

AGREEMENT FOR SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this ____ day of _____ , ____

BETWEEN

M/S. SWATI CONSTRUCTION (PAN No. ADEFS8963P) a Partnership Firm registered under the Indian Partnership Act, 1932 having its registered Office at **11th Floor, Signature-1, Nr. Divyabhaskar, Opp. Andaz Party Plot, Makarba, S. G. Highway, Ahmedabad – 380051**, hereinafter referred to as “THE VENDOR ” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

AND

_____ (PAN No. _____) (Aadhar No. _____)

Adult, Occupation _____, having his/her residential address at _____

Hereinafter referred to as **“THE PURCHASER”** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of 3 (Three) separate Deeds of Conveyance executed by Deepak Parmanandbhai Nimbark in favour of the Vendor herein and registered with the office of the Sub-Registrar- Sanand on 29/12/2017 under Serial No.11696, on 29/12/2017 under Serial No.11700 and on 06/07/2017 under Serial No.6010 respectively, the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to:

i) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

ii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.) and Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela,

Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

iii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

Hereinafter for the sake of brevity called as **“The said project Land”** more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the necessary permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 18/01/2018 bearing reference no. PRM/244/11/2017/13 on the terms and conditions mentioned therein.

AND WHEREAS the necessary revise permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 12/07/2019 bearing reference no. PRM/45/1/2019/306 on the terms and conditions mentioned therein.

AND WHEREAS the necessary Permission for using part of the said Project Lands bearing Block No.340, 347 & 357/A for Non Agricultural Residential Use purpose has been granted by the District Development Officer, Ahmedabad by its Order No.TP/JMN/MSL/BKHP/SR-100/Vashi-2842 to 2849, dated 19/09/2008 and by the District Collector, Ahmedabad for the land bearing Final Plot No.81/2 (allotted in lieu of Block No.350/B) for Residential purpose by its Order No.CB/CTS-1/N.A./S.R.-873/2015, dated 17/08/2015 respectively.

Further, Application to obtain revised Non Agricultural Commercial Use Permission for part of the said Project Land has been made with the relevant Authority and same shall be obtain in due course of time.

AND WHEREAS in accordance with the permission and plans duly granted/approved by the Senior/Assistant Town Planner, Ahmedabad bearing No. PRM/244/11/2017/13 dated 18/01/2018 and revise plan approval no. PRM/45/1/2019/306, the Vendor is in process of developing the said Project Lands pursuant to the approved plans by constructing a residential and commercial scheme thereon to be known as **“SWATI CHRYSANTHA”**

comprising of 6 (Six) separate Buildings bearing (1) BLOCK NOS. "A" TO "C", (Residential Flats) wherein each Block is consisting of Basement (parking), Ground Floor (Common Amenities and Parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and (2) BLOCK NOS. "D" TO "F", (Residential Flats plus Commercial Shops) wherein each Block is consisting of Basement (Parking), Ground Floor (Shops, Common Amenities and Parking), First Floor (Shops and Flats), Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential/Commercial Units in the said buildings and Common Plot and Social Use Facilities (Block G) to be provided in the said entire Scheme (hereinafter referred to as "the said Building/Scheme).

AND WHEREAS the Vendor has agreed to sell proportionate undivided share to the extent of _____ **sq. mtrs** in the said project Land together with constructed property being Shop No. _____ on _____ floor admeasuring _____ **sq. fts.** i.e _____ **sq. mts.** (Carpet area) in **Block** _____ of the said project/Scheme known as "**SWATI CHRYSANTHA**" (the said constructed property is hereinafter referred to as "**the said Shop**") more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written.

The above areas have been calculated on the basis of un finished wall surfaces and the purchaser has checked the calculation of the areas and is satisfied with the same and has no disputes in this regards at present and also for future.

AND WHEREAS the certified true copies of the plans and revised plans as sanctioned and approved by the AUDA, are provided to the Purchaser at the time of giving final possession of the said Shop (**Rajachitthi No.:- PRM/244/11/2017/13 as on date:20/01/2018)(Revise New Rajachithhi no:-PRM/45/1/2019/306 as on date :12/07/2019)**)

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at **Gandhinagar** under no. **PR/GJ/AHMEDABAD/SANAND/AUDA/MAA01865/050318**.

AND WHEREAS the carpet area of the said Shop shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Shop as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor’s Architects **ADS Architects** and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said Office is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining Shop in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the Vendor has also provided separate common amenities and facilities for the purchasers of the Residential Units in the said building for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Commercial Units in the said building and vice versa. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of sale consideration of the said Shop agreed to be sold by the Vendor to the Purchaser, as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said Shop with the Purchaser, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Vendor shall construct a residential and commercial project/Buildings/Scheme to be known as **“SWATI CHRYSANTHA”** comprising of 6 (Six) separate Buildings bearing (1) BLOCK NOS. “A” TO “C”, (Residential Shops) wherein each Block is consisting of Basement (parking), Ground Floor (Common Amenities and Parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and (2) BLOCK NOS. “D” TO “F”, (Residential Shops plus Commercial Shops) wherein each Block is consisting of Basement (Parking), Ground Floor (Shops, Common Amenities and Parking), First Floor(Shops and Flats), Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential/Commercial Units in the said buildings and Common Plot and Social Use Facilities (Block G) to be provided in the said entire Scheme as per plans, designs and specifications duly approved by Ahmedabad Urban Development Authority at present or amended (if required) from time to time.

Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Shop agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

Provided that the promoter may make such minor addition or alterations as may be required by allottee or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an

authorised Architect or Engineer after proper declaration and intimation to the allottee.

- 1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said Shop No. _____ on _____ floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet area) of the said project/Scheme known as **“SWATI CHRYSANTHA”** more particularly described in the Second Schedule hereunder written at or for the aggregate price/consideration of **Rs. _____/(Rupees _____ Only)** including the proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Shop, the nature, extent and description of the common areas and facilities, which are more particularly described in the **THIRD AND FIFTH SCHEDULE** hereunder written.
- (ii) The Vendor /Service society /Association of the purchasers shall provide **1** parking space to the Purchaser in the said Scheme without any costs as per the location to be decided by the Vendor in its sole discretion at the time to execution of the Conveyance/Sale Deed.
- (iii) The above mentioned Consideration price has been agreed upon after considering and factoring the input tax credit available on input materials and services as stipulated under the prevalent GST Act. The Purchaser shall not be eligible for any additional/further credit on account of input GST credit availed by the promoter in the project.
- 1.b The total aggregate consideration amount for the Shop, proportionate price of undivided share in the project land and undivided share in the common areas and

facilities appurtenant to the said Shop agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs. _____/-(Rupees _____ Only)**, which the Purchaser hereby agrees.

1.c The Purchaser has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** as part consideration amount and hereby agrees to pay to that Vendor the balance amount of **Rs. _____/- (Rupees _____)** in the following manner as mentioned in Annexure B hereto, or as may be mutually agreed by and between the Vendor and Purchaser.

1.d The total price as stated above excludes:

- (i) Taxes (consisting of tax paid or payable by the Vendor by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the Shop, which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
- (ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Unit as decided at the time of booking of the Unit.
- (iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipment's used or

supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (iii) shall be borne and paid by the Purchaser to the Vendor additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser.

