

|                                |                             |
|--------------------------------|-----------------------------|
| PROJECT NAME                   | SWAMAAN SOLARIS             |
| UNIT NO                        |                             |
| FIRST PARTY –<br>THE PROMOTER  | SWAMAAN INFRA<br>DEVELOPERS |
| SECOND PARTY –<br>THE ALLOTTEE |                             |

# SALE DEED

## DRAFT WITHOUT PREJUDICE

THIS ARTICLES OF THIS SALE DEED MADE AT Ahmedabad on this \_\_\_\_ day of \_\_\_\_\_, 2023.

### BETWEEN

SWAMAAN INFRA DEVELOPERS, a partnership Firm [PAN NO-AEUF2811P] having its Registered Office at :- 49/G, Sahara Commercial and Hou. So. Ltd., Sarjan-2, New C. G. Road, Village-Chandkheda, Taluka-Sabarmati, District-Ahmedabad-382424. Through its Authorised Partner, MR. KALPESHKUMAR ARVINDBHAI PATEL, [AADHAR NO-4759 0857 7792] Aged-34 Years,, hereinafter referred to as “Party of the First Part” or “The Promoter” or "The Developer" (which expression shall unless repugnant to the context and meaning thereof mean and include its present and future partners, representatives, executors, administrators and permitted assignees, including those of the respective partners.) of the FIRST PART;

### AND

Mr./Mrs. \_\_\_\_\_ (PAN NO- \_\_\_\_\_)  
(AADHAR NO- \_\_\_\_\_) Aged about \_\_\_\_ Years, Hindu by  
Religion, Occupation: \_\_\_\_\_ , Residing at \_\_\_\_\_,

(hereinafter called the “The Party of the Second Part” Or “The Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the SECOND PART;

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS the Non-Agricultural land admeasuring 2201 Sq. Mtrs. of Final Plot No-334/1 of Town Planning Scheme No-76/B (Chandkheda) which is allotted in lieu of Survey No-883/3 PAIKI 2 situate, lying and being at MOUJE-CHANDKHEDA, TALUKA-SABARMATI, DISTRICT-AHMEDABAD in the Registration District and Sub District-AHMEDABAD (VADAJ ZONE-2 [hereinafter referred to as "the said land" or “Project land”].

The District Collector, Ahmedabad vide its Order No-3739/07/18/048/2022, Dated/30/06/2022 gave permission to convert user of land bearing Survey No-883/3 PAIKI 2 from agricultural to Non-Agricultural purpose and gave it Final Plot No-334/1 admeasuring 2201 Sq. Mtrs in T.P Scheme No-76/B (CHANDKHEDA).

The First Party has purchased Non-Agricultural land admeasuring 2201 Sq. Mtrs. of Final Plot No-334/1 of Town Planning Scheme No-76/B (CHANDKHEDA) which is allotted in lieu of land admeasuring 2201 Sq. Mtrs. of Survey No-883/3 PAIKI 2 situate, lying and being at Mouje :- Chandkheda, Taluka :- Sabarmati, District-Ahmedabad in the Registration District and Sub District – Ahmedabad (Vadaj Zone-2. The Said land was acquired by the Owner / Promoter vide Sale Deed vide Serial No-22598, Dated/19/10/2022 at the office of the concerned Sub-Registrar of Ahmedabad (Vadaj Zone-2).

Ahmedabad Municipal Corporation Authority granted Commencement Letter Case No- BHNTI/WZ/071122/CGDCRV/A6662/R0/M1 for the construction of Multipurpose Units by Rajachitthi No-07277/071122/A6662/R0/M1, Dated/13/12/2022.

