

**AGREEMENT FOR SALE (WITHOUT POSSESSION)**

**THIS AGREEMENT FOR SALE (“Agreement”)** made at Ahmedabad this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**BETWEEN**

**EARTH ONE INFRASTRUCTURES PAN: .....**

A Partnership Firm, duly registered under The Partnership Act, 1932, having its Office at A-61, Shakuntal Bungalows, Opp. Kunj Mall, Nr. Sukan Cross Road, Nikol, Ahmedabad-382350

hereinafter referred to as **“THE VENDOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm and its partners for the time being and from time to time and their and each of their respective heirs, executors, administrators and as the case may be its successors and assigns) of the ONE PART.

**AND**

(1) Odhavajibhai Ramajibhai Savani PAN :

Adult, Hindu By Religion, Occupation : Business  
Address: A/202, Shaligram Plus,  
B/h. Sindhubhavan, Thaltej, Ahmedabad.

(2) Vimalaben Odhavajibhai Savani PAN :

Adult, Hindu By Religion, Occupation : Business  
Address: A/202, Shaligram Plus,  
B/h. Sindhubhavan, Thaltej, Ahmedabad.

(3) Upendra Odhavajibhai Savani PAN :

Adult, Hindu By Religion, Occupation : Business  
Address: B/403, Shaligram Plus,  
B/h. Sindhubhavan, Thaltej, Ahmedabad.

(4) Bhaveshkumar Odhavajibhai Savani PAN :

Adult, Hindu By Religion, Occupation : Business  
Address: A/202, Shaligram Plus,  
B/h. Sindhubhavan, Thaltej, Ahmedabad.

(5) Dharmesh Odhavajibhai Savani PAN :

Adult, Hindu By Religion, Occupation : Business  
Address: A/202, Shaligram Plus,  
B/h. Sindhubhavan, Thaltej, Ahmedabad.

(6) Ankitaben Babubhai Bhadani PAN :

W/o. Parimalbhai Hareshbhai Patel  
Adult, Hindu By Religion, Occupation : Business  
Address: B/61, Shakuntal Bungalows,  
B/h. Manoharvilla, Naroda, Ahmedabad.

(7) Ankitkumar Vinodbhai Godhani PAN :  
Adult, Hindu By Religion, Occupation : Business  
Address: B/22, Pujan Residency,  
Nr.Shakuntal Bungalows, Nikol-Naroda Road,  
Ahmedabad.

(8) Pragajibhai Mohanbhai Sukhadiya PAN :  
Adult, Hindu By Religion, Occupation : Business  
Address: 42/1, Vikrampark Society,  
Opp. Bajrang Ashram, Thakkarbapanagar,  
Ahmedabad.

(9) Ketan Pragajibhai Sukhadiya PAN :  
Adult, Hindu By Religion, Occupation : Business  
Address: 42/1, Vikrampark Society,  
Opp. Bajrang Ashram, Thakkarbapanagar,  
Ahmedabad.

(10) Krunal Bhanubhai Tanti PAN :  
Adult, Hindu By Religion, Occupation : Business  
Address: 401, Sagun Palace, Opp.L.J.Collage,  
Shivranjani Cross Road, Satellite, Ahmedabad.

Hereinafter referred to as **“THE LAND OWNER”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the each of their respective heirs, executors, administrators and as the case may be its successors and assigns) of the ONE PART.

**AND**  
..... PAN :  
.....  
AADHAR NO : .....  
Aged about ..... years, ..... by religion, Occupation:- .....  
Residing ..... at ..... :-  
.....

Hereinafter referred to as **“THE PURCHASER”** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include (in case of individual) his/her/their heirs, legal representatives, executors and successors, (in case of HUF) its members as at present and from time to time, and their respective heirs,

executors and successors, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time, (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 Company or Corporation) its successors and assigns) of the OTHER PART.

#### **WHEREAS**

**The Vendor**, herein is seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT piece or parcel of Non Agricultural land bearing Sub-Plot No.1/1 admeasuring about 3975.59 Sq.mts.** of Sub-Plot No.1 admeasuring about 6159.45 Sq.mts. Of Final Plot No. 42 total admeasuring about 7466 Sq.mts. (The said Final Plot No. 42 is allotted in lieu of Block/Survey No. 630 admeasuring about 12444 Sq.mts.) of T.P. Scheme No. 121 (Naroda-Hanspura-Kathvada) situated, lying and being at Mouje-Naroda, Taluka- Asarava, Dist – Ahmedabad and Sub-District of Ahmedabad-6 (Naroda), and more particularly described in the **First Schedule** hereunder written and hereinafter referred to as "the Project Land".

#### **Brief History of the Project Land:-**

- 1)** The land bearing Survey No.630 admeasuring about Acre 3-3 Guntha earlier belonged to Bhala Amtha and the name of Motilal Dungarbhai was running as Protected Tenant of the said land on or before the year 1928.
- 2)** That thereafter Bhala Amtha had availed a Tagavi Loan of Rs.30/- on security of the said Land bearing Survey No. 630 from Government (Mamlatdar N.S.), vide mutation entry no.1614 dated 18/08/1928 which was certified. (Any paper related to this mutation entry is not produced before me, so I relied upon the averment made in the mutation entry).
- 3)** That thereafter, Bhala Amtha died a long before without making any will leaving behind him his legal heirs and next of kin as per HINDU LAW under which he governs (1)Minor Chatur Bhala and (2) Minor Goka Bhala through their legal guardian Vaji Wd/o. Bhala Amtha as his heirs, therefore the names of (1)Minor Chatur Bhala and (2) Minor Goka Bhala through their legal guardian Vaji Wd/o. Bhala Amtha were entered in revenue records, vide mutation entry no.2374 dated 22/04/1939 which was certified. (Death Certificate and Pedigree of Bhala Amtha are not produced before me so I relied upon the averment made in the mutation entry).
- 4)** That Thereafter, vide Taluka Order No. TNCSR dated 23/12/1952, the name of Protected Tenant Motibhai Dungarbhai was removed as Protected Tenant from the said land bearing Survey No.630, as he had not in possession of the said land since last two years, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 3810 dated 20/07/1953 and the same was certified on

15/01/1954. (Any paper related to this mutation entry is not produced before me so I relied upon the averment made in the mutation entry.)

