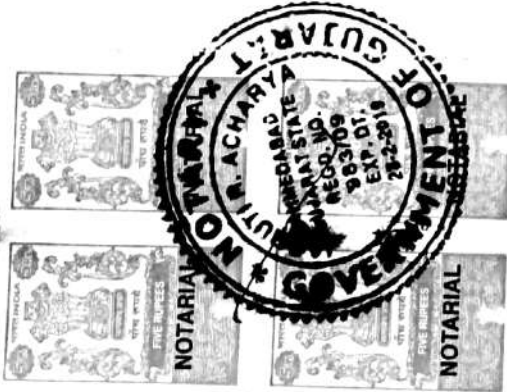




SR.No.: 092/15 J20 18
23 JUL 2018

THE AHMEDABAD MERCANTILE
CO-OP BANK LTD.,
PREMCHANDNAGAR RD.,
AHMEDABAD-380 015
GUJSO/AUTH/AVI/216/2008

INDIA

નમૂનો 'બી'

સોગંદનામા સહ ઘોષણાપત્ર

શ્રી મૃણાલભાઈ સંતરામભાઈ, "સ્વાગત ક્વીન્સ લેન્ડ" ફેઝ-૧ ના પ્રયોજકનું / પ્રયોજક દ્વારા
તેમના તા: ૨૧/૦૭/૨૦૧૮ના અધિકૃતિ ખત અન્વયે અધિકૃત વ્યક્તિનું સોગંદનામા સહ ઘોષણાપત્ર :-

આથી, હું મૃણાલભાઈ સંતરામભાઈ, "સ્વાગત ક્વીન્સ લેન્ડ" ફેઝ-૧ ના પ્રયોજક પ્રયોજક દ્વારા
અધિકૃત વ્યક્તિ ગંભીરતાપૂર્વક જાહેર કરી, જવાબદારી સ્વીકારી નીચે મુજબ જણાવું છું કે,

(૧) અમો દ્વારા જે જમીનમાં "સ્વાગત ક્વીન્સ લેન્ડ" ફેઝ-૧ યોજનાનો વિકાસ કરવાનો છે તેનો
અમોને કાનૂની માલિકી હક્ક છે.

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અને

આવી જમીનનો માલિકી હક્ક દર્શાવતા કાયદેસર રીતે માન્ય પ્રમાણિકરણ સાથે તેના માલિકને અને પ્રયોજક વચ્ચેના સ્થાવર મિલકત યોજનાના વિકાસ માટેના કરારની પ્રમાણિત નકલ આ સાથે જોડેલ છે.

(૨) સદર જમીન/પ્રોજેક્ટ "સ્વાગત કવીન્સ લેન્ડ" ફેઝ-૧ અને "સ્વાગત કવીન્સ લેન્ડ" ફેઝ-૨ પર પીરામલ ફાઈનાન્સ લી. માંથી રૂ. ૮૫,૦૦,૦૦,૦૦૦/- અંકે રૂપિયા પંચાસી કરોડ પુરાની લોન મંજૂર થયેલ છે તે પૈકી અમોએ રૂ. ૨૩,૦૦,૦૦,૦૦૦/- અંકે રૂપિયા ત્રેવીસ કરોડ પુરાની લોન મેળવેલ છે આ સીવાય સદર જમીન પર બીજો કોઈ બોજો લીધેલ નથી.

(૩) અમોએ આ યોજના તા- ૩૧/૦૧/૨૦૨૨ સુધીના સમયગાળામાં પૂર્ણ કરવાની છે.

(૪) વેચાણ લેનાર પાસેથી સમયાંતરે સ્થાવર મિલકત યોજના માટે મળેલી રકમના ૭૦% રકમ અમો બાંધકામના ખર્ચને અને જમીનની કિંમતને પહોંચી વળવા માટે રાષ્ટ્રીયકૃત બેન્કમાં એક અલગ ખાતામાં જમા કરાવશું, અને તે હેતુ માટે જ ઉપયોગમાં લઈશું.

(૫) યોજનાના ખર્ચના પહોંચી વળવા માટે યોગ્ય પૂર્ણતાની ટકાવારીના પ્રમાણમાં જ આ અલગ ખાતામાંથી રકમ ઉપાડવામાં આવશે.

માન્ય સ્થપતિ, ઈજનેર અને ચાર્ટડ એકાઉન્ટન્ટ કે જે પ્રેક્ટીસ કરતા હોય, તેઓ પ્રમાણિત કરે તે પછી જ આ અલગ ખાતામાંથી રકમ ઉપાડવામાં આવશે અને આવો ઉપાડ યોજના પૂર્ણતાની ટકાવારીના પ્રમાણમાં હશે.

અમો, માન્ય ચાર્ટડ એકાઉન્ટન્ટ પાસે દરેક નાણાંકીય વર્ષના અંત પાછીના છ મહિનાની અંદર યોજનાના હિસાબો ઓડિટ કરાવી લઈશું, અને આવા માન્ય ચાર્ટડ એકાઉન્ટન્ટે પ્રમાણિત અને સહી કરેલ હિસાબો રજૂ કરીશું, અને ઓડિટર દ્વારા ચોક્કસ યોજના માટે મેળવેલી રકમ ખરેખર તે યોજના માટે ઉપયોગમાં લીધી છે, અને આવો ઉપાડ યોજના પૂર્ણતાની ટકાવારીના પ્રમાણને અનુરૂપ છે કે કેમ તેની ઓડિટ દરમિયાન ચકાસણી કરવામાં આવશે.

