

“SWATI Parkside”
Unit no.: «Unit_No»

AGREEMENT
TO
SALE

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") made at Ahmedabad this _____ day of _____, Two Thousand _____ BETWEEN:

Party of the First Part : SWATISANDHYA PROCON LLP, a Limited (Developer / Promoter) Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008 bearing Registration No. AAK-1818 having its registered office at: - 11th Floor, Signature 1, Near Mercedes Showroom, Survey No. 841/1/1/10, Plot No. 287/276, S. G. Highway, Ahmedabad-380 051, through its partner **Mr Saket Agrawal**, Age - **Adult** years, by Religion & Caste - **Hindu**, Occupation - **Business**, Address :- **11th Floor, Signature-1, Near Mercedes Showroom, Survey No. 841/1/1/10, Plot No. 287/276, S.G. Highway, Ahmedabad-380 051.**

Hereinafter referred in this agreement for sale as **Developer / Promoter / First party**, 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 legal representatives, executors, administrators, successors and assigns etc. of the Party of the One Part.)

AND

Party of the Other Part : «MEMBER_NAME1»
(Purchaser) (Aadhar No.: «Adhar_Number1»)
(PAN No.: «PAN_Number1»)
Mobile no: «Mobile_Number»
Age - adult, Occupation - «Occupation1»,

«MEMBER_NAME2»
(Aadhar No.: «Adhar_Number2»)
(PAN No.: «PAN_Number2»)
Mobile no: «Mobile_Number»
Age - adult, Occupation - «Occupation2»

Residing at: «Add1»,
«Add2» «Add3», «City»
Pin code: «Pincode»
«State»

Hereinafter called **"THE ALLOTTEE"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his / her / their respective heirs, legal representatives, executors, successors and permitted assigns, (in case of HUF) its coparceners and members as at present and from time to time, and their respective heirs, executors, successors and permitted assigns, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time and permitted assigns, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner and permitted assigns, (in case of Company) its successors and permitted assigns) of the Other Part.

WHEREAS one Applewoods Estate Private Limited (hereinafter referred to as the "Land Owner" is the absolute owner of and sufficiently entitled to the piece or parcel of the Non Agricultural land of Survey Nos. 325, 326/1, 326/2, 327, 328, 329, 330, 331/1 + 2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 344, 345/1, 346/1, 346/2, 349 & 350 totally admeasuring about 230267 sq. mtrs of MOUJE: SARKHEJ, Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and land of Survey No.111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A, 128, 130, 131 & 132 amalgamated into Survey No. 111 totally admeasuring about 281440 sq. mtrs of MOUJE: SANATHAL, Taluka : Sanand, in the Registration District of Ahmedabad and Sub District of Sanand and hereinafter collectively referred to as the **"Township land"** more particularly described in **PART A** of **Schedule I** hereunder written.

AND WHEREAS The said Township land bearing above stated survey numbers was purchased and acquired by Applewoods Estate Private Limited from different land owners by

various Sale Deeds duly registered at the Office of sub Registrar at Ahmedabad-4 (Paldi) and Sanand respectively.

AND WHEREAS The Land Owner has got in-principle permission from the Government of Gujarat for the proposed development of a Residential Township on the said Township land by virtue of Order bearing Ref. No. PRCH-102010-3013(B) (Applewood)-L dated 28-05-2010 sanctioned by the Section officer, Urban Development and Urban Housing Department. By the virtue of the said Order the Land Owner has floated a Township Scheme in the name and style of **“Applewoods Township”** (hereinafter referred to as the said **“Township”**). The said Township consists of various types of residential bungalows, Row Villas, Twin Villas, apartments, commercial units, shops, etc. The Township hereafter shall mean, as may be modified, enlarged, reduced, changed, etc. from time to time, as stated hereafter.

AND WHEREAS The Promoter had approached the Land Owner to develop a part of said **Township Land** admeasuring about **20,632 sq. mtrs.** In this respect a Co-Development Agreement dated **07-02-2020** registered before the Sub-Registrar of Ahmedabad-4 (Paldi) on the same day at **serial no. 1588** was executed between Land Owner i.e. Applewoods Estate Private Limited and the Promoters i.e. Swatisandhya Procon LLP, whereby the Land Owner granted the development and construction rights to Promoter as the Co- developer for a part of said **Township Land** admeasuring about **20,632 sq. mtrs.** Therein and shall be hereinafter referred to as the said **“Co-Development Land”** by utilizing **55836.74 Sq.mts. FSI.**

AND WHEREAS the plans for construction on the said Project Land are approved by Senior Town Planner, Ahmedabad Urban Development Authority vide Development Permission bearing **PRM/288/8/2019/485** dated **21-10-2019** and the Promoter therefore within the said Applewoods Township proposes to develop on the Co-Development Land a project of Residential Units and other specifications as per said Development Permission which shall be known and identified as **SWATI PARKSIDE** and a separate management body for the said project shall be formed.

AND WHEREAS the revised plans for construction on the said Project Land are approved by Senior Town Planner, Ahmedabad Urban Development Authority vide revised Development Permission bearing PRM/169/00/2020/110 dated 23-03-2021, which is further revised vide revised Development Permission bearing PRM/73/08/2022/206 dated 28-12-2022 and the Promoter therefore within the said Applewoods Township proposes to develop on the Co-Development Land a project of Residential Units and other specifications as per said Development Permission which shall be known and identified as SWATI PARKSIDE and a separate management body for the said project shall be formed.

AND WHEREAS the Promoter as part of said “Applewoods” Township is developing said project of residential units under the name **“SWATI PARKSIDE”** (Hereinafter referred to as the **“Project”**) on the Co-Development Land forming part of the said Township and bearing survey numbers [1] Survey No. 345/1 admeasuring about 7157.69 sq. mtrs; [2] Survey No. 344 admeasuring about 1189.14 sq. mtrs; [3] Survey No. 346/1 admeasuring about 2416.31 sq. mtrs; and [4] Survey No. 346/2 admeasuring about 9868.86; collectively aggregating to 20,632 sq. mtrs of MOUJE: SARKHEJ, Taluka : Vejalpur, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi), more particularly described in **PART B of Schedule I** hereunder written (Hereinafter referred to as the **“Project Land”**).

AND WHEREAS the Promoter is entitled and enjoined upon to put up Project on the Project Land. The Promoter is in possession of the Project Land. The Promoter has commenced the development of the said Project and as per the sanctioned plans the Project consists of 9 (Nine) Blocks and the detail of units in each block is as per the table below:

Block Nos. As Per Approved Plans	No of Floors	No of Units in Block
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A+B, C+D, E+F,+G+H	Cellar + Ground Floor (HP) + 13 Floors + Stair Cabin +Machine Room	384
S	Club House	1
TOTAL	-	385

AND WHEREAS the Allottee has desired to purchase a Unit bearing number «Unit_No» situated on «Floor» Floor of Block «Block» as per details below, more particularly described in the Second Schedule hereunder written. (Hereinafter referred to as the said “Property” or “Unit”).

AND WHEREAS the Promoter has registered the 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 No. **PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/RAA06978/A1R/011021**, dated **01/10/2021**

AND WHEREAS the Promoter has sole and exclusive right to sell the units in the said Project to be put up by the Promoter on the Project Land and to enter into agreement/s with the allottee(s) of the units and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Co- Development Land, Project Land and the said approved plans, designs and specifications and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder. The Allottee has also verified the documents filed/uploaded by the Promoter with the said Authority. The Allottee is satisfied in respect thereof and has accepted the same and shall not raise any dispute in the future in this regard.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies or extract of Village Forms VI and VII and XII or other relevant revenue records showing the nature of the title of the Promoter to the Project Land on which Project is being put up and the units are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect thereof and accepted the same.

AND WHEREAS the authenticated copies of the plans above referred to approved by the concerned authorities have been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the layout plans as proposed by the Promoter, and according to which the construction of the units and open spaces are proposed to be provided for the said Project have also been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the said Property agreed to be purchased by the Allottee has been inspected by the Allottee.

AND WHEREAS the Promoter has got the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Property, and shall obtain the balance approvals as applicable and required from various authorities from time to time, so as to obtain Building Use Permission of the said Property.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and to put up the Project and, upon due observance and performance of which the Building Use Permission in respect of the said Property shall be granted by the concerned authority.

AND WHEREAS the Promoter has accordingly commenced implementation of the Project in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of said Property in the Project, being Unit No. «Unit_No» situated on «Floor» Floor of Block «Block» of the said Project “SWATI PARKSIDE”, having a Carpet area «RERA_Carpet_in_Sq_Mtr» Sq.Mtrs. Along with undivided proportionate area of Project Land admeasuring «Undivided_Land_Sq_Mtrs» Sq.Mtrs. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No	Carpet Area Sq.Mtrs.	Balcony Area & Wash Area Sq.Mtrs.	Undivided Proportionate Area Sq.Mtrs.
«Unit_No»	«RERA_Carpet_in_Sq_Mtr»	«Wash_Balcony_in_Sq_Mtr»	«Undivided_Land_Sq_Mtrs»

The above areas have been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the areas and is satisfied with the same and has no disputes in this regard.

Provided that, the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Apartment/Unit 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.

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 hereinafter.

AND WHEREAS, prior to / simultaneously with the execution of these presents the Allottee has paid to the Promoter a sum of ` «BASIC_Amount_Recieved_»/- «Amt_recvd_in_wrds», being part payment of the sale consideration of the said Property agreed to be sold by the Promoter to the Allottee as advance payment or application fee or earnest money (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter and Allottee are required to execute a written Agreement for sale of said Property between them, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Property.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The Promoter shall construct the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Property of the Allottee except any alteration or addition required by any Government authorities, sanctioning authority or any public authority or due to change in law, rules, regulations, etc. or if recommended by the Project Architect or Engineer.
- 1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Unit more particularly described in the Second Schedule hereunder written, for the total Consideration Price of `«**Total_Consideration**»/- «**TC_in_words**». The total Consideration Price mentioned herein is inclusive of the price for the appurtenant areas of the said Property meant for exclusive use of the Allottee and the price for the proportionate undivided share in the Project Land. The total Consideration Price is also inclusive of proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities are more particularly described in the **Third Schedule** hereunder written.
- 1(b) The Allottee has paid on or before execution of this Agreement sum of `«**BASIC\_Amount\_Recieved\_**»/- «**Amt\_recvd\_in\_wrds**» as advance payment or application fee (as per **Annexure B**) and hereby agrees to pay to the Promoter the balance amount of `«**Balance_in_TC**»/- «**Balance_in_words**» as per below mention payment plan.

Payment Plan

S r.	Installment Name	Inst. %	Installment Value (Rs)	Due Date
1.	Token Amount	10	«Booking_TokenBasic»	«Date_for_Booking_Token»
2.	Remaining Booking Amount	10	«Residual_Booking_AmtBasic»	«Date_for_Residual_Booking_A MT»
3.	Completion of Plinth Slab	23	«Completion_of_1st_Slab_PLIN THBasic»	«Date_Completion_of_1st_Slab_ PLINTH»
4.	Completion of 2 nd Floor	5.4	«Completion_of_2nd_FloorBasi c»	«Date_for_Completion_of_2nd_ Floor»
5.	Completion of 5 th Floor	5.4	«Completion_of_5th_SlabBasic»	«Date_for_Completion_of_5th_S lab»
6.	Completion of 8 th Floor	5.4	«Completion_of_8th_SlabBasic»	«Date_Completion_of_8th_Slab»
7.	Completion of 11 th Floor	5.4	«Completion_of_11th_SlabBasic »	«Date_for_Completion_of_11th_ Slab»
8.	Completion of Structure	5.4	«Completion_of_StructureBasic »	«Date_for_Completion_of_Struct ure»
9.	Completion of Brickwork & Plaster	10	«Completion_of_Brickwork__Pl asterBASIC»	«Date_for_Completion_of_Brick work__Plast»

10.	Completion of Flooring	10	«Completion_of_FlooringBASIC»	«Date_for_Completion_of_Flooring»
11.	On Possession	10	«On_PossessionBASIC»	On Possession
		Total	`«Total_Consideration»/-	

Moreover "This is to Inform you that Under Section 194A of income tax act 1% TDS is applicable on transactions of an immovable property which costs more than Rs.50 lakh.

The onus of tax payment here rests with the buyer and not the seller. The buyer has to deduct 1% of the sale amount and pay tax under the head 'Transaction of Immovable Property'. The TDS has to be given to the Income Tax Department through Form 26QB. This form can only be filled online. Once the tax is paid, the buyer has to provide Form 16B to the seller confirming the tax deduction and payment. "

- 1(c) The Allottee shall pay to the Promoter the installments of Consideration Price mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. The total Consideration Price as stated above excludes any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Property to the Allottee or the transaction contemplated herein. They all shall be borne and paid by the Allottee (over and above the Consideration Price) as may be demanded by the Promoter from time to time.
- 1(d) The total Consideration 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.
- 1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of installments that may be paid by the Allottee by discounting such early payments at **6%** per-annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such percentage rate of rebate shall not be subject to any repeat / revision / withdrawal, once granted to an Allottee by the Promoter. The Allottee shall not be entitled to any rebate if the payments are preponed voluntarily by the Allottee and the Promoter has not agreed to provide any rebate in writing to the Allottee.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of **SBI MCLR +2%**, from the date when such an excess amount was paid by the Allottee. If there is any increase in

the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 this Agreement.