**5)** That thereafter, the said land bearing Survey No.630 was declared as "SARKARI PADTAR" because of breach of condition vide Order bearing No.LNDW.301 dated 29/03/1954 of City Deputy Collector and Taluka Order bearing No. LNSR II 22 dated 14/04/1954, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 4060 dated 28/04/1954 and the same was certified by concern authority.(Above mentioned both orders or Any paper related to this mutation entry are not produced before me so I relied upon the averment made in the mutation entry).

**6)** That thereafter, (1) Thakor Chaturji Bhalaji and (2)Minor Gokal Bhalaji through his guardian Bai Vaji was paid Amount of possession Right of Rs.34.5.00 of 3rd Patt of Aakar, Therefore the said land bearing Survey No.630 was allotted as "New Tenure" to (1) Thakor Chaturji Bhalaji and (2) Minor Gokal Bhalaji through his legal guardian Bai Vaji, vide Order bearing No. LNDC 4363 dated 14(17)/05/1955 of City Deputy Collector and Taluka order no. L No. II Illegible dated 21/05/1955, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 4754 dated 16/06/1955 and the same was certified by concern authority on 09/08/1955. (Above mentioned order or Any paper related to this mutation entry are not produced before me so I relied upon the averment made in the mutation entry.)

**7)** That thereafter, Gokaji Bhalaji died on 30/07/1987 without making any will leaving behind him his legal heirs and next of kin as per HINDU LAW under which he governs (1) Maniben Wd/o. Gokaji Bhalaji and (2)Kantibhai Gokaji Thakor as his heirs, therefore the names of (1) Maniben Wd/o. Gokaji Bhalaji and (2)Kantibhai Gokaji Thakor were entered in revenue records, vide mutation entry no.10666 dated 01/02/1994 which was certified on 02/03/1994. (Death Certificate and Pedigree of Gokaji Bhalaji are not produced before me so I relied upon the averment made in the mutation entry).

**8)** That thereafter, Chaturbhai Bhalaji Thakor died on 30/04/1964 without making any will leaving behind him his legal heirs and next of kin as per HINDU LAW under which he governs (1)Babubhai Chaturbhai Thakor and (2) Hiraben D/o. Chaturbhai Thakor as his heirs, therefore the names of (1)Babubhai Chaturbhai Thakor and (2) Hiraben D/o. Chaturbhai Thakor were entered in revenue records, vide mutation entry no.11136 dated 23/08/1996 which was certified. (Death Certificate and Pedigree of Chaturbhai Bhalaji Thakor are not produced before me so I relied upon the averment made in the mutation entry.)

**9)** That thereafter, (1) Maniben Wd/o. Gokaji Bhalaji, (2)Kantibhai Gokaji Thakor, (3) Babubhai Chaturbhai Thakor and (4) Hiraben D/o. Chaturbhai Thakor were appointed to Rajeshbhai Ranchhodbhai Patel as their Power of Attorney Holder, to do the procedure of convert the said land bearing Survey No.630 into "Old Tenure" from "New Tenure", by

Special Power of Attorney, which was Notarized before the Notary Shri C. K. Thakor under Serial No.1313/2007 dated 02/05/2007.

**10)** That thereafter, (1) Maniben Wd/o. Gokaji Bhalaji, (2) Kantibhai Gokaji Thakor, (3) Babubhai Chaturbhai Thakor and (4) Hiraben D/o. Chaturbhai Thakor were agreed to sale the said land bearing Survey No.630 admeasuring about 12444 Sq.mts. to Gokalbhai Mavajibhai Vadagama by Agreement for Sale with Possession. Which was Notarized before the Notary Shri C. K. Thakor under Serial No.1314/2007 dated 02/05/2007.

**11)** That thereafter, (1) Dineshbhai Babubhai Thakor, (2) Rajeshbhai Babubhai Thakor, (3) Govindbhai Babubhai Thakor, (4) Arvindhbhai Babubhai Thakor, (5) Dhanajibhai Babubhai Thakor, (6) Rakeshbhai Kantibhai Thakor, (7) Urmilaben Kantibhai Thakor and (8) Minor Jayshriben Kantibhai Thakor through her legal guardian Kantibhai Chaturbhai Thakor were confirmed the sale of the said land bearing Survey No.630 admeasuring about 12444 Sq.mts. in favour of Gokalbhai Mavajibhai Vadgama by Notarize Declaration. Which was Notarized before Notary Shri R. H. Panchal under Serial No.G 281/2007 dated 03/05/2007.

**12)** That thereafter, (1) Maniben Wd/o. Gokaji Bhalaji, (2) Kantibhai Gokaji Thakor, (3) Babubhai Chaturbhai Thakor and (4) Hiraben Chaturbhai Thakor were appointed to Rajeshbhai Ranchhodbhai Patel as their Power of Attorney Holder for the said land bearing Survey No.630 admeasuring about 12444 Sq.mts. by Registered Specific Power of Attorney Which was registered in the Sub Registrar office of Ahmedabad-6(Naroda) under Serial No.7841 dated 06/08/2010.

**13)** That thereafter, (1) Maniben Wd/o. Gokaji Bhalaji, (2) Kantibhai Gokaji Thakor, (3) Babubhai Chaturbhai Thakor and (4) Hiraben D/o. Chaturbhai Thakor were agreed to sale the said land bearing Survey No.630 admeasuring about 12444 Sq.mts. to Gokalbhai Mavajibhai Vadagama (Prajapati) by Agreement for Sale without Possession which was notarized before Notary Shri R. K. Punjabi under Serial No.913/2010 dated 06/08/2010 and Agreement for Sale with Possession was notarized in the book of Notary Shri R. K. Punjabi under Serial No.913/2010 dated 06/08/2010. In addition (1) Maniben Wd/o. Gokaji Bhalaji, (2) Kantibhai Gokaji Thakor, (3) Babubhai Chaturbhai Thakor and (4) Hiraben D/o. Chaturbhai Thakor given Possession of said land bearing Survey No.630 admeasuring about 12444 Sq.mts. to Gokalbhai Mavajibhai Vadgama (Prajapati) by notarize Supplementary Agreement which was notarized before Notary Shri R. K. Punjabi under Serial No.915/2010 dated 06/08/2010.

