

FORTUNE PLUS-2 / SALE DEED- FLAT

(RERA REGN. NO. _____)

- : SALE DEED : -

THIS INDENTURE OF SALE DEED is made and entered at UMBERGAON on this ____ th day of _____ in the Christian Year Two Thousand Nineteen (__/__/2019).

B E T W E E N

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

(1) SHRI BHARAT RASHIKLAL TANNA.

aged about 56 years, occupation-business,

(2) SHRI BHAVESH BHUPATRAI SHAH.

aged about 40 years, occupation-business,

trading at-Umbergaon Town, Taluka-Umbergaon, District-Valsad, and out of then No. 1 is Power Of Attorney Holder of No. 2, hereinafter called as " **THE VENDORS** " or " **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.**

(PAN NO. AACFF 1627 J)

A N D

(1) SHRI _____

aged about ____ years, occupation-_____,

(PAN NO.

(2) SHRI _____

aged about ____ years, occupation-_____,

(PAN NO.

both are residing at-_____

hereinafter referred to as "**THE PURCHASER** " or " **ALLOTEE**" (which

expression shall be deemed to include heirs or heir, successors, legal representatives, executors, administrators and assigns wherever the context or meaning shall so require or permit) of **THE SECOND PART.**

WHEREAS the Promoter is seized & possessed of Gamtal land bearing

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City Survey No.	Area <u>Sq. Mtrs.</u>
658	1,187.30.46

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

That, Originally Shri Vallabhadas Jivanram Vasani was the owner and possessor of the land bearing City Survey No. 658, admeasuring-1,187.30.46 Sq. Mtrs. Situated at Village-Umbergam, Taluka-Umbergam, District-Valsad.

AND WHEREAS Collector Thane passed an Order for Non-Agricultural use vide its No. L.N.D.S.R. 6592, dated-23/01/1941. And by virtue of the said order Mutation Entry No. 5, dated-06/06/1953 effected in revenue record.

AND WHEREAS Shri Vallabhadas Jivanram Vasani had partitioned his property alongwith the land bearing City Survey No. 658 alongwith the House built upon the said land amongst with his Sons namely (1) Shri Navnitlal Vallabhadas Vasani (2) Shri Natvarlal Vallabhadas Vasani (3) Shri Chimanlal Vallabhadas Vasani (4) Shri Jayantkumar Vallabhadas Vasani & (5) Shri Kishorchandra Vallabhadas Vasani. And by virtue of the said partition the Ground Floor on Northern Side of the said House fallen in the share of Shri Vallabhadas Jivanram Vasani. And Ground Floor on Souhern Side of the said House fallen in the share of Shri Kishorchandra Vallabhadas Jivanram Vasani. And First Floor on Northern Side of the said House fallen in the share of Shri Chimanlal Vallabhadas Vasani. And First Floor on Southern Side of the said House fallen in the share of Shri Jayantkumar Vallabhadas Vasani. And for which Partition Deed was executed by and between them on 20/11/1965. And

the Partition Deed is registered in the Office Of Sub-Registrar Umbergaon in Book No. 1 at -59- Volume on Page No. 380 to 386 on Serial No. 423 on 20/11/1965. And by virtue of the said Partition Deed Mutation Entry No. 214, dated-01/09/1985 effected in revenue records.

AND WHEREAS Shri Chimanlal Vallabhdas Vasani and Shri Vallabhdas Jivanram Vasani had exchanged their property by an Exchange Deed dated-23/02/1968. And by virtue of the Exchange Deed First Floor on Northern Side of the said House of Shri Chimanlal Vallabhdas Vasani given to Shri Vallabhdas Jivanram Vasani. And Ground Floor on Northern Side of the said House of Shri Vallabhdas Jivanram Vasani given to Shri Chimanlal Vallabhdas Vasani. And the said Exchange Deed is registered in the Office Of Sub-Registrar Umbergaon at Serial No. 114 on 23/02/1968. And by virtue of the said Partition Deed Mutation Entry No. 15, dated-28/04/1968 effected in revenue records.

AND WHEREAS Shri Jayantkumar Vallabhdas Vasani made and application before City Survey Supritendent on 06/07/1985 and made a statement before City Survey Supritendent. And by virtue of the said application and statement Ground Floor on the Northen Side of the house was given to Shri Chimanlal Vallabhdas Vasani & Smt. Harshaben Chimanlal Vasani and Southern Side of the house was given to Shri Kishorchandra Vallabhdas Vasani and Smt. Hansaben Kishorchandra Vasani and First Floor of the House was given to (1) Shri Jayantkumar Vallabhdas Vasani (2) Prabhavati Vallabhdas Vasani & (3) Smt. Jyotiben Jayantkumar Vasani. And for which Mutation Entry No. 215, dated-01/09/1985 effected in revenue records.