- 1.e The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1.f The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by

the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 6 %, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

- 1.g The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
- 2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Shop to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop.
- 2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Shop to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement

subject to the simultaneous completion of construction by the Vendor as provided in clause I (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is **17370** square meters only and Vendor has planned to utilize Floor Space Index of **29275.60** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of **29275** as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Shop based on the proposed construction and sale of Offices/shops to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.
- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Shop to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of **10 %** per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of **10 %** per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.
- 4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any

amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages in the amount of 5% of the sale consideration amount and any other amount which may be payable to Vendor) within a period of forty five days of the termination, the installments of sale consideration of the Shop which may till then have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages in the amount of 5 % of the sale consideration amount in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

Provided further that on termination of this agreement to sale by purchaser, the purchaser has to bear 1% cancellation charges of total sale consideration value or

such amount of charges as prescribed by Government Authorities to cancel the registered agreement to sale.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Vendor at its option in the said building and the Shop as are set out in **Annexure 'A'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Shop as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.
6. The Vendor shall give possession of the Shop to the Purchaser on or before **30th day of November, 2020**. If the Vendor fails or neglects to give possession of the Shop to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of Shop on the aforesaid date, if the completion of building in which the Shop is to be situated is delayed on account of -

- (i) War, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1** Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Shop, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the Shop to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2** The Purchaser shall take possession of the Shop Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Offices/shops are ready for use and occupancy.
- 7.3** Failure of Purchaser to take Possession of Shop: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Shop from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Shop to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4** If within a period of **five years** from the date of handing over the Shop to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Shop or the building in which the Offices/shops are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision

of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser.

8. The Purchaser shall use the Shop or any part thereof or permit the same to be used only for purpose of commercial use and not for any other purpose including PAN PARLOUR, VIDEO GAME PARLOUR etc. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Shop or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Offices/Shops nor for any illegal or immoral purposes or for the purposes prohibited by law.
9. The Purchaser along with other Purchaser(s) of Offices/shops in the building/Project/Scheme shall join in forming and registering the Service Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection

shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1** Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Shop is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 2 (two) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional monthly contribution of **Rs. ____/-** per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE C** of this Agreement for the said period of 2 (two) years i.e an aggregate amount of **Rs. ____/-** at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 2 (two) years. The Purchaser hereby agrees and confirms that after the initial period of 2 (two) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her

proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor/Service Society a Fixed Maintenance Deposit in the amount of **Rs. ____/- (Rupees____)** which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities. The Purchaser shall also bear any GST or any other tax payable (if levied by government or any other concerned authorities) on the above mentioned Maintenance amount and Fixed Maintenance Deposit. Further, Vendor is not liable to pay any interest on surplus amount of Maintenance amount and Fixed Maintenance Deposit.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Shop shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.
11. The Purchaser shall pay to the Vendor a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. In the event a separate conveyance of the project Land/common areas/assets, building/structure is required to be executed and registered, even though the Vendor has agreed to convey the undivided share in the project Land/common

areas/assets, building/structure to the Purchaser directly, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except a charge created in favour of **PNB HOUSING FINANCE LIMITED** to obtain project loan for the said scheme, which loan pertaining to the said Shop shall be paid by the Vendor to the **PNB HOUSING FINANCE LIMITED** on or before execution of the Deed of Conveyance and necessary No Objection Certificate in that regard shall be obtained by the Vendor before execution and registration of the said Deed of Conveyance.;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/block shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;
- vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Shop Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Shop to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendor shall handover lawful, vacant,

peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;

- x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

- 14. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the Vendor as follows :-

- i. To maintain the Shop at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Shop is taken and shall not do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop is situated and the Shop itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the Shop in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Shop in the building or common areas due to such act of the Purchaser.
- ii. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop is situated, including entrances of the building in which the Shop is situated and in case any damage is caused to the building in which the Shop is situated or the Shop on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local

authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop without the prior written permission of the Vendor and/or the Service Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the project land and the building in which the Shop is situated.
- vii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government

or giving water, electricity or any other service connection to the building in which the Shop is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Shop or part with the possession of the Shop until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Offices/shops therein 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 Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the Shop.
- xiii. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Shop of Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Shop.
- xiv. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.
- xv. The Purchaser hereby agrees that the said Residential/Commercial Building/scheme shall always be known, as **“SWATI CHRYSANTHA”**, and the name shall not be changed in any circumstances whatsoever.
- xvi. The Purchaser hereby agrees that the said Shop shall be used, occupied and enjoyed by the Purchaser as one Shop and the Purchaser shall not divide or sub-divide the same for use as more than one Shop. It has been specifically

agreed that the main door of the said Shop shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Shop other than as made by the Vendor on completion of the construction of the same.

xvii. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the Vendor in that regard.

15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Offices/shops or of the said Plot and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Shop hereby agreed to be sold to him and all open spaces, parking

spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement it shall not further mortgage or create a charge on the Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Shop.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Shop, in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Shop to the total carpet area of all the Offices/shops in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____+

(Purchaser's Address)

(Vendor name)

M/s Swati Construction

(Vendor Address)

**11th Floor, Signature-1, Nr. Divyabhaskar, Opp. Andaz Party Plot,
Makarba, S. G. Highway, Ahmedabad – 380051.**

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and the conveyance of the Shop/undivided proportionate share of land as well as all other documents to be executed by the Vendor in favour of the Purchaser shall be borne by the Purchaser.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of non-agricultural Residential and Commercial Use land bearing (1) Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.), (2) Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted

in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.), (3) Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) and (4) Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) all of Draft T.P. Scheme No.1 situate, lying and being of Mouje Village **SHELA**, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND** and bounded as follows:

On East : - FINAL PLOT 52/3

On West : - FINAL PLOT 192 S.F.R.

On North : - 18 MTR ROAD

On South : - FINAL PLOT 61

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____sq. mtrs. in the project land along with constructed property being Shop No. ____ on ____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Rera Carpet Area) of **Block D/E/F** in the said building/Scheme known as “**SWATI CHRYSANTHA**” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Shop Purchasers therein and the said Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Commercial Unit

Holders

- Lifts
- Passage with lights leading from Ground to First Floor
- Underground Water Tank
- Pump with Motor
- Electric Meter
- Security Cabin; Entrance and Exit Gates

THE FOURTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential Unit

Holders

- Lifts
- Common Open Plot/Lawn
- Children's Play Area
- Passage with lights leading to all the Floors and Cellar
- Overhead Water Tank
- Underground Water Tank
- Pump with Motor
- Electric Meter
- Security Cabin; Entrance and Exit Gates

THE FIFTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential/

Commercial Unit Holders

- Electric Sub-station
- Drainage Lines – Manhole Connections
- Service Lines in Basement
- Electric Meter Room

- Sewerage Treatment Plant (if Applicable)

**SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR**

Swati Construction

Partner

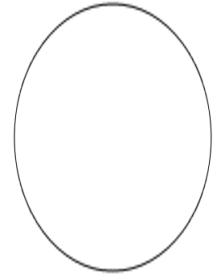
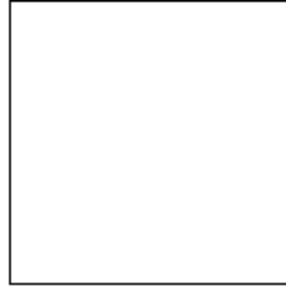
Mr. Ashok Radheshyam Agrawal

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor

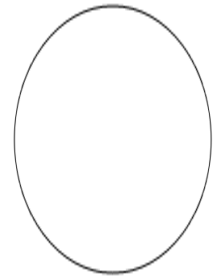
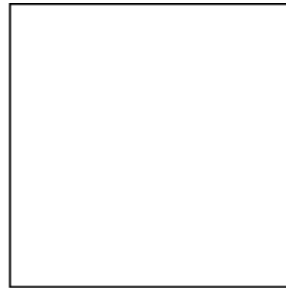
Swati Construction

Designated Partner



(Mr. Ashok Radheshyam Agrawal)

PURCHASER



()

In the presence of witness

1. _____

2. _____

ANNEXURE - A

Specifications of Unit

- **Main Door** :- M S Shutter
- **Flooring** :- Vitrified tiles
- **Bathroom / Toilets** :- Bathroom fitting by plumber / jaquar /equivalent with glazed ceramic tiles
- **Walls** :- Ready to paint with putty finish
- **Electrification** :- Concealed copper wiring & modular switches

ANNEXURE- B:PAYMENT SHCHEDULE

The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs

.....(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

ANNEXURE- C:

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

AGREEMENT FOR SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____ of _____ , _____

BETWEEN

M/s. Swati Construction (PAN No. ADEFS8963P) a Partnership Firm registered under the Indian Partnership Act, 1932 having its registered Office at 11th Floor, Signature-1, Nr. Divyabhaskar, Opp. Andaz Party Plot, Makarba, S. G. Highway, Ahmedabad – 380051 hereinafter referred to as **“THE VENDOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

AND

_____ (PAN No. _____) (Aadhar No. _____)

Adult, Occupation _____, having his/her residential address at _____

Hereinafter referred to as “**THE PURCHASER**“ (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of 3 (Three) separate Deeds of Conveyance executed by Deepak Parmanandbhai Nimbark in favour of the Vendor herein and registered with the office of the Sub-Registrar- Sanand on 29/12/2017 under Serial No.11696, on 29/12/2017 under Serial No.11700 and on 06/07/2017 under Serial No.6010 respectively, the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to:

i) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

ii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.) and Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

iii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq.