**14)** That thereafter, the said land bearing Survey No. 630 was covered under the Town Planning Scheme No. 121 (Naroda-Hanspura Kathvada) and Final Plot No. 42 was given in lieu thereof and the area thereof was fixed to the extent of 7466 Sq.mts. in lieu of 12444 Sq.mts.

**15)** That thereafter, the said land bearing Survey No.630 admeasuring about 12444 Sq.mts. was covered under the Town Planning Scheme No.121 and Final Plot No.42 admeasuring 7466 Sq.mts. was given in lieu was free from New Tenure (Section-43 of Tenancy Act) restrictions for

purpose of Non-Agriculture use of Residence vide order bearing No. Jamin/Ga.Dha.Ka.43/Mukti/SR.149/2010, New S.R.No.69/2011 dated 29/08/2011 of District Collector, Ahmedabad, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 18424 dated 05/09/2011 and the same was certified by concern authority on 23/11/2011.

**16)** That thereafter, the said land bearing Survey No.630 admeasuring about 12444 Sq.mts. was covered under the Town Planning Scheme No.121 and Final Plot No.42 admeasuring 7466 Sq.mts. was given in lieu was sold and conveyed by (1)Maniben Wd/o. Gokaji Bhalaji, (2)Kantibhai Gokaji Thakor, (3)Babubhai Chaturbhai Thakor and (4)Hiraben D/o. Chaturbhai Thakor through their Power of Attorney Holder Rajeshbhai Ranchhodbhai Patel to (1)Gokalbhai Mavajibhai Vadgama (Share of 17.50%), (2)Dipakbhai Ranchhodbhai Patel (Share of 17.50%), (3)Ankitaben Babubhai Bhadani (Share of 20%), (4)Odhavajibhai Ramajibhai Savani (Share of 15%), (5)Vimalaben Odhavajibhai Savani (Share of 9%), (6)Upendra Odhavajibhai Savani (Share of 7%), (7)Bhaveshkumar Odhavajibhai Savani (Share of 7%) and (8)Dharmesh Odhavajibhai Savani (Share of 7%) by the way of Sale Deed, which was presented in the Sub Registrar office of Ahmedabad-6(Naroda) under serial no.9819 dated 08/09/2011 and registered on 27/09/2011, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 18466 dated 01/10/2011 and the same was certified by concern authority on 02/02/2012 vide order bearing No.RTS/Takrari Nondh /Naroda/Case No.207/11 dated 23/01/2012 of City Mamlatdar, Ahemdabad.

**17)** That thereafter, (1) Babubhai Chaturbhai Thakor and (2)Hiraben Chaturbhai Thakor were confirmed Sale Deed registered under Serial No.9819 dated 27/09/2011 in favour of (1)Gokalbhai Mavajibhai Vadgama (Share of 17.50%), (2)Dipakbhai Ranchhodbhai Patel (Share of 17.50%), (3)Ankitaben Babubhai Bhadani (Share of 20%), (4)Odhavajibhai Ramajibhai Savani (Share of 15%), (5)Vimalaben Odhavajibhai Savani (Share of 9%), (6)Upendra Odhavajibhai Savani (Share of 7%), (7)Bhaveshkumar Odhavajibhai Savani (Share of 7%) and (8)Dharmesh Odhavajibhai Savani (Share of 7%) via Confirmation Deed which was registered in the Sub-Registrar office of Ahmedabad-6(Naroda) under Serial No.11324 dated 14/10/2011 (Order dated 17/10/2011).

**18)** That thereafter Maheshkumar Lalbhai Patel filled Special Civil Suit No.62/2012 with Injunction Application against Respondents Maniben Wd/o. Gokaji Bhalaji and Others in the Hon'ble Court of Ahmedabad (Rural) Principal Senior Civil Judge for the said land bearing Survey No.630.

**19)** That thereafter restructure of City Taluka and Dascroi Taluka was effected vide resolution of Revenue Department of Gujarat vide no. PAFAR/102011/275/L/1 Dated 17/03/2012 and new taluka namely Ahmedabad(East) and Ahmedabad(West) was effected and the village Naroda was covered in the Ahmedabad City(East) An entry to that effect was made in mutation register at serial no. 18854 dated 03/05/2012 which

was certified on 05/05/2012. (Any papers related to this mutation entry are not produced before me so I relied upon the averment made in the mutation entry).

**20)** That thereafter, the land owners have applied to Convert the said Land bearing Survey No. 630 was covered under the Town Planning Scheme No.121 and Final Plot No.42 admeasuring 7466 Sq.mts. was given in lieu from into Non-Agricultural Land for Purpose of Commercial Usage to District Collector, Ahmedabad and vide Order of District Collector, Ahmedabad bearing No. EST/ N.A./ Ta.Bi.Khe./ Tatkai/ Ka-65/ SR-86/ 2012 dated 06/02/2013 the said land was converted from Agricultural to Non-Agricultural for Purpose of Commercial Usage with certain terms and conditions mentioned in the said order, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 19301 dated 13/02/2013 and the same was certified by concern authority on 01/04/2013.

**21)** That thereafter, the said land bearing Final Plot No.42 (Old Survey No.630) of T.P. Scheme No.121 admeasuring about 7466 Sq.mts. Paiki share of 10% i.e. 746.60 Sq.mts. Commercial Purpose Non Agricultural Land was sold and conveyed by Ankitaben Babubhai Bhadani W/o. Parimal Hareshbhai Padshala (Patel) to Ankitkumar Vinodbhai Godhani via registered sale deed no. 4157 dated 27/03/2017 which was registered in the sub-registrar office of Ahmedabad-6(Naroda), an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 21541 dated 12/04/2017 and the same was certified by concern authority on 23/06/2017.