**Thus, the First Party is sufficiently entitled to construct Commercial and Residential Building on the Project Land.**

**AND WHEREAS the First Party is desirous of developing a mixed-use project under the name of “SWAMAAN SOLARIS” [hereinafter referred to as “the Project”]**

**AND WHEREAS “SWAMAAN SOLARIS” Project will have the facilities which the Allottee has seen and approved. The Allottee has also agreed with Promoter, that Promoter may make such minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which Promoter may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Allottee for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with consent of 2/3<sup>rd</sup> of the Allottees. In any case the members shall be kept informed/updated about the changes in the Project. The Proposed Layout of the Project is illustrated in Annexure B.**

**AND WHEREAS on demand from the Allottee, the Promoter has supplied all the information and explanations and given inspection / access to the Allottee of all the documents of title relating to the Project Land, approved plans prepared by GAURANG M. AMIN, documents forming part of the application for registration made under the RERA Act 2016, particulars of Unit and the Project including but not limited to design, type, specifications, carpet area, open space, share in the undivided Project Land, rights and obligations of easement, elevation, common area, etc and the Allottee has thoroughly inspected at its own as well as through proper person / advisor / consultant and thoroughly as well as unconditionally satisfied in respect of the same ; AND WHEREAS the Allottee has himself or through competent representative visited and inspected the Project and unconditionally satisfied and assured himself with regards to sufficiency, appropriateness and progress of the construction and its quality, fitness and suitability.**

AND WHEREAS the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and has completed the construction of the said building/s of the Project and has obtained the Building Use Permission Ref. No- \_\_\_\_\_ Dated/\_\_\_\_\_ with respect to the said building/s.

The Promoter has commenced the development of “**SWAMAAN SOLARIS**” and as per the sanctioned plans the Project consists of **One Block having 1 Basement + 13 Commercial Units in Ground Floor + 60 Residential Units**. Details of Units on each Floor are as per the table below:

| BLOCK NO. | NO OF UNITS IN BLOCK |                   |
|-----------|----------------------|-------------------|
|           | COMMERCIAL UNITS     | RESIDENTIAL UNITS |
| A         | 13                   | 60                |
| TOTAL     | 13 Units             | 60 Units          |
| SUB TOTAL | 73 UNITS             |                   |

AND WHEREAS the Allottee has desired to purchase a **Unit** bearing Number \_\_\_\_\_ situated on \_\_\_\_ Floor, Block No-\_\_\_ as per details below, more particularly described in the Schedule-A attached to this Agreement. (Hereinafter referred to as the said “Property” or “Unit”).

AND WHEREAS by the Agreement for Sale **Dated/** \_\_\_\_\_ entered between the parties and registered with the Sub Registrar by **Registration No-** \_\_\_\_\_, the Promoter have agreed to convey to the Allottee the said unit for a consideration and on the terms and conditions mentioned in the Agreement for Sale and contained herein.

The Promoter has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at **Registration No-**\_\_\_\_\_ **on Dated/** \_\_\_\_\_**with the Real Estate Regulatory Authority, Gujarat State [Gandhinagar].** Authenticated

Copy is attached as “Annexure-C”. RERA 2016 is referred hereinafter in this indenture as the said “Act”.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the said Property in the Project “**SWAMAAN SOLARIS**”, being **Unit No- \_\_\_\_** situated on **\_\_ Floor**, **Block No-\_\_** of the said Project having a Carpet area of **\_\_\_\_\_ Sq. Mtrs.**, along with **balcony + wash area of \_\_\_\_\_ Sq. Mtrs.**, **Open Terrace Area of \_\_\_\_\_ Sq. Mtrs.**, along with proportionate usage rights in common areas of the said project namely passage, foyer, stairs, lifts, etc. and **undivided proportionate area of Project Land admeasuring \_\_\_\_\_ Sq. Mtrs.** The detail of the carpet area (As per the said RERA Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

| Unit No.    | Carpet Area Sq. Meters | Balcony + Wash Area Sq. Meters  | Open Terrace Area Sq. Meters |  |
|-------------|------------------------|---------------------------------|------------------------------|--|
|             |                        |                                 |                              |  |
| BASIC PRICE |                        | Rs. _____/- (Rupees _____ Only) |                              |  |

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. There are appropriate small car parking facilities made available for the Allottees of Residential Units.