1(g) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(h) Also in addition to the Consideration Price mentioned hereinabove, the Allottee shall also be liable to pay the following amounts by way of charges or deposits:

Sr. No.	Amount (in Rupees)	Purpose
1	` «SwatiMaintenance_Deposit»/-	Towards Project Maintenance Deposit
2	` «SwatiMaintenance_Expenses2Yrs»/-	Towards monthly Project Maintenance Recurring Charges for 24 months in advance
3	` «Township_Maint_Deposit»/-	Towards Township Infrastructure Maintenance Deposit
4	` «Township_Running_Maint_Expenses2Yrs»/-	Towards Township Infrastructure Maintenance Recurring Charges for 2 years in advance

The Allottee shall also bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the Promoter in the name of applicable Management Entity (as defined in clause 1 (i)/ 11.3 for Township Infrastructure and 11.2 for Project hereafter) as and when they are formed and functional. The Promoter shall not pay any interest on the aforesaid amounts. The Recurring Maintenance charges collected for the Project will be utilized by the Promoter for the maintenance of common amenities and up-keep of common areas and facilities of the Project / Township Infrastructure as applicable. Surplus if any will be transferred to applicable Management Entity without any interest, as and when formed and functional. The deficit if any shall be made good by the Allottee as may be demanded by the Promoter.

- 1(i) The Land Owner has formed a maintenance body **“Stanford Operations & Maintenance Private Limited”** for the overall maintenance and management of the Township Infrastructure of the entire Township (‘Township Management Body’) and the Land Owner has transferred the management and maintenance of such Township Infrastructure to such Township Management Body. The Allottee hereby undertakes and agrees to pay necessary contribution as deposit and towards recurring maintenance charges or any other amounts to said Township Management Body as may be decided by Township Management Body or Land Owner. The Allottee hereby agrees to abide by all the rules and regulations, resolutions, decisions, guidelines and discipline of the said Township Management Body.
- 1(j) It is expressly agreed between the Parties and the Allottee hereby agrees and confirms that the Promoter shall not be liable to pay maintenance and all other aforesaid charges of any nature whatsoever on the unsold units in the said Project.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the applicable 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 said Property to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the same
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the said Property to the Allottee after receiving the Building Use Permission.
- Similarly, the Allottee shall also make timely payments of the installment and other dues payable by him/her as provided in clause 1(b) herein above (‘Payment Plan’) and meeting the other obligations under the Agreement and any default by the Allottee in this regard shall entitle the Promoter to enforce default remedies as set out in this Agreement.
3. The Promoter hereby declares that the floor space Index available to Promoter for use as on date on the Project Land is **405332.39 Sq. Mtrs.** only and Promoter has planned to utilize floor space index of **638398.51** by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes 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 and regulations ,which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **637718.45 Sq. Mtrs** as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the said Property and handing over the said Property to the Allottee (except delay due to Force majeure condition), the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of **SBI MCLR +2%** per annum, on all the amounts paid by the Allottee, for every month of delay, till the date of obtaining the Building Use Permission of the said Property. The Allottee agrees to pay to the Promoter, interest at the rate of **SBI MCLR +2%** per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date such amount is payable by the Allottee(s) to the Promoter till the date it is actually paid. The Promoter shall under such

circumstances, be entitled to withhold the delivery of possession of the said Property to the Allottee until entire dues are not paid by the Allottee.

- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in any payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), and committing any other breach or violation of any of the terms and conditions on his part to be performed, the Promoter at its own option may terminate this Agreement unilaterally.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or mail at the E-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period Promoter shall be entitled to terminate this Agreement. The Promoter may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Memorandum of Termination / Cancellation shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost, charges and expenses incurred relating to the same by the Promoter shall be to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

Provided further that upon termination of this Agreement, the Promoter shall refund to the Allottee within a period of Forty Five days of the termination, the installments of Consideration Price which may till then have been paid by the Allottee to the Promoter after adjusting **20%** of the Consideration as liquidated damages. If the installments of Consideration Price paid till then by Allottee is less than **20%** of the Consideration, then Allottee shall be required to pay to Promoter, and Promoter will be entitled to recover the balance amount from the Allottee, and Allottee shall pay the same to Promoter within a period of 30 days of termination. Upon issue of notice of termination, the Allottee will have no claim of any nature whatsoever against the Promoter or in respect of the said Property and generally under this Agreement, save and except the amount to be received by the Allottee from the Promoter, if any, as per above. On such termination and cancellation of the agreement, the Promoter shall be entitled to sell or otherwise dispose-off the said Property in such manner and to such person(s) and upon such terms and conditions as the Promoter in its absolute discretion deem fit and proper without any reference to and/or consent or concurrence of the Allottee and the Allottee shall not be entitled to claim any right title or interest in the said Property.

Provided further that on termination of this agreement to sale by the Allottee, the Allottee 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.

Provided further that on cancellation of said Unit by the Allottee before receiving building use permission by the Promoter, GST or any taxes amount paid by the Allottee will be refunded by the Promoter on or after rebooking the same cancelled unit and receiving the GST amount from new purchaser.

Provided further that on cancellation of said Unit by the Allottee after receiving building use permission by the Promoter, GST or any taxes amount paid by the Allottee will not be refunded by the Promoter as the same has been deposited to government.

Provided further that on transfer of said Unit or on transfer of ownership for booked unit before or after execution of agreement to sale by the Allottee, the Allottee has to bear **10%** transfer charges of total sale consideration.

5. The specifications of the said Property with regard to the flooring, toilet fittings and sanitary fittings, etc. to be provided by the Promoter are as set out in **Annexure “A”**, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the Promoter. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, size, brand, design, pattern, texture etc.
6. The Promoter shall complete the Project and obtain the Building Use permission of the said Property on or before **30/06/2025**. If the Promoter fails to get the Building Use permission by the aforesaid date (except delay due to Force Majeure conditions as mentioned below) then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Property with interest at the same rate mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the said Property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said Property to any person or party as the Promoter may desire at their absolute discretion. Other than as stated herein above, the Allottee shall not have any right to withdraw from or cancel this Agreement for sale.

Provided that the Promoter shall be entitled to reasonable extension of time for getting the Building Use Permission by the aforesaid date, if the completion of said Property / Project is delayed on account of –

- i) force majeure conditions like war, civil commotion or act of God or any other.
 - ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - iii) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
 - iv) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
 - v) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever;
 - vi) on account of reasons beyond the control of Promoter and of its agents.
7. If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on Promoter's demand against possession to be given by the

Promoter to Allottee as per clause 7.1, 7.2 and other applicable clauses of this Agreement and said Act. The Payment Plan as mentioned in 1(b) herein above shall deemed to be modified accordingly and the Allottee shall not raise any objection or dispute in this regard.

7.1 PROCEDURE FOR TAKING POSSESSION:

The Promoter shall notify the Allottee about receipt of Building Use Permission of the said Property, within a period of 7 days from grant of Building Use Permission by the competent authority. The Allottee shall take possession of the said Property from the Promoter, within a period of 15 days, from date when the said Property is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, the Allottee shall make balance payments, and against such payments, Promoter to hand over possession of the said Property to the Allottee, and to execute and register Deed of Conveyance in favour of the Allottee in accordance with the other provisions herein.

7.2 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID PROPERTY:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Property from the Promoter by making all balance payments as per this Agreement by executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Property to the Allottee. In case the Allottee fails to make all balance payments as per this Agreement and take possession within the time provided in clause 7.1 such Allottee, without prejudice to Allottee's other obligations and consequences under this Agreement and without prejudice to Promoter's other legal rights and remedies, including to terminate this Agreement, shall continue to be liable to pay maintenance charges, property taxes and "Holding Charges" as may be fixed by Promoter, and the said Property thereafter will be at the risk and consequences of Allottee.

7.3 If within a period of five years from the date of handing over of possession, the Allottee brings to the notice of the Promoter any structural defect in the said Property then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation equal to cost to cure / rectify such defect. Provided that the Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- A) If the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or
- B) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- C) Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or colour variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier; or
- D) In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the ALLOTTEE and to honour such warrantees and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the

- said Unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the ALLOTTEE/Management Body, the PROMOTER shall not be responsible for any defects occurring due to the same.; or
- E) If the Allottee has defaulted in any of its representations or covenants as mentioned in clause 14 of this Agreement;
 - F) The Project Management Body or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter;
 - G) The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the toilet, kitchen, etc. If any of such work/s is/are carried out then the defect liability shall automatically become void.
8. The Allottee shall use the said Property or every part thereof or permit the same to be used only for purpose of residence. It is specifically agreed between the Parties that the said Property shall never be used for any non-residential purposes. The Allottee has agreed to this and on the basis of his assurance the Promoter has agreed to sell the said Property to the Allottee
 9. Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Property is ready for possession, use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Project, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Project and Township Infrastructure. Until the Project Management Body is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by Promoter. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be fixed by the Promoter for the Project / the Land Owner for the Township towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and will be used towards outgoings. Accumulated surplus if any will be finally transferred to the Project Management Body. Deficit if any will be made good by the Allottee.
 10. Over and above the amounts mentioned in the Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said Property pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.
 - 11.1 The Allottee shall pay to the Promoter or to its order ` **25000/- (Rupees Twenty Five Thousand Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-atLaw/Advocates of the Promoter in connection with formation of the Project Management Body and Township Management Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and other documentation work.
 - 11.2 The Promoter will form association of allottees envisaged under the said Act, which shall be in the form of Service Co-operative Society (hereinafter referred to as Project Management Body) for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee shall join in such Project Management Body as and when it

is formed by purchasing necessary shares 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 becoming a member of the Project Management Body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of such Project Management Body will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the said Project Management Body for operation and maintenance of common facilities and amenities of the Project.

- 11.3 In addition to the above, the Land Owner has formed said operation and management company as the Township Management Body to run, operate, maintain, manage, deal with and attend to Township infrastructure of the entire Township and other matters of common interest of projects in the Township as it may undertake; and to hold, collect, use, spent and generally deal with the Township infrastructure maintenance fund and charges and to attend and engage in other related required financial and other matters. The Allottee agrees and undertakes to join such Township Management Body either in personal capacity or through the Project Management Body, as may be planned by the Promoter / Land Owner and for this purpose from time to time sign and execute application, membership and other papers and documents necessary for becoming member or part of such Township Management Body. All the rules, regulations and decisions of Township Management Body will be binding to the Allottee/Project Management Body and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the recurring maintenance charges every month or for the whole year in advance as well as any lump sum amount or deposit as may be decided by the said Township Management Body for operation and maintenance of Township infrastructures.
- 12.1 The Promoter and Allottee in the matter of legal documentation work of transfer and vesting of the said Property, common areas and facilities, etc. will be guided by the Attorney-at-Law or Advocate to the Project. The final transfer and vesting document/s – Sale Deed/s– Conveyance of the said Property in favour of the Allottee, common areas and facilities, etc. to be handed over to the Project Management Body, will be prepared by the Attorney-at-Law or Advocate to the Project in accordance with the terms of this Agreement and applicable provisions of the said Act, rules, regulations, policy and guidelines that may be framed there under. The Allottee shall pay stamp duty, registration charges and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to the Sale Deed / Conveyance of the said Property in favour of the Allottee and in respect of other legal documentation work as aforesaid.
- 12.2 If the legal transfer documents involve registration of conveyance, of common areas, spaces, amenities, in favour of Project Management Body even though the undivided share in the Project Land is agreed to be conveyed to the Allottee by the Land Owner and Promoter herein, then the Allottee shall pay to the Promoter, the Allottee's share of stamp duty, registration charges, and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to such conveyance or any document or instrument of transfer. If the Allottee fails to pay such amount, then the Promoter shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Allottee to the Management Body.

12.3 The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the Promoter on the website of the Real Estate and Regulatory Authority of Gujarat. The Allottee has studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of Promoter may be modified or altered as may be advised by the Attorney- at –Law or Advocate to the Project under clause 12.1 above as the nature and circumstances may require. The same without any reservation or objection shall be binding to the Allottee.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- i) The Promoter as developer has co-development rights with respect to the Project Land 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 Promoter 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 Mortgage charge created in favor of The Sandesh Ltd. The Promoter will obtain and produce No-Dues-Certificate/ NOC from The Sandesh Ltd. for the said Property at the time of execution and registration of Deed of Conveyance of the same in favour of Allottee.
- iv) There are no litigations pending before any Court of Law with respect to the Project Land or Project except as may be mentioned in the title report.
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Property 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 Property shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, and said Property.
- vi) The Promoter 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 Allottee created herein, may prejudicially be affected.
- vii) The Promoter has not entered into any further development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Property which will, in any manner, affect the rights of Allottee under this Agreement;
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Property to the Allottee in the manner contemplated in this Agreement.
- ix) The Promoter 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 the time Building Use Permission for the Project is not obtained;

- x) 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 Promoter in respect of the Project Land and/or the Project.
 - xi) The Promoter has provided «**Alloted_Car_Parking_Slots**» vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The Project Management Body shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars or two-wheelers and if permissible the Project Management Body may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The allotment of car parking spaces may be provided either "back to back" (dependent car parking) or "up and down" in case of mechanical parking system. Some allotted parking slots might be covered while some might be in open to sky. The allotted parking slots may be on the ground floor or in the hollow plinth or in any of the basements. The Allottee is aware that the parking slots may be allotted in any combination as mentioned above and such allotment shall be binding to the Allottee and he shall not raise any objection in this regard. The Allottee hereby agrees to abide by the parking allotment arrangements made by the Management Body / Promoter and not to raise any dispute with regards to the same in the future. The Allottee hereby declares that they have not paid any amount to the Promoter towards the use of parking spaces or for the allotment of parking slots.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Property may come, hereby covenants with the Promoter as follows: -
- i) To maintain the Unit at its own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and/or the Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii) To carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit, 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iii) Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit is situated and shall not chisel or in any other manner

cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the Unit. Not to carry out any kind of civil work without the prior written permission of the Promoter and/or the Management Body.

