

MANI VILLA / AGREEMENT FOR SALE MASTER FILE

(RERA REGN. NO. _____)

-:: AGREEMENT FOR SALE WITHOUT POSSESSION ::-

THIS AGREEMENT FOR SALE WITHOUT POSSESSION is made at UMBERGAON, Taluka-Umbergaon, District-Valsad on ____ th day of _____ of the Christian year Two Thousand Twenty Two (__/__/2022).

B E T W E E N

Mr. Nikhil Anilbhai Mistry Proprietor of Sai Mani Infrastructure.

aged about 35 years, occupation-bussines,
residing at-Bapuji Sadan Bunglow, Costal Highway, UMBERGAON, Taluka-Umbergaon, District-Valsad, hereinafter referred to as “**The Vendor**” (which expression shall be deemed to include his heirs or heir, successors, legal representatives, executors, administrators and assigns wherever the context or meaning shall so require or permit) of **THE FIRST PART.**

A N D

(1) _____

aged about ____ years, occupation-_____,

(2) _____

aged about ____ years, occupation-_____,

residing at- _____

hereinafter called the “**The Purchaser**” (which expression shall be deemed to include their heirs, successors, legal representatives, executors and administrators wherever the context or meaning shall so require or permit) of **THE SECOND PART.**

WHEREAS the The Vendor is seized & possessed of NA land bearing . .

New Block / Survey No.	Old Survey No.	Area (H. Aare)	Assessment Rs.=Ps.
1547	Pardi No. 53	0=11=54	173.00

situated at Village-UMBERGAON, Taluka-Umbergaon, District- Valsad and which is more particularly described in the Schedule-A hereunder written.

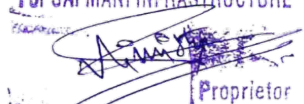
- (a) Originally the land bearing Pardi No. 53, admeasuring-A. 0=11 !!! G. was owned & possessed by Shri Balubhai Bhagwanji Mistry.
- (b) That, (1) Maniben Balubhai Mitsry & (2) Sushilaben Mohanlal Mistry had purchased the said land from Shri Balubhai Bhagwanji Mistry by a

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registered Sale Deed dated-07/10/1973. And by virtue of Sale Deed Mutation Entry No. 3736, dated-21/10/1986 effected in revenue records.

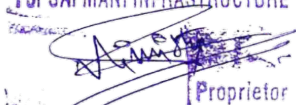
- (c) That, Maniben Balubhai Mistry died intestate on 30/11/2013 leaving behind her Two Sons namely (1) Anilbhai & (2) Ranjitbhai and Two Daughters namely (1) Hansaben & (2) Ilaben as a legal heirs entitled to the land belongst to the deceased. And the names of the said heirs have been entered in revenue records by Mutation Entry No. 11111, dated-10/07/2014.
- (d) That, (1) Sushilaben Mohanlal Mistry (2) Hansaben Balubhai Mistry & (3) Ilaben Balubhai Mistry had relinquished their right, title & interest from the said property in favour of (1) Shri Anilbhai Balubhai Mistry & (2) Shri Ranjitbhai Balubhai Mistry. And Sushilaben Mohanlal Mistry had execute Release Deed on 01/01/2015. And the said Release Deed is registered in the Office of Sub-Registrar Umbergaon at Serial No. 4, dated-01/01/2015. And (1) Hansaben Balubhai Mistry & (2) Ilaben Balubhai Mistry had execute Release Deed on 18/02/2015. And the said Release Deed is registered in the Office of Sub-Registrar Umbergaon at Serial No. 577, dated-18/02/2015. And by virtue of Release Deeds Mutation Entry No. 11262, dated-18/03/2015 effected in revenue records.
- (e) That, Government had promulgated the revenue record and Survey No. Pardi No. 53 is given New Block / Survey No. 1547. And for which Mutation Entry No. 11768, dated-31/05/2018 effected in revenue record.
- (f) That, Shri Anil Balubhai Mistry & Others had made an application before Collector Valsad for N.A. permission of the land bearing Survey No. 1547 and Collector Valsad gave N.A. permission for Multipurpose use vide its Order No. 96/25/05/050/2019, dated-17/05/2019 and by virtue of the Order Mutation Entry No. 11939, dated-20/05/2019 effected in revenue records.
- (g) That, The Vendor had purchased the said land from Shri Anil Balubhai Mistry & Others by a registered Sale Deed dated-28/10/2021. And the said Sale Deed is registered in the Office of Sub-Registrar Umbergaon at Serial No. 4103, dated-28/10/2021. And by virtue of the Sale Deed Mutation Entry No. 12373, dated-16/11/2021 effected in revenue records.
- (h) That, Shri Anil Balubhai Mistry & Others had prepared building plan to construt Residential & Commercial Complex on the said land and made an application and submitted the plan to Municipality Umbergaon and Municipality Umbergaon had sanctioned the plan submitted by Shri Anil Balubhai Mistry & Others and gave Construction permission vide its No. UADA / 27-02-2020 / 999260 / 01 / 000043, dated-27/02/2020.
- A. That, The Vendor has decided to construct 3 Shops on Ground Floor and from First Floor to Fifth Floor 5 Flats on each floor and 2 Flats on Sixth Floor. And the said complex to be constructed on the said Land shall be known as " **MANI VILLA** " more particularly described in **Schedule A**.