The **FOUR (04) Units** i.e. **Units Nos-101, 102, 103, 104** on **First Floor** are connected with **Terrace**, **Units No-205 (01) Unit** on the **Second Floor** are connected with **Terrace**, **Units Nos-1204** on **Twelveth Floor (01) Unit** connected with **Terrace**, **Units No-1302, 1304** on **Thirteen Floor** are connected with **Terrace** on the same Floor. The said **Two (02) Units** connected with **Terrace** situated on the **Thirteen Floor** are identified as **Pent House**.

The terrace on the **1<sup>st</sup>** floor above the commercial units is an attached open terrace with egress and ingress from that particular unit. Such attached terrace is allotted on a permanent, independent, individual usage basis to the unit holders. The terrace above the **13<sup>TH</sup>**

Floor is the common terrace of the project The Allottee and the other members of the said project have unconditionally agreed to the said arrangement and shall not dispute it in the future before any authority.

AND WHEREAS Service Society/Maintenance Body has been promoted for the purpose of maintenance of common areas and common amenities of the said Project and that the Allottee has agreed to become a member and abide by the rules, regulations and shall not commit a breach of the same. The occupancy rights of the undivided proportionate share of the Project Land for the said Unit shall always remain with the formed Co-Operative Service Society/Maintenance Body.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of this Sale Deed and in consideration of the amount of **Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_ Only**) (the "Basic Price") paid in the manner described in Schedule "B" by the Allottee to the Promoter, on or before the execution of these presents being the full consideration agreed to be paid, the receipt whereof the Promoter doth hereby admits and acknowledges and of and from the same and every part thereof forever acquit release and discharge the Allottee, the Promoter doth hereby grant, convey, transfer and assure unto the Allottee ALL THAT property of the Unit, undivided land hereditaments and Unit more particularly described in the schedule hereunder written TOGETHER WITH undivided right in all and singular sewers, drains, passage, common gullies, water-courses, lights, liberties, privileges, easements, profits, advantages, rights and appurtenance whatsoever to the said Unit, hereditaments and Unit or any part thereof now hath or any time heretofore usually held, used, occupied or enjoyed or reputed of known as part thereof and to belong or be appurtenant thereto AND ALL THE ESTATE right, title, interest, claim and demand whatsoever at law and in equity of the Promoter or any part thereof TO HAVE AND TO HOLD all and singular the said land hereditaments and Unit hereby granted conveyed transferred and assured or intended or expressed so to be with their and every of their rights, easements and appurtenances (all which are called as the

said Unit already assigned hereinbefore) UNTO AND TO THE USE and benefit of the Allottee forever as full owner.

**THIS DEED FURTHER WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

- 1. The Promoter has constructed the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority.**
- 2. The consideration amount for the said Unit mentioned herein above is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (the “Basic Price”). Along with proportionate right in common areas of the said Building namely passage, foyer, top floor terrace stairs, lifts etc. as per proposed layout of the Said Unit in Annexure A, free from all encumbrances, lien, charges or claim whatsoever.**
- 3. The “Basic Price” above excludes taxes (consisting of tax paid or payable by Promoter by way of Goods and Service Tax (“GST”) upon introduction of GST in India by the Government of India, as may be applicable on the transaction of transfer and sale of the Unit to the Allottee(s) or, any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Unit, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.**
- 4. The Allottee agrees and confirms that the Promoter shall pay the registration fees towards the Gas Pipeline provided in the said Units by **Gujarat Gas Ltd.** All the other charges except for the registration fees for and/or in relation to Gujarat Gas Ltd. of the said Apartment shall be paid by the Allottee.**
- 5. The Allottee irrevocably agrees that the Promoters reserves the rights to allocate all the parking spaces provided in the said project on the Ground Levels as well as in Basement (either**

covered or open). Accordingly, the owner/ promoters shall allocate the same to the unit Holders of the said scheme at its sole discretion as per the requirement of concerned unit holders for the better usage of their concerned units and none of the unit holders including the Allottee or their transferees/ assignees/ successors/ tenants shall be entitled to raise a claim/ objection against the same.