- iv) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other units, or whereby any increased premium shall become payable in respect of the insurance.
- v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the common areas, roads and common portions of the Project Land /Township Land and the building in which the Unit is situated.
- vi) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Project / Township in which the said Property is situated.
- vii) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and written permission is granted by the Promoter. The Promoter shall grant such permission at its own discretion and may even deny to grant such permission. The condition that may be imposed for grant of permission shall be binding upon Allottee.
- viii) The Allottee shall observe and perform all the rules and regulations which the Project Management Body or Township Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time including discipline for use of the said Unit; for protection, maintenance, and generally for the common object and purposes of the Project and Township; 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Project Management Body/Township Management Body regarding the occupancy and use of the said Property and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges or other out-goings in accordance with the terms of this Agreement.

- ix) The Allottee shall permit the Promoter / Project Management Body and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or building or any part thereof to view and examine the state and condition thereof. The Allottee shall without delay, at his cost and expenses carry out any want or defects pointed out to Allottee.
- x) The Allottee shall permit the Promoter / Project Management Body and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or building or any part thereof, do all such work, matters and things the Promoter / Project Management Body may require for the purposes of Project or Township or otherwise may deem fit.

- xi) "Said Property" shall mean the self-contained construction of the unit, more particularly described in Second Schedule hereunder written and only related FSI and land interest related to such FSI used for the same.
- xii) The Allottee shall, at all times, abide by and be entitled to only Floor space Index (FSI) which has been utilized for construction of said Property. The Allottee shall not be entitled to ask for any further FSI or carry out any more additional or further construction and shall not make any alterations or changes in construction or design thereof amounting to use of more FSI or otherwise.
- xiii) The Consideration Price and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction, the same shall be payable by the Allottee on demand from the Promoter at any time, over and above the Consideration.
- xiv) The Consideration Price of the said Property is one compact and composite consideration – price. The Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Consideration. However, the Promoter for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.
- xv) If the Allottee shall desire to obtain a loan from any financial institution / bank (the "Institution") then the Promoter shall give all possible assistance but the onus of getting the loan sanctioned shall be solely on the Allottee. In case if the Allottee is not able to get the loan sanctioned then it shall make necessary arrangements from its own sources to pay the installments as mentioned herein. Non-sanctioning of loan or any delay in sanction of loan for any reasons whatsoever, shall not be considered as legitimate reasons for the delay and the Allottee shall be liable to pay the interest and penalty as agreed in this Agreement. If the loan amount is to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the Promoter, the Allottee hereby gives consent / permission for the same. The Promoter will be entitled to claim and receive such payment directly from the Institution and the Allottee hereby gives irrevocable consent for the same to Promoter and Institution. Such disbursements made by the Institution to the Promoter shall be debited by Institution to housing loan account of Allottee and to be received by Promoter towards the Price Consideration and other amounts to be received under this Agreement.
- xvi) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the said Property only. All other constructed/covered or un-covered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter except the right to use amenities, facilities and services that may be reserved for common use of all Allottees of the said Project. The Allottee is aware that the other units situated in the Project shall be transferred to other Allottees in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other Allottees. The Allottee is also aware that all other owners shall also be entitled to use and enjoy the common facilities of the Project and they also shall have undivided interest therein. It is agreed that the Allottee will be entitled to use and enjoy the undivided common facilities

only after and upon payment of necessary charges/fees and by becoming member of proposed Management Bodies.

- xvii) The said Township of which the said Project forms part may include bungalows, row houses, villas, hotel, club, business park, shops, apartments, flats, offices, Township Infrastructure, etc. ("Diverse Developments"). The Project and Township work to fully and finally complete will extend beyond the handing over possession of the said Property to the Allottee. The work of implementation and completion of the said Township in general will be in progress and continuing. The Allottee hereby covenants that it will not raise any hindrance, objection or requisition, dispute or grievance as inconvenience, discomfort, nuisance or annoyance for such progress and continuation of the work nor shall make any claim in respect thereof. The Allottee agrees to extend his all cooperation in completion of the Project and the Township in general and the related work. The Allottee hereby covenants that it shall not raise any objections against any type of legally sanctioned construction being made in the Applewoods Township. The Allottee has no rights or entitlements in the balance portion of the said Co-Development Land or the Township Land or in any of the Projects that are presently developed or may be developed in the future therein. The Land Owner shall be entitled to make any type of legally permissible construction / development in the Applewoods Township.
- xviii) The over-all control and management of the said Project, implementation thereof, power to sell the units and other premises in the Project, of all and every other related matter, in general shall be that of the Promoter. The decision of the Promoter in all matters shall be final and binding upon the Allottee herein and all other allottees in the Project and said Township.
- xix) The Promoter / Land Owner / Township Management Body, Project Management Body or any other Estate Management Agency ("EMA") will set up rules and regulations for the said Project/ Township pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the Common Amenities and/or Township Infrastructure as may be decided by them. The same shall be binding upon the Allottee and other allottees of Township projects.
- xx)
 - a) The Allottee has understood and has specifically agreed and accepted that the entire Township proposed and projected on the Township Land comprises of different Diverse Development projects, distinct, separate and independent of each other with common Township Infrastructure. Each such project in Township is distinct, separate and independent with its own common amenities, with separate, independent units or premises to be owned, possessed, held, used and occupied by the allottees thereof. The Project herein is one of such projects and said Property herein is one of the units thereof.
 - (b) The right and interest of the Allottee is limited and restricted to said Property and right to use alongwith other allottees the Common Amenities of Project. The Allottee shall have right to Common Amenities to an extent planned, designed and provided by the Promoter.
 - (c) It is specifically agreed and accepted by the Allottee, and is the essence of this Agreement that the Land Owner has un-restricted, unfettered and un-hindered ownership to Township Land and development rights in respect of the Township, to use, exploit, develop, construct, etc. different projects and Township Infrastructure

as Land Owner may decide as may be permissible under the applicable building rules, special or general.

- (d) The Land Owner will be entitled to make such additions, alterations, modifications, changes, etc. in the Township from time to time as it may deem fit except Project herein. The Allottee shall not raise any dispute, claim, objection, challenge, reservation, restriction, nuisance or annoyance for such change and sanction and implementation thereof. If raised, the same shall be null and void. The Allottee hereby gives specific consent for the same and such consent is irrevocable and forms basis of this Agreement.
- (e) The Allottee hereby acknowledges and unequivocally agrees that the Land Owner has the rights to undertake any kind of legally permissible development /construction in the Township Land which is abutting / adjoining the Project land. The adjoining land / Sector may consist of bungalows, row houses, villas, hotels, clubs, Business Park, shops, high rise apartments / flats, commercial complex, public purpose infrastructure etc. The Allottee hereby covenants to accept and gives his/her/its express and irrevocable consent for any type of legally permissible construction being made in any sector of Township land.
- (f) The Land Owner has un-restricted, un-hindered, un-qualified, un-limited and unfettered right to add to, join, connect or attach with, and enlarge / extend / expand / make bigger (“enlarged Township”) the Township, or to reduce, remove or abandon any part from / of the Township, by adding or removing any piece or parcel of land / lands to Township. The Land Owner has un-restricted, un-hindered, un-qualified, un-limited and unfettered rights to undertake any kind of legally permissible development activities in such newly added land parcels of enlarged Township. Township Infrastructure may also undergo change / revision. The allottees of projects in such newly added land parcels shall not be required to pay any amount by way of any additional contribution or compensation towards the use of Township Infrastructure. Allottee hereby gives consent for the same, and also shall not raise any objection in respect of aforesaid.

xxi) As regards use of the said Property, the Allottee agrees that

- (a) The Allottee shall not use the said Property or permit the same to be used for any purpose, other than residential purpose only, which may or is likely to cause nuisance or annoyance to other occupiers of the said Project / Township or is illegal, immoral or is prohibited by law. The Allottee shall use the parking space only for the purpose of keeping or parking passenger vehicle.
- (b) The Allottee will not use or permit to be used the said Property or any part thereof for non-residential purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties or to put any hoarding, neon-sign lights, advertisement or tower on any part of the said Property, terrace or open land.
- (c) Not to store in the said Property any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- xxii) The Allottee shall ensure that any document, paper or writings required to be signed by the Allottee is to be returned to the Promoter immediately without any delay on the receipt of such document by the Allottee, duly signed at all places marked for signatures.
- xxiii) The right and interest of Allottee is limited to the said Property and Floor Space Index (FSI) utilized in construction of such said Property. All and every balance FSI, additional FSI, floating FSI, transferable FSI in relation to Township Land, Co-Development Land or Project Land, or any purchasable FSI as per or under the Township Regulations, TDR available under the Slum Redevelopment Policy, Regulatory Provisions or generally available except said FSI for the Project herein shall belong to the Land Owner and may be used in the development and construction in Township or any other place or the Land Owner may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party.
- xxiv) The Allottee will have to bear any Betterment charges or AUDA/Government related charges/levies or any town planning related charges that may come up in the future from time to time before or after the Sale Deed. The Allottee will bear and pay all present and future, applicable charges, property / municipal taxes, cess, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use permission in respect of the Said Property.
- xxv) The Allottees represent that they have understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the Township Land, the Co-Development Land, the Project Land and the said Property, price and the manner in which the Promoter proposes to develop the Said Property and the Allottee has received copy of the application form filled at the time of booking and they have understood and hereby confirm the terms and conditions in such application form in respect of the Said Property. The term and conditions as mentioned in the said booking/application shall be binding on the Allottee and shall form a part of this Agreement for sale.
- xxvi) Irrespective of disputes if any which may arise between the Promoter and Allottee or with other purchasers, the liability of the Allottee herein to pay the amounts payable by him/her/them to the Promoter shall remain unaffected and the Allottee hereby undertake to pay, punctually all such amounts and shall not be withheld the same for any reason whatsoever.
- xxvii) Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by the Promoter shall not be construed as a waiver on the part of the Promoter.
- xxviii) The Allottee shall not have any objection if any portion of the said Project Land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the Promoter shall be entitled to give such part of the Project land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Promoter and the said company and the same shall be binding on the Allottee and the said Project Management Body.

- xxix) The Allottees agrees that though he/she/it/they shall become free, independent and absolute owners of the said Unit, the said Unit shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Project Management Body.
- xxx) The Allottee hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any third party on such terms and conditions as it may deem fit and such allottee/transferee of un-sold units shall be entitled to become member of the Project Management Body and use all common areas and facilities in the Project at par with other unit allottees/occupiers.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee on account of the share capital for the promotion of the Project Management Body or towards the legal charges, and shall utilize the amounts only for the purpose for which they have been received.
16. The Allottee does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Allottee only after payment of full and final Price Consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, conveyance, demise or assignment in law, fact or equity of the said Property or any part thereof until actual transfer and vesting in favour of Allottee in accordance with the provisions of this Agreement shall take place, which shall take place only after full amount of consideration and all other amounts under this Agreement are paid by Allottee to Promoter. The Allottee shall have no claim save and except in respect of the said Property hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, common amenities, Project and Township Infrastructure, etc. and all and every remaining part of the Project, will remain the property of the Promoter.
17. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Property 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 Allottee who has taken or agreed to take such said Property.
18. **BINDING EFFECT:**
- Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and Annexures along with the payments due as stipulated in the Payment Plan without any delay and secondly, appears for registration (if required) of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 8 (eight) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 8 (eight) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever within 30 days of cancellation after deducting an amount of Rs.

5,00,000/- or 5% of the total Consideration price, whichever is less, as administrative charges.

The Allottee shall not have any right to withdraw from or cancel this Agreement, except as provided in this Agreement, more particularly as per clause (6) above.

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said property.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLIABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 allottees of the said Property, in case of a transfer or transmission, as the said obligations go along with the said Property for all intents and purposes.

22. SEVERABILITY:

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted and has been modified to incorporate the agreement and terms agreed upon between the Promoter and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said 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 said 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 Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be in proportion to the carpet area of the said Property to the total Carpet Area of all units 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Ahmedabad.

26. WAIVER:

Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

27. SURVIVAL:

Termination of this Agreement (a) shall not relieve the Allottee of any obligations herein which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of the Allottee, shall not relieve the Allottee of any obligations or liabilities for loss or damage to the Promoter arising out of or caused by acts or omissions of the Allottee prior to the effectiveness of such termination or arising out of such termination.