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- B. That, the Title Report of the said Land is issued by Advocate Shri Ilesh H. Shah-Advocate, Pardi.
- C. That, The The Purchaser had taken inspection of all deeds, documents, building plans, including permission granted by the local authorities for constructing the said buildings with all common and exclusive amenities & all item and work carried out by The Vendor and The Purchaser are fully satisfied that the title of The Vendor to the said property is clear and marketable and is also satisfied with the construction quality of the building and the amenities provided therein and acquainted himself of all the above.
- D. The Purchaser had applied to purchase Shop/Flat in the Project and has been allotted **Shop/Flat No. _____** on _____ **Floor** having **Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.)** as per **RERA** in "**MANI VILLA** " to be built upon the said land referred to in **Schedule-A:** and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule B.**
- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- G. 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 are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the **Shop/Flat** as specified in **para D** ;

NOW these presents witness and it is hereby agreed by and between the parties hereto as follows :-

1. The foregoing recitals shall be treated as forming integral part of operative portion of this Agreement and this Agreement shall be read accordingly.
2. Prior to the execution of these present The Purchaser had been satisfied about the title of The Vendor to construct building for residential / Commercial purpose on the said land which is more particularly described in **Schedule-A** hereunder written and The Purchaser shall not be entitled to question or object to the right of The Vendor to do the construction work on The Said Land.
3. The Purchaser hereby agrees to purchase The the said Shop/Flat as specified in **para D** and more particularly described in **Schedule-B**

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hereunder written based on the carpet area at and for lumsum consideration of **Rs.**_____/= (**Rupees** _____ **Only**) ("Total Price").

Description Of Shop/Flat :-

Shop/Flat No. _____ **on** _____ **Floor** having **Carpet Area** **admeasuring-**_____ **Sq. Fts. (i.e.** _____ **Sq. Mtrs.)** as per **RERA** in building "**MANI VILLA** " .

The Vendor hereby agrees to allot Balconies having **Carpet Area** **admeasuring-**_____ **Sq. Fts. (i.e.** _____ **Sq. Mtrs.)** forming part of **Flat** of apartment to the The Purchaser.

4. The Total Price as stated above in **Para-3** excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor up to the date of handing over the possession of the Apartment which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
5. The Total Price as stated above in **Para-3** is escalation-free, save and except increases which the Purchaser hereby agrees to pay, 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 from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Purchaser.
6. The Purchaser had paid the Earnest Money of **Rs.**_____/= (**Rupees** _____ **Only**) to The Vendor by Cheque/RTGS as under:-

<u>Amount</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Banks Name</u>
Rs.			
Rs.			

Rs.	_____	_____	Only)

The Vendor doth hereby admit and acknowledge the receipt of said payment.

7. The Purchaser(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**"). Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

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8. The Vendor hereby declares that the Floor Space Index including paid Floor Space Index is available as on date in respect of project land is 2,077.20 Sq. Mtrs. only and Vendor has planned to utilize the Floor Space Index including paid Floor Space Index is 2,077.20 Sq. Mtrs. by availing of TDR or FSI available on payment of premium or FSI available as incentive expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index including paid Floor Space Index is 2,077.20 Sq. Mtrs. as proposed to be utilized by him on the project land in the said project. The Purchaser has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Vendor by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Vendor only.
9. That, after obtaining the B.U. Permission The Promotor has no right on FSI, Additional FSI, Common Area and Terrace of the said project. And Society/ Association has right on FSI, Additional FSI, Common Area and Terrace of the said project.
10. The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 The Vendor shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of MCLR of State Bank Of India + 2% p.a., 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 that 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 feet as agreed in **Clause 3** of this Agreement.
11. Subject to **Clause 21** the Vendor agrees and acknowledges, the Purchaser shall have the right to the Shop/Flat as mentioned below:
- (i) The Purchaser shall have exclusive ownership of the Shop/ Flat;
 - (ii) The Purchaser shall also have undivided proportionate share in the Common Areas in the property more particularly described in **Schedule-A** hereunder written. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants of the said Building, without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as