AND WHEREAS Smt. Harshaben Chimanlal Vasani died intestated leaving behind her (1) Shri Ajay Chimanlal Vasani (2) Shri Pankaj Chimanlal Vasani & (3) Darshna Chimanlal Vasani w/o Rahul Bhavsar as a legal heirs entitled to the property belongst to the deceased. And the names of the said heirs have been entered in City Survey record by Mutation Entry No. 261, dated-07/12/2010.

AND WHEREAS Prabhavati Vallabhdas Vasani died intestated leaving behind her (1) Shri Chimanlal Vallabhdas Vasani (2) Kumud Vallabhdas Vasani (3) Jyotiben Jayantkumar Vasani (4) Shri Pranav Jayantkumar Vasani (5) Hemal Jayantkumar Vasani (5) Hansaben Kishrchndra Vasani (6) Shri Sandip Kishorchandra Vaani & (8) Shri Amit Kishorchandra Vasani as a legal heirs entitled to the property belongst to the deceased. And the names of the said heirs have been entered in City Survey record by Mutation Entry No. 262, dated-07/12/2010.

AND WHEREAS Shri Jayankumar Vallabhdas Vasani died intestated leaving behind him (1) Jyotiben Jayantkumar Vasani (2) Shri Pranav Jayantkumar Vasani & (3) Hemal Jayantkumar Vasani as a legal heirs entitled to the property belongst to the deceased. And the names of the said heirs have been entered in City Survey record by Mutation Entry No. 263, dated-07/12/2010.

AND WHEREAS M/s. Fortune Enterprise a partnership firm had purchased undivided 5/16 th share from (1) Jyotiben Jayantkumar Vasani (2) Shri Pranav Jayantkumar Vasani & (3) Hemal Jayantkumar Vasani by a registered Sale Deed dated-26/03/2011 and the said Sale Deed is registered in the Office Of Sub-Registrar Umbergaon in Book No. 1 at Serial No. 666 on 28/03/2011. And by virtue of the Sale Deed Mutation Entry No. 279, dated-11/04/2011 effected in revenue records.

AND WHEREAS M/s. Fortune Enterprise a partnership firm had purchased undivided 5/16 th share from (1) Shri Chimanlal Vallabhdas Vasani (2) Shri Ajay Chimanlal Vasani & (3) Darshana Chimanlal Vasani d/o Rahulbhai Bhavsar by a registered Sale Deed dated-26/03/2011 and the said Sale Deed is registered in the Office Of Sub-Registrar Umbergaon in Book No. 1 at Serial No. 665 on 28/03/2011. And by virtue of the Sale Deed Mutation Entry No. 280, dated-11/04/2011 effected in revenue records.

AND WHEREAS Shri Sachin Champaklal Contractor (Machchi) had purchased undivided share admeasuring-74.30 Sq, Mtrs. from Kumudben Vallabhdas Vasani by a registered Sale Deed dated-02/06/2011 and the said Sale Deed is registered in the Office Of Sub-Registrar Umbergaon in Book No. 1 at Serial No. 1005 on 10/06/2011. And by virtue of the Sale Deed Mutation Entry No. 292, dated-07/07/2011 effected in revenue records.

AND WHEREAS Shri Sachin Champaklal Contractor (Machchi) had purchased undivided share admeasuring-151.02 Sq, Mtrs. from (1) Hansaben Kishorchandra Vasani (2) Shri Sandip Kishorchandra Vasani & (3) Shri Amit Kishorchandra Vasani by a registered Sale Deed dated-26/12/2011 and the said Sale Deed is registered in the Office Of Sub-Registrar Umbergaon in Book No. 1 at Serial No. 2522 on 26/12/2011. And by virtue of the Sale Deed Mutation Entry No. 322, dated-08/05/2012 effected in revenue records.

AND WHEREAS M/s. Fortune Enterprise a partneship firm had purchased undivided 3/8 th share admeasuring-445.24 Sq, Mtrs. from Shri Sachin Champaklal Contractor (Machchi) by a registered Sale Deed dated-27/08/2013 and the said Sale Deed is registered in the Office Of Sub-Registrar Umbergaon in Book No. 1 at Serial No. 2196 on 27/08/2013. And by virtue of the Sale Deed Mutation Entry No. 380, dated-05/10/2013 effected in revenue records.