28. REGISTRATION:

The Promoter shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter / Allottee as the case may be will attend such office and admit execution thereof.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified E-mail ID/Under Certificate of Posting at their respective address specified below:

Name of Allottee : «**Member_Name1**»
«**Member_Name2**»

Address : «Add1»
«Add2»
«Add3», «City»«Pincode»
«State»

E-mail ID : «Email_ID»

Name of Promoter : **SWATISANDHYA PROCON LLP**
Address : **11th Floor, Signature 1, Near Mercedes
Showroom, Survey No. 841/1/1/10, Plot No.
287/276, S. G. Highway, A'bad-380 051**
E-mail ID : Swatiprocon@gmail.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this 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 Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

- 30.1 That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.
- 30.2 In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights.
- 30.3 All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Allottees shall be required.
- 30.4 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.
- 30.5 The Allottee inter-se shall not be entitled to subdivide the said Property, the intent being the said Property shall stand in the names of the joint Allottees as one single unit.

31. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement, Conveyance Deed and any document/s, paper/s and writing/s executed by Promoter, Allottee or any other person in furtherance of this Agreement shall be borne by the Allottee. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the Allottee only.

32. 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.

33. 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 in Ahmedabad will have the jurisdiction for this Agreement.

34. NAME OF PROJECT:

The Project shall always be known as “**SWATI PARKSIDE**” and this name shall not be changed without the express written permission of the Promoter. However, the Promoter may change the name of the Project at any time.

35. ADVERTISEMENT:

The Promoter has declared and announced its scheme by issuing brochures and publishing in different mediums. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

36. FOREIGN REMITTANCES:

The Allottee agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Allottee, and all concerned. The Promoter accepts no responsibility in respect thereof.

37. CO-DEVELOPMENT AGREEMENT:

If any of the provisions, of this Agreement is contradictory, inconsistent, or in breach or violation of the provisions of Co-Development Agreement, the same shall stand amended or modified as may be reasonably consistent with the Co-Development Agreement, or such provision of this Agreement shall become void and unenforceable. Remaining provisions of this Agreement shall remain valid and enforceable.

38. NO POSSESSION:

No possession of the said Property before or at the time of execution of this Agreement is handed over by the Promoter, and such possession will be handed over only at the time as provided under the terms hereof.

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

-: THE FIRST SCHEDULE ABOVE REFERRED TO: -

PART A
(Description of Co-Development Land)

All those pieces or parcels of Non-Agricultural lands of Survey Nos. 330, 331/1+2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342 and 344 in full or in parts collectively admeasuring 82,200 Sq. Mtrs. or thereabouts situate, lying and being at Mouje Sarkhej, Taluka Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and land of Survey No.111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120,121/A, 128, 130, 131 & 132 amalgamated into Survey No. 111 totally admeasuring about 281440 sq. mtrs of Mouje Sanathal, Taluka : Sanand, in the Registration District of Ahmedabad and Sub District of Sanand.

PART-B
(Description of Project Land)

ALL THOSE pieces and parcels of lands or grounds, hereditaments and premises, being Non Agricultural Lands [1] Survey No. 345/1 admeasuring about 7157.69 sq. mtrs; [2] Survey No. 344 admeasuring about 1189.14 sq. mtrs; [3] Survey No. 346/1 admeasuring about 2416.31 sq. mtrs; and [4] Survey No. 346/2 admeasuring about 9868.86; collectively aggregating to 20,632 sq. mtrs situate, lying and being at Mouje : Sarkhej , Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) being a part of the Township Land referred in PART – A above.

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-
(Description of Said Property)

ALL THAT Unit No. «Unit_No» situated on the «Floor» Floor of Block «Block», of Project “SWATI PARKSIDE” situated at Applewoods Township, having Carpet area of «RERA_Carpet_in_Sq_Mtr» Sq. Mtrs. along with undivided and variable proportionate area of Project Land admeasuring «Undivided_Land_Sq_Mtrs» Sq. Mtrs. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No	Carpet Area Sq.Mtrs	Balcony Area & Wash area Sq.Mtrs
«Unit_No»	«RERA_Carpet_in_Sq_Mtr»	«Wash_Balcony_____in_Sq_Mtr»

The purchase unit is bounded as follows:

On or towards the North : «North_»
On or towards the South : «South»
On or towards the East : «East_»
On or towards the West : «West»

:- THE THIRD SCHEDULE ABOVE REFERRED TO :-
(Details of common areas and facilities of Project)

- Gymnasium
- Swimming Pool
- Indoor Games
- Library Hall
- Box Cricket pitch
- Children play area
- Landscape Garden With Sit Outs

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED FIRST PARTY
SWATISANDHYA PROCON LLP
THROUGH ITS AUTHORISED SIGNATORY

Mr. Saket Agrawal

WITNESSES: -

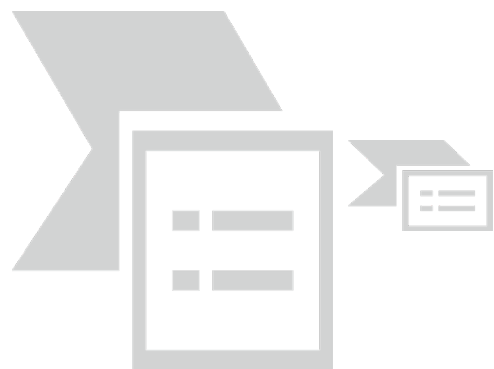
[1] _____

[2] _____

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

M/s. Swati Sandhya Procon LLP

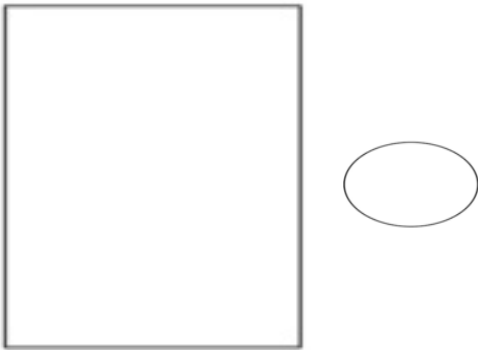
Through its Designated Partner



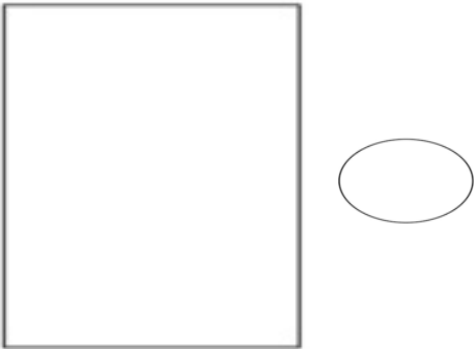
(Mr. Saket Agrawal)

PURCHASER/S

«Member_Name1»



«Member_Name2»



ANNEXURE “A”
(Details of fixtures and fittings with flooring, sanitary fittings and specifications of Unit)

- **Flooring Living room/Bedroom/Dinning:** - Vitrified Tiles.
- **Flooring Master Bedroom:** - Wooden flooring.
- **Kitchen:** - Vitrified Tiles along with Granite Platform with S.S.Sink.
- **Balcony:-**Ceramic/Rustic Tiles.
- **Doors:-**Main Door polished with natural veneer and other doors will be flush doors with oil paint.
- **Windows:-** Sliding Aluminum windows.
- **Toilets:-**Glazed/Ceramic tiles up to Lintel level/Counter Basin/Wall hung Basin/EWC couple closet, CP brass fittings-Jaquar or Equivalent.
- **Electrification:** - Concealed copper wiring with modular switches and MCB distribution panel.
- **Colour:-**Putty finish on internal walls and 100% Acrylic paint.

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.

SWATI PARKSIDE

UNIT NO.

SALE DEED

DEED OF CONVEYANCE

Sale Deed of **Unit** bearing **No.** _____ situated on the of **Block** ____, admeasuring about _____ sq. mtrs. Carpet area and _____ sq. mtr. appurtenant area in **“SWATI PARKSIDE”** project developed on lands bearing [1] Survey No. 345/1 admeasuring about 7157.69 sq. mtrs; [2] Survey No. 344 admeasuring about 1189.14 sq. mtrs; [3] Survey No. 346/1 admeasuring about 2416.31 sq. mtrs; and [4] Survey No. 346/2 admeasuring about 9868.86; collectively aggregating to **20,632 sq. mtrs.** situated, lying and being at Mouje : Sarkhej , Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) at the price of Rs. _____ /- (Rupees _____ Only)

THIS INDENTURE made at Ahmedabad this _____ day of _____, 20____ by and

Between:

FIRST PARTY

THE LAND OWNER : -

APPLEWOODS ESTATE PRIVATE LIMITED, a body corporate, having its Place of Business at Block No. 16, Abhishree Corporate Complex, Opp. Madhurya Restaurant, Iscon-Ambli Road, Ahmedabad-380058 [**PAN: AAGCA6838B**]
Through its Authorized Signatory, **Mr. Ketan Patel** aged about adult,
Occupation: _____, Add. _____.

(Hereinafter in this Sale Deed referred to as “the **First Party**” or “**LAND OWNER**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “**LAND OWNER**”, and its partners, executors, administrators, successors, legal representatives and assigns) of the First Part.

SECOND PARTY

THE DEVELOPER : -

SWATISANDHYA PROCON LLP, a Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008 bearing Registration No. AAK-1818 having its registered office at: - 11th Floor, Signature 1, Near Mercedes Showroom, Survey No. 841/1/1/10, Plot No. 287/276, S. G. Highway, Ahmedabad-380 051, through its Authorised signatory **Mr. Saket Agrawal**, Age **Adult** , Occupation - **Service**, Address :- 11th Floor, Signature 1, Near Mercedes Showroom, Survey No. 841/1/1/10, Plot No. 287/276, S. G. Highway, Ahmedabad-380 051 (Pan No.:ADKFS6461J)

(Hereinafter in this Sale Deed referred to as “the **DEVELOPER**” or “**Second Party**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “**DEVELOPER**”, and its partners, executors, administrators, successors, legal representatives and assigns) of the Second Part.

THIRD PARTY

THE PURCHASERS : -

[1] _____
Age **Adult**, Occupation: - _____ PAN No. : _____ **Aadhar**
No. _____
Having Address at: -

(Hereinafter in this Sale Deed referred to as “**THIRD PARTY**” or “the **PURCHASERS**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said **PURCHASERS**, their heirs, executors, administrators, agents, successors, legal representatives and assigns) of the Third part.

The First Party, Second Party and Third Party shall individually be referred to as Party and collectively as Parties.

WHEREAS:

1. The **Land Owner** herein is the absolute owner of and sufficiently entitled to the piece or parcel of the Non Agricultural land of Survey Nos.325, 326/1, 326/2, 327, 328, 329, 330, 331/1 + 2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 344, 345/1, 346/1, 346/2, 349 & 350 totally admeasuring about 230267 sq.mtrs of MOUJE: SARKHEJ, Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and land of Survey No.111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A, 128, 130, 131 & 132 amalgamated into Survey No. 111 totally admeasuring about

281440 sq.mtrs of MOUJE: SANATHAL, Taluka : Sanand, in the Registration District of Ahmedabad and Sub District of Sanand and hereinafter referred to as the **"Township land"** AND more particularly described in **PART A of Schedule I** hereunder written.

2. The said Township land bearing above stated survey numbers was purchased and acquired by Applewoods Estate Private Limited from different land owners by various Sale Deeds duly registered at the Office of sub Registrar at Ahmedabad-4 (Paldi) and Sanand respectively.
3. The **Land Owner** has got in-principle permission from the Government of Gujarat for the proposed development of a Residential Township on the said Township land by virtue of Order bearing Ref. No. PRCH-102010-3013-B (Applewood)-L dated 28-05-2010 sanctioned by the Section officer, Urban Development and Urban Housing Department. By the virtue of the said Order the **Land Owner** has floated a Township Scheme in the name and style of **"Applewoods Township"** (herein after referred to as **"Township"**).
4. The **Developer** had approached the **Land Owner / Seller** to develop a part of said **Township Land** admeasuring about **20,632 sq. mtrs.** In this respect a Co-Development Agreement dated **07-02-2020** was executed between **Applewoods Estate Private Limited** and the Promoters i.e. **Swatisandhya Procon LLP** and registered before the Sub-Registrar of Ahmedabad-4 (Paldi) on the same day at **serial no. 1588**, whereby the Land Owner appointed **Swatisandhya Procon LLP** as a co-developer for Applewoods Township and entrusted the development and construction work to the Developer for a part of said **Township Land** admeasuring about **20,632 sq. mtrs.** and which shall be hereinafter referred to as the said **"Co-Development Land"** by utilizing **55836.74 Sq.mts. FSI**.
5. The plans for construction on the said Township Land are approved by Senior Town Planner, Ahmedabad Urban Development Authority vide Development Permission bearing number **PRM/288/8/2019/485** dated **21-10-2019** and revised as per Development Permission bearing number **PRM/169/00/2020/110** dated 23-03-2021 and further revised vide revised Development Permission bearing PRM/73/08/2022/206 dated 28-12-2022 (Hereinafter collectively referred to as the **"approved plans"**).
6. That as per the approved plans, a Residential Apartment Project named **"Swati Parkside"**.
(hereinafter referred to as said **"Project" / "Scheme"**) in "Applewoods Township", is being developed by the Developer on the Co-Development land being [1] Survey No. 345/1 admeasuring about 7157.69 sq. mtrs; [2] Survey No. 344 admeasuring about 1189.14 sq. mtrs; [3] Survey No. 346/1 admeasuring about 2416.31 sq. mtrs; and [4] Survey No. 346/2 admeasuring about 9868.86; collectively aggregating to