(૮) અમો બધી બાકી પરવાનગી, સક્ષમ સત્તા પાસેથી સમયસર મેળવી લઈશું.

(૯) અમો દ્વારા આ અધિનિયમ હેઠળ કરાયેલા નિયમો અને વિનિયમોમાં ઠરાવવામાં આવેલ છે તેવા અન્ય દસ્તાવેજો રજૂ કરાયેલ છે.


મૃણાલભાઈ સંતરામભાઈ

એકરાર

અમારા ઉપર મુજબના સોગંદનામા અને ઘોષણાપત્રની વિગતો સત્ય અને સાચી છે અને તેમાં અમોએ કોઈપણ વિગતો ધૂપાવી નથી.

તારીખ ૨૩ માહે જુલાઈ વર્ષ ૨૦૧૮ ના રોજ અમોએ એકરાર કરેલ છે.

S. No. 098/51-2018
SOLEMNLY AFFIRMED
BEFORE ME

J. R. ACHARYA
NOTARY
GOVT. OF GUJARAT
23 JUL 2018




મૃણાલભાઈ સંતરામભાઈ



U45201GJ1996PTC030506

BOARD RESOLUTION

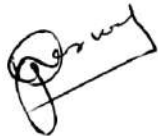
CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED BY THE BOARD OF DIRECTORS OF SWAGAT INFRASTRUCTURE PRIVATE LIMITED IN ITS BOARD MEETING HELD ON 21/07/2018 AT REGISTERED OFFICE AT 307-308, SARTHIK SQUARE, NR GNFC INFOTOWER, S G HIGHWAY, AHMEDABAD – 380 054.

WHEREAS the company has proposed developed scheme namely "Swagat Queensland Phase I" situated at Sargasan Cross Road, S G Highway, Gandhinagar Consists Residential and Commercial Units and proposed to registered under Real Estate Regulation Authority (RERA)..

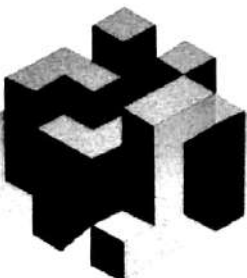
"RESOLVED THAT Director namely Mr. Mrunal Santramdas Varma is authorized to execute Registration under Real Estate Regulation Authority (RERA) or any other Require Document on behalf of the Company.

Certified as true

For, Swagat Infrastructure Pvt. Ltd. *Signature of Director*



Director



SWAGAT INFRASTRUCTURE PVT. LTD.

ISO 9001:2008, OHSAS 18001:2007 • ISO 14001:2004 Certified Company

307-308, Sarthik Square, Nr. GNFC Info Tower, Adjacent to Pizza Hut, S. G. Highway, Bodakdev, Ahmedabad-380 054.

Phone : +91 79 - 2685 5968, 4019 0135 | info@swagatgroup.in | www.swagatgroup.in



गुजरात गुजरात GUJARAT

74959

AE 200436

नं. 28

तारीख: 28 MAR 2013

नाम: रमेशभाई धनंजयराव सान्त्रम्भाई

ठेका: सान्त्रम्भाई, जालकद्वारा

डॉ. ए. कोनरीया

भा. नं. अ.स.पी. 826, 826/1666

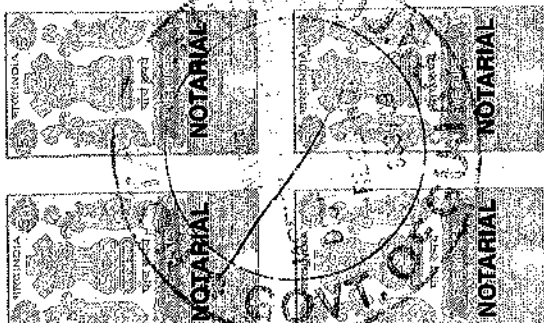
अ.स.पी. 826, मेमनगर, अमदावाद नगरपालिका

लेनारनी सची...

Sr. No.: 20731/2013

8 APR 2013

THIS DEVELOPMENT AGREEMENT made at Ahmedabad BETWEEN
(1) Tarunbhai Santrambhai (PAN : AAIPV 6427C), (2) Gauravbhai Santrambhai (PAN : ADEPV 3361L), (3) Mrunalbhai Santrambhai (PAN : AETPV 0713J), all adults, Indian Inhabitants, Indian Citizens, Bunglow No. 121, Satyagrah Chhavni Co.op. Housing Society Ltd, Sector-7, Lane-2, Ramdevnagar Cross Road, Satellite, Ahmedabad, hereinafter called "THE OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, executors and successors) of the One part.



AND **SWAGAT INFRASTRUCTURE PVT. LTD. (PAN : AACCS 1351H)**, a company formed and registered under the law relating to Companies, having its office at 307-308, Sarthik Squire, Nr. GNFC Info Tower, S G Highway, Bodakdev, Ahmedabad, hereinafter called "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

WHEREAS THE OWNERS are seized and possessed of or otherwise well and sufficiently entitled to an immovable property, are being lands situate at Sargasan (Sim), Taluka Gandhinagar, in the Registration District and Sub District Gandhinagar, bearing Survey No. 27 admeasuring about 18075 Sq.Mtr. which was comprised in Town Planning Scheme No. 8 and allotted Final Plot No. 25, admeasuring about 11749 Sq.Mtr, more particularly described in the schedule hereunder written (Hereinafter referred to as the "Lands")

AND WHEREAS the Developer is in the business of real estate, as developer, organizer, contractor, etc.. The Owners have agreed to give the Lands for the purpose of development of One or more than One Projects to the Developer and the developer will develop the Lands for the residential, commercials and/or any other or further development as may be permissible under the applicable regulations. (Hereinafter referred to as the "Projects") and to dispose of the same as it may deem fit and proper.