AND WHEREAS The Promoter prepared construction plan and made an application before Municipality Umbergaon. And Municipality Umbergaon gave construction permission vide its Permission No. Bandhkam / TP Comitee / Umbergaon / o.w. No. regi. -198, dated-15/02/2019.

AND WHEREAS The Promoter has constructed Shops & Parking on Ground Floor and Shops & Flatson 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 + II** " .

AND WHEREAS The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

AND WHEREAS The Purchaser has 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 is 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.

AND WHEREAS The Purchaser has agreed to purchase and The Vendor has agreed to sell one Shop / Flat for commercial / Residential purposes on ownership basis a **Shop / Flat No.** _____ on _____ **Floor** having as per **RERA Carpet Area admeasuring-**_____ **Sq. Fts. (i.e. _____ Sq. Mtrs.** in " **FORTUNE + II** " 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** and hereinafter referred to as " The Said Shop/Flat ", more particularly described in SCHEDULE-B hereunder written, with full knowledge, notice and understanding for a lump sum consideration of Rs. _____/= (Rupees _____ Only) being the full and final purchase price.

AND WHEREAS Agreement For Sale was executed by and between The Venodr and The Purchaser on _____. And the said Agreement For Sale is registered in the Office Of Sub-Registrar Umbergaon at Serial No. _____ on _____.

And THE PURCHASER has paid and THE VENDOR has received the said full purchase price and the consideration against "The Said Shop/Flat " as under:-

_____ Amount	_____ Date	_____ Cheque No.	_____ Bank's Name
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Rs.

Rs.

Rs.

Rs.

Rs.

THE VENDOR doth hereby admit and acknowledge the receipt of full payment and THE VENDOR hereby convey, transfer and assign the **said Shop/Flat**, along with proportionate undivided impartible share in the portion of " The Said Land " to THE PURCHASER on ownership basis on the terms and conditions contained in this presence.

NOW THIS DEED WITNESSETH 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 Deed and this Deed shall be read accordingly.
2. Subject to the premises and covenants contained herein to be observed by the parties here to, THE VENDOR doth hereby grants, conveys, transfers, assigns and assures unto THE THE PURCHASERS the **Shop/Flat No. _____ on _____ Floor** having as per **RERA Carpet Area admeasuring-_____ Sq. Fts. (i.e. _____ Sq. Mtrs.)** in "**FORTUNE + II**" building to be built upon a portion of " The Said Land ", referred to in SCHEDULE-A, along with proportionate undivided impartible share in the portion of "The Said Land ", along with all its freehold ownership and possessory rights, together with proportionate interest and rights in the common services, areas and facilities provided therein. TO HAVE AND TO HOLD and enjoy " The Said Shop/Flat " hereby conveyed unto THE PURCHASER absolutely and forever free from encumbrances.
3. The Vendor hereby covenants that this Deed is executed in its entirety and the Vendor has received the entire Sale Consideration of "The Said Shop/Flat " amounting to **Rs. _____/= (Rupees**

_____ **Only)** as mentioned herein above.

4. Simultaneously with the execution of these presents, The Vendor has handed over to the Purchaser/s the vacant and peaceful physical possession of “The Said Shop/Flat” and the Purchaser/s acknowledges having taken over the vacant, physical and peaceful possession of “The Said Shop/Flat” to the Purchaser/s’ entire satisfaction and the Purchaser/s has been left with no claim whatsoever against the Vendor with regard to any defects or deficiency in “The Said Shop/Flat”, the amenities and fixtures and fittings provided therein and/or the title and interest of the Vendor in the said Property and the said Complex.
5. The Residential occupiers of the said project shall be entitled to use the said amenities which is provide by the Vendor with other occupiers more particularly described in Schedule-C hereunder written. It is further agreed by and between the parties that after completion of the project the occupire of the project with THE VENDOR will register the Society / Assoiation / Company for the maintanance of the Project / Apartment.
6. THE PURCHASER hereby declares that the lay-out of the said property, sanctioned plans, designs and plans may require amendments from time to time and that the scheme of development proposed in respect of the said Projects to be carried out by the Vendor on the said Property may be carried on over a period of time. And the Vendor in it’s sole discretion, is entitled to make and implement such amendments and The Purchaser/s shall not raise any objection to the same and the purchaser/s hereby agree/s, give/s irrevocable consent for the same.
7. The Purchaser/s shall be liable and hereby expressly agrees to bear and pay all applicable present and future assessment charges, maintenance charges, outgoings, existing and future taxes, and/or other associated taxes/charges and/or levies payable, if any, whether payable in the first

instance, or levied from time to time or otherwise and all increases therein which are/may be levied or imposed by the Vendor and/or concerned local authorities and/or Government and/or public bodies or authorities with respect to “The Said Shop/Flat ” and/or the said Residential/Commercial Building and/or the said Complex, till such time as may be determined by the Vendor.