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applicable. It is clarified that the Vendor shall convey/Lease undivided proportionate title in the common areas to the association of allottees as provided in the Act; and the Purchaser will pay Stamp Duty and Registration Charges in proportionate share with other The Purchaser/s for convey/Lease undivided proportionate title in the common areas to the association.

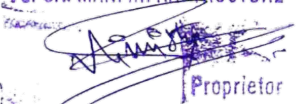
12. Subject to the terms of the Agreement the Purchaser shall make all payments as per mile stones, on demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft (as applicable) in favour of " Sai Mani Infrastructure Prop. Nikhil Anilbhai Mistry " payable at Umbergaon/Mumbai.
13. The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
14. Time is of 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 property shown in **Schedule B** hereunder written to the Purchaser and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payment of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in **Schedule C ("Payment Plan")**.
15. The Vendor agrees and understands that timely delivery of possession of the property shown in **Schedule B** hereunder written is the essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the property shown in **Schedule B** hereunder written on or before 31/12/2027, unless there is delay or failure due to change in law or any court's order or unavailability of Steel, Cement or other materials, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the property shown in **Schedule B** hereunder written, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then the Purchaser shall be entitled to terminate this Agreement and the Vendor shall be liable on demand to refund to the Purchaser the entire amount

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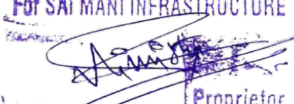
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received by the Vendor from the allotment alongwith interest at the reate of MCLR of State Bank Of India + 2% within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

16. The Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the property shown in **Schedule B** hereunder written, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the property shown in **Schedule B** hereunder written to the Purchaser. The Purchaser shall take possession of the property shown in **Schedule B** hereunder written within 15 days of the written notice to the allottee intimating that the said Apartment is ready for use and occupation.. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchasers, as the case may be.
17. Upon receiving a written intimation from the Vendor as per **clause 16**, the Purchaser shall take possession of the property shown in **Schedule B** hereunder written 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 property shown in **Schedule B** hereunder written to the Purchaser. In case the Purchaser fails to take possession within the time provided in **clause 16**, such Purchaser shall continue to be liable to pay maintenance charges as applicable.
18. After obtaining the occupancy certificate and handing over physical possession of the property shown in **Schedule B** hereunder written to the Purchaser/s, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchaser/s or the competent authority, as the case may be, as per the local laws.
19. The Vendor hereby represents and warrants to the Purchaser/s as follows:
 - (i) The Vendor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land shown in **Schedule-A** hereunder written.

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- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the property shown in **Schedule B** hereunder written:
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Building are valid and subsisting and have been obtained by following due process of law.
 - (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 Land and the said property shown in **Schedule B** hereunder written which will, in any manner, affect the rights of Purchaser under this Agreement;
 - (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said property shown in **Schedule B** hereunder written to the Purchaser in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Vendor shall handover vacant and peaceful, physical possession of the property shown in **Schedule B** hereunder written.
 - (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - (xi) The Vendor has duly paid and shall continue to pay and discharge all 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;
 - (xii) 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 by or served upon the Vendor in respect of the said Land and/or the Project.
20. Subject to the Force Majeure clause, the Vendor shall be considered under a condition of Default, in the following events:
- (i) The Vendor fails to provide ready to move in possession of the property shown in **Schedule B** hereunder written to the Purchaser within the time period specified or extended by the Authority. For the purpose of this clause, 'ready to move in possession' shall mean

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that the apartment shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the The Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. Provided that the Vendor shall be entitled to reasonable extension of time.

21. In case of Default by The Vendor under the conditions listed above, The Purchaser is entitled to the following:

- (i) Stop making further payments to The Vendor as demanded by the The Vendor. If the Purchaser stops making payments, the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the consideration paid by the Purchaser towards the purchase of the apartment, along with interest at the rate of MCLR of State Bank Of India + 2% p.a. within forty-five days of receiving the termination notice:

Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate of MCLR of State Bank Of India + 2% p.a., for every month of delay till the handing over of the possession of the property shown in **Schedule B** hereunder written.

