

(RERA REGN. NO. _____)

:-: AGREEMENT FOR SALE WITHOUT POSSESSION :-:

THIS AGREEMENT FOR SALE WITHOUT POSSESSION is made
at CHALA, Taluka-Vapi, District-Valsad on ____ th day of _____ of
the Christian year Two Thousand Nineteen (____/____/2019).

B E T W E E N

M/S. SHREE KRISHNA ASSOCIATES a Partnership Firm through its
Authorised Partner:-

SHRI KRISHNA MUKESHBHAI BHATHELA.

aged about 36 years, occupation-business,
at-Shop No.5, Gauri Apartment, Krishna Colony, Muktanand Marg, CHALA,
Taluka-Vapi, District-Valsad, hereinafter referred to as the "Promoter"
(which expression shall be deemed to include their partners or partner, 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) SHRI _____

aged about ____ years, occupation-_____.

(2) SHRI _____

aged about ____ years, occupation-_____.

both are residing at-_____

hereinafter called the "Allottee" (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 Promoter is seized & possessed of Non Agricultural land bearing . .

<u>New Block/Survey No.</u>	<u>Survey No.</u>	<u>H. = Aare</u>
1715	271 / 27 3 / Plot No. 37	0=03=92
1718	271 / 27 3 / Plot No. 54	0=05=98

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

Originally the land bearing Survey No. 271 & 273 with other land situated at Village-Chala, Taluka-Vapi, District-Valsad was owned & possessd by Shri Dajibhai Kanjibhai.

AND WHEREAS Shri Dajibhai Kanjibhai made partition of his land with other land with his son Shri Mukeshbhai Dajibhai Bhathela. And by virtue of the said partition the land bearing Survey No. 271, 273, 274 / 1, 276 / 1, 276 / 2 + 3, 277 / 1 & 278 / 1 - 2 fallen in the share of Shri Mukeshbhai Dajibhai. And for which Mutation Entry No. 2586, dated-10/04/1971 was effected in revenue record.

AND WHEREAS Shri Mukeshbhai Dajibhai made an application before Mamlatdar Pardi to amalgamate the land bearing Survey No. 271, 273, 274 / 1, 276 / 1, 276 / 2 + 3, 277 / 1 & 278 / 1 - 2 and Mamlatdar Pardi passed an amalgamation order. And by virtue of the said order Mutation Entry No. 3176, dated-04/03/1980 was effected in revenue records.

AND WHEREAS Shri Mukesh Dajibhai prepared Lay-out Plan by showing various Plots and Common Plot and Internal Road and made an application before District Development Officer Valsad for converting the said land from agricultural use to Non-Agricultural use. And District Development Officer Valsad gave N.A. permission vide his Order No. D.P. N.A. Regi. 165 / 1979-80, dated-15/07/1980. And by virtue of said NA Order Mutation Entry No. 10497, dated-18/08/2010 effected in revenue records.

AND WHEREAS Shri Mukeshbhai Dajibhai Bhathela prepared construction plan and made an application before Municipality Vapi. And Municipality Vapi gave construction permission vide its Permission No. 60, O.W. No. TP / Regi. 2 / Vashi. 1481 / 2017-18 / 2236, dated-29/09/2017.

AND WHEREAS The Vendor had purchased the said land from Shri Mukeshbhai Dajibhai Bhathela by a registered Sale Deed dated-24/01/2018. And the said Sale Deed is registered in the office of Sub-Registrar Vapi at Serial No. 795, dated-24/01/2018. And for which Mutation Entry No. 12762, dated-10/04/2018 was effected in revenue records.

That, Government had promulgated the revenue record and Survey No. 271 / 273 Plot No. 54 is given New Block / Survey No. 1718 and Survey No. 271 / 273 Plot No. 37 is given New Block / Survey No. 1715. And for which Mutation Entry No. 12820, dated-14/09/2018 effected in revenue record.

- A. AND WHEREAS The Promoter has decided to construct two bulding namely Building-A and Building-B on the said land. And Parking on Ground Floor and Flats on First Floor to Fourth Floor on the said Land and the said complex to be constructed on the said Land shall be known as " SHREE MANGAL MURTY APARTMENT " .
- B. AND WHEREAS The Promotor is constructing a building known as "SHREE MANGAL MURTY APRATMENT " in "A" Building and "B" Building on a portion of the said Land and more particularly described in Shedule-A.
- C. AND WHEREAS the Title Report of the said Land is issued by Advocate Shri Ilesh H. Shah-Advocate, Pardi.
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

- E. AND WHEREAS The Allottee 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 Promoter and The Allottee are fully satisfied that the title of The Promoter 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.
- F. The Allottee had applied for Flat in the Project and has been allotted **Flat No. _____ on _____ Floor having Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.)** in "A/B" Building as per **RERA** in " **SHREE MANGAL MURTY APARTMENT** " building to be built upon the said land referred to in SCHEDULE-B: 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** and the floor plan of the Flat is annexed hereto and marked as Annexure 2;
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;

- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat as specified in para F ;

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 Allottee had been satisfied about the title of The Promoter to construct building for residential purpose on the said land which is more particularly described in Schedule-A hereunder written and The Allottee shall not be entitled to question or object to the right of The Promoter to do the construction work on The Said Land.
3. The Allottee hereby agrees to purchase The the said Flat as specified in para F and more particularly described in Schedule-B hereunder written based on the carpet area at and for lumpsum consideration of Rs. _____ (Rupees _____ Only) ("Total Price").

Description Of Flat :-

Flat No. _____ on _____ Floor having Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.) in "A/B" Building as per RERA in " SHREE MANGAL MURTY APARTMENT ".

4. The Promoter hereby agrees to allot Balconies having Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.) forming part of apartment to the Allottee. And *pro rata* share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act

admeasuring-_____ Sq. Fts. (i.e. _____ Sq. Mtrs.).

5. The Total Price as stated above in Para-3 excludes Taxes (consisting of tax paid or payable by the Promotor by way of Value Added Tax, Service Tax/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 Promotor) up to the date of handing over the possession of the Apartment which shall be separately payable by the allottee in the manner as may be decided by the Promotor.
6. The Total Price as stated above in Para-3 is escalation-free, save and except increases which the Allottee 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee.
7. The Allottee had paid the Earnest Money of Rs. _____/= (Rupees _____ Only) to The Promoter by
Cheque/RTGS as under:-

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

Rs.

Rs.

Rs.

Rs.

Rs. _____ (Rupees _____ Only)

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

8. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**. Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.
9. The Promoter hereby declares that the Floor Space Index including paid Floor Space Index is available as on date in respect of project land is 1,782.00 Sq. Mtrs. only and Promoter has planed to utilize the Floor Space Index including paid Floor Space Index is 1,649.98 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 applocable to the said Project. The Promoter has discloses the Floor Space Index including paid Floor Space Index is 1,649.98 Sq. Mtrs. as proposed to be utilized by him on the project land in the said project. Allottee has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
10. That, the Promoter has informed the Allottee that the Promoter intends to change the sanctioned plans/ layout plans of the said larger land in future. And the Allottee hereby gives irrevocable consent to the Promoter to change the sanctioned plans / layout plans of the said larger land. It is agreed that the Promoter shall not change the nature of fixtures, fittings and amenities described in Schedule-D hereunder written; therein in respect of the apartment. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

11. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 9 % p.a., from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 3 of this Agreement.

12. Subject to Clause 22 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Flat;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey/Lease undivided proportionate title in the common areas to the association of allottees as provided in the Act; and the Allottee will pay Stamp Duty and Registration Charges in proportionate share with othe Allotees for convey/Lease

undivided proportionate title in the common areas to the association.

13. Subject to the terms of the Agreement the Allottee shall make all payments as per mile stones, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft (as applicable) in favour of " Shree Krishna Associates " payable at Vapi / Chala.
14. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
15. Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee 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 Promoter as provided in **Schedule C ("Payment Plan")**.
16. The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on or before 31/12/2022, 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 Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then the allottee shall be entitled to terminate this Agreement and the Promoter shall be liable on demand to refund to the Allottee the entire amount received by the Promoter from the allotment alongwith interest @ 9 %p.a. within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement

17. The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The allottee shall take possession of the Apartment within 15 days of the written notice to the allottee intimating that the said Apartment is ready for use and occupation.. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be.
18. Upon receiving a written intimation from the Promoter as per clause 17, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the allottee. In case the Allottee fails to

take possession within the time provided in **clause 17**, such Allottee shall continue to be liable to pay maintenance charges as applicable.

19. After obtaining the occupancy certificate and handing over physical possession of the Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
20. The Promoter hereby represents and warrants to the Allottee as follows:
 - (i) The Promoter 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 Promoter 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.
 - (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat:
 - (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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any 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 Flat which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover vacant and peaceful, physical possession of the Flat.
- (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 Promoter 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 Promoter in respect of the said Land and/or the Project.

21. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified or extended by the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Discontinuance of the Promoter'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 Promoter shall be entitled to reasonable extension of time.

22. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the consideration paid by the Allottee towards the purchase of the apartment, along with interest at the rate of 9 % p.a. within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate of 9 % p.a. , for every month of delay till the handing over of the possession of the Flat.