20,632 sq. mtrs of MOUJE: SARKHEJ, Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad- 4 (Paldi); hereinafter referred to as said **“Project Land”** AND more particularly described in **PART B** of **Schedule I** written hereunder. As per the approved plans the Project consists of 9 (Nine) blocks and the detail of number of units in each block is as per the table below:

Block Nos. As Per Approved Plans	No of Floors	No of Units in Block
A+B, C+D, E+F,+G+H	Cellar + Ground Floor (HP) + 13 Floors + Stair Cabin +Machine Room	384
S	Club House	1
TOTAL	-	385

7. The Non-Agricultural Use Permission for residential purpose for the said Project Land has been granted by the Deputy Collector Ahmedabad vide his various orders.
8. The Developer had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “Act”) and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said “Rules”) with the Real Estate Regulatory Authority of Gujarat (hereinafter referred to as the said “Authority”) and the said Authority had issued a Registration Certificate of Project dated **01/10/2021** bearing reference no.
PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/RAA06978/A1R/011021.
A copy of the Certificate is attached herewith as **Annexure-A**.
9. As per the said approved plans, the Development work of the said Project on the said Project Land is completed and the Building Use **(BU) permission number** _____ dated _____ has been received from the concerned authority.
10. The **DEVELOPER** has given copy of the said Township permission, Co- Development Agreement, approved plans, copies of Sale Deed in favour of **LAND OWNER**, its Index No. 2, and Village 7-12 Forms, NA Permissions, Building Use Permission and all relevant title documents etc. as are specified under the RERA Act and the rules and regulations made thereunder to the **PURCHASER** herein. The **PURCHASER** has perused, studied and explained to himself / herself / itself, the said Certificate and Report on Title of the Project Land issued by Advocate and the records, documents, papers and writings referred to therein, sanctioned Approved Plans, specifications, designs, details and common amenities of the Project and Township Infrastructure and other matters and things generally relating to the said Project and Township. The **PURCHASERS** have also verified the documents filed/uploaded by the

DEVELOPER with the Real Estate Regulatory Authority and is satisfied with the same. The **PURCHASERS** have carefully inspected and studied the same, got them scrutinized and examined by their lawyers, and are fully satisfied about them. That the **PURCHASERS** are fully satisfied about the right, title and interest of the **LAND OWNER/ DEVELOPER** and its predecessors-in-title with respect to the said Project **Land** on which the said **Project** is constructed as well as development permissions and BU permission granted by competent authority. The **PURCHASERS** confirm that no further investigation is required in this regard and will never raise any objection in future.

11. The **DEVELOPER** and **PURCHASERS** had negotiated for the sale of **Unit** bearing No. _____ situated on the ____ **Floor** of **Block** __, admeasuring about _____ Sq. meter Carpet area and _____ sq. meter appurtenant area in “**SWATI PARKSIDE**” project, belonging to the **DEVELOPER / LAND OWNER** and more particularly described in the **Schedule-II** written hereunder (hereinafter referred to as “**the said Property**” or “said Unit”) for the Purchase Consideration of **Rs. _____/- (Rupees _____ - Only)** (hereinafter referred to as the said “Purchase Consideration”). In this regards an Agreement for Sale (“**AFS**”) dated _____ had been executed and registered with the office of Sub-Registrar at Paldi (Ahmedabad-4) bearing no. _____ dated. The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the **PURCHASER**) to the said Property is as follows:

Unit No	Carpet Area Sq. mtrs.	Balcony Area Sq. mtrs.	Wash area Sq. mtrs.	Terrace Area Sq. mtrs.	Undivided Proportionate Share Sq. mtrs.

The above areas have been calculated on the basis of unfinished wall surfaces. The **PURCHASER** is satisfied with the same and has no disputes in this regard. The **PURCHASER** has checked and is completely satisfied with regards to the measurement of aforesaid carpet area and other appurtenant areas of the said Property and has no objections in this regard and shall not raise any dispute in future.

12. The undivided proportionate share in the area of Project Land is to be transferred to the **PURCHASER** and hence the Land Owner / Developer hereby convey and transfer proportionate undivided land admeasuring _____ sq. meters (more particularly described in the **Schedule III** hereunder written) forming part of the said Project Land along with undivided proportionate right to use the common areas and facilities of the said Project more particularly described in the

Schedule IV hereunder written in favour of the **PURCHASER**. The undivided proportionate share in the area of Project Land is determined in proportion to the carpet area of the said Property.

13. The Land Owner, as a Township Developer, is concerned with development of infrastructure of Township and the **DEVELOPER** herein has been granted permission to develop in accordance with provisions of law, a part of Township land and whenever any constructed unit is to be conveyed to the intending **PURCHASERS**, the Land Owner has agreed to join in the conveyance in this respect for conveying proportionate undivided share in the Project Land and shall not have any other liability with regard to development of Project. It is further clarified that all the terms and conditions in this agreement are between the **DEVELOPER** and the **PURCHASERS** and the Land Owner has no liability or obligation in this regard. However, it is clarified that Land Owner, as a Township Developer, shall always be responsible for observance of all Township Regulations and all rules framed, all orders passed, and permissions granted under such Township Regulations.
14. The said Purchase Consideration is calculated only on the basis of the Carpet Area and other appurtenant areas of the said Property and includes proportionate price of the common areas including the price for undivided proportionate share of Project Land and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the **Schedule IV** hereunder written.
15. The **DEVELOPER** has formed a Cooperative Service Society namely, “_____” (hereinafter referred to as said “**Project Management Body**” or “**Management Body**”) for the management, running and maintenance of common areas, common facilities and amenities of the said Project. As per the applicable provisions of the said Act the rights and interest in all the common areas, facilities and amenities of the said Project shall be transferred by the **DEVELOPER** in the name of the said Project Management Body in fiduciary capacity and the **PURCHASER** shall become one of the members of the said Project Management Body. The Purchaser herein gives his irrevocable consent for the same. All matters and things relating to common areas of the Project and common amenities and facilities subject to other provisions herein in general shall be attended, managed and governed by / through Project Management Body and shall be binding upon the **PURCHASER**. The **PURCHASER** hereby agrees to abide by all the rules and regulations of the said Project Management Body. The **PURCHASER** herein shall not raise any dispute or objection or challenge for the same. Any attempt to do so shall be null and void.

16. The **Land Owner** has also formed a maintenance body **"Stanford Operations & Maintenance Private Limited"** for the overall maintenance and management of the infrastructure, common facilities and common areas of the **Applewoods** Township (**'Township Management Body'**). The Purchaser shall become member / part of the said Township Management Body either directly or through Project Management Body as and when it is formed and agrees to pay necessary contribution as deposit and towards recurring maintenance charges or other amounts to the Township Management Body as may be decided by Township Management Body or the **Land Owner**. The PURCHASER has gone through the agreements entered into by the Project Management Body with the Township Management Body and the same shall be binding on the PURCHASER. The PURCHASER hereby agrees to abide by all the rules and regulations of the said Township Management Body and comply with all the terms and conditions of the Township Order.
17. The PURCHASERS have paid the above stated Purchase Consideration to the DEVELOPER as per Annexure-B.
- The **PURCHASER** has requested the **Land Owner / DEVELOPER** to convey the Said Property, more particularly described in the Schedule - II hereunder written in its/his/her favour by execution and registration of this Deed of Conveyance / Sale Deed which the **Land Owner / DEVELOPER** have agreed in the manner as hereinafter appearing:
- I. **Now this Indenture Witnesseth that** in consideration of the payment of the said Purchase Consideration paid as mentioned in **Annexure - B** by **PURCHASERS** to the **DEVELOPER** being the full consideration payable by the **PURCHASERS** for the said **Property** more particularly described in the **Schedule-II** hereunder written; the payment and receipt whereof the **DEVELOPER** doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the **PURCHASERS**, the **DEVELOPER** doth hereby convey, grant, transfer and assure unto the **PURCHASER ALL THAT** said **Property** (more particularly described in the **Schedule II** hereunder written) and the **LAND OWNER** doth hereby convey, grant, transfer and assure the undivided proportionate share of Project land (more particularly described in **Schedule III** hereunder written) unto the PURCHASER **TOGETHER WITH** the right to use common areas and facilities of the **Project** (more particularly described in the **Schedule IV** hereunder written) proportionately with other owners of various units in the **Project AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **LAND OWNER / DEVELOPER** in to out of or upon the said **Property** or any part thereof **TO HAVE AND TO HOLD** the said **Property** hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the **PURCHASERS** for ever as full owners as members of the **Project Management Body** and subject to the rules, regulations and resolutions of the said **Project**

Management Body and also subject to the rules, regulations and resolutions of the said **Township Management Body** and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of the said **Property**.

- II. The **PURCHASER** is aware that, the Project Land on which the said project is constructed will eventually be jointly held by all the Unit owners / members of the said Project. The **PURCHASER** is aware that the other **Units** situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favour of such other buyers and hence, all the owners shall have undivided proportionate interest in the Project Land, common facilities, areas and amenities and shall be entitled to use and enjoy them jointly subject to the terms mentioned herein.
- III. That quiet, vacant and peaceful possession of the said **Property** described in **Schedule-II** is delivered by the **DEVELOPER** herein to the **PURCHASERS** today and the **PURCHASER** acknowledges the delivery of the said **Property** in good and proper condition. The **PURCHASERS** have verified and are satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and they shall not raise any objections/claims in this respect in future. The **PURCHASER** has also verified the physical condition of the said Property and is satisfied with the same. The **PURCHASERS** have completely satisfied itself with regards to the measurement of carpet area and other appurtenant areas of the said Property and its corresponding proportionate undivided share in Project Land and has no objections in this regard and shall not raise any dispute in future. The **PURCHASER** has inspected the said Property and the said Project including its amenities and facilities and acknowledges that they are completed in all respects.
- IV. And the **LAND OWNER / DEVELOPER** doth hereby for itself, its successors and assigns **COVENANT** with the **PURCHASERS** that notwithstanding any act, deed, matter or thing whatsoever by the **LAND OWNER / DEVELOPER** or any of their respective ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the **LAND OWNER / DEVELOPER** now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said **Property** hereby granted, conveyed released or assured or intended so to be unto and to the use of the **PURCHASERS** in the manner aforesaid and subject to the terms and conditions stated in this deed and also subject to rules, regulations and resolutions of the **Project Management Body / Township Management Body**.
- V. And that the **PURCHASERS**, after obtaining possession of said **Property** from the **DEVELOPER** in writing shall and may at all-time hereafter peacefully and quietly

enter upon, occupy, possess and enjoy the said **Property** and receive the rents and profits thereof and of every part there to and for his/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the **LAND OWNER / DEVELOPER** or any members or any of them or claiming by, from, under or in trust for him or any of them upon fulfilment of and subject to what is stated herein. The PURCHASERS shall carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses in the same condition, state and order in which it has been delivered by the DEVELOPER to the Purchaser and shall not do or suffer to be done anything, 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.

- VI. And full and free right liberty and license for the **PURCHASERS**, their heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said **Property** and its or their tenants and servants and all other persons authorized in that behalf by it or them from time to time and at all times after delivery of possession from the **DEVELOPER** in writing, by day and or night for all purposes connected with the use and enjoyment of the said **Property** to go, return, pass and re- pass with or without vehicles in, along, over and upon the Project land of common facilities and approaches subject to what is stated elsewhere in this Sale Deed and rules made by the **Project Management Body** from time to time.
- VII. The **DEVELOPER** covenants with the **PURCHASERS** that the said **Property** or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said **Property** and that said **Property** is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the **DEVELOPER** has not taken any loan or financial assistance of any nature from anyone by creating charge over the said **Property**. Therefore the said Property is free from any mortgage or charge.
- VIII. The **DEVELOPER** hereby covenants to the **PURCHASERS** that, within a period of five years from the date of B.U. permission/handing over the Unit to the **PURCHASERS**, the **PURCHASERS** if brings to the notice of **DEVELOPER** any structural defect in the Property or the building in which the Property is situated then, wherever possible such defects shall be rectified by the **DEVELOPER** at his own cost and in case it is not possible to rectify such defects, then the **PURCHASERS** shall be entitled to receive from the **DEVELOPER**, compensation equal to cost to cure / rectify such defect. Provided that the **DEVELOPER** shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a. If the cause of any such defect is not attributable to the **DEVELOPER** or are beyond the control of the **DEVELOPER**; or
 - b. In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
 - c. **DEVELOPER** shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or colour variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier; or
 - d. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the **PURCHASER** and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the **PURCHASER/ Management Body**, the **DEVELOPER** shall not be responsible for any defects occurring due to the same.; or
 - e. The Project **Management Body** or the individual **PURCHASER** has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ **DEVELOPER**.
 - f. If the **PURCHASER** has defaulted in any of its covenants or is in breach of any of the terms and conditions as mentioned in this agreement.
 - g. The **PURCHASER** has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out, then the defect liability automatically shall become void.
- IX. That the **DEVELOPER** has paid and shall pay all kinds of Panchayat taxes, AMC/AUDA Cesses, Betterment charges and Revenue Taxes etc in respect of the said **Property** up to the date of receipt of BU permission. Irrespective of the date of booking or sale deed execution, the **PURCHASERS** shall be liable to pay such AMC/AUDA taxes, property taxes, cesses, charges, etc. for the period post BU permission date. The **PURCHASERS** shall also be liable to pay betterment charges, town planning related charges, water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property within 15 (fifteen) days of the demand made by the concerned authority/ Project Management Body/ Township Management Body/ **DEVELOPER/ LAND OWNER**. So long as the Said Property is not separately assessed for water rates, electricity bills, and any other outgoing

amenities/ facilities, the Purchaser shall pay to the **DEVELOPER** such amount as may be fixed by it from time to time. After the Said Property in the Said Project is separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Purchaser by the **DEVELOPER**. The decision of the **DEVELOPER** in all matters relating to the same shall be final and binding upon the Purchaser.