6. The front side Parking area of the Ground Level opposite the Ground Floor Showrooms shall be exclusive parking for the Ground Floor Showrooms owners and their employees and visitors. The said parking arrangement shall be used on a first come first served basis at the risk of the person parking his/her/their vehicle. The Ground Floor Showroom owners and/or their employees and/or their visitors and/or their tenants shall neither be entitled to use Basement Parking of the said Project to park any vehicle nor be entitled to use the Ground Level Parking Slots situated within the premises of the said Project to park any vehicle. The Basement parking of the said Project, as well as the Ground Level Parking area situated within the premises of the said Project, has been reserved for the Allottees of the Residential Units, their transferees/assigns etc. and the Allottees of Commercial Unit shall not be entitled to use the common amenities and facilities including the parking facilities that are provided within the project for the exclusive use to the Allottees of the Residential Units.
7. The Allottee has paid to the Promoter a sum of **Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_ Only**) the details of the payments received are given in Schedule "B". The Allottee has been given receipts for all the payments made by him. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained and can produce such receipts.
8. The Promoter has formed Co-Op. Housing Service Society Limited (registered under The Co-Operative Societies Act, 1961 vide **Sr. No- \_\_\_\_\_, Dated/ \_\_\_\_\_** ) 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 will join in such Co-operative Service Society/Maintenance Body 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 Co-operative Service Society/Maintenance 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 Co-operative Service Society/Maintenance 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 Co-operative Service Society/Maintenance Body for operation and maintenance of common facilities and amenities of the Project.

9. The Promoter shall maintain the common amenities (as per the details provided herein) of the Project till 12 months from the date of B.U Permission. Thereafter the Promoter shall handover the charge of maintaining the aforesaid common amenities to the Maintenance Society. That the Promoter will hand over the Charge of the Maintenance of the common amenities to the Maintenance Society with consent of minimum 50% of the then existing members of the Society, being given in the form of their signature and the Promoter shall handover the charge of common use land as well as common use area of the Project (except the charge of maintaining the aforesaid common amenities) to the Maintenance Society.
10. The Promoter is going to maintain the common amenities of the Project till 12 months from the date of B.U. Permission for which all the Apartment Holders are paying Non-Refundable Maintenance Contribution. As the Promoter is collecting the said amount on tentative basis, the Promoter will manage the said expenses as per its discretion to keep the project well maintained through the maintenance agencies of repute.

**Therefore, the Apartment Holders of the Project/ Maintenance Society shall neither ask for accounts of the said amount from the Promoter nor they (or any of them) will raise any dispute in the same concern.**

- 11. That the Allottee from the date of execution of the sale deed shall pay all the outstanding and outgoing towards the government and Semi-Government Taxes, Local Authority Taxes including Municipal Property Taxes, Electricity Bill of UGVCL, AMC Drainage charges, water Tax, Gujarat Gas Ltd. usage charges etc. and all other amounts payable in connection of the said society.**
- 12. The Allottee shall also bear any GST, refundable maintenance deposit or any tax payable on the maintenance deposit amount paid directly in the name of applicable Co-operative Service Society/Maintenance Body. The non-refundable maintenance deposit 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 till 12 months from the date of B.U. Permission.**
- 13. The Promoter shall not have any claim on F.S.I, additional F.S.I and terrace rights after Building Use Permission has been obtained, such right if any will be owned by the “Association of Allottee”**
- 14. The Allottee before execution of this Deed has satisfied himself of the following:**
  - (a) The carpet area of the said Unit.**
  - (b) The completion and quality Construction of the said Building/Project and the said Unit.**
  - (c) The fittings and fixtures installed.**
  - (d) Completion and finishing of the said Unit and Project.**
  - (e) The supply of water and electricity.**
  - (f) The common facilities and amenities of the said Building/Project.**