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

- (i) In case the Allottee fails to make payments for **2** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, and having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate of 9 % p.a..
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond **2** consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Flat in favour of the Allottee and refund the consideration paid to him by the allottee by

deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

24. The Promoter shall on receipt of consideration as stated herein above and all of the dues under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee 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 Promoter 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 Promoter is made by the Allottee. The Allottee 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).
25. The Promoter 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 allottees. However the cost of maintenance shall be borne and paid by the Allottee.
26. 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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of Five years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be

entitled to receive appropriate compensation in the manner as provided under the Act.

27. The Allottee hereby agrees to purchase the Flat 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 allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.
28. The Promoter / 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 Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the flat 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.
29. The service areas, if any, as located within the **Shree Mangal Murty Apartment** shall be earmarked for purposes such as parking spaces, underground water tanks, pump rooms and other permitted uses as per sanctioned plans. The Allottee 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 allottees of project within the layout as may be formed by the Allottees for rendering maintenance services.
30. Subject to **Clause 17** above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 Flat and keep the Flat, 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 Allottee 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 Allottees 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 Allottee shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

31. The Allottee is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee 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 Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his/ her own cost.

32. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.
33. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
34. This Agreement, along with its schedules, 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 any, between the Parties in regard to the said Flat as the case may be.
35. This Agreement may only be amended through written consent of the Parties.

36. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
37. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
38. 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.
38. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the

same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

40. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
41. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Site Office and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vapi.
42. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

(a) Promoter :

Name : M/S. Shree Krishna Associates.
Address : Shop No.5, Gauri Apartment, Krishna Colony,
Muktanand Marg, CHALA,
Taluka-Vapi, District-Valsad

(b) Allotte:

Name :
Address :

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

43. 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 Vapi will have jurisdiction for this Agreement.
44. 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.
45. All stamp duty and registration charges payable for the execution and registration of this Deed shall be borne and paid by the Allottee alone. The Allottee 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 CHALA, in the Sub-District Vapi, District-
Valsad bearing

<u>New Block/Survey No.</u>	<u>Survey No.</u>	<u>H. = Aare</u>
1715	271 / 27 3 / Plot No. 37	0=03=92
1718	271 / 27 3 / Plot No. 54	<u>0=05=98</u>
		0=09=90

SCHEDULE - B :-

(Description Of Flat)

Flat No. ____ on ____ Floor having Carpet Area
admeasuring-____ Sq. Feet (i.e. ____ Sq. Mtrs.) in "A/B"
building of " SHREE MANGAL MURTY APARTMENT "
built upon the land referred to the SCHEDULE-A; hereabove
written with undivided imptiable ____ Sq. Mtrs. Share in the
land. And the said 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 Promoter hereby agrees to allot Balconies having Carpet
Area admeasuring-____ Sq. Fts. (i.e. ____ Sq. Mtrs.)
forming part of Flat to the Allotee.

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

(Description Of Common Area)

pro rata share in the common areas ("Common Areas") as
defined under clause (n) of Section 2 of the Act (i.e. Common
Passage, Staircase, Overhead water tank, Terrace, Lift Duct,
Cabin etc. admeasuring- ____ Sq. Fts. (i.e. ____ Sq.
Mtrs.).

SCHEDULE - C :-

(Payment Plan)

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

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

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

Amount of Rs. _____/- (Rupees _____ Only) (
not exceeding 70% of the total consideration) to be paid to the
Promoter on completion of the slabs including podiums and stilts of
the building or wing in which the said Apartment is located.

Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 75% of the total consideration) to be paid to the
Promoter on completion of the walls, internal plaster, floorings, doors
and windows of the said Apartment.

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

Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 85% of the total consideration) to be paid to the
Promoter on completion of the external plumbing and external plaster,
elevation, terraces with waterproofing, of the building or wing in
which the said Apartment is located.

Amount of Rs. _____/- (Rupees _____ Only)
(not exceeding 95% of the total consideration) to be paid to the
Promoter 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 Allottee on or after receipt of occupancy certificate or completion certificate.

SCHEDULE - D :-

Specifications of Amenities in the Flat

Internal Specifications

- **Flooring** : Vitrified tiles.
- **Doors** :
 - Main Door** : Salwood Frame-Decorative lminated door.
 - Internal Door** : Salwood Frame with flush door.
 - Toilet-Bathroom** : FRP Doors.
- **Windows** : Alluminium Sliding windows with Mosquito Net & Marble Seal..
- **Kitchen** : Mirror polished granite platform with glazed tiles with full dado with S.S. Sink.
- **Toilet** : Premium quality tiles flooring and dado up to lintel level branded sanitary ware fittings.
- **Electrification** : Single phase concealed wiring with selected Points.
- **Plumbing** : Inside concealed plumbing of premium quality, I.S.I. mark C.P.V.C./U.P.V.C. pipe fitting.
- **Balcony Railing** : 3 ' top, M/S Railing.

Building Specifications

- **Structure** : R.C.C. frame structure.

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