22. The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for **2** consecutive demands made by the Vendor as per the Payment Plan mentioned in **Schedule-C** hereunder written, and having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate of MCLR of State Bank Of India + 2% p.a..
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond **2** consecutive months after notice from the Vendor in this regard, the Vendor shall be entitled to cancel the allotment of the property shown in **Schedule B** hereunder written in favour of the Purchaser and refund the consideration paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

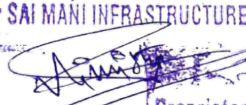
23. The Vendor shall on receipt of consideration as stated herein above and all of the dues under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the property shown in **Schedule**

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B hereunder written together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Gujarat Stamp Act including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

24. The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchaser. However the cost of maintenance shall be borne and paid by the The Purchaser.
25. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of Five years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of The Vendor's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.
26. The Purchaser hereby agrees to purchase the property shown in **Schedule B** hereunder written on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchaser from time to time.
27. The Vendor / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchaser/s and/or maintenance agency to enter into the property shown in **Schedule B** hereunder written or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
28. The service areas, if any, as located within the " **MANI VILLA** " , shall be earmarked for purposes such as parking spaces, underground water tanks, pump rooms and other permitted uses as per sanctioned plans. The

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Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers of project within the layout as may be formed by the Purchasers for rendering maintenance services.

29. Subject to **Clause 16** above, the Purchaser shall, after taking possession, be solely responsible to maintain the property shown in **Schedule B** hereunder written at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Shop/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the property shown in **Schedule B** hereunder written and keep the property shown in **Schedule B** hereunder written, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Shop/Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Shop/Flat. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
30. The Purchaser is entering into this Agreement for the allotment of a property shown in **Schedule B** hereunder written with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said property shown in **Schedule B** hereunder written, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the property shown in **Schedule B** hereunder written at his/ her own cost.

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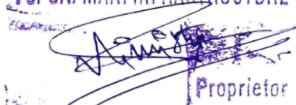
31. After the Vendor executes this Agreement he shall not mortgage or create a charge on the property shown in **Schedule B** hereunder written and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such property shown in **Schedule B** hereunder written.
32. This Agreement may only be amended through written consent of the Parties.
33. 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 property shown in **Schedule B** hereunder written, in case of a transfer, as the said obligations go along with the Shop/Flat for all intents and purposes.
34. If any provision of this Agreement 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 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.
35. 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 the proportion which the carpet area of the property shown in **Schedule B** hereunder written bears to the total carpet area of all the property shown in **Schedule B** hereunder written in the Project.
36. 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 at their respective addresses specified below:

(a) Vendor :

Name : Mr. Nikhil Anilbhai Mistry Prop. Sai Mani Infrastructure.
Address : Bapuji Sadan Bunglow, Costal Highway, UMBERGAON,
Taluka-Umbergaon, District-Valsad

(b) Purchaser :

Name :
Address :

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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.

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.

37. 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 court at Umbergaon will have jurisdiction for this Agreement.
38. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act-2016, Rules and regulations thereunder.
39. All stamp duty and registration charges payable for the execution and registration of this Deed shall be borne and paid by the Purchaser alone. The Purchaser alone will be responsible for the consequences of insufficient and/or non- payment of stamp duty on this Deed and/or all other documents etc. to be executed in connection therewith.

: THE FIRST SCHEDULE ABOVE REFERRED TO :

SCHEDULE - A :-

(Description Of the Land)

ALL THAT piece or parcels of Non-Agricultural land or ground lying and being at **UMBERGAON** within Municipality limits, in the Sub-District Umbergaon, District-Valsad bearing New Survey No. 1547 (Old Survey No. Pardi Mo. 53), admeasuring- H. 0 = 11 are = 54 Sq. Mtrs. and the said land is bounded as follows :-

On or towards the East : Land bearing Old S. No. 53 / P.
On or towards the West : Land bearing Old S. No. 53 / P.
On or towards the North : Land bearing Old S. No. 53 / P.
On or towards the South : Main Road towards Umbergaon Town to Umbergaon Station.