15. The Promoter has made available the said Unit to the Allottee with clear and marketable title. The title is verified by Advocate Shri Bipin V. Patel as per available revenue and registration record and on photo copies of documents produced before Advocate with note. The Allottee has also verified the titles of the said Unit and the Project through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Allottee is not entitled to raise any objection or queries regarding the titles of the said Unit and Project.

#### **REPRESENTATION AND WARRANTIES OF THE PROMOTER**

16. The Promoters hereby represent and warrant to the Allottee as follows:
- (a) The Promoter has constructed the said Building/Project in accordance with the Layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications.
  - (b) The Promoter has a clear and marketable title with respect to the Project Land; as declared in the title report 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.
  - (c) 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.
  - (d) There are no encumbrances upon the Project Land except those disclosed in the Title Report and Encumbrance Certificate. In future, the Promoter might obtain loan from financial institutions. The Promoter declares that any financial charge on particular unit of the Prospective

**Acquirer will be removed before the execution of Agreement for Sale/ Sale Deed.**

- (e) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Project except those disclosed in the Title Report and Encumbrance Certificate.**
- (f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law.**
- (g) The Promoter has the right to execute this Deed 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.**
- (h) The Promoter has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project except those disclosed in the Title Report and the said Unit which will, in any manner, affect the rights of Allottee under this Deed.**
- (i) The Promoter confirms that he is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Deed.**
- (j) At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, occupancy rights of the common areas of the structure to the Co-operative Service Society/Maintenance Body.**
- (k) The Promoter has duly paid discharged 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.

- (l) 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 Promoters in respect of the Project Land and/or the Project except those disclosed in the Title Report.
- (m) The Promoter has developed the said Project with the common amenities and facilities listed in the Annexure D attached with this Deed.

#### **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

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

- (a) To maintain the Unit at the Allottee's 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 the Unit itself or any part thereof without the consent of the Promoter/Maintenance Body.
- (b) Not to store in the Unit 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 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 in which the Unit is situated 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.

- (c) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit 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.
- (d) 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, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Maintenance Body.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Unit is situated or any part

thereof or whereby any increased premium shall become payable in respect of the insurance.

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Common Area and the building in which the Unit is situated.
- (g) 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 building in which the Unit is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.
- (i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Deed or part with the possession of the Unit without the consent of the Co-Operative Service Society/Maintenance Body.
  - a) The Allottee shall give 30 days prior notice in writing to the Co-Operative Service Society/Maintenance Body about his intention to sell the said Unit informing about the transferee and shall obtain No Objection Letter from the Co-Operative Service Society/Maintenance Body prior to sale which shall not be unreasonably withheld by the Co-Operative Service Society/Maintenance Body.
  - b) The Allottee shall pay Transfer Fees as per bylaws.
  - c) Declaration cum Indemnity Bond to be obtained from transferee ensuring that all terms and conditions, otherwise binding to the Allottee shall also be binding to the transferee.

- (j) It is hereby agreed that the Allottee shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/or on the exterior side of the development to be planned and/or in the open areas of the Project Land hereto or any part of the building / Project except whatever is provided by the Promoter, without the written consent of Promoter. The size, color and place of the Board/signage (if any) shall be decided by the Promoter. The Allottee shall not put air conditioning units (indoor and / or outdoor) except as per the system approved by the Promoter.**
- (k) The Allottee shall observe and perform all the rules and regulations which the Maintenance 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 of the said building and the Units 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed and the rules and regulation of the Maintenance Body.**
- (l) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.**
- (m) On or before delivery of possession of the Said Unit pay to the Promoters, the Balance Basic Price, proportionate**

share of taxes, any other charges as decided by the Promoters, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoters and such amounts agreed upon.