AND WHEREAS the Parties wish to enter into this agreement for recording the framework and the terms and conditions that would govern their relationship in relation to the development of the Projects.

AND WHEREAS agreement has been arrived at by and between the parties hereto as stated hereafter.

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

1. The Owners in consideration of the payment by the Developer to it, to be paid in the manner as stated hereafter hereby grants the Lands and exclusive development rights in respect thereof along with

such ancillary and incidental rights as set forth in this Agreement to develop the Lands, and hereby authorizes the Developer to develop and construct the Projects on the Lands, market and dispose of the same as the Developer may deem fit and proper, subject to and in accordance with the other terms and conditions as stated hereafter.

2. The Owners hereby grants to the Developer, an exclusive license to enter upon the lands and develop the same in terms of this Agreement. Accordingly, the Owners hereby delivers, actual, physical and vacant possession of the lands and existing schemes with all its infrastructure to the Developer from the date of execution hereof.
3. Subject to Clause 2 as above, the Owners further agree owner will bring Non Agriculture Permission and exclusively permit and authorize the Developer, and its Representatives to enter upon the Lands for executing and implementing the Projects in accordance with this agreement. It is hereby agreed that Owners will do land leveling, refilling and compound wall etc. satisfaction to developer. The Owners hereby agree and acknowledges that the Owners shall not revoke the permission/license so granted, as the developer will be incurring expenses for construction based on the assurances and permission granted by the Owners.
4. Nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 53-A of the Transfer of Property Act, 1882, and/or similar or other applicable law present or future for the time being in force or otherwise.
5. The Owners hereby agree not to disturb, interfere with or interrupt or have any right to do any act or deed which tends to have the effect of interrupting the construction and development activities carried out by the developer and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to this Agreement or which either renders the Developer incapable of performing its obligations under the Agreement or increases the burden of the Developer in performing



its obligations under this agreement, or which adversely affects the Projects.

6. The Owner agree not to enter into any arrangement of any nature whatsoever with any person other than the Developer concerning the Lands or alienate or in any manner encumber the Lands.
7. i) The Developer has agreed to pay the consideration for grant of Development rights of the Lands the sum of Rs.11,63,15,100/- (Rupees Eleven Crore Sixty Three Lac Fifteen Thousand Hundred only) and give to Owners, **also, @ 35%** share in net profit that arise upon the projects are put up, implemented, marketed and disposed of.

ii) The above mentioned consideration and @ 35% of net profit shall be paid to the Owners by the Developer as may be mutually agreed upon with the progress of the work of development and disposal thereof.
8. The Developer shall appoint an Architect and prepare a draft plans of the development and construction to be put up on the Lands. The Plans, when finalized, shall be submitted to the appropriate sanctioning authority for approval.
9. The aforesaid plans shall be made in accordance with the rules and regulations of the GUDA (Hereinafter referred to as "ABC"), and other concerned authorities, as may be applicable from time to time and the Developer shall be free to request the Architect to carry out modification to the plans. The Owners agree to sign and execute all plans, notices, applications, estimates, affidavits etc.. to be presented before the ABC and other concerned authorities for and on behalf of the Developer as and when required.
10. Upon receipt of the Sanctioned Plans by the Developer, the Developer shall deploy reasonable efforts to procure all Approvals as may be required for construction and development of the Projects.

11. The Developer shall, as soon as reasonably practical, after receipt of the Approvals commence the Construction / Development on the Lands.

12. The Parties shall make all reasonable efforts and co-operate with each other to ensure that the Projects are implemented in accordance with the Sanctioned Plans. The developer shall ensure that there are no material deviations in construction / plans of any nature whatsoever from the Approvals granted by the competent authority, except as modified, altered or changed by the Developer and approved by the ABC and other concerned authorities from time to time.

13. It is agreed that the Developer shall be entitled to exploit the maximum floor area ratio permitted by the applicable rules and bye laws and to the extent required as per its best judgment, present and future, general or specific.

14. The consideration price for disposal of the Units in the Projects shall be exclusively decided, from time to time by Developer, in its sole and absolute discretion.

15. The Developer, without reference to or any additional consent of the Owner, at its sole discretion, shall be entitled to engage Engineers, Supervisors, Legal Advisers and other technical persons etc.. for the effective execution of the proposed projects. The fees or remuneration of such consultants and Legal Advisers shall be paid by the Developer.

16. The Developer, without reference to or any additional consent of the Owner, at its sole discretion, shall be entitled to procure necessary material, articles, things required in carrying out the construction or installing the infrastructure, common amenities, facilities and services provided in the projects in consultation with the Architect, or such

person or in such manner and on such terms and conditions as may be decided by the Developer.

17. The Labour work for construction may be carried out by Developer itself or through the agency of such persons as may be appointed by the Developer from time to time and on such terms and conditions as the Developer may agree upon.

18. The Developer shall alone be responsible to obtain all and every permissions, certificates, consents, confirmation etc., as may be necessary to be obtained from any authority or authorities under the law for the time being in force in any of the matters of implementing and carrying out the development.

19. The Owners shall give all approvals/consents/ no Objections that are required to be given to the Developer, if any, in respect of the Projects, in a timely manner. If no communication is made by the Owners within 2(Two) days from the date the request made from the developer, such approval shall be deemed to have been given/dispensed with and the Owners shall have No rights to refuse the same and shall have no comments/suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Owners was given.