SCHEDULE - B :-

(Description Of Shop/Flat)

Shop/Flat No. _____ on _____ Floor having Carpet Area admeasuring-_____ Sq. Fts. (i.e. _____ Sq. Mtrs.) in "MANI VILLA " " built upon the land referred to the **Schedule-A;**

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hereabove written with undivided impartiable _____ **Sq. Mtrs.**
Share in the land. And the said Shop/Flat is bounded as follows:-
On or towards the East :
On or towards the West :
On or towards the North :
On or towards the South :

(Description Of Balcony)

The Vendor hereby agrees to allot Balconies having **Carpet Area**
admeasuring-_____ **Sq. Fts. (i.e. Sq. Mtrs.).** forming
part of Flat to the The Purchaser.

Total Carpet Area of Flat and Balcony admeasuring-_____ **Sq.**
Fts. (i.e. Sq. Mtrs.).

SCHEDULE - C:-

(Payment Plan)

Amount of Rs. _____/- (Rupees _____ Only
) paid to the Vendor before execution of Agreement.

Amount of Rs. _____/- (Rupees _____ Only) (not
exceeding 30% of the total consideration) to be paid to the Vendor after
the execution of Agreement.

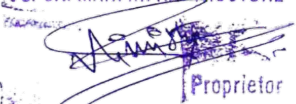
Amount of Rs. _____/- (Rupees _____ Only) (not
exceeding 45% of the total consideration) to be paid to the Vendor on
completion of the Plinth of the building or wing in which the said Apartment
is located.

Amount of Rs. _____/- (Rupees _____ Only) (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.

Amount of Rs. _____/- (Rupees _____ Only) (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.

Amount of Rs. _____/- (Rupees _____ Only) (not
exceeding 80% of the total consideeration) to be paid to the Vendor on
completion of the Sanitary fittings, staircases, lift wells, lobbies upto the
floor level of the said Apartment.

Amount of Rs. _____/- (Rupees _____ Only) (not
exceeding 85% of the total consideeration) to be paid to the Vendor on
completion of the external plumbing and external plaster, elevation,

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terraces with waterproofing, of the building or wing in which the said Apartment is located.

Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Vendor on completion of the lifts, water pumps, electrical fittings, electronic 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.

Balance Amount of Rs. _____/- (Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy cetificate or completion cetificate.

SCHEDULE - D :-

Specifications of Amenities in the Shop/Flat

Internal Specifications For Shop

- **Flooring** : 24 " x 24 " Vitrified tiles.
- **Shutter** : 21 gauge GI Shutters with Oil Paint.
- **Electrification** : Single phase concealed copper wiring with selected Points & Modular swithches.
- **Balcony Railing** : M.S.railing.

Specifications of Amenities in the Flat

- **Flooring** : 24 " x 24 " Vitrified tiles.
- **Doors** :
Main Door : Decorative door.
Internal Door : WPC Frame with Flush door with Oil Paint.
Toilet-Bathroom : PVC Doors.
- **Windows** : Powder Coated Alluminium Sliding windows with Single Granite Frame & Mosquito Net.
- **Kitchen** : Granite Top platform with glazed tiles up to Lintel level with S.S. Sink.
- **Toilet** : Premium quality tiles flooring and Ceramic tiles dado up to lintel level with standard sanitary ware fittings.

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- **Electrification** : Single phase concealed copper wiring with selected Points & Modular Switch.
- Plumbing** : Inside concealed plumbing of premium quality, I.S.I. mark C.P./U.P.V.C. pipe fitting.
- **Staircase** : Steps/Treads-Marble.
- Building Specifications**
- **Structure** : R.C.C. frame structure.
- **Plaster** : Internal Birla Putty & external double coated sand phase plaster.
- **Passage/Staircase** : Niroo Finish Plaster.
- **External Wall Finish** : Acrylic paint.
- **Elevator** : One Manual elevators having capacity 300-320 Kg. each.
- **Stilt Parking Flooring** : Checkered Tiles.
- **Passage Flooring** : 2 ' x 2 ' vitrified tiles.
- **Passage Wall Finish** : Chuna Plaster.
- **Staircase** : Steps/Treads-Granite.
- **Balcony Railing** : M.S.railing.

Annexure-A : Rera Certificate.

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

SIGNED & DELEIVERED by)
the party of the First Part)
)
)
)
)
)
(Shri Nikhil Anilbhai Mistry)
Proprietor of Sai Mani Infrastructure))

SIGNED & DELEIVERED by)
the party of the Second Part)
)
)
)
)
)
_____)

WITNESS :-

1. _____
2. _____

For SAI MANI INFRASTRUCTURE

Proprietor