

HAASHIL / RERA AGREEMENT FLAT

:-: AGREEMENT FOR SALE WITHOUT POSSESSION :-:

THIS AGREEMENT FOR SALE WITHOUT POSSESSION is made at UMBERGAM, Taluka-Umbergam, District-Valsad on ____ th day of _____ of the Christian year Two Thousand Seventeen (__ / ____ /2017).

B E T W E E N

M/s. FORTUNE ENTERPRISE a partnership firm consisting present partners:-

(1) SHRI BHARAT RASHIKIAL TANNA.

aged about 54 years, occupation-business,

(2) SIIRI BHAVESH BIUPATRAI SHAH.

aged about 38 years, occupation-business,

trading at-Umbergam Town, Taluka-Umbergam, District-Valsad, and out of then No. 1 is Power Of Attorney Holder of No. 2, 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 "Alottee" (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 Gamtal land bearing ..

City Survey No.	Area Sq. Mtrs.
653	2,351.19.75

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

A. That, Originally Shri Maneksha Darabsha Davierwala was the owner and possessor of the land bearing City Survey No. 653, admeasuring- 2,080.29.14 Sq. Mtrs. Situated at Village-Umbergam, Taluka-Umbergam, District-Valsad.

That, Shri Maneksha Darabsha Davierwala gifted the said property to his son Shri Rohington Maneksha Davierwala by a registered Gift Deed dated-25/07/1966. And the said Gift Deed is registered in the Office of Sub-Registrar Pardi at Serial No. 283, dated- 27/05/1966. And by virtue of the said Gift Deed Mutation Entry effected in City Survey records on 18/11/1966.

That, Shri Rohington Maneksha Davierwala died intestated on 10/08/2008 leaving behind him his widow Bepsi Rohington Davierwala and One Son namely Shri Ardisar Rohington Davierwala and Two Daughters namely (1) Khusnam Rohington Davierwala & (2) Parichaher Rohington Davierwala as the legal heirs entitled to the land belongst to the deceased. And the names of the said heirs have been entered in City Survey Records by Mutation Entry dated-16/06/2009.

That, Fortune Interprise a partnership firm consisting (1) Shri Bharat Rasiklal Tanna & (2) Shri Bhavesh Bhupatrai Shah as a partners have purchased the said land from (1) Bepsi Rohington Davierwala (2) Shri Ardisar Rohington Davierwala (3) Khusnam Rohington

Davierwala & (4) Parichaher Rohington Davierwala by a registered Sale Deed dated-21/08/2009. And the said Sale Deed is registered in the Office of Sub-Registrar Pardi at Serial No. 6128, dated-21/08/2009. And by virtue of the said Sale Deed Mutation Entry effected in City Survey records on 07/09/2009.

C. That, Originally Shri Vitthal Bhagwan Machhi was the owner and possessor of the land bearing City Survey No. 657, admeasuring- 270.90.61 Sq. Mtrs. Situated at Village-Umbergam, Taluka-Umbergam. District-Valsad.

That, Shri Vitthal Pursottam Machhi had purchased the said land from Shri Vitthal Bhagwan Machhi on 16/06/1956. And by virtue of the said Sale Deed Mutation Entry effected in City Survey records on 16/06/1956.

That, Fortune Enterprise a partnership firm consisting (1) Shri Bharat Rasiklal Tanna & (2) Shri Bhavesh Bhupatrai Shah as a partners have purchased the said land from Shri Vitthal Pursottam Machhi by a registered Sale Deed dated-21/05/2010. And the said Sale Deed is registered in the Office of Sub-Registrar Pardi at Serial No. 5242, dated-21/05/2010. And by virtue of the said Sale Deed Mutation Entry effected in City Survey records on 07/06/2010.

D. That, Fortune Enterprise a partnership firm made an application before City Survey Supritendent for amalgamation of the land bearing City Survey No. 653 & 657. And City Survey Supritendent passed an order for amalgamation on 06/08/2010. And by virtue of the said order Mutation Entry effected in City Survey records on 06/08/2010. And after amalgamation the said land is known as City Survey No. 653, admeasuring-2,351.19.75 Sq. Mtrs..