20. All the expenses for the development of the Lands which will also include expenses for getting the Construction and other plans approved by ABC shall be borne and paid by the Developer.

21. Owners shall be liable to incur all costs and expenses in relation to ensuring absolute clear and marketable title free from all encumbrances to the Lands.

22. The Developer either in its name or in the name of Projects that may be formulated hereafter or otherwise be entitled to advertise the Project on the Lands in a manner as the Developer may deem fit

that proper by way or brochures, hoardings, signboards, advertisement in newspapers or in any other manner and thus shall be entitled to invite the purchasers. All such advertisement expenses and brokerage, if any, shall be borne by the Developer.

23. The Developer may enter into agreement with the person desirous to acquire Units in the Projects on such terms and conditions as it may deem fit and in conformity thereof may put them in possession thereof. The Developer also, may collect such amount as consideration or all other amounts that may be decided by and between the Developer and the Prospective purchaser of the Units.

24. The Developer has exclusive right to decide how and in what manner common areas, open Lands, and parking or/and such other rights along with Units to be allowed to the prospective purchaser(s)

25. The Developer may frame rules and regulations, in order to maintain, upkeep and regulate the use of Common Areas and such rules shall be binding to all the prospective purchasers of the Units in the Projects. The Developer may collect such maintenance advances from prospective purchasers, as it may think fit for the purpose. The Developer may maintain such advances on its own account and such advances or the revenue arising out of such advances may be used for the maintenance of the Projects.

26. i) It has been agreed that all finance necessary for the purpose of Implementing and carrying out the proposed Projects shall be Arranged by the Developer exclusively and the Owners shall not be in any way responsible or liable for the same.
- ii) The developer shall be entitled to raise finance on the security of the Lands and/or the development and construction that may be put thereon. The Owners have agreed to co-operate in obtaining such finance and Developer shall have the right to offer the Lands as security to secure due repayment of the

loans as may be required by the Lender. The Owners agree to execute, without becoming personally liable for repayment of such loan or for any liability, responsibility or consequences arising for nonpayment thereof, to execute such documents, papers and writings as may be required. The Developer has agreed to indemnify and keep indemnified the Owners in respect of any claim, demand, damage, action, suit, proceedings arising from default in payment of any such loans as aforesaid by the Developers.

27. i) The Owners agree to make, sign, execute and register such transferor vesting documents as may be prepared by the legal advisors of the Developer to the Projects. The prospective purchasers may be vested with the respective Units in such manner with such rights and obligations as the Developer may decide.
- ii) One or more society or any other entity may be formed to finally consist of the prospective purchasers of the Units in the Project at the option and discretion of the Developer. The arrangements that may be worked out to manage, maintain, monitor, replace, upgrade, etc., the Common Areas of the projects, rules, regulations, policy as regards use, occupation and enjoyment thereof by the member/s shall be binding upon the Prospective Purchaser herein and the prospective purchasers in the projects.

28. The Developer is entitled to all muniments of title relating to the Lands. The Owners hereby agree and acknowledge that the Owners shall deliver the original title deeds to the Developer as aforesaid with intent to create an equitable mortgage in favour of the Developer to secure the Developer's rights under this Agreement. To this intent and purpose the Owners does hereby agree to execute such other deeds, documents and writings that may be required by the Developer and/or authorize the Developer to create a mortgage in its favour.

29. All Stamp Duty and registration charges and all other expenses, present or future on this Agreement and in respect of the transaction herein, and transactions hereafter and documents, papers and writings have been agreed to be borne and paid by the Developer only, who may in turn recover the same from the prospective purchasers in the project that it shall be doing in the Lands.

30. The Owners confirm possession as licensee as stated above of Developer, with full right and authority, to commence, carry on and complete development thereof and to deal with the same in conformity with other provisions herein.



31. The Developer shall, in the course of erection and completion of construction and development make best endeavors to comply with all statutes applicable thereto and with the bye-laws and the rules and regulations of the ABC, and the rules and regulations of any other public body or local authority or authorities having jurisdiction to regulate the same.



32. The entire development work shall be carried out by the Developer and its Representatives at their own risks, costs and expenses. The Developer shall bear and pay the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the constructions work as also all other costs, charges and expenses that may be incurred in connection with the development work.

33. The Developer is entitled on their own account to dispose of the Units in the projects to the prospective purchases, on sale/ownership basis or under any other arrangement and for that purpose to enter in to on its own behalf risk and responsibility agreements or letter of allotment or such other writings or documents in its own name, subject to other provisions herein. It is specifically agreed that no obligation of any nature whatsoever of the Developer shall be incurred by the Owners quo the prospective purchasers, tenants,

lessees, licensees etc.. of the Developer, and it shall be the obligation of the Developer alone to comply with and carry out the agreement or letters of allotments writings and documents with the respective person. It is also agreed that the Developer shall be entitled to receive and retain with them all the moneys from the persons to whom they said Units are sold or allotted as the case may be in the Projects to be constructed by the Developer on the Lands and to appropriate the same in such manner as the Developer may deem fit.

All the moneys which shall be received by the Developer from such persons, including but not limited to all revenues realized from the buyers of the Units being stamp duties, registration charges, electricity installation and deposits, solar system installation charges, legal fee, external and infrastructure development charges, membership fee, subscription, maintenance charges, value added taxes, service tax, up gradation charges, administrative charges on transfer, parking charges and/or any amounts that are received on refundable basis for the whole Projects shall belong to the Developer and will be received by them on their own account. The Owners shall also not be liable or responsible to any such persons so far as the said moneys are concerned either for refund thereof or for any mis-application or non-application thereof or part thereof.