Mtrs.) Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

Hereinafter for the sake of brevity called as “**The said project Land**” more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the necessary permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 18/01/2018 bearing reference no. PRM/244/11/2017/13 on the terms and conditions mentioned therein.

AND WHEREAS the necessary revise permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 12/07/2019 bearing reference no. PRM/45/1/2019/306 on the terms and condition mentioned therein.

AND WHEREAS the necessary Permission for using part of the said Project Lands bearing Block No.340, 347 & 357/A for Non Agricultural Residential Use purpose has been granted by the District Development Officer, Ahmedabad by its Order No.TP/JMN/MSL/BKHP/SR-100/Vashi-2842 to 2849, dated 19/09/2008 and by the District Collector, Ahmedabad for the land bearing Final Plot No.81/2 (allotted in lieu of Block No.350/B) for Residential purpose by its Order No.CB/CTS-1/N.A./S.R.-873/2015, dated 17/08/2015 respectively.

Further, Application to obtain revised Non Agricultural Commercial Use Permission for part of the said Project Land has been made with the relevant Authority and same shall be obtain in due course of time.

AND WHEREAS in accordance with the permission and plans duly granted/approved by the Senior/Assistant Town Planner, Ahmedabad bearing No. PRM/244/11/2017/13 dated 18/01/2018, and revise plan approval no. PRM/45/1/2019/306 the Vendor is in process of developing the said Project Lands pursuant to the approved plans by constructing a residential and commercial scheme thereon to be known as **“SWATI CHRYSANTHA”** comprising of 6 (Six) separate Buildings bearing (1) BLOCK NOS. “A” TO “C”, (Residential Flats) wherein each Block is consisting of Basement (parking), Ground Floor (Common Amenities and Parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and (2) BLOCK NOS. “D” TO “F”, (Residential Flats plus Commercial shops) wherein each Block is consisting of Basement (Parking), Ground Floor (Shops, Common Amenities and Parking), First Floor (Shops and flats), Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential/Commercial Units in the said buildings and Common Plot and Social Use Facilities (Block G) to be provided in the said entire Scheme (hereinafter referred to as “the said Building/Scheme).

AND WHEREAS the Vendor has agreed to sell proportionate undivided share to the extent of ____ **sq. mtrs** in the said project Land together with constructed property being **Flat No.**____ on ____**Floor** admeasuring ____ **sq. fts.** i.e ____ **sq. mts.** (Carpet area) in **BLOCK** ____ of the said project/Scheme known as **“SWATI CHRYSANTHA”** (the said constructed property is hereinafter referred to as **“the said flat”**) more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein. The common amenities and facilities to be provided in the said

project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written.

The above areas have been calculated on the basis of unfurnished wall surfaces and the purchaser has checked the calculation of the areas and is satisfied with the same and has no disputed in this regards at present and also for future.

AND WHEREAS the certified true copies of the Plans and revised plans as sanctioned and approved by the AUDA, are provided to the Purchaser at the time of giving final possession of the Said flat. **(Rajachitthi No.- PRM/244/11/2017/13 as on Date- 20/01/2018) (Revise New Rajachithhi no:- PRM/45/1/2019/306 as on date 12/07/2019)**

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at **Gandhinagar** under no. **PR/GJ/AHMEDABAD/SANAND/AUDA/MAA01865/050318.**

AND WHEREAS the carpet area of the said flat shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said flat as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor’s Architects **ADS Architects** and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said flat is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining flats in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the Vendor has also provided separate common amenities and facilities for the purchasers of the Commercial Units in the said Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units in the said Scheme and vice versa. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____/- (**Rupees** _____ **Only**) being part payment of sale consideration of the said flat agreed to be sold by the Vendor to the Purchaser, as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said flat with the Purchaser, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Vendor shall construct a residential and commercial project/Buildings/Scheme to be known as **“SWATI CHRYSANTHA”** comprising of 6 (Six) separate Buildings bearing (1) BLOCK NOS. “A” TO “C”, (Residential flats) wherein each Block is consisting of Basement (parking), Ground Floor (Common Amenities and Parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and (2) BLOCK NOS. “D” TO “F”, (Residential flats plus Commercial shops) wherein each Block is consisting of Basement (Parking), Ground Floor (Shops, Common Amenities and Parking), First Floor(shop and flats), Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential/Commercial Units in the said buildings and Common Plot and Social Use Facilities (Block G) to be provided in the said entire Scheme as per plans, designs and specifications duly approved by Ahmedabad Urban Development Authority at present or amended (if required) from time to time.

Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the

said flat agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

Provided that the promoter may make such minor addition or alterations as may be required by Allottee or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Allottee

- 1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said **Flat No** _____ on _____ **Floor** admeasuring _____sq. fts. i.e _____ sq. mts. (Carpet area) in **BLOCK** __ of the said project/Scheme known as **“SWATI CHRYSANTHA”** more particularly described in the Second Schedule hereunder written at or for the aggregate price/consideration of **Rs.** _____/- (**Rupees Forty Four Lakh Seventeen Thousand Only**) including the proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said flat, the nature, extent and description of the common areas and facilities, which are more particularly described in the **THIRD SCHEDULE** and **FIFTH SCHEDULE** hereunder written.
- (ii) The Vendor /Service society /Association of purchasers shall provide **1** parking space to the Purchaser in the said Scheme without any costs as per the location to be decided by the Vendor in its sole discretion at the time to execution of the Conveyance/Sale Deed.
- (iii) The above mentioned Consideration price has been agreed upon after considering and factoring the input tax credit available on input materials and services as stipulated under the prevalent GST act. The purchaser shall not be eligible for any additional/further credit on account of input GST credit availed by the promoter in the project.
- 1.b The total aggregate consideration amount for the flat, proportionate price of undivided share in the project land and undivided share in the common areas and

facilities appurtenant to the said flat agreed to be sold hereunder shall be as mentioned herein above i.e. **Rs. _____/- (Rupees _____ Only)**, which the Purchaser hereby agrees.

1.c The Purchaser has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** as part consideration amount and hereby agrees to pay to that Vendor the balance amount of **Rs. _____/- (Rupees _____ Only)** in the following manner as mentioned in **Annexure B** hereto, or as may be mutually agreed by and between the Vendor and Purchaser.

1.d The total price as stated above excludes:

- (i) Taxes (consisting of tax paid or payable by the Vendor by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the flat, which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
- (ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Unit as decided at the time of booking of the Unit.
- (iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipment's used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (iii) shall be borne and paid by the Purchaser to the Vendor additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor.

Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser.

- 1.e The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1.f The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of **6 %**, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.
- 1.g The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
- 2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter

and shall before handing over possession of the flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat.

- 2.2** Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the flat to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause I (c) herein above. ("Payment Plan").