- X. **A)** The **PURCHASERS** hereby undertake and declare that they are legally entitled to buy the said Property under the prevailing laws and have taken necessary permissions for the purchase of the said Property and have paid the consideration for the said Property through legally permissible means. It will be the sole responsibility of the **PURCHASERS** to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the **PURCHASERS**, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the **PURCHASERS** alone and the **PURCHASERS** hereby completely indemnify the **DEVELOPER** in this regards for all times to come. The Purchaser agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser, and all concerned. The **DEVELOPER** accepts no responsibility in respect thereof.
- B)** Without prejudice to other rights and remedies of the **DEVELOPER** / Project Management Body under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Purchaser shall indemnify and keep the **DEVELOPER** / **LAND OWNER** and all persons to claim under it / Project Management Body, other purchasers/ Allottee / employees, agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions on the part of Purchaser and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non-payment, non- observance or non-performance of the said covenants and conditions by the Purchaser as mentioned herein.
- XI. The terms and conditions of all other deeds like agreement for sale, application form, etc. shall also be binding upon the **PURCHASERS** and their transferees for all times to come.
- XII. The **PURCHASERS** accept, confirm and record that he/ she has been given all documents, details, particulars, as are specified under the said RERA Act and the rules and regulations made thereunder, and the **PURCHASER** is satisfied in

respect of the same. The **PURCHASER** further agree and confirm that the **DEVELOPER** to the satisfaction of **PURCHASER** has carried out all functions, duties and obligations imposed upon the **DEVELOPER** under the said RERA Act, rules, regulations and guide-lines framed / issued thereunder and also under the said Agreement for Sale, and the **PURCHASER** has no complaint or grievance or objection of any nature whatsoever in respect of the same. The **PURCHASER** hereby acquits, release and discharge the **DEVELOPER** from its all obligations, duties and functions any and all on its part to be observed and performed generally. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

- XIII. If any provision of this Sale Deed shall be determined to be void or unenforceable under the applicable laws, such provisions of this Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.
- XIV. It is clearly understood and so agreed by PURCHASER that all the provisions contained herein and the obligations arising hereunder in respect of the said Property shall equally be applicable to and enforceable against any subsequent Allottees / Occupiers of the said Property, in case of a transfer or transmission, as the said obligations go along with the said Property for all intents and purposes.
- XV. The PURCHASER has no complaint or grievance of any nature whatsoever for the workmanship quality of construction and the materials used and for the plans, specifications, common area and amenities and designs of the Project and the said Property. The PURCHASER has taken inspection of the Said Property and has checked, verified and satisfied about its area – measurement, and that the Said Property is duly complete in all respect with all utilities and all required common amenities, facilities and services. The PURCHASER has no disputes in this regard and shall not raise any dispute in future.
- XVI. The DEVELOPER / Project Management Body/ Township Management Body shall, in respect of any amount remaining unpaid by the PURCHASER under the terms and conditions hereof, have a first lien and charge on the Said Property.
- XVII. The Purchaser shall at no time demand partition of his/her/its interest in the Project Land or try to sell or convey his share in the Project Land. It is being

agreed and declared by the Purchaser that his/her/its interest as stated above is impartible, except exclusivity of Purchaser of Said Property.

XVIII. The expression "Project Management Body" / "DEVELOPER" / "Township Management Body" / "LAND OWNER" shall also mean and include any person authorized or nominated by it or its assignee or transferee or successor.

XIX. The letters, receipts and/or notices issued by the DEVELOPER / Project Management Body / Township Management Body dispatched to the address of the Purchaser or by way of E-mail, as known to the Developer will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the DEVELOPER / Project Management Body / Township Management Body.

THIS SALE DEED FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under: -

The **PURCHASERS** irrevocably agree that they have purchased the said **Property** on the following terms and conditions and have specifically agreed, undertaken, accepted, acknowledged, confirmed and covenanted with the **LAND OWNER/ DEVELOPER** that the Said Property is allotted, granted, conveyed, transferred and assigned by the **DEVELOPER** unto the **PURCHASERS** is also subject to the obligations, conditions, restrictions, prohibitions, acceptance, stipulations and regulations contained herein and they shall govern and control the transaction, and the PURCHASER has understood, confirmed, accepted, agreed to observe and perform the same on its part, and the same shall be covenants running with the Said Property. The PURCHASER further covenants with the **LAND OWNER / DEVELOPER** as stated hereunder: -

- (1) The **DEVELOPER** has formed the said Project Management Body namely, "_____ Society Name _____" for management and maintenance of common facilities and amenities of said **Project** and **PURCHASERS** shall from time to time sign and execute the application and other papers and documents necessary for the membership of the **Project Management Body**. The **PURCHASERS** shall co- operate and assist the **DEVELOPER** in functioning of the Project Management Body and shall become member of the said Project Management Body by purchasing necessary shares. The **PURCHASERS** also agree to abide by the rules, regulations and resolutions of the **Project Management Body** which is formed for the management of the said **Project** and assures that they shall not commit any breach of the same.
- (2) The **PURCHASERS** hereby agree that even though the undivided proportionate share in the Project land is being transferred under this Deed, if the Developer

is required to execute separate transfer for common areas of the **Project** in favour of the Project **Management Body**, he/ she/ it/ they shall also be liable to pay to the **DEVELOPER**, the **PURCHASER'S** share of stamp duty and registration fees payable for such transfer of title, If the **PURCHASERS** fail to pay such amount, then the **DEVELOPER** shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the **PURCHASER** to the Project **Management Body**.

- (3) As per the provisions of the said Act / Rules, vide this sale deed undivided proportionate share in the Project land pertaining to the said property, more particularly described in **Schedule III** hereunder written has been transferred to the **PURCHASERS**. In the similar manner, as and when remaining units in the said **Project** are sold to various prospective **PURCHASERS**, the **LAND OWNER** shall transfer proportionate undivided share in the Project land to those respective **PURCHASERS** in such manner that as and when all units in the said **Project** are sold and sale deed for all units have been executed then the entire **Project Land** shall vest in the names of all the **PURCHASERS** jointly. The **PURCHASERS** herein shall be entitled to sell or transfer the said **Property** together with the undivided proportionate share in the Project land as the same is inseparable and forms an integral part of the said Property.
- (4) The **PURCHASERS** shall observe and abide by all the rules and regulations which the Project **Management Body** may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance and including discipline for use of the said building and the said **Property** 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 **PURCHASERS** shall also observe and perform all the stipulations and conditions laid down by the Project **Management Body** regarding the occupancy and use of the said **Property** in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings. The Purchaser is aware and has perused and studied the constitution of the said Project Management Body, rules and regulations thereof and the resolutions, decisions, etc. taken or adopted from time to time. The Purchaser has also gone through the executed copies or the draft copies of the Agreements that the Project Management Body may have entered into with various entities and all such agreements shall be binding upon the Purchaser. The Purchaser accepts and confirms the same and shall not be entitled to dispute, challenge or object the same.
- (5) (A) It is hereby agreed by the **PURCHASERS** that as owners of said **Property** in pursuance of this deed it shall deposit with the Project **Management Body**

necessary maintenance Deposit as decided by the Project **Management Body / DEVELOPER** from time to time. The **PURCHASERS** agree that subsequently it shall also pay such amount as may be decided by the said Project **Management Body / DEVELOPER** for running / recurring or routine maintenance charges. Such charges may be collected by the Project **Management Body / DEVELOPER** in advance in lump sum for a period of **24 months** and the same shall be paid by the **PURCHASERS** without any dispute. It is hereby agreed by the **PURCHASERS** that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the date of booking or sale deed execution of the said **Property**. The **PURCHASERS** shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Project **Management Body / DEVELOPER** towards common expenses, maintenance and other expenses incurred for the management and maintenance of common amenities and services of the said Project. The Project **Management Body** shall also be entitled to use/ spend the corpus of the said maintenance deposit fund in case of necessity. The **PURCHASERS** shall also be required to pay additional amount in future as corpus fund or otherwise if the Project **Management Body** so decides to meet with such expenses. In case if the **PURCHASERS** fails or refuses to make the necessary payments to the said Project **Management Body**, the said Project **Management Body** shall be entitled to cut off the common services agreed to be given to the **PURCHASERS** and thereafter the **PURCHASERS** shall not be entitled to demand such services from the said Project **Management Body** and the **PURCHASERS** shall also be bound to pay interest at the rate as prescribed by said Project Management Body per month in case of default or delay. The **PURCHASERS** shall not be entitled to use and demand any services and facilities from the Project **Management Body** if they have committed default in payment of maintenance charges.

(B) The **PURCHASER**, if directed by the **DEVELOPER** to do so, hereby undertakes to become a member of said Township Management Body either by purchasing necessary shares or in such manner that may be directed by the **DEVELOPER**. The Township Management Body shall enter into an Agreement with the Project Management Body on such terms as may be agreed between them and confirmed by the Land Owner / **DEVELOPER** for the Operations and Maintenance of the Township Infrastructure of Applewoods Township. The **PURCHASER** hereby agrees to cooperate in the same and shall not raise any objection on any terms that may be agreed between the Township Management Body and the Project Management Body. The Purchaser hereby agree to abide by the rules and regulations of the Township Management Body as regards general administration, management, maintenance, repair, addition, omission, upgrade, allocation, distribution, management, use, occupation,

enjoyment, maintenance, repair, reconstruction, renovation or replacement etc. of the common amenities, facilities, services, infrastructures and conveniences of the said Township Infrastructure. The PURCHASER agrees to pay Rs. _____/- as corpus deposit on the execution hereof and also annual advance recurring maintenance charges of Rs. _____/- for _____ years in advance. The Purchaser shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. The said corpus deposit and the said annual advance maintenance charges shall be paid by the Purchaser in the name of the Township Management Body or any other entity as may be directed by the Land Owner / **DEVELOPER**. And it is hereby clarified that as per the conditions of grant of Township Permission, the Township Management Body and / or the administration and management of the Township Infrastructure thereof, will be handed over to the competent authority as per provisions of the Township Regulations.

(C) The Purchaser shall also pay such amount as may be decided by the said Township Management Body annually in advance for annual maintenance as well as any deficit in deposit. Maintenance deposit shall be utilized by the said Township Management Body / Land Owner towards maintenance, repair and up-keep of Township Infrastructure. The Township Management Body / Land Owner shall also be entitled to use/spend the corpus of the said fund in case of necessity. The Purchaser shall also be required to pay additional amount or deficit in future if the said Township Management Body / Land Owner decides to raise additional fund to meet with such expenses. The Purchaser shall be liable to pay penal interest at the rate decided by Township Management Body apart from any other penal actions and shall not be entitled to demand any services from the Township Management Body if it has committed default in payment of maintenance charges, maintenance deposits or any additional amount as mentioned herein or has defaulted in complying with the rules and regulations of the Township Management Body.

- (6)** The **PURCHASERS** shall not use the said **Property** or permit the same to be used for any immoral or illegal purposes nor for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the **Project** or to the owners or occupiers of the neighbouring properties. The **PURCHASERS** agrees not to obstruct the common areas or passages of the said Project or Building or driveways of the Project or the ground floor margins of the said project or the side margins of the said project or the common foyer spaces by erecting any kind of temporary or permanent structure or by placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.

- (7) That the **PURCHASERS** shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its **Property** in the common passages, balconies, compound or any portion of the said Project. The **PURCHASERS** shall maintain the esthetics of the Project. The **PURCHASERS** shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without causing any damage to the common areas of the building. The **PURCHASERS** shall not store in the Property 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 unit is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the said building or the Property on account of negligence or default of the **PURCHASER** in this behalf, the **PURCHASERS** shall be liable for the cost and consequences of the breach. The **PURCHASERS** shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said property and shall also pay any deposit or charges as may be levied in this regard. If the **PURCHASERS** or its employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the **PURCHASERS** shall be liable to clear such dirt, rubbish, etc at its cost and in addition the **DEVELOPER / Project Management Body** shall also be entitled to impose fine on the **PURCHASERS** or its employees, visitors, etc.
- (8) The **PURCHASERS** shall not use the said **Property** for non-residential purposes. The **DEVELOPER/ Management Body** shall also be entitled to immediately stop the non- residential use even if such use has begun.
- (9) That the **PURCHASERS** shall not use the said **Property** as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office, restaurants, laboratory, video game parlour, beauty parlour, pan parlour, spa, cybercafé, office of trade union or political party or to put any hoarding, neon-sign lights, advertisement or tower on any part of the said property, terrace or open land or for any other commercial purpose which may be objectionable to the said **DEVELOPER / Project Management Body** or to the other occupiers in the said Project.
- (10) That the **PURCHASERS** shall maintain at its own costs the **Property** purchased by the **PURCHASERS** in the same good condition, state and order in which it will be delivered to the **PURCHASERS** and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority,

Ahmedabad Municipal Corporation, UGVCL and Torrent Power Limited and any other authorities, local bodies, and the **Management Body** and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.