34. The Developer shall retain the possession of the construction and development that will be put-up in the Projects along with license of the Lands and shall be entitled to continue to hold such possession till the entire Projects are complete and all the amounts to be received by the Developer have been duly received.

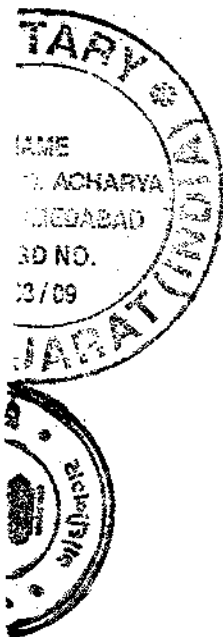
35. The Developer shall be free to change the nature of development and construction without reference to or any additional consent of the Owners, as its sole discretion, and the same may be carried out by the Developer either alone or jointly with other or others.

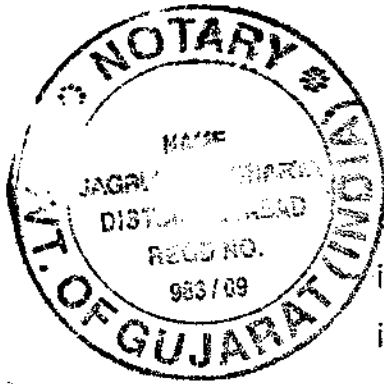
36. i) Subject to the provisions of the agreement, the Owners hereby



makes the following representations and warranties and covenants, each of which shall be without prejudice to the other and shall be true as of the date of execution of this Agreement and till such time the Developer has disposed of all Units constructed pursuant to this Development Agreement :

- a) The Owners is in peaceful possession and enjoyment of the Lands and that there are no tenants, occupants or squatters on the Lands ;
- b) The Owners have all the power and authority to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations of the Owners;
- c) The title to the Lands is clear, marketable and free from all encumbrances and that Owners have full rights, powers, authority and capacity under law to enter into this Agreement for granting the development rights to the Developer. The Lands nor any part thereof is not the subject matter of any acquisition, requisition or affected by any reservation or order of any Governmental authority or of any litigation or any other proceedings in any court under any law for the time being in force;
- d) The Lands is free from all Encumbrances and there is no action or inaction which could render the transaction contemplated by this Agreement as void / unenforceable or untenable under law;
- e) The Owners have unrestricted right of alienation of the Lands, and that other than the Owners, no other Person(s) has/have any right, title interest and / or claim of whatsoever nature in or upon the Lands or any part thereof and the Owners is absolutely entitled to deal with the Lands





as it may deem fit and proper without any legal impediment(s) or disability(ies) of any nature whatsoever including without requirement of any approval or no-objection under Section 281 of the Income Tax Act 1961;

- f) The Owners have not entered into any Agreement(s) for sale or alienation of the Lands in any manner whatsoever or any other arrangement(s) for development or otherwise of the Lands with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any Person(s) other than the Developer to deal with the Lands in any manner howsoever;
- g) The Owners have been regularly paying all taxes including property tax, cesses, registration dues and other outgoings with respect to the Lands till the Effective Date to the concerned authority(ies);
- h) The entry into and performance of this Agreement does not conflict with any applicable laws and regulations or any agreements or documents to which the Owners is a party;
- i) The execution of this Agreement and the performance of the obligations herein by the Owners is not contrary to and / or contravene any court order, judgment or decree to which is applicable to the Owners;
- j) The Lands is free from all environmental restrictions and is fit for the purpose of the development of the Project;
- k) The Owners have not received any notice of violation of any law or municipal ordinance, order or requirement affecting the Lands;





i) The Owners have free and unhindered access to and from the Lands and there is no pending or threatened litigation including without limitation insolvency, attachment or other forms of distress with respect to the Lands or against the Owners which may adversely affect the rights of the Developer contained in this Agreement.



ii) All liabilities for any effect in title of the Lands shall be to the account of the Owners, and the Owners shall be liable and responsible to clear and / or rectify the same at their cost and expenses. Without prejudice to the Developer's right to seek indemnification pursuant to Clause (45) hereto, the owners hereby agree that in the event, the Developer has settled any claim received from a third party disputing the title of the Owners' to the Lands or any part thereof, the Owners shall on first demand within a period of 3 (three) days from the date of such demand by the Developer and without any protest, demur or cavil, of any nature whatsoever reimburse any sums that may have been paid by the Developer to such third party towards settlement of such claims. The Owners shall also not do or cause to be done any act, deed, matter or thing which has any adverse effect or impact on title or which may create adverse title to on in respect of the Lands.



iii) The Owners shall obtain from M/s. Shantilal & Co, Solicitors and Advocates Certificate and Report on Title as regards the Lands in the hands of the Owners being clear, marketable and free from all encumbrances and such title shall hold good till the completion of transfer of title and ownership of the Lands as provided herein.

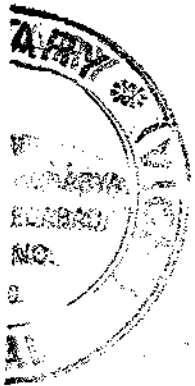
37. The Development Rights of the Land herein, profit or income or any benefit, or loss or deficiency that may arise out of disposal of the unit of the proposed projects were belong to the Developer. All surplus that may be received in addition to the cost of Projects and Lands received from the prospective purchasers of the Units shall absolutely



belong to Developer as its profit or income or benefit, and loss or deficiency, if any shall also be borne and paid by the Developer.