- 3.** The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is **17370** square meters only and Vendor has planned to utilize Floor Space Index of **29275.60** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of **29275** as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

- 4.1** If the Vendor fails to abide by the time schedule for completing the project and handing over the flat to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of **10%** per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest

at the rate of **10 %** per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

- 4.2** Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages in the amount of **5%** of the sale consideration amount and any other amount which may be payable to Vendor and any other amount which may be payable to Vendor) within a period of forty five days of the termination, the installments of sale consideration of the flat which may till then have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages in the amount of **5%** of sales consideration amount in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

Provided further that on termination of this agreement to sale by purchaser, the purchaser has to bear **1%** cancellation charges of total sale consideration value or such amount of charges as prescribed by Government Authorities to cancel the registered agreement to sale.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Vendor at its option in the said building and the flat as are set out in **Annexure 'A'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the flat as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.
6. The Vendor shall give possession of the flat to the Purchaser on or before **30th day of November, 2020**. If the Vendor fails or neglects to give possession of the flat to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the flat with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of -

- (i) War, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the flat, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the flat to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as

determined by the Vendor or Service Society/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2** The Purchaser shall take possession of the flat Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said flats are ready for use and occupancy.
- 7.3** Failure of Purchaser to take Possession of flat: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the flat from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4** If within a period of **five years** from the date of handing over the flat to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the flat or the building in which the flats are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser.
- 8.** The Purchaser shall use the flat or any part thereof or permit the same to be used only for purpose of residential use and not for commercial purpose or any other purpose like any educational/vocational classes, hostel/hotel use, etc The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said flat or permit the same to be used in

a manner which may or is likely to cause nuisance or annoyance to occupiers of the other flats nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The Purchaser along with other Purchaser(s) of flats in the building/Project/Scheme shall join in forming and registering the Service Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 2 (two) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional monthly contribution of **Rs. 2,872/-** per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE C** of this Agreement for the said period of 2 (two) years i.e an aggregate amount of **Rs. 68,928/-** at the time of execution of the

Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 2 (two) years. The Purchaser hereby agrees and confirms that after the initial period of 2 (two) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor/Service Society a Fixed Maintenance Deposit in the amount of **Rs. 1,43,600/- (Rupees One lakh Forty Three Thousand Six Hundred Only)** which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities. The Purchaser shall also bear any GST or any other tax payable (if levied by government or any other concerned authorities) on the above mentioned Maintenance amount and Fixed Maintenance Deposit. Further, Vendor is not liable to pay any interest on surplus amount of Maintenance amount and Fixed Maintenance Deposit.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said flat shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.
11. The Purchaser shall pay to the Vendor a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. In the event a separate conveyance of the project Land/common areas/assets, building/structure is required to be executed and registered, even though the Vendor has agreed to convey the undivided share in the project Land/common

areas/assets, building/structure to the Purchaser directly, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except a charge created in favour of **PNB HOUSING FINANCE LIMITED** to obtain project loan for the said scheme, which loan pertaining to the said flat shall be paid by the Vendor to the **PNB HOUSING FINANCE LIMITED** on or before execution of the Deed of Conveyance and necessary No Objection Certificate in that regard shall be obtained by the Vendor before execution and registration of the said Deed of Conveyance.;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities

with respect to the Project, project land and said building/block shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;

- vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said flat Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;
- x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
- 14.** The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the flat may come, hereby covenants with the Vendor as follows :-
- i. To maintain the flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the flat in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other flat in the building or common areas due to such act of the Purchaser.
 - ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the

Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Vendor and/or the Service Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the project land and the building in which the flat is situated.
- vii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this flat or part with the possession of the flat until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the flats therein 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 Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the flat. Further, a specific place for putting up cloth hanging rack shall be provided by the Vendor and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place within or outside the said Flat

- xiii. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the flat of Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said flat.
- xiv. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.
- xv. The Purchaser hereby agrees that the said Residential/Commercial Building/scheme shall always be known, as **“SWATI CHRYSANTHA”**, and the name shall not be changed in any circumstances whatsoever.
- xvi. The Purchaser hereby agrees that the said flat shall be used, occupied and enjoyed by the Purchaser as one flat and the Purchaser shall not divide or sub-divide the same for use as more than one flat. It has been specifically agreed that the main door of the said flat shall not be changed, altered in size or location. No other door, window or opening shall be made in the said flat other than as made by the Vendor on completion of the construction of the same.
- xvii. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates -

price - consideration and terms and conditions as may be fixed by the Vendor in that regard.

15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said flats or of the said Plot and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.
17. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Vendor executes this Agreement it shall not further mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such flat.
18. **BINDING EFFECT**
Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not

rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flats in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser: _____

Purchaser's Address: _____

Vendor name: M/s. Swati Construction

Vendor Address: 11th Floor, Signature-1, Nr. Divyabhaskar, Opp. Andaz Party Plot, Makarba, S. G. Highway, Ahmedabad – 380051.

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement and the conveyance of the flat /undivided proportionate share of land as well as all other documents to be executed by the Vendor in favour of the Purchaser shall be borne by the Purchaser.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of non-agricultural Residential and Commercial Use land bearing (1) Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.), (2) Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.), (3) Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) and (4) Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) all of Draft T.P. Scheme No.1 situate, lying and being of Mouje Village **SHELA**, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND** and bounded as follows:

On East : - FINAL PLOT 52/3

On West : - FINAL PLOT 192 S.F.R.

On North : - 18 MTR ROAD

On South : - FINAL PLOT 61

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs in the project land along with constructed property being **Flat No. _____** on _____ **Floor** admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet Area) of **BLOCK _____** in the said building/Scheme known as **“SWATI CHRYSANTHA”** constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other flat Purchasers therein and the said Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential Unit Holders

- Lifts
- Common Open Plot/Lawn
- Swimming Pool and Children's Play Area
- Passage with lights leading to all the Floors and Cellar
- Overhead Water Tank
- Underground Water Tank
- Pump with Motor
- Electric Meter
- Security Cabin; Entrance and Exit Gates

THE FOURTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Commercial Unit Holders

- Lifts
- Passage with lights leading from Ground to First Floor
- Underground Water Tank
- Pump with Motor
- Electric Meter
- Security Cabin; Entrance and Exit Gates

THE FIFTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Commercial and Residential Unit Holders

- Electric Sub-station
- Drainage Lines – Manhole Connections
- Service Lines in Basement
- Electric Meter Room

**SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR**

Swati Construction Partners

Mr. Ashok Radheshyam Agrawal

In the presence of witness

1._____

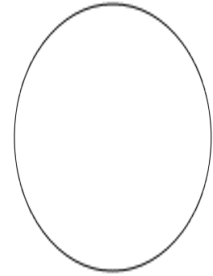
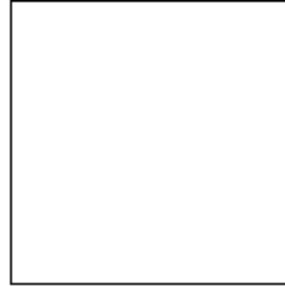
2._____

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor

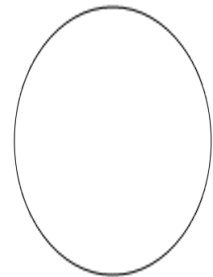
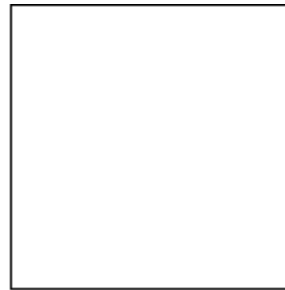
M/s Swati Construction

Partner



Mr. Ashok Radheshyam Agrawal

PURCHASER/S



()

ANNEXURE – A
Specification of Unit

- **Main Door :-** M S Shutter
- **Flooring :-** Vitrified tiles
- **Bathroom / Toilets :-** Bathroom fitting by plumber / jaquar /equivalent with glazed ceramic tile
- **Walls :-** Ready to paint with putty finish
- **Electrification :-** Concealed copper wiring & modular switches