**22)** That thereafter, the said land bearing Final Plot No.42 (Old Survey No.630) of T.P. Scheme No.121 admeasuring about 7466 Sq.mts. Paiki share of 17.50% i.e. 1306.55 Sq.mts. Commercial Purpose Non-Agricultural Land was sold and conveyed by Dipakbhai Ranchhodbhai Patel to (1) Pragajibhai Mohanbhai Sukhadiya (share of 5% out of 17.50%), (2) Ketan Pragajibhai Sukhadiya (share of 7.50% out of 17.50%) and (3) Krunal Bhanubhai Tanti (share of 5% out of 17.50%) by registered sale deed no.3932 dated 24/03/2017, vide mutation entry no.21542 dated 12/04/2017 which was certified on 23/06/2017.

**23)** That thereafter, Injunction Application of said Special Civil Suit No.62/2012, which was filled by Maheshkumar Lalbhai Patel was rejected on 06/01/2018 by Hon'ble Court of Ahmedabad (Rural) Principal Senior Civil Judge.

**24)** That thereafter, As per Ref. bearing No. Estate North Zone E.No.140 dated 26/04/2018 of Ahmedabad Municipal Corporation, Deputy Town Development Office (North Zone) Owner of the said land bearing Survey No.630 filled application regarding Development Permission, But the said land bearing Final Plot No.42 (Old Survey No.630) of T.P. Scheme No.121 was covered in Limit Area of Election Ward No. 12 (Naroda-North), Draft Town Planning Scheme no. 121 (Naroda-Hanshpura-Kathwada) North Zone of Ahmedabad Municipal Corporation, and Land owner handed over Possession of deducted land as per Town Planning Scheme and given

Possession Receipt without any charge to Ahmedabad Municipal Corporation, Therefore the said land bearing Survey No.630 Paiki admeasuring about 4978 Sq.mts. deducted land was entered in the name of Ahmedabad Municipal Corporation in second right, an entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 22024 dated 09/05/2018 and the same was certified by concern authority on 02/08/2018.

**25)** That thereafter, vide Rajachiththi No.IFP/667653/AMC/NZ/250618/ODPS/A0010 dated 24/06/2018, Plan was passed by Ahmedabad Municipal Corporation for the said land bearing Survey No. 630 and As per Rajachiththi Final Plot No. 42 admeasuring about 7466 Sq.mts. was divided into 2 (Two) Sub-Plots i.e. (1) Sub-Plot No.1 admeasuring about 6159.45 Sq.mts. and (2) Sub-Plot No.2 admeasuring about 1306.55 Sq.mts.

**26)** That thereafter, Partition Deed was executed by and between Gokalbhai Mavajibhai Vadgama and others and as per the partition Deed (A) land of Sub-Plot No.1 admeasuring 6159.45 Sq.mts. was gone in favour of (1)Odhavajibhai Ramajibhai Savani, (2) Vimalaben Odhavajibhai Savani, (3) Upendra Odhavajibhai Savani, (4) Bhaveshkumar Odhavajibhai Savani, (5) Dharmesh Odhavajibhai Savani, (6) Ankitaben Babubhai Bhadani W/o. Parimalbhai Hareishbhai Patel, (7) Ankitkumar Vinodbhai Godhani, (8) Pragajibhai Mohanbhai Sukhadiya, (9) Ketan Pragajibhai Sukhadiya and (10) Krunal Bhanubhai Tanti and (B) land of Sub Plot No.2 admeasuring 1306.55 Sq.mts. was gone in favour of Gokalbhai Mavajibhai Vadgama. Which Partition Deed was registered in Sub-Registrar office of Ahmedabad-6 (Naroda) under serial no. 14969 dated 08/08/2018. An entry to that effect was mutated in the revenue record vide village form no 6 with mutation entry no. 22247 dated 03/10/2018 and the same was certified by concern authority on 29/12/2018.

**27)** That thereafter, Non-Agricultural land of Sub-Plot No.1 admeasuring about 6159.45 Sq.mts. of Final Plot No.42 of T.P. Scheme No.121 was given for development by (1) Odhavajibhai Ramajibhai Savani, (2) Vimalaben Odhavajibhai Savani, (3) Upendra Odhavajibhai Savani, (4) Bhaveshkumar Odhavajibhai Savani, (5) Dharmesh Odhavajibhai Savani, (6) Ankitaben Babubhai Bhadani W/o. Parimalbhai Hareishbhai Patel, (7) Ankitkumar Vinodbhai Godhani, (8) Pragajibhai Mohanbhai Sukhadiya, (9) Ketan Pragajibhai Sukhadiya and (10) Krunal Bhanubhai Tanti to M/s. Earth One Infrastructures, a Partnership firm via Development Agreement which was registered in Sub-Registrar office of Ahmedabad-6(Naroda) under Serial No.14973 dated 08/08/2018, Therefore M/s. Earth One INFRASTRUCTURES a partnership firm have availed a development rights which includes to collect Development Cost and sale price of constructed units for the scheme to be constructed on Sub-Plot No.1 admeasuring about 6159.45 Sq.mts.

**28)** That thereafter, owners of the sub-plot no. 1 i.e. (1)Odhavajibhai Ramajibhai Savani, (2)Vimalaben Odhavajibhai Savani, (3) Upendra Odhavajibhai Savani, (4) Bhaveshkumar Odhavajibhai Savani, (5) Dharmesh Odhavajibhai Savani, (6) Ankitaben Babubhai Bhadani W/o. Parimalbhai

Hareshbhai Patel, (7) Ankitkumar Vinodbhai Godhani, (8) Pragajibhai Mohanbhai Sukhadiya, (9) Ketan Pragajibhai Sukhadiya and (10)Krunal Bhanubhai Tanti were appointed (1) Odhavajibhai Ramajibhai Savani, (2) Upendra Odhavajibhai Savani and (3) Ankitkumar Vinodbhai Godhani as their Power of Attorney Holders via Registered Power of Attorney which was registered in the Sub-Registrar office of Ahmedabad 6(Naroda) under Serial No.14977 dated 08/08/2018.