Such profit or income or benefit, or loss or deficiency may be calculated by the Developer every year or at such interval in accordance with such method of accounting as Developer may deem fit.

38. It has been agreed that till the final completion/implementation/sale of all the Units of the Projects, and the total cost of the Projects of Developer, including its profit, income or benefit are recovered or received, the Lands and developments thereon shall remain in possession of the Developer, and the Developer is entitled to deal with and/or dispose of the same or part thereof in any manner it may deem fit and proper.



39. It will be the sole duty of the Developer to arrange payment regularly, after the execution of this Agreement, of all the taxes pertaining to the Lands to the concerned authorities from its own source.



40. The Developer, without reference to or any other additional consent of the Owners or any other, at its sole discretion, shall be entitled to develop the Lands, along with the adjoining or surrounding property as one projects. The Lands may be amalgamated with the adjoining Lands or surrounding Property, and may develop the same or organize as one Project with common infrastructure of road, common plot, etc.. with common amenities, facilities, services and conveniences. The Owners agree to co-operate for the same.

41. The Developer may develop the Lands alone or jointly with any other Lands, over which the Developer may acquire right as purchaser or developer. The rights and interest of the Developer herein are heritable and transferable.

42. In case of any variations, change or modification in the development plans, town planning scheme, location and area of final plot, this agreement shall be enforceable and shall be valid between the Parties hereto according to such variations, change or modification, and the expression "Lands" shall be read, understood, interpreted and implemented accordingly, the Developer is given all the permissions, powers and authorities to accept any such variations, change or modification.

43. The Owners shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of:

- 
- a. Any delay caused at the instance of or attributable to the Owners, and/or.
 - b. Any failure on the part of the Owners to discharge its liabilities and/or obligations under this agreement and/or.
 - c. Any act(s) or omission(s) or commission(s) or misrepresentation(s) attributable to the Owners, or breach by the Owners of any representations and warranties under this Agreement and/or other agreement that may be executed between the Parties.

44. Without prejudice to Developer's right to enter in to an agreement of sale in respect of the completed Projects, the Owners shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer or the Owners or any other person on account of any defect in or want of title in relation to the Lands or any part thereof, or any tax or other liability of the Owners or claims against the Owners or Dues relating to the Lands, with respect to any period prior to the date of execution hereof.

45. The Developer shall be entitled to, but not obligated to, terminate this Agreement, by sending a written notice to this effect to the Owners as provided under Clause (49) of this Agreement for any of the following reasons:

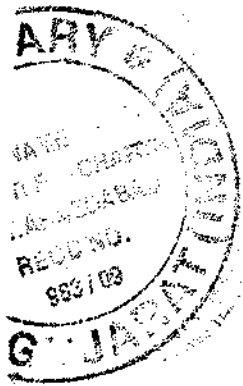
a. Without prejudice to its rights under law, including without limitation, the specific performance of this Agreement, if any of the representations or warranties made by the Owners in respect of its title to the Lands or any part thereof is/are found to be false, or if the Owners have breached any of the provisions including without limitations, representations, warranties and obligations specified under this Agreement, and if such breach is not remedied by the Owners within 21 (Twenty One) days of the Developer providing a notice of such breach to the Owners, Developer will be entitled for termination of this Agreement.

b. In this case of the outcome of a Force Majeure event, Developer will be entitled for termination of this Agreement.

46. Upon termination of this Agreement, Owners subject to rights and remedies under the other provisions herein, shall be liable to refund the entire consideration and in addition the amount paid, spent or incurred by the Developer for developing the Project. The claim by Developer of the amount spent shall be final and binding on the Owners.

47. The parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever.

48. The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the Parties. Any provision and obligation of the parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such



termination or expiration, until it is satisfied in full or by its nature expires.

49. Any notice required or permitted to be given hereunder shall be in English language and shall be in writing. The notice shall be construed as effectively served (i) if delivered personally, upon receipt by the other party; (ii) if sent by prepaid courier service, airmail or registered mail, within 5 (five) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given shall be addressed to the address given below:

If served to the Owners:

Address : as above

Attention : Shri Mrunalbhai Santrambhai

Fax Number : 079-26855968

E-mail : mrunal@swagatinfrastuctureltd.com

50. Any party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid. Such change shall be effective 5 (five) days from the date of receiving such notice.

51. To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted or, in case of email, that the notice was transmitted by email to the email address of the party.

52. This Agreement, its existence and all information and other material passing between the parties or its affiliates shall be considered to be confidential information and shall not be disclosed to any person or third party without the prior written consent of the each of the parties to this Agreement. The obligations of confidentiality shall not extend to information which:

- i) Is disclosed to employees, legal advisers, auditors and other consultants of a party provided such persons have entered into confidentiality obligations similar to those set forth here; or
- ii) Is disclosed with the consent of the party who supplied the information; or
- iii) Is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant party is subject or with whose instructions it is customary to comply under notice to the other party;
- iv) Is at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
- v) Is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- vi) Is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

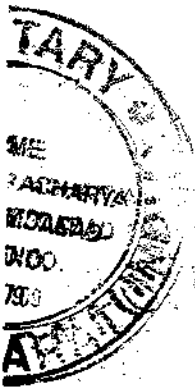


- 53. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. The courts at Ahmedabad shall have the exclusive jurisdiction to preside over disputes arising out of this Agreement, in relation to a claim of specific relief by any of the parties.
- 54. Any dispute, any difference, or any claim (any of which shall be treated as "Dispute") whether present or future, whatsoever between the parties under, arising out of, relating to, or in connection with this Agreement and/or this arbitration agreement

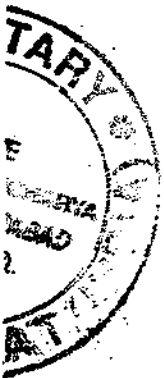
shall be settled through sole Arbitrator, whose decision in the matter shall be final and binding upon the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act 1996 and rules there under. The venue of the arbitration shall be at Ahmedabad, and language of the arbitration shall be in Gujarati or English. The Arbitrator shall have all summary powers.