- (n) Pay the applicable stamp duty, registration charges Legal/ Advocate charges and other incidental expenses payable, at the time of registration of this Sale Deed.
- (o) The Allottee of Residential Unit shall not use or permit to be used the said Unit or any part thereof for manufacturing any items, or as Pan Parlour(s), as consulting room of medical professional, doctor's clinic, maternity home and surgical nursing homes, as printing press, or storing chemicals or for hira-ghanti and for any other purpose which may be objectionable to the said Society and other Allottees of the said Project. Whereas the Allottee of the Commercial Unit can utilize their unit for the above mentioned purposes or any other commercial activity without any restrictions. It is further clarified that this Unit is to be used only for Residential/Commercial purpose.
- (p) Confirm/declare that he has agreed to purchase the said Unit after due verification of all the relevant aspects and has satisfied himself in this regard. The decision to purchase the said Unit in the phase out of his own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Deed.
- (q) The Allottee agrees and undertakes that the Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made

or taken in respect of the said Unit and/or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other Unit Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

- (r) Nothing contained in this Deed is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Project Land and the said Building or any part thereof. The Allottee hereby agree that the Allottee shall have no claim, any rights, title, interest save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the same is transferred as hereinbefore mentioned.
- (s) The Allottee hereby acknowledges that even after the Co-Operative Service Society 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 Management Body and use all common areas and facilities in the Project at par with other unit Allottees/Occupiers.

#### **OBLIGATIONS OF ALLOTTEE WHO IS A NON-RESIDENT OF INDIA (IF APPLICABLE)**

18. The Allottee if a resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provisions as laid down and notified by Government of India or concerned statutory authorities from time to time, including

those pertaining to remittance of payment for acquisition of immovable property in India.

19. For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
20. The Promoter shall not be responsible towards any third-party making payment/remittance on behalf of the Allottee and such third party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

#### **GENERAL COVENANTS**

21. It be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Promoter has complied with all such terms, conditions, stipulations and restrictions.
22. Allottee be and hereby declares and affirm that this Sale Deed is executed after complete checking, inspection and verification of compliance made by the Promoter as regards all the requirements of the said Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other person acting for and on behalf of the Allottee against the Promoter or in respect of compliances made by the Promoter as regards all the requirements of the said Act and rules made thereunder.
23. Notwithstanding anything contained anywhere, the Promoter shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the good and services tax actually paid by the Promoter to the account of the appropriate authority out of the amount received/receivable from the Allottee save and except due to amendment in the concerned act/rules.

24. The parties to this deed agree that the Draft Sale Deed submitted before GUJRERA at the time of registration is a model form of Deed, which may be modified and adapted in each case having regard to the facts and circumstances of that respective case and as mutually agreed between the parties and hence there may be some modifications in this Deed. The Parties hereby agree and acknowledge this fact and shall not raise any dispute regarding the same before any Authority(s).
25. Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Deed at any point in time by way of mutual consent of each other.
26. The Allottee has fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and in future the Allottee will not raise any dispute or query regarding the Carpet area as per RERA.
27. This clauses and conditions shall be binding on the Allottee, (in case of individual) his heirs, legal representatives, executors, successors and 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; (in case of HUF) its coparceners as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Third Party having or contemplating to have in future any charge or interest on the said Unit and/or on the construction thereupon, in part and/or as a whole.
28. Subject to the provisions of this Deed and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right

or remedy provided by the Act or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

29. The Allottee shall not have any objection if the Promoter/Service Society/ Maintenance Entity allot usage rights of any exclusive areas, partly or wholly, to one or more Prospective Allottee(s) in the said project. The Prospective Allottee(s) shall only have usage rights to the allotted area and is to be used as per the terms agreed between the Promoter/Service Society/Maintenance Entity and the Prospective Allottee(s).