- (11) The **PURCHASERS** or their employees, agents, etc. shall not demolish or do any additions / alterations / modifications of any nature in the said Property or any part thereof which may be against the rules, regulations or bye-laws or which are likely to cause damage, hazard or structural deterioration to the said **Property** or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said **Property** and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said **Property** is situated. No modifications or changes shall be allowed in the elevation / façade of the project building or the colour scheme for all times to come. The **PURCHASERS** shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Management Body. The **PURCHASER** may carry out internal civil work (non-structural) with prior written consent of **DEVELOPER / Project Management Body** and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of Ahmedabad Municipal Corporation / Ahmedabad Urban Development Authority (AUDA) and /or any other authorities however the **PURCHASER** shall never chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the said Property or Building for all times to come. The **PURCHASER** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/**PURCHASER** of a building to ensure that the building is kept in good repair, such that its structure stability is not compromised in any manner. It will be the responsibility of the owners / **PURCHASERS** of the project to obtain a Periodic Inspection and Maintenance Certificate from a Structural Engineer. The **PURCHASERS** hereby confirm to abide with the statutory requirements in this regard.
- (12) The **PURCHASERS** shall not alter/change the size and shape of the door, windows, shutters etc. and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc. of the said Block/ **Unit**. The **PURCHASERS** shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised.

- (13) That the **PURCHASERS** shall not put any Name Plates without the prior written permission of the **DEVELOPER / Management Body**. The **DEVELOPER/ Management Body** will provide necessary dimensions and sizes for the Name Plates to be displayed at the entrance of the Units. The **PURCHASERS** shall be allowed to put its Name Plates on the entrance wall/door of their Unit and shall also follow the instructions of the **DEVELOPER/ Management Body** regarding dimension and size of the Name Plates. The **PURCHASER** shall never put or install any hoarding, or vinyl or signage or any drape inside the said property which is visible from outside the building in any manner and the **PURCHASER** shall not put or install anything on the façade of the building. Only the **DEVELOPER / Management Body** are authorized to put up the **PURCHASER's** name along with all other members / occupiers of the Project at a designated place on the ground floor foyer of the building.
- (14) That the **PURCHASERS** shall keep insured its **Property** against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the **PURCHASERS** with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the **Management Body** or the **DEVELOPER**, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the **Property** being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the **Property**. That the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other units, or whereby any increased premium shall become payable in respect of the insurance.
- (15) That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building and necessary certificate / license has been taken from the designated authority. The **PURCHASERS** hereby confirm that the responsibility to abide by the terms and conditions of the said certificate / license and for the maintenance, repair and proper up – keep of the said system shall be that of the members/owners residing in the Project and any loss, damage, injury, accident, death caused by a fire breakout or due to functioning/ non-functioning or malfunctioning of the firefighting system shall be the sole responsibility of the **PURCHASERS** and no demand/action/claims whatsoever in respect of the same shall be made against the **DEVELOPER** or the **Management Body**. The **PURCHASER** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/ **PURCHASER** of a Project / building to ensure that the fire prevention and safety provisions in a Project / building are kept in good working conditions at all times and to follow the

Maintenance Protocol in this regards. It will be the responsibility of the owners / **PURCHASERS** of the project to obtain a Periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also, it shall be the responsibility of the Owners / **PURCHASERS** to take renewals of Fire System licenses at their own cost from the competent authority from time to time. The **PURCHASERS** hereby confirm to abide with the statutory requirements in this regard.

- (16) (A) That the **PURCHASERS** hereby are aware and unequivocally agree, consent and confirm that that the rights to use the terrace space on the top of the Project building is a restricted / limited facility and its use shall always be regulated by the **Management Body**. The **PURCHASERS** herein shall not have any right, title or interest in the said terraces of the building. If any terrace spaces are appurtenant to a particular unit then the same shall be for the exclusive use of the occupier of such respective unit. The **PURCHASERS** herein agree that he shall not claim any right in such terrace areas.

(B) The promoter shall not have any claim over additional future F.S.I., terrace and common area rights after building use permission has been obtained. Such rights if any will be enclosed by the society of buyer.

- (17) The **PURCHASERS** hereby irrevocably agree that the **DEVELOPER** alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement in the said Project. The **PURCHASERS** further agree that **DEVELOPERS** and their agents shall be entitled to install hoardings, LCD Screens, Video walls or any other audio-video modes of advertisement/publicity in the said Project. That the **DEVELOPER** shall be entitled to use any/all portion of the outer Wall i.e. outer Surface of the premises or of the entire building or on terraces for placing/ affixing/ printing any advertisement/ signs/ decorative neon lights etc even after this Sale Deed. The **DEVELOPER** shall also be authorized to operate a marketing office and carry out other allied activities from the said Project premises till the time all the units in the Project are sold off. The Purchaser shall not raise any objection in this regard.

- (18) (A) That the **PURCHASERS** shall permit the **DEVELOPER/ Management Body / Township Management Body**, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hours' notice (except in case of emergency) to enter in to and upon his/her/their property and any part thereof to view and examine the state and condition thereof or for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and

other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other property in the building in respect whereof the occupiers of such other Property as the case may be shall have committed default in paying its share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the **Management Body / Township Management Body**. The Purchaser shall without delay, at his cost and expenses carry out any want or defects pointed out to Purchaser during such inspection.

(B) It is specifically agreed by the Purchasers that the Land Owner / Township Management Body has the "Rights in perpetuity on Co-Development Land & Project Land" to lay, inspect, maintain, operate, repair, or replace or substitute any part of Township Infrastructure and the Land Owner as well as its representatives shall have free right of access in the Co-development Land for all times to come, even after the possession of all the units has been handed over in the Co-development Land.

- (19)** The **PURCHASERS** are aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in **Units** as well as from the neighbouring and upper **Units**. Leaked water/moisture may appear on the walls of said **Unit** and that may deteriorate the paint and plaster on the walls. **PURCHASERS** are aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. **PURCHASERS** agree that the **DEVELOPER** shall not be liable for any damage in the **Unit** due to leakage of water and its various other side effects. However, the **PURCHASERS** hereby undertake to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower or adjoining Units complain of any water leakage in their unit.
- (20)** The Lift facility in this building shall be used as per rules of the **Management Body** which is formed for the management of said building. It is to be economically used. The **PURCHASERS** as well as their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions / Licenses are taken for its usage. The **PURCHASERS** hereby confirm that the responsibility to abide by the terms and conditions of the said permission / license and for the maintenance, repair and proper up – keep of the said lifts shall be that of the members/owners residing in the Project. Lift is a machine and is not manufactured by the

DEVELOPER. Therefore during the use of the lift and even as a result of any malfunction or negligence or otherwise, if anyone is injured or any damage occurs then the **DEVELOPER** shall not become responsible for it and the **PURCHASERS** or their employees, heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from the **DEVELOPER** and **PURCHASER** hereby gives assurance and consent in it. The **PURCHASER** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat Town Planning and Urban Development Act, 1976, it shall be the responsibility of the Owners/**PURCHASER** of a building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners / **PURCHASERS** of the project to follow the Maintenance Protocol as mentioned in the said regulations. Also, it shall be the responsibility of the Owners / **PURCHASERS** to take renewals of Lift licenses at their own cost from the competent authority. The **PURCHASERS** confirm to abide with the statutory requirement in this regard.

- (21) The **PURCHASERS** and their family members, staff, visitors, etc. shall not spoil or damage any part of the common property or amenity of the said Project or the said Township. The **DEVELOPER/ Management Body** shall be entitled to impose fine on any person spoiling or damaging the common property or rendering it unfit for public use and also recover the cost of repairs from the **PURCHASERS**.
- (22) The **DEVELOPER** has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The **PURCHASERS** hereby are aware and unequivocally agree, consent and confirm that the **PURCHASERS** and their family members shall park their vehicles only in their allotted/ designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project (in hollow plinth, margins or basement) are on allotment basis and allotment rights are solely with the **Management Body** which shall be regulated by the **Management Body** in consultation with the **DEVELOPER**. The Management Body shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars. The allotment of car parking spaces may be provided either "back to back" (dependent car parking) or "up and down" in case of mechanical parking system. Some allotted parking slots might be covered while some might be in open to sky. The allotted parking slots may be on the ground floor or in the hollow plinth or in any of the basements. The **PURCHASER** is aware that the parking slots may be allotted in any combination as mentioned above and such allotment shall be binding to the Purchaser and he shall not raise any objection in this regard. The **PURCHASERS** hereby agree

to abide by the parking allotment arrangements made by the **Management Body / DEVELOPER** and not to raise any dispute with regards to the same in the future. The **PURCHASERS** hereby declare that they have not paid any amount to the **DEVELOPER** towards the use of parking spaces or for the allotment of parking slots. The **DEVELOPER/ Management Body** shall be entitled to take strict action against the **PURCHASER**, including imposition of fine, if they don't follow the parking rules. The **PURCHASERS** are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project.

- (23) **A) "SWATI PARKSIDE"** project has been developed in one of the sectors of APPLEWOODS Township. The said Township may include bungalows, row houses, villas, hotel, club, Business Park, shops, apartments, flats, offices, Township Infrastructure, etc... ("Diverse Development"). The Purchaser has understood and has specifically agreed and accepted that the entire Township proposed and projected on the Township Land comprises of different Diverse Development projects, distinct, separate and independent of each other with common Township Infrastructure. Each such Project in Township is distinct, separate and independent with its own common amenities, with separate, independent units or premises to be owned, possessed, held, used and occupied by the allottees/Purchasers thereof. The Project herein is one of such projects and said Property herein is one of the units thereof. The PURCHASER hereby covenants that it shall not raise any objections against inclusions/exclusions of any sub-project or any type of construction being made in the APPLEWOODS Township and the LAND OWNER / DEVELOPER shall be entitled to make any type of legally permissible construction / development in the township land / co-development land. The PURCHASER hereby covenants that the LAND OWNER / DEVELOPER shall be entitled to develop the said **SWATI PARKSIDE** project as well as the other areas/projects in the said Township and to undertake construction activities without any hindrance, objection or requisition from the PURCHASER notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. The PURCHASER hereby covenants with the DEVELOPER that the rights and entitlements of the PURCHASER are limited only to **SWATI PARKSIDE** project. The PURCHASER has no rights or entitlements in the balance portion of the said CO- DEVELOPMENT LAND or in any of the Projects that may be developed therein. Further, the PURCHASER covenants with the DEVELOPER that the development rights of the said CO-DEVELOPMENT LAND shall at all times remain with the DEVELOPER only and the DEVELOPER shall be entitled to undertake construction and develop the same in the manner it desires and the PURCHASER shall never raise any objection and shall extend all the co-operation to the DEVELOPER for the same.

B) It is specifically agreed and accepted by the PURCHASER, and is the essence of this Agreement that the LAND OWNER / DEVELOPER has un-restricted, un-fettered and un- hindered development rights in respect of the township land / co-development land, to use, exploit, develop, construct, etc. different projects and infrastructure as LAND OWNER / DEVELOPER may decide and as may be permissible under the applicable building rules, special or general. The over-all control and management of the said Township, implementation thereof, power to sell the units and other premises in different other projects in / of Township, of all and every other related matter, in general shall be that of the LAND OWNER / DEVELOPER. The decision of the LAND OWNER / DEVELOPER in all matters shall be final and binding upon the Purchaser herein and all other allottees/Purchasers in the Project and said Township

C) The PURCHASER hereby acknowledges and unequivocally agrees that the DEVELOPER has the rights to undertake any kind of legally permissible development /construction in the CO-DEVELOPMENT Land which is abutting / adjoining the project land. The adjoining land / Sector may consist of bungalows, row houses, villas, hotels, clubs, Business Park, shops, high rise apartments / flats, commercial complex, etc. The PURCHASER hereby covenants to accept and gives his/her/its express and irrevocable consent for any type of legally permissible construction being made in the said adjoining sector of co- development land.

D) The LAND OWNER / DEVELOPER have un-restricted, un-hindered, un-qualified, un- limited and unfettered right to add to, join, connect or attach with, and enlarge / extend / expand / make bigger (“enlarged Township”) the Township, or to reduce, remove or abandon any part from / of the Township, by adding or removing any piece or parcel of land / lands to Township. The LAND OWNER / DEVELOPER have un-restricted, un- hindered, un-qualified, un-limited and unfettered rights to undertake any kind of legally permissible development activities in such newly added land parcels of enlarged Township. Township Infrastructure may also undergo change / revision. The members of projects in such newly added land parcels shall not be required to pay any amount by way of any additional contribution or compensation towards the use of Township Infrastructure. PURCHASER hereby gives consent for the same, and shall not raise any objection in respect of aforesaid.