ANNEXURE – B

The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs

.....(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Annexure C:

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

DEED OF CONVEYANCE

THIS INDENTURE made at Ahmedabad this _____day of _____, 2017 by and between:

M/S. SWATI CONSTRUCTION (P.A.No. **ADEFS8963P**) a Partnership Firm registered under the Indian Partnership Act, 1932 having its registered Office at A11th Floor Signature-1, Near Divya Bhaskar, S.G.Highway, Ahmedabad-380051, hereinafter referred to as “THE VENDOR” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

AND

SHRI/SMT _____ Adult, Occupation Business, having his/her residential address at _____, Ahmedabad,

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as “**THE PURCHASER**” (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs,

executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of 3 (Three) separate Deeds of Conveyance executed by Deepak Parmanandbhai Nimbark in favour of the Vendor herein and registered with the office of the Sub-Registrar- Sanand on 29/12/2017 under Serial No.11696, on 29/12/2017 under Serial No.11700 and on 06/07/2017 under Serial No.6010 respectively, the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to:

- i) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**
- ii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.) and Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**
- iii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

Hereinafter for the sake of brevity called as “**The said project Land**” more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the necessary permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 18/01/2018 bearing reference no. PRM/244/11/2017/13 on the terms and conditions mentioned therein.

AND WHEREAS the necessary revise permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 12/07/2019 bearing reference no. PRM/45/1/2019/306 on the terms and conditions mentioned therein.

AND WHEREAS the necessary Permission for using part of the said Project Lands bearing Block No.340, 347 & 357/A for Non Agricultural Residential Use purpose has been granted by the District Development Officer, Ahmedabad by its Order No.TP/JMN/MSL/BKHP/SR-100/Vashi-2842 to 2849, dated 19/09/2008 and by the District Collector, Ahmedabad for the land bearing Final Plot No.81/2 (allotted in lieu of Block No.350/B) for Residential purpose by its Order No.CB/CTS-1/N.A./S.R.-873/2015, dated 17/08/2015 respectively.

And WHEREAS the necessary revised permission for using part of the said Project Lands for Non Agricultural Commercial Use purpose has been granted by the District Collector, Ahmedabad by its Order No._____ dated _____.

AND WHEREAS in accordance with the permission and plans duly granted/approved by the Senior/Assistant Town Planner, Ahmedabad bearing No. PRM/244/11/2017/13 dated 18/01/2018, the Vendor is in process of developing the said Project Lands pursuant to the approved plans by constructing a residential and commercial scheme thereon to be known as **“SWATI CHRYSANTHA”** comprising of 6 (Six) separate Buildings bearing (1) BLOCK NOS. “A” TO “C”, (Residential Flats) wherein each Block is consisting of Basement (parking), Ground Floor (Common Amenities and Parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, (Fourteenth Floor , Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and (2) BLOCK NOS. “D” TO “F”, (Residential Flats plus Commercial Shops) wherein each Block is consisting of Basement (Parking), Ground Floor (Shops, Common Amenities and Parking), First Floor(Shops and Flats), Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential/Commercial Units in the said buildings and Common Plot and Social Use Facilities (Block G) to be provided in the said entire Scheme (hereinafter referred to as “the said Building/Scheme).

AND WHEREAS the said Building/Scheme is completed in all respects and necessary Building Use Permission has been issued by _____ dated _____ bearing No._____.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no._____; a certified true copy of the said registration is attached as **Annexure ‘1’** hereto.

AND WHEREAS the Vendor has assured that the title to the said land together with the said Building is clear, marketable and free from reasonable doubts, which has been duly accepted by the Purchaser.

AND WHEREAS the Vendor has/had agreed to sell proportionate undivided share to the extent of _____ sq. mts. in the said Land together with constructed property being Shop No._____ admeasuring _____ sq. fts. equivalent to _____ sq. mts. (Carpet Area) situated on _____ Floor in Block No._____ of the said building/Scheme known as “**SWATI CHRYSANTHA**” (the said constructed property is hereinafter referred to as “the said Shop”) more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided for the commercial shop/unit purchasers in the said Building/Scheme to be used in common with other Purchasers therein which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written (the said proportionate undivided share in the said Land, the said Shop and Common Amenities and facilities provided in the said Building/Scheme shall hereinafter be collectively referred to as “the said Property”) to the Purchaser and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration of Rs._____-/- (Rupees _____ Only), which total price/consideration includes Rs._____-/- (Rupees _____ Only) being the proportionate price of the undivided share in the said land, and common areas and facilities provided in the said Scheme.

AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SELL dated _____ with respect to the said Shop which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar Ahmedabad – ____ (_____) on _____ under Serial No. _____ on the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

AND WHEREAS, the Vendor shall provide _____ allotted car parking space in the said Scheme which can be used only by said Purchaser/s, which location number shall be informed to the Purchaser in due course. The Purchaser shall not be entitled to use any other parking place in the said building/scheme, which the Purchaser has agreed.

AND WHEREAS the Vendor has also provided separate common amenities and facilities for the purchasers of the Residential Units in the Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units in the said Scheme and vice versa, which the Purchaser has hereby agreed. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme, certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS the Purchaser has now requested the Vendor to execute a Deed of Conveyance of the said property in his/her/their/its favour in the manner as if hereinafter appearing to which the Vendor have agreed.

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion with right to use all the common amenities and facilities provided in the said building/Scheme and to be used in common with other Purchaser/s by Deed of Conveyance also similar to these presents.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs. _____/- (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in **Annexure A** hereto (The receipt of the said sum of Rs. _____/- [Rupees _____ Only] the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser) the Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever the said property AND ALSO together with all the deeds, documents, writings and other evidences of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Vendor into, out of, or upon the said property or any part thereof, TO HAVE and TO HOLD ALL and singular the said property hereby granted, released, conveyed and assured unto and to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof SUBJECT TO the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Revenue Authority or any other local body or authority in respect thereof AND the said Vendor do hereby covenants with the Purchaser, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or executed knowingly or willingly suffered to the contrary, it the Vendor now has in itself good right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser in the manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits thereof and of every

part thereof to and for his/her/its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND further that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will at all times hereinafter at the request and at the cost of the Purchaser do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

That the Vendor declares that the said Shop is its absolute property and further declare that the said Shop is in its exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by it.

That the Vendor hereby declares that the Vendor has not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act, Income Tax Act, 1961, Gujarat Public Moneys (Recovery of Dues) Act, Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set-back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the

terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor.

The Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said Shop have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc.

The Vendor declares that no attachment under any legal judgement is levied on the said Shop and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said Shop in any manner of whatsoever nature either under interim injunction or otherwise.

That the Vendor has handed over the actual, physical and vacant possession of the said constructed Shop complete in all respects to the purchaser as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Shop as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basis construction work and confirm that there are no patent defects in the construction and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same still however If within a period of **five years** from the date of handing over the Shop to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Shop or the building in which the Shop are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser.

The Purchaser hereby agrees to abide by all byelaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Shop and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.

The Purchaser hereby agrees and declares that he/she/it shall maintain and/or cause to be maintained the interior and exterior of the said Shop in such a manner that the elevation of the building and the lay-out of the common amenities is/are not disturbed and structure thereof is not damaged in any manner.

The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever.

The Purchaser hereby covenants to keep the said Shop, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the Building/Block other than the said Shop at his/her/its own costs and expenses.