**29)** That thereafter, (1) Odhavajibhai Ramajibhai Savani, (2)Upendra Odhavajibhai Savani and (3) Ankitkumar Vinodbhai Godhani were appointed Ketan Pragajibhai Sukhadiya as their Power of Attorney Holder for land bearing Sub-Plot No.1 admeasuring 6159.45 Sq.mts. of Final Plot No.42 of T.P. Scheme No.121 via Registered Specific Power of Attorney which was Registered in the Sub Registrar office of Ahmedabad-6(Naroda) under Serial No.14980 dated 08/08/2018.

**30)** That thereafter, Earth One Infrastructures through its Partners (1) Odhavajibhai Ramajibhai Savani, (2)Vimalaben Odhavajibhai Savani, (3) Upendra Odhavajibhai Savani, (4)Bhaveshkumar Odhavajibhai Savani, (5) Dharmesh Odhavajibhai Savani, (6) Parimal Hareshbhai Patel, (7) Ankitkumar Vinodbhai Godhani, (8) Ketan Pragajibhai Sukhadiya and (9) Krunal Bhanubhai Tanti were appointed to Earth One Infrastructures through its Partners (1)Upendra Odhavajibhai Savani and (2)Ketan Pragajibhai Sukhadiya as their Power of Attorney Holders via Registered General Power of Attorney which was registered in the Sub Registrar office of Ahmedabad-6 (Naroda) under Serial No.14981 dated 08/08/2018.

**31)** That thereafter, Special Civil Suit No.62/2012 was disallowed by Principal Senior Civil Judge, Ahmedabad (Rural) vide his order dated 19.03.2020.

**32)** That thereafter, the Ahmedabad Municipal Corporation has issued a Development Permission and approved plans on 19/06/2019 vide Raja Chitthi No. 02419/030119/A1255/R0/M1 in Case No. BLNTI/NZ/030119/CGDCRV/A1255/R0/M1 for construction OF BLOCK-A and Raja Chitthi No. 02420/030119/A1256/R0/M1 in Case No. BLNTI/NZ/030119/CGDCRV/A1256/R0/M1 for construction OF BLOCK-B on the Land of Sub-Plot No.1 admeasuring about 6159.45 Sq.mts.

**33)** That thereafter, the Ahmedabad Municipal Corporation has issued a Development Permission and approved plans on 03/09/2020 vide Raja Chitthi No. 03659/010920/CGDCRV/A3838/M1 in Case No. LTS/NZ/010920/CGDCRV/A3838/M1 for subdivision of the Land of Sub-Plot No.1 admeasuring about 6159.45 Sq.mts. As per the said Raja Chitthi and Plan, the Sub-Plot No.1 admeasuring about 6159.45 Sq.mts. has been divided into 2 (Two) Sub-Plots i.e. (1) Sub-Plot No. 1/1 admeasuring about 3975.59 Sq.mts. and (2) Sub-Plot No. 1/2 admeasuring about 2183.86 Sq.mts.

**34)** That thereafter, the Ahmedabad Municipal Corporation has issued a Revised Development Permission and approved plans on 07/12/2020 vide Raja Chitthi No. 04230/030119/A1255/R1/M1 in Case No. BLNTI/NZ/030119/CGDCRV/A1255/R1/M1 for construction OF Block- C+D

and Raja Chitthi No. 04229/030119/A1256/R1/M1 in Case No. BLNTI/NZ/030119/CGDCRV/A1256/R1/M1 for construction OF Block- A+B on the Project the Land of Sub-Plot No. 1/1 admeasuring about 3975.59 Sq.mts.

**35)** That thereafter, the Durasti-Sudhara/Correction Deed was made between (1) Odhavajibhai Ramajibhai Savani, (2)Vimalaben Odhavajibhai Savani, (3) Upendra Odhavajibhai Savani, (4) Bhaveshkumar Odhavajibhai Savani, (5) Dharmesh Odhavajibhai Savani, (6)Ankitaben Babubhai Bhadani W/o. Parimalbhai Hareshbhai Patel, (7) Ankitkumar Vinodbhai Godhani, (8) Pragajibhai Mohanbhai Sukhadiya, (9) Ketan Pragajibhai Sukhadiya and (10) Krunal Bhanubhai Tanti and M/s. Earth One Infrastructures, a Partnership firm for correction in earlier Development Agreement which was registered in Sub-Registrar office of Ahmedabad-6(Naroda) under Serial No.14973 dated 08/08/2018, and this Durasti-Sudhara/Correction Deed was registered in Sub-Registrar office of Ahmedabad-6(Naroda) under Serial No.1378 dated 19/01/2021. Therefore according to that Durasti-Sudhara/Correction Deed, M/s. Earth One INFRASTRUCTURES a partnership firm have availed a development rights which includes to collect Development Cost and sale price of constructed units for the scheme/project to be constructed on Sub-Plot No. 1/1 admeasuring about 3975.59 Sq.mts. (herein referred to as “the Project Land”).

**AND WHEREAS** in accordance with the said approved plans on the said project land duly approved by Ahmedabad Municipal Corporation (AMC), the Vendor having rights and entitled under the said Development Agreement, has constructed/is constructing a building/scheme/project known as “**OMNIUM SQUARE**” (here in after referred to as the said project/ scheme/ building) and accordingly the said building/scheme consists of commercial and residential units along with Parking and other amenities and facilities to be provided for the beneficial enjoyment of all the Purchasers in the said Scheme.

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

**AND WHEREAS** the Construction of said Building/Scheme is in Progress/ completed in all respects and necessary Building Use Permission has been Pending/issued by the Ahmedabad Municipal Corporation bearing No. \_\_\_\_\_ dated \_\_\_\_\_.