E) The LAND OWNER / DEVELOPER will be entitled to make such additions, alterations, modifications, changes, etc. in the Township from time to time as it may deem fit. The PURCHASER shall not raise any dispute, claim, objection, challenge, reservation, restriction, nuisance or annoyance for such change and sanction and implementation thereof. If raised, the same shall be null and void.

The Purchaser hereby gives specific consent for the same and such consent is irrevocable and forms basis of this Agreement.

F) The right and interest of Purchaser is limited and restricted to the Said Property and Floor Space Index (FSI) corresponding to construction of such said Unit. All and every balance FSI, additional FSI, floating FSI, transferable FSI or any purchasable FSI as per or under the Township Regulations, TDR available under the Slum Redevelopment Policy, Regulatory Provisions or generally available in relation to Township Land or Project Land, shall belong to the Land Owner / DEVELOPER and may be used in the development in Township or any other place as they may deem fit. The Purchaser shall not be entitled to ask for any more FSI or carry out any more additional or further construction and shall not make any alterations or changes in construction or design thereof amounting to use of more FSI or otherwise and if done then the same shall be treated as illegal construction and shall be subject to demolition. However, notwithstanding to the above, post the completion of said project and conveyance of all the units in the said Project, the LAND OWNER / DEVELOPER shall not hold any claim or interest in the future FSI that may additionally be available on the said Project.

G) The LAND OWNER / DEVELOPER shall have the absolute right to make additional construction on the said Township Land and to construct additional units/structures in any of the sub projects in order to utilize any residual, unutilized, balance, or additional F.S.I. / TDR as per the plan approved by appropriate authority and the Purchaser as well as its transferees shall not be entitled to object to it or to create any obstruction for whatsoever reason including claiming any easement rights. The Purchaser shall assist and extend all the co-operation to the DEVELOPER in respect of the above, which includes signing and executing necessary application, affidavits, consents, etc. if required for obtaining approval in respect of the above.

(24) The **PURCHASERS** hereby acknowledges that even after the **Management Body** has been formed with respect to the said Project, the **DEVELOPER** shall be entitled to sell or in any other manner transfer the un-sold units(s) in the said **Project** to any prospective PURCHASER on such terms and conditions as it may deem fit and such PURCHASER/ transferee of un-sold apartments shall be entitled to become member of the **Management Body** and use all common areas and facilities in the **Project** at par with other unit PURCHASERS/occupiers. It is expressly agreed between the Parties and the PURCHASER hereby agrees and confirms that the **DEVELOPER** shall not be liable to pay maintenance and all other charges of any nature whatsoever for the unsold units in the said Project.

- (25) That if the PURCHASERS are found to have committed breach of any of the conditions then the DEVELOPER and/or Management Body shall be entitled to specifically enforce the terms and conditions of this Sale Deed and/or agreement for sale.
- (26) **A)** The Purchaser shall not let, sub-let, transfer/sell, assign or part with interest or benefit of Said Property until all the dues payable by the Purchaser to Project Management Body and Township Management Body are fully paid up and permission is granted by the Project Management Body. The conditions that may be imposed for grant of permission shall be binding upon the Purchaser.
- B)** After obtaining previous written permission of the **Management Body /DEVELOPER / Township Management Body** the **PURCHASERS** shall be entitled to transfer/ sell, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of said **Property** or to assign, underlet or part with its interest under or benefit of this sale or any part thereof in the said **Property** and such approval shall not be normally denied unless the **PURCHASERS**/ occupiers have committed breach or default in compliance of the terms and conditions of this sale deed or any other agreements entered into with of the **Management Body** or its rules, resolution etc. as the case may be and if the activities of the transferor or transferee are not suitable to the Building/ **Management Body**. The **PURCHASERS** shall take prior written permission from the Project **Management Body** before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the **PURCHASERS** to inform the concerned Police Station about the renting of the Property as per prevailing laws. Any such transfer or assignment inter- vivos or by operation of law or any disposal in any manner whatsoever by the Purchaser or by way of transmission on account of inheritance or succession, shall take effect along with the share and membership of the Project Management Body and as per rules, regulations, resolutions, decisions and policies of the Project Management Body and Township Management Body in force from time to time.
- (27) That the **PURCHASER** and the persons to whom the said **Property** shall be subsequently transferred, assigned or given possession of with the permission of the **Management Body** of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said **Management Body** may require for safeguarding the interest of the said **Property** and its occupiers.
- (28) That the **PURCHASER** and persons to whom the said **Property** shall be subsequently transferred, assigned, leased or given possession of shall observe,

obey and perform the rules, regulations and resolutions, which may have been made from time to time by Project **Management Body / Township Management Body** including discipline for use of the Said property; for the protection, maintenance, use and transfer of the said **Property** and other space and premises therein and/or in the compound. They will also abide by the building rules, regulations and bye-laws for the time being of the Ahmedabad Urban Development Authority, Ahmedabad Municipal Corporation and other authorities of the government. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Project Management Body / Township Management Body regarding the occupancy and use of the said Property and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges or other out-goings in accordance with the terms of these presents.

- (29) That if the **PURCHASERS** or its family members, guests or any person claiming under the **PURCHASERS** have damaged or caused to have damaged any of the common properties/ amenities/ facilities of the said project or the **PURCHASERS** are found to have committed breach of any of the conditions without prejudice to the right of expulsion of the **PURCHASERS** from the occupation and membership of the said **Management Body** and forfeiture of its price and share, the said **DEVELOPER/ Management Body** shall have absolute right to compel the **PURCHASERS** to rectify the damages at its own cost and in default, shall have a right to cause it to be done through its agents and employees at the cost of **PURCHASERS** and transfer it in any manner they like for making good the losses, expenses etc. suffered by **Management Body**.
- (30) All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the **PURCHASERS** and the same shall be binding upon the heirs, assigns, transferee of the **PURCHASERS** and all other subsequent transferees and future owners and occupiers or tenants of the said Property.
- (31) The said Scheme shall always be known as “**SWATI PARKSIDE**”. This name shall not be normally changed under any circumstances by the **PURCHASERS** and other Unit holders.
- (32) (A) That The **LAND OWNER M/s. APPLEWOODS ESTATE PRIVATE LIMITED.**, has authorized and appointed **Mr. KETAN PATEL**, as the Authorized Signatory of the said **LAND OWNER**, to sign and execute and register the Sale Deed on behalf of the said **LAND OWNER**.

(B) THAT the **DEVELOPER M/s. SWATISANDHYA PROCON LLP**, has authorized and appointed **Mr. SAKET AGRAWAL** as the Authorized Signatory of the said **DEVELOPER**, to sign and execute and register the Sale Deed on behalf of the said **DEVELOPER**.

(33) The said **Property** is situated inside the area covered by the Gujarat Prohibition of Transfer of Immovable **Property** and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, permission of the Collector of Ahmedabad for the transfer of the said **Property** has been obtained bearing Reference No. _____.

(34) **A)** The Purchase Consideration of the said Property is one compact and composite consideration – price. The Purchaser shall not be entitled for any break-up or running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Purchase Consideration. However, the DEVELOPER for relevant purposes of accounting or other requirements may split the same into different components for different account purpose as it may deem fit.

B) The Purchase Consideration and/or transaction covered by these presents may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction, the same shall be payable by the Purchaser on demand from the Developer at any time, over and above the Purchase Consideration agreed herein.

C) The said Purchase Consideration excludes any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is GST or any tax, levy or imposts etc. arising from sale or transfer of the said Property or the transaction contemplated herein. They all shall be borne and paid by the **PURCHASERS** (over and above the Purchase Consideration) as may be demanded by the **DEVELOPER** / Project Management Body from time to time.

(35) THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer's fees etc. in respect of this sale deed shall be borne by the **PURCHASERS** alone.

- (36) The **PURCHASERS** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc. if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.
- (37) 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.

The schedule above referred to are mentioned hereunder: -

SCHEDULE- I

PART-A

(Description of Township Land)

All those pieces or parcels of Non-Agricultural lands of Survey Nos. 330, 331/1+2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342 and 344 in full or in parts collectively admeasuring 82,200 Sq. Mtrs. or thereabouts situate, lying and being at Mouje Sarkhej, Taluka Vejalpur (Old Taluka: Ahmedabad City West), in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) and land of Survey No.111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120,121/A, 128, 130, 131 & 132 amalgamated into Survey No. 111 totally admeasuring about 281440 sq. mtrs of Mouje Sanathal, Taluka : Sanand, in the Registration District of Ahmedabad and Sub District of Sanand.

PART-B

(Description of Project Land)

ALL THOSE pieces and parcels of lands or grounds, hereditaments and premises, being Non Agricultural Lands [1] Survey No. 345/1 admeasuring about 7157.69 sq. mtrs; [2] Survey No. 344 admeasuring about 1189.14 sq. mtrs; [3] Survey No. 346/1 admeasuring about 2416.31 sq. mtrs; and [4] Survey No. 346/2 admeasuring about 9868.86; collectively aggregating to 20,632 sq. mtrs situate, lying and being at Mouje : Sarkhej , Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) being a part of the Township Land referred in PART – A above and THE SAID PROJECT LAND is bounded as follows:

Towards its North : 18 Mtrs. Road

Towards its South : Township 18 Mtrs. Road

Towards its East : S.P. Ring Road

Towards its West : 18 Mtrs. Road

SCHEDULE-II

(Description of said Property hereby sold)

All that **Property** of **Unit** bearing No. _____ situated on the _____ **Floor** of **Block** __ , in **“SWATI PARKSIDE”** project situated at the Applewoods Township, S.P. Ring Road, Sarkhej, Ahmedabad, along with the undivided proportionate share of Project land as described in SCHEDULE III below. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the **PURCHASER** are as follows:

Unit No	Carpet Area Sq mtrs.	Balcony Area Sq mtrs.	Wash area Sq mtrs.	Terrace Area Sq mtrs.	Undivided Proportionate Share Sq.mtrs.

The said Unit is bounded as under:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

SCHEDULE III

(Description of undivided proportionate share in the area of Project Land hereby transferred to the **PURCHASER**)

All that piece or parcel of undivided proportionate share _____ Sq.Mtrs. of land admeasuring _____ sq. mtrs., forming a part of the Project Land described above in Part B of Schedule – I, being Non Agricultural Lands bearing [1] Survey No. 345/1 admeasuring about 7157.69 sq. mtrs; [2] Survey No. 344 admeasuring about 1189.14 sq.

mtrs; [3] Survey No. 346/1 admeasuring about 2416.31 sq. mtrs; and [4] Survey No. 346/2 admeasuring about 9868.86; collectively aggregating to 20,632 sq. mtrs situate, lying and being at Mouje : Sarkhej , Taluka : Vejalpur (Old Taluka: Ahmedabad City West), in the registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi).

SCHEDULE IV

(Description of common areas and facilities in the said Project)

- Gymnasium
- Swimming pool
- Indoor games
- Mini home theatre
- Cricket pitch
- Children play area
- Landscaped garden with sit outs

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____ day of _____, 20____ at Ahmedabad.

FIRST PARTY/LAND OWNER

“M/S APPLEWOODS ESTATE PRIVATE LIMITED.” a body corporate, through its Authorized Signatory, **Mr. KETAN PATEL**, who has signed hereunder

(LAND OWNER)

SECOND PARTY/DEVELOPER

“M/s. SWATISANDHYA PROCON LLP” a Limited Liability Partnership Firm, through its Authorized Signatory, **Mr. SAKET AGRAWAL**, who has signed hereunder

(DEVELOPER)

WITNESSES: -

[1] _____

[2] _____

M/S APPLEWOODS ESTATE PRIVATE LIMITED.

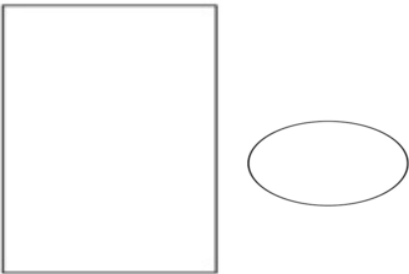
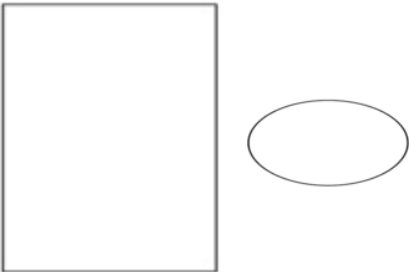
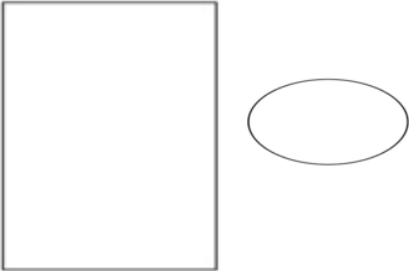
MR. KETAN PATEL

M/s. SWATISANDHYA PROCON LLP
Through its Designated Partner

MR. SAKET AGRAWAL

PURCHASER

(MEMBER NAME)



ANNEXURES

Annexure - A

Annexure – B

(Payment Details)

Unit No.	Bank Name	Cheque. No.	Amount