MISCELLANEOUS

55. Amendment and Waiver: This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the parties to this Agreement.
56. No partnership: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the parties, and no party shall hold itself out as an agent for the other party, except with the express prior written consent of the other party.
57. Time: Any date or period as set out in any Article/Clause of this Agreement may be extended with the written consent of the parties failing which time shall be of the essence.
58. Independent Rights: Each of the rights of the parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the party, whether under this Agreement or otherwise.
59. Counterparts: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document and transaction. Any party may execute this Agreement thorough any one or more of such originals or counterparts.



60. Assignment: No rights or liabilities under this Agreement shall be assigned by the Owners, except with the permission – consent of the Developer. Notwithstanding anything contained to the contrary, the developer shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the project on such terms and conditions as it may deem fit. For the purposes of this clause, it is clarified that such an assignment shall not require any consent from the Owners and the Owners shall upon the request of the Developer, execute such documents as may be required by the developer for giving effect to such an assignment.
61. Language: If this Agreement is translated into any language other than English, the English language text shall always prevail.
62. Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to the others, and the remainder of this Agreement shall be valid binding and of like effect as though such provision was not included herein.
63. Costs: Each party will bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
64. Supercession: Except as otherwise agreed between the parties, this Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the parties.
65. No set off: Any payments of any nature, whatsoever, to be made by the Owners to the Developer under this Agreement or any other arrangement or agreement shall not be set off by the Owners against any amount due and payable by the developer to the



Owners. The Developer may however, set off any amounts due by the Owners to the Developer from amounts payable by the Developer to the Owners under this Agreement.

66. Government Approval: All the obligations of the Developer under this Agreement are subject to applicable laws and receipt of the approvals. The Owners shall provide full co-operation and assistance to the Developer for obtaining the Approvals.
67. Specific performance: The parties declare that since it is impossible to measure in money the damages that would be suffered by a party by reasons of failure by the other party to perform any of the obligations laid down in this Agreement, this Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the parties.

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

:-THE SCHEDULE ABOVE REFERRED TO:-



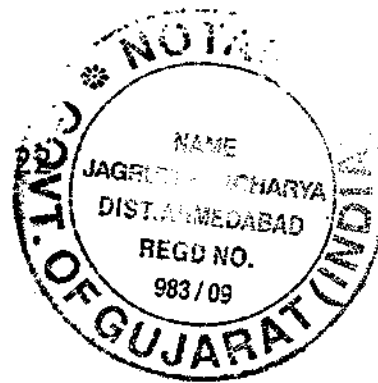
ALL THOSE pieces and parcels of lands or grounds, hereditaments and premises, situate at at Sargasan (Sim), Taluka Gandhinagar, in the Registration District and Sub District Gandhinagar, bearing Survey No. 27 admeasuring about 18075 Sq.Mtr. which was comprised in Town Planning Scheme No. 8 and allotted Final Plot No. 25, admeasuring about 11749 Sq.Mtr, or thereabouts, and bounded as follows, that is to say on or towards the

North by : Survey No. 23

South by : Survey No. 28

East by : Naliya

West by : Survey No. 26



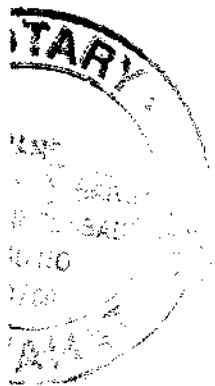
Executed on today this 8 day of April month 2013 at Ahmedabad.

**SIGNED AND DELIVERED
BY THE WITHINNAMED :**

1. TARUNBHAI SANTRAMBHAI)

2. GAURAVBHAI SANTRAMBHAI)

3. MRUNALBHAI SANTRAMBHAI)



**SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED:**

SWAGAT INFRASTRUCTURE PVT. Ltd.)

Through its Director

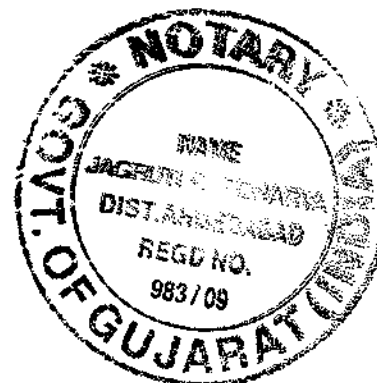
TARUNBHAI SANTRAMBHAI)



In the presense of :

1.

2.