**AND WHEREAS** the Vendor having rights and entitled to do so under the said Development Agreement, has agreed to sell **Unit No. \_\_\_\_\_** of the said Scheme/Building known as “**OMNIUM SQUARE**” (the said property is

hereinafter referred to as **“the said Unit”**) more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER with own desire has agreed to purchase the said unit at or for the total price/consideration and on the terms and conditions mutually agreed by and between parties here in and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the units therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written. The undivided share in the Project Land, the said Unit and the proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common is collectively be referred to as **“the said property”**

**AND WHEREAS** the Plans of the said units as sanctioned and approved by the Ahmedabad Municipal Corporation have been attached and marked as **Annexure ‘B’** hereto.

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

**AND WHEREAS** the certified copy of Certificate of Title issued by the Advocate of the Vendor and Land Owner, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title and rights of the Vendor to the said Project Land on which the said unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects and confirms that no further investigation is required in this regard and waiving his/her/their rights against any objection if arise in future.

**AND WHEREAS** the purchaser is fully satisfied that the vendor is entitled to develop, construct and sell the said unit and therefore agrees to purchase and the Vendor shall be entitled to sell the remaining Units in the said Project with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

**AND WHEREAS** the purchaser has agreed to acquire/purchase said unit with full notice of terms, provision, conditions, covenants recited hereinabove and hereinafter and hence now the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter;

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

**1.** The Vendor shall construct Mix Project/Scheme (Residential & Commercial) to be known as “OMNIUM SQUARE” consists of commercial and residential units along with Parking and other amenities and facilities to be provided for the beneficial enjoyment of all the Purchasers in the said Scheme as per plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time. Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

**1(a)** The Purchaser hereby agrees to purchase from the Vendor, and the Vendor hereby agrees to sell to the Purchaser the proportionate undivided share to the extent of \_\_\_\_\_ Sq.mts. in the said project Land together with constructed property being **Unit No.** \_\_\_\_\_ in block no. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.mts. (Carpet area), \_\_\_\_\_ Sq.mts. of Wash Area and \_\_\_\_\_ Sq.mts. of Balcony, \_\_\_\_\_ Sq.mts., open terrace, \_\_\_\_\_ Sq.mts., total admeasuring about \_\_\_\_\_ Sq.mts. on \_\_\_\_\_ Floor of the said Scheme/Building known as “OMNIUM SQUARE” more particularly described in the **Second Schedule** hereunder written at or for the aggregate price/purchase consideration of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** which price includes the proportionate price of undivided share in the project land and proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the units therein, the nature, extent and description of the common assets, areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written.

**1(b)** The above said total aggregate consideration amount for the said Unit agreed to be sold hereunder has been decided on the basis of carpet areas (as defined in Section 2(k) of the RERA Act) of the said unit which have been calculated from the unfinished surfaces which the Purchaser hereby

understood and agrees and confirms and shall not raise any dispute in future.

**1(c)** The Purchaser has paid to the Vendor on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the manner mentioned in **ANNEXURE - 1** as part consideration amount (the vendor hereby admit and acknowledge it as advance payment) and hereby agrees to pay to the Vendor the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in the manner mentioned in **ANNEXURE-2** or as may be mutually agreed by and between all the parties hereto. If the purchaser has opted for loan to pay above said amount then it is the sole responsibility of the purchaser to make release of payment as per schedule or as per demand of vendor from the respective Financer Company or Entity.

**1(d)** The above said total price/aggregate consideration amount excludes:

- (i)** Taxes (consisting of tax paid or payable by the Vendor by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Unit], which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
- (ii)** Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed unit.
- (iii)** The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any interpretation or amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.
- (iv)** GEB or Torrent Power Company proportionate charges and expenses relating to electricity connection - electrical power, laying of cable charges, installation of transformer or substation or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- (v)** All and every proportionate cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation or Local Authority.
- (vi)** All and every proportionate costs, charges and expenses for sanction of initial development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation and all other concerned

authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

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

**1(e)** The aggregate sale consideration price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

**1(f)** The Vendor shall confirm the final carpet area of the said Unit that has been allotted to the Purchaser before the deed of conveyance by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 9% in corporate interest, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I (a) of this Agreement.

**1(g)** The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to

object/demand/direct the Vendor to adjust his/her/its payments in any manner.

**2.1.** The Vendor hereby agrees to observe, perform and comply up to the possible extent with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

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

**3.1.** The Vendor hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is **14312.12** only and Vendor has planned to utilize Floor Space Index of **14282.51** by availing of FSI available on payment of premiums or by implementing various schemes as mentioned in the Development Control Regulation which are applicable to the said Project. The Vendor has disclosed the total Floor Space Index of **14312.12** as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

**3.2.** The Vendor shall not have any claim on FSI, additional FSI and terrace rights after completion of whole project (i.e. Building Use Permission for the whole project has been obtained). Such rights if any will be after then owned by the Service Society or Association of Purchasers.

**4.1.** If the Vendor fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 9% per annum, on all the amounts paid by the Purchaser, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

**4.2.** Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment of his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the Purchaser committing defaults of payment, the Vendor shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages to the extent of 10% of the total aggregate consideration and any other amount which may be payable to Vendor) within a period of thirty days of the termination, the sale consideration of the Unit which have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages to the extent of 10% of the total aggregate consideration in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

**The Purchaser** agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the said Building/Project/Larger Property or the Vendor or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Vendor shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Vendor Notice of Termination.

**5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided in the said building/scheme and the Unit by the Vendor shall be at its option as are set out in **Annexure 'C'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.

**6.** The Vendor shall give possession of the Unit to the Purchaser on or before **31/03/2026** If they fails or neglects to give possession of the Unit to the Purchaser on account of reasons not beyond its control and of its agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated or the projected as a whole is delayed on account of- (i) war, civil commotion or act of God, e.g. Fire, draught, flood, earthquake, epidemic, natural disaster of any type or; (ii) any notice, order, rule, notification, amendment of any law of the Government and/or other public or competent authority/court or; (iii) any reason(s), cause(s), act(s) etc. which are beyond control of Vendor or; (iv) any event or circumstances analogous to the foregoing.