The Purchaser shall use the said constructed Shop only for commercial use purpose. The Purchaser hereby irrevocably agrees that apart from commercial use purpose, the Purchaser shall not to use the said constructed Unit or any part thereof for any educational/vocational classes, hostel/hotel, garage, pan parlour, and video game parlour. The Purchaser shall not use the said constructed Shop in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed Shop/s nor for any illegal or immoral purpose. **(CHECK THE RESTRICTED USE AND DISCUSS)**

The Purchaser hereby agrees and declares that, the Purchaser shall not at any time demolish or cause to be demolished the said Shop or any part thereof so as to cause damage to the same in any manner and shall not make any alterations in the elevations and outside colour scheme of the said constructed Building/Block. The Purchaser shall be not entitled to remove any Column/Beam within the said constructed Shop in any circumstances whatsoever. The Purchaser hereby agrees

that any internal changes/renovations in the said Shop shall be done only with prior written approval of the Vendor/its Architect/Service Society which shall be given subject to such conditions as may be deemed necessary by the Vendor/its Architect/Service Society. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Shop. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Shops /Building in any manner due to such renovations being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damage/s caused to other constructed Shops/Building without any delay or demur whatsoever.

The purchaser hereby agrees and declares that, the Purchaser shall not remove any windows or rallying or will not change colour scheme of the same. The Purchaser shall not erect any new wall which will result in a change in the elevation of the constructed Building/Blocks and shall not enclose any open areas, if provided in the said constructed Shop in any manner whatsoever.

The Purchaser hereby agrees and declares that the said Shop shall be used, occupied and enjoyed by the Purchaser as one Shop and the Purchaser shall not divide or sub-divide the same for use as more than one Shop. Further, the Purchaser hereby agrees that that the main door of the said Shop shall not be changed, altered in size or location and no other door, window or opening shall be made in the said Shop other than as made by the Vendor on completion of the said Shop in accordance with the approved plans thereof.

The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor A.C. units only at the prefixed locations as suggested by Vendor.

The purchaser hereby agrees and declares that, the Purchaser shall not throw any kind of dirt, garbage or other refuse or permit the same to be thrown out from the Shop and specifically any debris shall not be thrown from the repair or renovation of the Shop in the compound of the said Scheme or any portion of the said Block/Building.

The purchaser hereby agrees and declares that, the Purchaser shall be entitled to put his/her/its name plate/Board only on the place, and in the color and size as decided by the Vendor at entrance of said building and the Purchaser shall not put any other name plate or Board on any other part of the building except on the door of the said Shop.

The Purchaser shall permit the Vendor/Service Society and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Shop or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the Vendor/Service Society to the Purchaser or for the purpose of making 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 belonging to or surviving or used for the Building/Block 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 purposes as may be required, however the expenses for the same have to be paid by the Purchaser without any demur.

The purchaser hereby agrees and declares that ,the Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the “Association of Allottee”

The Purchaser hereby agree and bind himself/herself/itself to become member of a Service Society namely THE _____ CO.OPERATIVE HOUSING SERVICE SOCIETY LIMITED duly incorporated under the Gujarat Co-operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co-operative Societies, Ahmedabad under Serial No. _____ dated _____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as “**SWATI CHRYSANTHA**” and the Purchaser agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up-keeping of said entire Scheme known as “**SWATI CHRYSANTHA**” as may be levied for the time by the said Vendor/Society. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial period of 24 months and accordingly the Vendor shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in **SIXTH SCHEDULE** hereunder for the initial period of 24 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Society a non-refundable lump-sum fixed maintenance deposit amount as decided/ directed by the Vendor/Society and the interest/income derived from the said fixed deposit

amount as also from the proportionate similar amounts to be paid by the other Purchasers of the Building/Scheme shall also be utilized by the Vendor/Society towards common expenses, maintenance and other expenses to be incurred by the Vendor/Society. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The purchaser hereby agrees and undertakes that the Purchaser shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by AUDA or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others.

The Vendor has also provided separate common amenities and facilities for the purchasers of the Residential Units in the Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Commercial Units in the said Scheme, which the Purchaser has hereby agreed. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

If the present construction of said Block/building upon the said land is destroyed and/or demolished and /or required to be pulled down by any reason whatsoever and in that event as and when new construction is required to be made upon the said land then and in such event the different Purchasers of different constructed Shops of the said Block including the purchaser herein through the said Service Society shall be entitled to construct the building of such carpet area which would be consistent with the present proportionate holding of the Block/building

construction taking into consideration the floor space index permissible at the time the new construction is required to be made and every Purchaser of different Shops/Units/Flats of the Block/building through the said Service Society shall be required to make a new construction at the same place at which the original construction owned by the Purchaser is situated and every Purchaser of a part of the construction is required to bear proportionate cost on the basis of the floor space index.

The Purchaser hereby agrees that the entire scheme is and will always be known as **“SWATI CHRYSANTHA”** and the said name shall not be changed in any circumstances whatsoever.

That the Purchaser shall be entitled to get transferred the said Shop in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.

THE Vendor declares that the Vendor does possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction.

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

Any dispute between parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

THE VENDOR declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of “Disturbed Areas” as

mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor in favour of the Purchaser both present and future shall be borne by the Purchaser alone.

The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

SEVERABILITY CLAUSE

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of non-agricultural Residential and Commercial Use land bearing (1) Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.), (2) Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.), (3) Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) and (4) Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) all of Draft T.P. Scheme No.1 situate, lying and being of Mouje Village **SHELA**, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND** and bounded as follows:

On East :-
 On West :-
 On North :-
 On South :-

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Shop No. _____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet) of Block _____ in the said building/Scheme known as “**SWATI CHRYSANTHA**” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Shop Purchasers therein and the said Unit is bounded as follows:

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

THE THIRD SCHEDULE ABOVE REFERRED TO
Description of Common Amenities and Facilities to be used by the
Commercial Unit Holders

- * Lifts **(please confirm if lift is being provided)**
- * Passage with lights leading from Ground to Second Floor
- * Separate Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates
- * Parking only in front of the Commercial Unit.

THE FOURTH SCHEDULE ABOVE REFERRED TO
Description of Common Amenities and Facilities to be used by the Residential
Unit Holders

(NOTE: CHECK AND DISCUSS)

- * Lifts
- * Common Open Plot/Lawn
- * Swimming Pool and Children's Play Area
- * Passage with lights leading to all the Floors and Cellar
- * Over head Water Tank
- * Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

THE FIFTH SCHEDULE ABOVE REFERRED TO

- Electric Sub-station
- Drainage Lines – Manhole Connections
- Service Lines in Basement
- Electric Meter Room
- Sewerage Treatment Plant (if Applicable)

THE SIXTH SCHEDULE ABOVE REFERRED TO

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

VENDOR :

PURCHASER :-

Address of Property :-

Shop No. _____
_____ Floor Block No. _____

“SWATI CHRYSANTHA”

Ahmedabad

VENDOR :

PURCHASER :-

Address of Property :-

Shop No. _____
_____ Floor Block No. _____

“SWATI CHRYSANTHA”

Ahmedabad

SIGNED AND DELIVERED BY
THE WITHINNAMED VENDOR

M/s. Swati Construction
THROUGH ITS AUTHORISED
PARTNER/SIGNATORY

Mr.

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY
THE WITHINNAMED PURCHASER
SHRI/SMT.

In the presence of :

- 1.
- 2.

ANNEXURE A

MEMO OF CONSIDERATION

<u>Date</u>	<u>Bank</u>	<u>Cheque No.</u>	<u>Amount</u>
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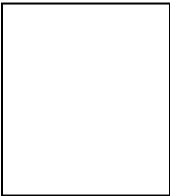
Total Rs.