H. AND WHEREAS The Promoter prepared construction plan and made an application before Municipality Umbergam. And Municipality Umbergam gave construction permission vide its Permission No.04, Bandhkarn / 1st Comitée / Umbergam / o.w. No. regl. / 350, dated- 09/04/2015.

F. AND WHEREAS The Promoter has constructed Basement for parking and Shops & Parking on Ground Floor and Shops & Community Hall on First Floor and Flats on Second Floor to Tenth Floor on the said Land and the said complex to be constructed on the said Land shall be known as " **FORTUNE PLUS** " .

G. AND WHEREAS The Promoter is constructing a building known as "**FORTUNE PLUS** " on a portion of the said Land and more particularly described in Shedule A.

II. AND WHEREAS the Title Report of the said Land is issued by Advocate Shri Hlesh II. Shah-Advocate, Pardi.

I. 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.

J. The Allottee had applied for an apartment in the Project and has been allotted Flat No. _____ on _____ Floor having Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.) as per RERA in " **FORTUNE PLUS** " 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.

K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

L. 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;

M. 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;

N. 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 /

Commercial 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 H 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 Flats :-

Flat No. _____ on _____ Floor having Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.) as per RERA in

"FORTUNE PLUS ".

4. The Promoter hereby agrees to allot Balconies having Carpet Area admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.) forming part of Flat No. _____ of apartment to the Allottee.

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>
Rs.			
Rs.			
Rs.			
Rs.			
Rs.			
Rs.			
Rs.			

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. 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.

10. 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.

11. Subject to Clause 21 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 other Allottees for convey/lease undivided proportionate title in the common areas to the association.

12. 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 " Niyati Associates " payable at Umbergam.

13. 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.

14. 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")**.

15. 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 31/12/2018, 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

16. 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.

17. Upon receiving a written intimation from the Promoter as per clause 16, 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 16, such Allottee shall continue to be liable to pay maintenance charges as applicable.

18. 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.

19. 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.

(xiii) The Promoter and his transferee and assignees have right to use the internal road on Southern Side for ingress & egress or the property bearing City Survey No. 658, 650 paikie & 654 paikie.

20. 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.

21. 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.

22. 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.

23. 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).

24. 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.

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 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.

26. 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.

27. 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.

28. The service areas, if any, as located within the **Aastha Avenue**, 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 service 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.

29. Subject to Clause 16 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 tenable 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.

30. 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.

31. 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.
32. 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.
33. 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.

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

35. 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.

36. 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.

27. 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/Shop bears to the total carpet area of all the Flats/shops in the Project.
39. 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.
40. 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 Umbergam.
41. 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. Fortune Enterprise.
- Address : UMBERGAM, Taluka-Umbergam, District-Valsad.
- (b) Allottee:
- 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 be considered as properly served on all the Allottees.

42. 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.

43. 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 the same shall be settled through the adjudicating officer appointed under the Act.

: THE FIRST SCHEDULE ABOVE REFERRED TO :

SCHEDULE - A :-

(Description Of the Land)

ALL THAT piece or parcels of land or ground lying and being at **UMBERGAM** within Municipality limits, in the Sub-District Umbergam, District-Valsad bearing City Survey No. 653, measuring-2,080.19.75 Sq. Mtrs.. And the said land is bounded as follows :-

On or towards East : Road.

On or towards West : Road and land bearing City Survey No. 651.

On or towards North : Land bearing City Survey No. 650, 654, 655 &

On or towards South : Land bearing City Survey No. 658.

SCHEDULE - B :-

(Description Of Flat)

Flat No. ____ on ____ Floor having Carpet Area
admeasuring-____ Sq. Feet (i.e. ____ Sq. Mtrs.) in
building of " FORTUNE PLUS " built upon the land referred to
the SCHEDULE-A; hereabove written with undivided
impartible ____ Sq. Mtrs. Share in the land. And the said Flat
are 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.).

SCHEDULE - C :-

(Payment Plan)

10%	Booking Amount
20%	After Execution of Agreement
15%	On Completion of Plinth
25%	2.5 % On Completion of each Slab after first Slab.
05%	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows
05%	On Completion of Sanitary Fittings, Staircases, Lift wells, Lobbies
05%	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing,
10%	On Completion of Lifts, Water Pumps, Electrical Fittings,