**7.1.** Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate / Building Use Permission from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Unit to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society or Association of Purchasers or Limited Company, as the case may be. The Vendor on its behalf shall offer subject to fulfillment of all terms and condition of this agreement the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2.** The Purchaser shall take possession of the Unit by executing Deed of Conveyance within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Unit is ready for use and occupancy.

**7.3.** Failure of Purchaser to take Possession of Unit: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

**7.4.** If within a period of five years from the date of handing over the Unit to the Purchaser, the Purchaser or date of B.U. permission whichever is earlier, brings to the notice of the Vendor any structural defect in the unit or the building in which the Unit is situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by any reason attributable to the Purchaser.

**8.** The Purchaser shall use the unit or any part thereof or permit the same to be used only for purpose permissible and approved by the Concerned Authority and not for any other purpose. The Purchaser shall use the parking space only for the purpose of keeping or parking vehicles and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

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

**9.1.** Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share as decided by the Vendor or Service Society or Association of Purchasers of outgoings in respect of

the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 2(Two) years from the date of completion thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional monthly contribution per month towards his/her share of the outgoings/maintenance expenses for the said period of 2 (Two) years as mutually decided by and between the Parties. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 2 (Two) years. The Purchaser hereby agrees and confirms that after the initial period of 2 (Two) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Association of Purchasers or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Association of Purchasers or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time.

Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor/Service Society or Association of Purchasers a Fixed Maintenance Deposit as mutually decided by and between the Parties, which shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

#### **10. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:**

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

- i. The Vendor and Land Owner have clear and marketable title with respect to the project land; as declared in the title Clearance Certificate and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.

- v. All approvals, permissions, licenses and permits issued by the competent authorities with respect to the Project/Scheme, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, permissions, licenses and permits to be issued by the competent authorities with respect to the Project/Scheme, project land and said building shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Land Owner, the Vendor and the Purchaser confirms that the Land Owner is not Vendor in any manner whatsoever from selling the said Unit to the Purchaser in the manner contemplated in this Agreement;
- ix. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project.

## **11.**

**The Purchaser/s himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Vendor as follows:-**

- i. To maintain the Unit at the Purchaser'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 in any manner of whatsoever nature. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be

liable to bear all costs and expenses that may be incurred to rectify damages to any other Unit in the building or common areas due to such act of the Purchaser.

**ii.** 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and damages thereof.

**iii.** To carry out at his own cost all permissible internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

**iv.** Not to demolish or cause to be demolished the 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 color 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 Vendor and/or the Service Society or Association of Purchasers or the Limited Company.

**v.** The Purchaser specifically agrees with the Vendor that

- a)** No structural elements including PT slab, beams, columns, shear walls etc. shall be chiseled, core cut or punctured.
- b)** No drilling shall be permitted in any of these elements mentioned above. (except of false ceiling or other suspending other services for which a drill depth of not more than 30mm into the slab may be permitted)

- c)** No cutouts shall be done in the slabs without the permission of the Vendor and their structural consultants.
- d)** Any alterations required in the unit except the change in the structure will have to be consulted with the Vendor and their structural consultant in writing and which may be chargeable.
- e)** In the event, if permissible under law, any heavier loading like battery rooms or large server rooms etc if planned anywhere then the weight for the same must be quantified by the Purchaser in advance and the same must be represented to the Vendor and their structural consultants. Further strengthening (localized) if required in that case and shall be arranged and provided for on a chargeable basis.
- f)** Soil filling or garden loads shall not be kept within the Unit or in the areas other than the Vendor's architect planned and demarcated areas.
- g)** Any inclined element (be it structural or non-structural) shall not be tempered with at all.
- h)** Interior decorators and interior work contractors must be strictly briefed to not temper with any structural element presumed as obstruction or redundant.
- i)** That due care be taken to ensure that inflammable items not be used as part of the interior decoration and due fire ratings of those elements be understood prior to installation.
- j)** That all fire escape areas, driveways and margins will be kept open and accessible for fire rescue operations.
- k)** That as per the present CGDCR or any applicable law in time being in force or shall force the periodic inspection, rectification and maintenance of the whole building/construction and its structural stability, safe working and up-gradation of lifts, fire safety system and other amenities/facilities provided for safety or convenience, renewal of lift and fire licenses etc. shall be sole responsibility and or liability of the purchaser herein with the purchaser of other units of the project/scheme jointly at their own cost and the Vendor and or Land owners herein shall not be responsible or liable for violation of any such provision or law in any manner after the sale deed in favor of the Purchaser herein has been executed.

**vi.** 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.

**vii.** Not to spit, 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 project land and at any part of the building in which the Unit is situated.

**viii.** Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local

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

**ix.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser for any purposes other than for purpose for which it is sold.

**x.** The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement without prior written consent of the Vendor or part with the possession of the Unit until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and the necessary Deed of Conveyance is executed and registered by the Parties hereto.

**xi.** The Purchaser shall observe and perform all the rules and regulations which the Service Society or Association of Purchasers or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society or Association of Purchasers or Limited Company regarding the occupancy and use of the Units in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

**xii.** The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

**xiii.** The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

**xiv.** The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces as prescribed by the Vendor and at no other place outside the Unit. It is further agreed by the Purchaser that any exhaust/Ducting/Piping in any Unit shall be installed as per the plan/s and guidelines of the Vendor.

**xv.** The Vendor shall decide the place, color and size of the name plate/Board which will be put in the entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board or advertise of any kind or material on any part of the building except on the main entry door of the said Unit.

**xvi.** The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

**xvii.** The Purchaser hereby agrees that the said Project Building/scheme shall always be known, as “OMNIUM SQUARE”, and the name shall not be changed in any circumstances whatsoever.

**xviii.** The Purchaser hereby agrees that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or subdivide the same for use as more than one Unit. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the construction of the same.