### 30. RESPONSIBILITY OF THE LIFTS

I That the Promoters shall provide appropriate lift of the reputed manufactures in all the buildings/ blocks of the projects as per the approved plan.

II And the Promoter on behalf of the maintenance society, shall maintain the said lifts for Twelve (12) months from the date of B.U Permission or completion of the said projects whichever is earlier and thereafter the maintenance of the said lifts shall be handed over to the Maintenance Society which is going to be managed by the members of the said project. The Promoters shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till completion of the aforesaid time period. Upon expiry of such period, the members shall be liable to renew and maintain the said licenses. And after such hand-over of the maintenance, the promoters shall not be responsible for the maintenance/ up keeping of the said lifts or licenses.

**III And as the Promoters shall provide lifts manufactured by the reputed company/ies, for occurrence of any if the accidents while using the said lifts, the same (neither during the initial period as referred above nor after handing over of the maintenance to the maintenance society/members). And only the members shall be responsible/ liable to bear the consequences.**

#### **STRUCTURAL DEFECT LIABILITY**

**31. If within a period of five years from the date of handing over the possession, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.**

**32. Structural Defect cannot be claimed (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 color 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 honor 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, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Allottee/Society, 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 or warranties as mentioned in the Agreement; (F) The Said Society 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 bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out, then the defect liability shall automatically become void.

33. It is hereby expressly agreed by the Allottee that before claiming any Structural Defect liability on the part of the Promoter, it shall be mandatory to appoint an expert that is Jointly Nominated by the Allottee, Promoter and/or formed Service Society who shall further submit a detailed report of the defect (if any) on account of workmanship, quality or provision of service structure or the Unit along with its rectification and time required to resolve the defect (if any). If the Promoter fails to comply within the time limit provided, thereafter only the Allottee can refer to the competent Authority.

#### **GENERAL REPRESENTATION AND WARRANTIES**

34. Each Party represents and warrants to the other that:

- (A) It has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction, if applicable, have been taken to authorize such execution, delivery and performance;
- (B) This deed constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

- (C) The execution, delivery and performance of its obligations under this Deed does not and will not:
- (D) Contravene any law, regulation or order of any Government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
- (E) Conflict with or result in any breach or default under any Deed, instrument, regulation, license or authorization binding upon it or any of its assets.

#### **PROVISIONS OF THIS DEED APPLICABLE TO ALLOTTEE/ SUBSEQUENT TRANSFEREES**

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

#### **SEVERABILITY**

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

#### **FURTHER ASSURANCES**

37. 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 Deed 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.

#### **PLACE OF EXECUTION**

38. The execution of this Deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and the Allottee and the Deed is registered at the office of the Sub-Registrar. Promoter shall present this Deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

#### **JOINT ALLOTTEES**

39. In case of Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in clause and at the Notified Address of the Allottee / Notified Email ID of the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees.

#### **STAMP DUTY AND REGISTRATION**

40. Notwithstanding anything contained anywhere and for sake of clarity it is provided that the charges towards stamp duty, Registration of this Sale Deed, including incidental charges relating to execution and registration thereof shall be borne as per mutual understanding between the parties.

#### **DISPUTE RESOLUTION**

41. Any dispute between parties shall be settled amicably. If such dispute cannot be settled within 30 (*Thirty*) days by mutual discussion, then the Parties shall first refer the dispute to arbitration under the provisions of Arbitration and Conciliation Act, 1996 as statutorily amended from time to time by appointment of Sole Arbitrator mutually appointed by the Parties. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if

oral hearings take place, English shall be the language to be used in the hearings.

42. In case of failure to settle the dispute amicably or through Arbitration, it shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### GOVERNING LAW

43. That the rights and obligations of the parties under or arising out of this Deed 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 Deed.