WE SAY RECEIVED
For **M/s. Swati Construction**

Authorized Signatory

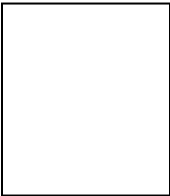
SCHEDULE AS PER SECTION 32/A
OF THE INDIAN REGISTRATION ACT

VENDOR :-
M/s. Swati Construction



Shri
Authorised signatory

PURCHASER



DEED OF CONVEYANCE

THIS INDENTURE made at Ahmedabad this _____day of _____, 2020 by and between:

M/S. SWATI CONSTRUCTION (P.A.No. ADEFS8963P) a Partnership Firm registered under the Indian Partnership Act, 1932 having its registered Office at A/809, Safal Pegasus, Nr. Prahladnagar Garden, 100 Feet Road, Anandnagar, Vejalpur, Ahmedabad-380051 hereinafter referred to as “THE VENDOR ” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

AND

SHRI/SMT _____ Adult, Occupation Business, having his/her residential address at _____, Ahmedabad,

OR

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

OR

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as “**THE PURCHASER**” (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors,

administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of 3 (Three) separate Deeds of Conveyance executed by Deepak Parmanandbhai Nimbark in favour of the Vendor herein and registered with the office of the Sub-Registrar- Sanand on 29/12/2017 under Serial No.11696, on 29/12/2017 under Serial No.11700 and on 06/07/2017 under Serial No.6010 respectively, the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to:

- i) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**
- ii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.) and Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) of Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**
- iii) All that piece or parcel of freehold non-agricultural land bearing Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) Draft T.P. Scheme No.1 of Mouje Shela, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND**

Hereinafter for the sake of brevity called as “**The said project Land**” more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the necessary permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 18/01/2018 bearing reference no. PRM/244/11/2017/13 on the terms and conditions mentioned therein.

AND WHEREAS the necessary permission for amalgamation of the said Project Land bearing aforesaid Final Plot Nos. 72/2+(78/2+81/2)+87/2 was duly granted by Senior Town Planner, AUDA, Ahmedabad on 12/07/2019 bearing reference no. PRM/45/1/2019/306 on the terms and conditions mentioned therein.

AND WHEREAS the necessary Permission for using part of the said Project Lands bearing Block No.340, 347 & 357/A for Non Agricultural Residential Use purpose has been granted by the District Development Officer, Ahmedabad by its Order No.TP/JMN/MSL/BKHP/SR-100/Vashi-2842 to 2849, dated 19/09/2008 and by the District Collector, Ahmedabad for the land bearing Final Plot No.81/2 (allotted in lieu of Block No.350/B) for Residential purpose by its Order No.CB/CTS-1/N.A./S.R.-873/2015, dated 17/08/2015 respectively.

And WHEREAS the necessary revised permission for using part of the said Project Lands for Non Agricultural Commercial Use purpose has been granted by the District Collector, Ahmedabad by its Order No._____ dated _____.

AND WHEREAS in accordance with the permission and plans duly granted/approved by the Senior/Assistant Town Planner, Ahmedabad bearing No. PRM/244/11/2017/13 dated 18/01/2018 and revise plan approval no. PRM/45/1/2019/306 dated 12/07/2019, the Vendor is in process of developing the said Project Lands pursuant to the approved plans by constructing a residential and commercial scheme thereon to be known as **“SWATI CHRYSANTHA”** comprising of 6 (Six) separate Buildings bearing (1) BLOCK NOS. “A” TO “C”, (Residential Flats) wherein each Block is consisting of Basement (parking), Ground Floor (Common Amenities and Parking), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and (2) BLOCK NOS. “D” TO “F”, (Residential Flats plus Commercial Shops) wherein each Block is consisting of Basement (Parking), Ground Floor (Shops, Common Amenities and Parking), First Floor(Shops and Flats), Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor,

Thirteenth Floor, Fourteenth Floor ,Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential/Commercial Units in the said buildings and Common Plot and Social Use Facilities (Block G) to be provided in the said entire Scheme (hereinafter referred to as “the said Building/Scheme).

AND WHEREAS the said Building/Scheme is completed in all respects and necessary Building Use Permission has been issued by _____ dated _____ bearing No._____.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no._____; a certified true copy of the said registration is attached as **Annexure ‘1’** hereto.

AND WHEREAS the Vendor has assured that the title to the said land together with the said Building is clear, marketable and free from reasonable doubts, which has been duly accepted by the Purchaser.

AND WHEREAS the Vendor has/had agreed to sell proportionate undivided share to the extent of _____ sq. mts. in the said Land together with constructed property being Residential Unit No._____ admeasuring _____ sq. fts. equivalent to _____ sq. mts. (Carpet Area) along with Balcony/Verandha admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Residential Unit and Wash Area Balcony admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Residential Unit situated on _____ Floor in Block No._____ of the said building known as “**SWATI CHRYSANTHA**” (the said constructed property is hereinafter referred to as “the said Flat”) more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written (the said proportionate undivided share in the said Land, the said Flat and Common Amenities and

facilities provided in the said Building/Scheme shall hereinafter be collectively referred to as “the said Property”) to the Purchaser and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration of Rs._____/ - (Rupees _____ Only), which total price/consideration includes the proportionate price of the undivided share in the said land, and common areas and facilities provided in the said Scheme.

AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SELL dated _____ with respect to the said Property which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar Ahmedabad – ____ (_____) on _____ under Serial No._____ on the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

AND WHEREAS, the Vendor shall provide _____ allotted car parking space in the said Scheme which can be used only by said Purchaser/s, which location number shall be informed to the Purchaser in due course. The Purchaser shall not be entitled to use any other parking place in the said building/scheme, which the Purchaser has agreed.

AND WHEREAS the Vendor has also provided separate common amenities and facilities for the purchasers of the Commercial Units in the Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units in the said Scheme and vice versa, which the Purchaser has hereby agreed. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme,

certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS the Purchaser has now requested the Vendor to execute a Deed of Conveyance of the said property in his/her/their/its favour in the manner as if hereinafter appearing to which the Vendor have agreed.

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion with right to use all the common amenities and facilities provided in the said building/Scheme and to be used in common with other Purchaser/s by Deed of Conveyance also similar to these presents.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs. _____/- (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in **Annexure A** hereto (The receipt of the said sum of Rs. _____/- [Rupees _____ Only] the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser) the Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever the said property AND ALSO together with all the deeds, documents, writings and other evidences of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Vendor into, out of, or upon the said property or any part thereof, TO HAVE and TO HOLD ALL and singular the said property hereby granted, released, conveyed and assured unto and to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof SUBJECT TO the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Revenue Authority or any other local body or authority in respect thereof AND the said Vendor do hereby covenants with the Purchaser, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or executed knowingly or willingly suffered to the contrary, it

the Vendor now has in itself good right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser in the manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits thereof and of every part thereof to and for his/her/its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND further that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will at all times hereinafter at the request and at the cost of the Purchaser do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

That the Vendor declares that the said property is its absolute property and further declare that the said property is in its exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by it.

That the Vendor hereby declares that the Vendor has not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act, Income Tax Act, 1961, Gujarat Public Moneys (Recovery of

Dues) Act, Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set-back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor.

The Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said property have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc.

The Vendor declares that no attachment under any legal judgement is levied on the said property and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise.

That the Vendor has handed over the actual, physical and vacant possession of the said constructed Flat complete in all respects to the purchaser as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Flat as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basis construction work and confirm that there are no patent defects in the construction and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same still however If within a period of **five years** from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Flat or the building in which the Flats are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled

to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser.

The Purchaser hereby agrees to abide by all byelaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Property and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.

The Purchaser hereby agrees and declares that he/she/it shall maintain and/or cause to be maintained the interior and exterior of the said Flat in such a manner that the elevation of the building and the lay-out of the common amenities is/are not disturbed and structure thereof is not damaged in any manner.

The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever.

The Purchaser hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the Building/Block other than the said Flat at his/her/its own costs and expenses.

The Purchaser shall use the said constructed Flat only for residential use purpose. The Purchaser hereby irrevocably agrees that apart from residential use purpose, the Purchaser shall not to use the said constructed Flat or any part thereof for any other purpose whatsoever including any educational/vocational classes, hostel/hotel use, etc., or any other commercial use whatsoever. The Purchaser shall not use the said constructed Flat in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed Flat /s nor for any illegal or immoral purpose.