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

**12.** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modifications(s) made thereof and all other applicable laws including that or remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor with such permission,

approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer or security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

**13.** The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws or applicable, as amended from time to time and the Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

**14.** Nothing contained in this Agreement 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 Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him on the terms and conditions mentioned herein, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

**15. VENDOR AND LAND OWNER SHALL NOT FURTHER MORTGAGE OR CREATE A CHARGE:**

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

**16. BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules within 30 (thirty) days from the date of receipt by the Purchaser and

secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever. While Vendor going into Project finance after executing Agreement with the Purchaser then the charge on receivables will be applicable and for that concern financial institution or bank will issue NOC (No Objection Certificate) for the said unit.

#### **17. ENTIRE AGREEMENT**

This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral if contrary to the what is written in this agreement, if any, between the parties in regard to the said Unit, as the case may be.

#### **18. RIGHT TO AMEND**

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

#### **19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS**

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

#### **20. SEVERABILITY**

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

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO- IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the total carpet area of particular Unit to the total carpet area of all Unit in the Project or as mutually agreed between parties.

**22. FURTHER ASSURANCES**

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

**23. PLACE OF EXECUTION**

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

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

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

VENDOR ADDRESS: EARTH ONE INFRASTRUCTURES AT- A-61, Shankutal Bungalows, Opp. Kunj Mall, Nr. Sukan Cross Road, Nikol, Ahmedabad-382350

VENDOR Email ID:- omniumsquare@gmail.com

PURCHASER ADDRESS :- \_\_\_\_\_

PURCHASER Email ID:- \_\_\_\_\_

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in

the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

## **26. JOINT PURCHASERS**

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

## **27. Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement and the conveyance of the Unit, undivided proportionate share of land as well as all other documents including cancelation of any document to be executed between the parties shall be borne by the Purchaser.

## **28. Dispute Resolution**

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

## **29. GOVERNING LAW**

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

## **30. LIABILITIES / RESPONSIBILITIES**

That the burden of Liabilities / Responsibilities for any construction related work, or for any work related to Project, workmanship etc. is on the shoulders of Vendor. Land owners are not responsible in any means for any dispute(s), query(ies), question(s) etc. Purchaser(s) is/are responsible(s) for all the parts of their side performance.

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

## **FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece or parcel of Non Agricultural land bearing Sub-Plot No.1/1 admeasuring about 3975.59 Sq.mts. of Sub-Plot No.1 admeasuring about 6159.45 Sq.mts. Of Final Plot No. 42 total admeasuring about 7466 Sq.mts. (The said Final Plot No. 42 is allotted in lieu of Block/Survey No. 630

admeasuring about 12444 Sq.mts.) of T.P. Scheme No. 121 (Naroda Hanspura-Kathvada) situated, lying and being at Mouje-Naroda, Taluka-Asarava, Dist – Ahmedabad and Sub-District of Ahmedabad-6 (Naroda), and the Same is bounded as follows:

- On the North By: Land of FP no. 34/4
- On the South By: Land of Sub plot No. 2 and Sub Plot No. 1/2
- On the East By: Land of Final Plot No. 41/2
- On the West By: 37.50 meter TP Road

**SECOND SCHEDULE ABOVE REFERRED TO**

All that proportionate undivided share to the extent of \_\_\_\_\_ Sq.mts. in the said project Land together with constructed property being Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.mts. of Carpet area, \_\_\_\_\_ Sq.mts. of Wash Area, \_\_\_\_\_ Sq.mts. of Balcony Area, Total admeasuring about \_\_\_\_\_ Sq.mts. with \_\_\_\_\_ Sq.mts. of open terrace on \_\_\_\_\_ Floor of the said Scheme/Building known as “OMNIUM SQUARE” together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other and the said Unit is bounded as follows:

- On the North By:
- On the South By:
- On the East By:
- On the West By:

**THIRD SCHEDULE ABOVE REFERRED TO**

Description of Common Assets and right to use amenities and facilities provided in the project and to be used in common with other Purchasers The common assets, amenities and facilities being Lift, StairCase/passage leading to Units, Overhead Water Tank, Underground Water Tank with Pump and Electric Motor, Compound Wall, and Drainage provided / situated in the said Building along with Right to Use common areas, amenities and facilities in common provided in the Scheme known as “OMNIUM SQUARE”.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**VENDOR: EARTH ONE INFRASTRUCTURES**  
THROUGH ITS AUTHORIZED PARTNER Mr. ....

\_\_\_\_\_

SIGNED AND DELIVERED

BY THE WITHIN NAMED LAND OWNER:

.....

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE – 1 MEMO OF CONSIDERATION**

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) paid by the Purchaser to the Vendor towards part consideration money by Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Ahmedabad. The receipt whereof the Vendor do hereby acknowledge.

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) paid by the Purchaser towards TDS in the name of the Vendor vide Form No.26 QB as per provision of Section 194-IA, rule 30 and rule 31 A of the Income Tax Act, 1961

Rs. \_\_\_\_\_/- \_\_\_\_\_

**WE SAY RECEIVED THE VENDOR For, EARTH ONE INFRASTRUCTURES**

**THROUGH ITS AUTHORIZED PARTNER**

Rs. \_\_\_\_\_/-Balance Payable

Rs. \_\_\_\_\_/-Total

**All the Payment subject to realization**

**ANNEXURE – 2**

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

**Rs. TOTAL TO BE PAID**

**FOURTH SCHEDULE ABOVE REFERRED TO**

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

Common Area Electricity Bills

Common Area Property Taxes

Security Expenses

Housekeeping Expenses for common areas, amenities and facilities

Normal day to day expenses for maintaining and upkeep of the common areas, amenities and facilities.

Maintenance of lifts and all other provisions for safety

**SCHEDULE UNDER THE REGISTRATION ACT ( 32-A)**  
**THE VENDOR EARTH ONE INFRASTRUCTURES**

\_\_\_\_\_ Mr.....  
AUTHORIZED PARTNER

THE LAND OWNER .....

\_\_\_\_\_

THE PURCHASER .....

\_\_\_\_\_