#### SCHEDULE-A

##### Description of Unit

Unit No.\_\_\_\_\_ situated on \_\_\_\_\_ Floor of \_\_\_\_\_ Block of the said Project **"SWAMAAN SOLARIS"** having a Carpet area of \_\_\_\_\_ Sq. Mtrs. (i.e. Built Up Area of \_\_\_\_\_ Sq. Mtrs. as per the approved plans); along with balcony + wash area of \_\_\_\_\_ Sq. Mtrs., open terrace area of \_\_\_\_\_ Sq. Mtrs. along with proportionate usage rights in common areas of the said project namely passage, foyer, stairs, lifts, etc. and undivided proportionate area of the Project land admeasuring \_\_\_\_\_ Sq. Mtrs. of the said Project, constructed on the Non-Agricultural land admeasuring 2201 Sq. Mtrs. of Final Plot No-334/1 of Town Planning Scheme No-76/B (CHANDKHEDA) of Survey No-883/3 PAIKI 2 situate, lying and being at MOUJE-CHANDKHEDA, TALUKA-SABARMATI, DISTRICT-AHMEDABAD in the Registration District and Sub District AHMEDABAD (VADAJ ZONE-2), and bounded as follows:

East :

West :

North :

South :

## **SCHEDULE B**

### **Payment Plan**

#### **Total Basic Price**

**Booking Amount : Rs. \_\_\_\_\_/-**

- (A) Amount not exceeding 30% of the total consideration to be paid to Promoter after the execution of Agreement.**
- (B) Amount not exceeding 45% of the total consideration to be paid to Promoter on completion of the plinth of the building or wing in which the said Unit is located.**
- (C) Amount not exceeding 70% of the total consideration to be paid to Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.**
- (D) Amount not exceeding 75% of the total consideration to be paid to Promoter on completion of the walls, internal plaster, Floorings doors and windows of the said Unit.**
- (E) Amount not exceeding 80% of the total consideration to be paid to Promoter on completion of the sanitary fittings, staircase lift wells, lobbies upto the Floor level of the said Unit.**
- (F) Amount not exceeding 85% of the total consideration to be paid to Promoter on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.**
- (G) Amount not exceeding 95% of the total consideration to be paid to 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 Unit is located.**
- (H) Balance Amount against and at the time of handing over of the possession of the Unit to the Prospective Acquirer on or after receipt of occupancy certificate or completion certificate.**

## **ANNEXURE-A**

**(Authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority)**

**ANNEXURE-B**

**Proposed Layout of the Project**

**ANNEXURE-C**

**Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority.**

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

**SIGNED SEALED AND DELIVERED  
by the within named THE VENDOR**

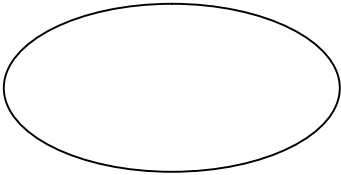
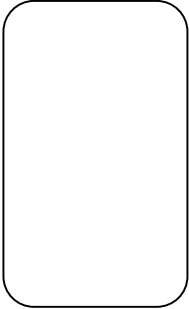
**in the presence of :-  
WITNESS**

\_\_\_\_\_  
**(SWAMAAN INFRA DEVELOPERS A  
PARTNERSHIP FIRM, ACTING THROUGH ITS  
AUTHORISED PARTNER,  
MR. KALPESHKUMAR ARVINDBHAI PATEL)**

\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE AS PER THE SECTION-32 (A) OF REGISTRATION ACT**  
**VENDOR/FIRST PART**

\_\_\_\_\_  
(SWAMAAN INFRA DEVELOPERS A  
PARTNERSHIP FIRM, ACTING THROUGH ITS  
AUTHORISED PARTNER,  
MR. KALPESHKUMAR ARVINDBHAI PATEL)



**PURCHASER/SECOND PART**

\_\_\_\_\_