The Purchaser hereby agrees and declares that, the Purchaser shall not at any time demolish or cause to be demolished the said property or any part thereof so as to cause damage to the same in any manner and shall not make any alterations in the elevations and outside colour scheme of the said constructed Building/Block. The Purchaser shall be not entitled to remove any Column/Beam within the said constructed Flat in any circumstances whatsoever. The Purchaser hereby agrees that any internal changes/renovations in the said Flat shall be done only with prior written approval of the Vendor/its Architect/Service Society which shall be given subject to such conditions as may be deemed necessary by the Vendor/its Architect/Service Society. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Unit. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Flats/Building in any manner due to such renovations being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damage/s caused to other constructed Flats/Building without any delay or demur whatsoever.

The purchaser hereby agrees and declares that, the Purchaser shall not remove any windows or rallying or will not change colour scheme of the same. The Purchaser shall not erect any new wall which will result in a change in the elevation of the constructed Building/Blocks and shall not enclose the balconies provided in the said constructed Flat in any manner whatsoever.

The Purchaser hereby agrees and declares that the said Flat shall be used, occupied and enjoyed by the Purchaser as one Flat and the Purchaser shall not divide or subdivide the same for use as more than one Flat. Further, the Purchaser hereby agrees that that the main door of the said Flat shall not be changed, altered in size or location and no other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the said Flat in accordance with the approved plans thereof.

The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor A.C. units only at the prefixed locations as suggested by Vendor. The Purchaser shall use only the specific place for putting up cloth hanging rack as provided by the Vendor and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place outside the said constructed Flat.

The purchaser hereby agrees and declares that, the Purchaser shall not throw any kind of dirt, garbage or other refuse or permit the same to be thrown out from the Flat and specifically any debris shall not be thrown from the repair or renovation

of the Flat in the compound of the said Scheme or any portion of the said Block/Building.

The purchaser hereby agrees and declares that, the Purchaser shall be entitled to put his/her/its name plate/Board only on the place, and in the color and size as decided by the Vendor at entrance of said building and the Purchaser shall not put any other name plate or Board on any other part of the building except on the door of the said Flat.

The Purchaser shall permit the Vendor/Service Society and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the Vendor/Service Society to the Purchaser or for the purpose of making 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 belonging to or surviving or used for the Building/Block 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 purposes as may be required, however the expenses for the same have to be paid by the Purchaser without any demur.

The purchaser hereby agrees and declares that ,the Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use permission has been obtained, such rights if any will be owned by the “Association of Allottee”

The Purchaser hereby agree and bind himself/herself/itself to become member of a Service Society namely THE _____ CO.OPERATIVE HOUSING SERVICE SOCIETY LIMITED duly incorporated under the Gujarat Co.operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co.operative Societies, Ahmedabad under Serial No. _____ dated _____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as “**SWATI CHRYSANTHA**” and the Purchaser agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up-keeping of said entire Scheme known as “**SWATI CHRYSANTHA**” as may be levied for the time by the said Vendor/Society. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial

period of 24 months and accordingly the Vendor shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in **SIXTH SCHEDULE** hereunder for the initial period of 24 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Society a non-refundable lump-sum fixed maintenance deposit amount as decided/ directed by the Vendor/Society and the interest/income derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of the remaining Flats shall also be utilized by the Vendor/Society towards common expenses, maintenance and other expenses to be incurred by the Vendor/Society. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The purchaser hereby agrees and undertakes that the Purchaser shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by AUDA or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others.

The Vendor has also provided separate common amenities and facilities for the purchasers of the Commercial Units in the Scheme for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Flats in the said Scheme, which the Purchaser has hereby agreed. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential Flats which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

If the present construction of said Block/building upon the said land is destroyed and/or demolished and /or required to be pulled down by any reason whatsoever and in that event as and when new construction is required to be made upon the said land then and in such event the different Purchasers of different constructed Flats of the said Block including the purchaser herein through the said Service Society shall be entitled to construct the building of such carpet area which would be consistent with the present proportionate holding of the Block/building construction taking into consideration the floor space index permissible at the time the new construction is required to be made and every Purchaser of different Flats of the Block/building through the said Service Society shall be required to make a new construction at the same place at which the original construction owned by the Purchaser is situated and every Purchaser of a part of the construction is required to bear proportionate cost on the basis of the floor space index.

The Purchaser hereby agrees that the entire scheme is and will always be known as **“SWATI CHRYSANTHA”** and the said name same shall not be changed in any circumstances whatsoever.

That the Purchaser shall be entitled to get transferred the said property in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.

THE Vendor declares that the Vendor does possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction.

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

Any dispute between parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

THE VENDOR declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of “Disturbed Areas” as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor in favour of the Purchaser both present and future shall be borne by the Purchaser alone.

The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

SEVERABILITY CLAUSE

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of non-agricultural Residential and Commercial Use land bearing (1) Final Plot No.72/2, admeasuring 2833 Sq. Mtrs. (allotted in lieu of Block No.340/B, admeasuring 4721 Sq. Mtrs.), (2) Final Plot No.78/2, admeasuring 1556 Sq. Mtrs. (allotted in lieu of Block No.347/B, admeasuring 2594 Sq. Mtrs.), (3) Final Plot No.81/2, admeasuring 2226 Sq. Mtrs. (allotted in lieu of Block No.350/B, admeasuring 3710 Sq. Mtrs.) and (4) Final Plot No.87/2, admeasuring 3035 Sq. Mtrs. (allotted in lieu of Block No.357/A/B, admeasuring 5058 Sq. Mtrs.) all of Draft T.P. Scheme No.1 situate, lying and being of Mouje Village **SHELA**, Taluka Sanand, Registration District Ahmedabad and Sub District of **SANAND** and bounded as follows:

On East :-

On West :-

On North :-

On South :-

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Residential Flat No._____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet Area) of Block _____ in the said building known as “**SWATI CHRYSANTHA**” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein and the said Flat is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential Unit Holders

(NOTE: CHECK AND DISCUSS)

* Lifts

- * Common Open Plot/Lawn
- * Swimming Pool and Children's Play Area
- * Passage with lights leading to all the Floors and Cellars
- * Over head Water Tank
- * Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

THE FOURTH SCHEDULE ABOVE REFERRED TO
Description of Common Amenities and Facilities to be used by the
Commercial Unit Holders

(NOTE: CHECK AND DISCUSS)

- * Lifts **(please confirm if lift is being provided)**
- * Passage with lights leading from Ground to First Floor
- * Separate Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

THE FIFTH SCHEDULE ABOVE REFERRED TO
(CHECK AND DISCUSS)

- Electric Sub-station
- Drainage Lines – Manhole Connections
- Service Lines in Basement
- Electric Meter Room
- Sewerage Treatment Plant (if Applicable)

THE SIXTH SCHEDULE ABOVE REFERRED TO
Details of common expenses to be incurred by the Vendor for the initial
period of 24 Months from the fixed monthly maintenance amount received
from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

VENDOR :

PURCHASER :-

Address of Property :-

Residential Flat No. _____

_____ Floor Block No. _____

“SWATI CHRYSANTHA”

Ahmedabad

VENDOR :

PURCHASER :-

Address of Property :-

Residential Flat No. _____

_____ Floor Block No. _____

“SWATI CHRYSANTHA”

Ahmedabad

SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR

M/s. Swati Construction
THROUGH ITS AUTHORISED
PARTNER/SIGNATORY

Mr.

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY
THE WITHINNAMED PURCHASER
SHRI/SMT.

In the presence of :

- 1.
- 2.

ANNEXURE A

MEMO OF CONSIDERATION

<u>Date</u>	<u>Bank</u>	<u>Cheque No.</u>	<u>Amount</u>
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Total Rs.

WE SAY RECEIVED
For **M/s. Swati Construction**

Authorized Signatory

SCHEDULE AS PER SECTION 32/A
OF THE INDIAN REGISTRATION ACT

M/s. Swati Construction

Shri
Authorised signatory

PURCHASER

