and shall be required to become member and share holder of the Service Society, and shall be bound by all past, present and future rules, regulations, decisions, policies, guidelines, resolutions, etc. of the Service Society.
 - b) The Said Flat will be treated as held by the Purchaser similar to as member and share holder of the Service Society.
 - c) The Purchaser will be admitted and enrolled as regular member of the Service Society upon the Scheme / Project is fully and finally implemented, all Flats / Premises thereof have been sold and disposed of and all the amounts and revenues to be recovered from Scheme / Project by Owner - Developer and agencies claiming under it are fully and finally recovered. However, until then the Purchaser will be bound by all obligations same and similar to as member of the Service Society.
36. In case of any disagreement between the Service Society and the Purchaser as regards any matters provided or not provided herein, the decision of the Owner - Developer shall be final and binding upon the Purchaser.
37. The Purchaser, as the context may require, shall also include his representatives, tenant, licensee, occupiers, visitors, authorised persons, successors, assigns and all and every other person or persons to claim under the Purchaser.
38. The expression " Service Society" / "O&M Company" / "Owner - Developer" shall also mean and include any person authorised or nominated by it or its assignee or transferee.
39. The Purchaser hereby declare that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants before execution hereof.

C. The Township Land is not falling under the disturbed area declared under Gujarat Prohibition of Transfer of Immovable Lands and Provision for Protection of Tenants from Eviction from property in Disturbed Areas Act, 1991 and therefore, the Owner - Developer is not required to obtain any permission under the said Act for the transfer or conveyance thereof under this Deed.

D. All the expenses such as Stamp Duty, Registration Fee, Legal Charges payable to Solicitor, etc. and all other miscellaneous expenses in respect of the documents being these presents being executed by the Owner - Developer in favour of the Purchaser both present and future shall be borne by the Purchaser alone.

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

SCHEDULE-I

(DESCRIPTION OF THE TOWNSHIP LAND)

All those pieces or parcels of non-agricultural lands or grounds, situate, lying and being at Mouje SARKHEJ, Taluka Vejalpur in the District of AHMEDABAD and Registration Sub-District of AHMEDABAD-4 (PALDI) bearing Survey Nos. 325, 326/1, 326/2, 327, 328, 329, 330, 331/1+2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 344, 345/1, 346/1, 346/2, 349 and 350, admeasuring in aggregate approximately 2,75,399 Sq. Yards. equivalent to about 2,30,267 Sq. Mtrs. AS ALSO All those pieces or parcels of non-agricultural lands or grounds situate, lying and being at Mouje SANATHAL, Taluka SANAND in the District of AHMEDABAD and Registration Sub-District of SANAND bearing Old Block Nos. 111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A, 128, 130, 131 and 132 amalgamated into Survey No.111 admeasuring approximately 3,36,602 Sq. Yards. equivalent to about 2,81,440 Sq. Mtrs. and both the parcels of lands aggregate to a total of approximately 6,12,002 Sq. Yards. equivalent to about 5,11,707 Sq. Mtrs.

SCHEDULE-II

(DESCRIPTION OF THE LAND)

All those pieces and parcels of non-agricultural lands or grounds, situate, lying and being at Mouje SANATHAL, Taluka Sanand in the District of AHMEDABAD and Registration Sub-District of SANAND bearing Old Block Nos. 130, 131 and 132 amalgamated into Survey No. 111 Paiki admeasuring approximately 18,321 Sq. Mtrs. equivalent to about 21,911 Sq. Yds.

SCHEDULE-III
(THE SAID FLAT)

All that Flat No. _____ Flat type _____ having carpet area admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mtrs. and having wash area balcony area, admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mtrs., together with share in common areas, gross area popularly known as super built-up area is mutually fixed admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mts. on the _____ Floor in Block No. _____ in the Scheme of "SATYESH RESIDENCY" subject to and part of Applewoods Township together with related undivided, impartible, indivisible, and variable interest in the Land of Said Scheme mentioned in Schedule-I) subject to and in accordance with applicable Provisions herein and that the Said Flat is bounded as follows:

On or towards East by:

On or towards West by:

On or towards North by:

On or towards South by:

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED)
OWNER - DEVELOPER)
APPLEWOODS ESTATE PRIVATE)
LIMITED)
Through its authorized signatory)

MR. _____)

In the presence of:

1 _____

2 _____

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

-: ANNEXURE-B ABOVE REFERRED TO: -
(CONSIDERATION)

RECEIVED of and from the Purchaser herein the sum of Rs. _____/- (Rupees
_____ Only) as per particulars below, being the sale consideration for the Said Flat:

Amount in Rs.	Cheque No.	Date	Name of Bank

-: ANNEXURE-C ABOVE REFERRED TO: -
(FLOOR PLAN)

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

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Flat No. , Floor, "Satyesh Residency", Sanathal, Taluka Sanand, District Ahmedabad.

OWNER - DEVELOPER

PURCHASER

PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF REGISTRATION ACT

POSTAL ADDRESS OF PROPERTY

Flat No. , Floor, "Satyesh Residency", Sanathal, Taluka Sanand, District Ahmedabad.

OWNER - DEVELOPER

PURCHASER

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

OWNER - DEVELOPER AFORESAID

APPLEWOODS ESTATE PRIVATE LIMITED
Through its Authorised Signatory

MR.

PURCHASER AFORESAID