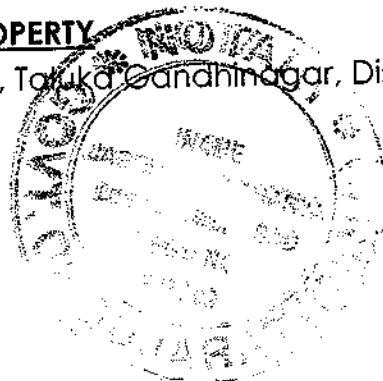
PHOTOGRAPHS OF PROPERTY AS PER SECTION 21 OF REGISTRATION ACT



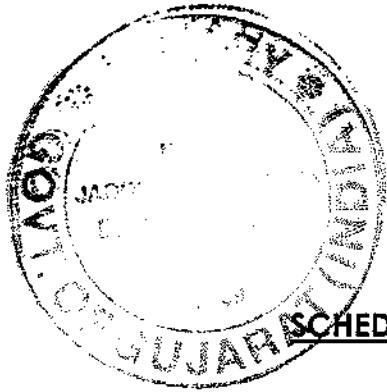
POSTAL ADDRESS OF PROPERTY

Survey No. 27, Sargasan, Taluka Gandhinagar, District Gandhinagar.

OWNERS



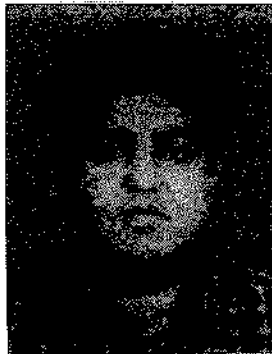
DEVELOPER



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

OWNERS AFORESAID

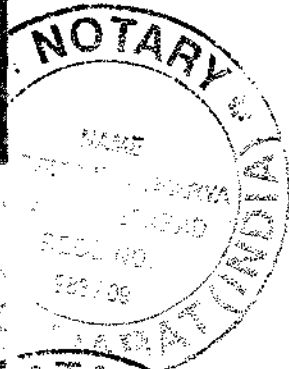
TARUNBHAI SANTRAMBHAI



GAURAVBHAI SANTRAMBHAI

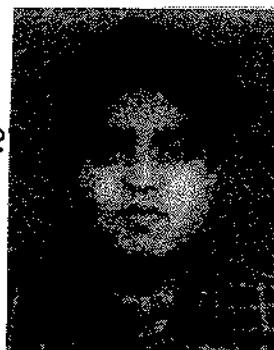


MRUNALBHAI SANTRAMBHAI



DEVELOPER AFORESAID

SWAGAT INFRASTRUCTURE P.
Through its Director Ltd.



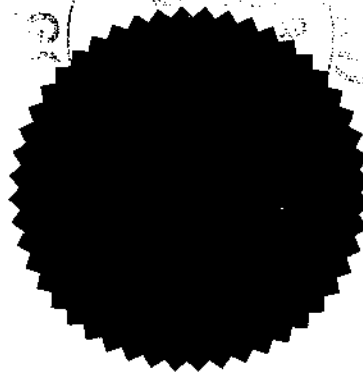
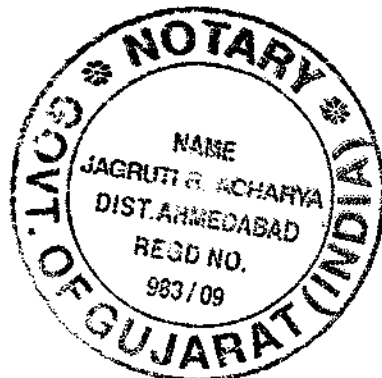
TARUNBHAI SANTRAMBHAI

Sr. No. 30731-2013

SIGNED
BEFORE ME

J. R. ACHARYA
NOTARY
GOVT. OF GUJARAT

8 APR 2013



પ્રમાણપત્ર

દસ્તાવેજ નં. ૬૫૯૫૭૨૨ સીએમ-૨ ૪/૧૧૩

જા.ર.કચેરી.....

શ્રી/શ્રીમતી... રે. ના. ૭/૧૦ ઈ. ૨૨૬૨૨૫/૧૧ ના લિસ્ટેડ

એ. બા. ૬૫૭૨૨... ના... સી. ૨૧૨૧... ૬

પાસેથી ખુટતી સ્ટેમ્પ કચુટી પેટે રૂ. ૧૧,૫૩,૦૫૨

કલમ ૩૨-ક ના દંડ પેટે રૂ. ૨૫૦/- (અંકે રૂ. બસો

પચાસ પૂરા) તથા કલમ-૩૬(૧)(ખ)ના દંડ પેટે

રૂ. ૧૦,૦૦૦/૦૦. વસુલ લેવામાં આવેલ છે.

મુંબઈ સ્ટેમ્પ અધિનિયમ-૧૯૫૮ની કલમ-૪૧

મુજબ આથી પ્રમાણિત કરવામાં આવે છે કે આ

દસ્તાવેજ સંબંધમાં યોગ્ય સ્ટેમ્પ કચુટી રૂ. ૧૧,૫૩,૧૫૨/-

તથા દંડ રૂ. ૧૦,૦૦૦/૦૦.... ભરપાઈ થયેલ છે.

ચલણ/રસીદ

નં. :

તા. :

તારીખ ૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

૨૫/૧૧/૧૬

એ. ૨૫૨૫૨૫ ૦૧૦. ૦૧/૧૧/૧૬

૧/ ૨૫/૧૧/૧૬ - ૨૭ ધીવરસોમ ૧

૮ માર્ચ ૨૦૧૬ - ૨૫

૧૧૭૪૮ રૂ. બી. ૨૫

૩૫૯૫૭૨૨ સીએમ-૨

૦૧. ૦૧/૧૩



કલેક્ટર ઓફ સ્ટેમ્પ્સ
સ્ટેમ્પ્સ યુટી મુલ્યાંકન તંત્ર,
ગાંધીનગર



(1) અસલ
(2) બીજી કોપી
(3) ત્રીજી કોપી
(4) ચોથી કોપી

(Received)

[illegible]

તિજોરી અધિકારી / એજન્ટ