8. All the expenses and charges for the provision, operation and maintenance of the common access roads, passages, electricity and telephone cables, underground pumps, water lines, gas pipelines, drainage lines, sewerage lines and other common amenities and conveniences, provided if any, in the said Complex and/or the said Land, shall be common and the Purchaser/s along with other purchaser of premises in the said Complex shall share such expenses and charges in respect thereof as also maintenance charges proportionately, as the case may be, as decided by the Vendor at its absolute discretion. Such proportionate amounts shall be payable by each of the purchaser of the premises in the said Complex including the Purchaser/s herein and such proportion shall be determined by the Vendor and the Purchaser/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.
9. So long as each of the Flats / Shops in the said Residential/Commercial Building are not separately assessed for municipal taxes and water taxes, the Purchaser/s shall pay to the Vendor or to the said Society a proportionate share of the municipal taxes and water taxes assessed on the whole of the said Residential / Commercial Building and/or the said Property, as the case may be. Such proportion shall be determined by the Vendor on the basis of the area of each of the Shops/Flats in the said Residential / Commercial Building.
10. THE VENDOR hereby consents that THE PURCHASER shall be entitled to get their names entered in the Govt. Records and Municipality records for the Shop/Flat by producing these presents.

And THE VENDOR do hereby agrees to give their statements and signatures whenever and wherever necessary to transfer “The Said Shop/Flat” in the name of THE PURCHASER if necessary.

11. It is further agreed, confirmed and covenanted between the Parties hereto that the Purchaser/s shall not change the user of “The Said Shop/Flat” and/or make any structural alterations and/or construct any additional structures whether temporary or permanent, on the said Property and shall not cover or construct anything on the open spaces and/or parking spaces, including terraces and balconies, without the prior written permission of the Vendor and/or the said Society in that behalf.
12. The Purchaser/s, for himself/ herself/ themselves and with an intention to bind all persons into whose hands “The Said Shop/Flat” may hereinafter come, hereby covenant with the Vendor that they shall :
 - a) maintain “The Said Shop/Flat” at his/ her/ their/ its own cost and keep it in good, tenantable/ repairable condition from today and shall not do or suffer to be done anything in or to the said Residential / Commercial Building in which “The Said Shop/Flat” is situate including the lifts, staircases, common passages, landings, lobbies and other common areas and amenities therein which would damage or diminish them in value or adversely effect or interfere with the use and enjoyment of the same by the Purchaser/s or others which may be against the rules, regulations and bye-laws of concerned local or public bodies or any other authorities, as the case may be or change, alter or make additions or alterations structural or otherwise, in or to the said building and to “The Said Shop/Flat” or any part thereof, in any manner whatsoever, including the passages.
 - b) not store in “The Said Shop/Flat” any goods which are hazardous, combustible or dangerous in nature or are so heavy

as to damage the construction or structure of the said Residential/Commercial Building and/or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages on the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Residential / Commercial Building, including entrances to said Residential / Commercial Building, and in case any damage is caused to the said Residential / Commercial Building on account of negligence or default of the Purchaser/s or his employees, agents, servants, guests, or invitees, the Purchaser/s shall be liable and responsible for the consequences thereof;

- c) carry out, at his/ her/ their/ its own cost, all internal repairs of “The Said Shop/Flat” and maintain “The Said Shop/Flat” in the same condition, state and order in which it was delivered by the Vendor to the Purchaser/s and shall not do or suffer to be done anything in or to the said Residential/Commercial Building and/or to the said Property which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of this provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) not demolish or cause to be demolished “The Said Shop/Flat” or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to “The Said Shop/Flat” or any part thereof, nor any alteration in which the elevation, walls, sections, details and / or outside colour scheme of the said Residential / Commercial Building;

- e) keep the partitions, sewers, drains, pipes in “The Said Shop/Flat” and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the said Residential / Commercial Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members of “The Said Shop/Flat” without the prior written permission of the Vendor and/or the said Society and/or the concerned local authorities and/or any other public bodies;
- f) not do or permit to be done any act or thing which may render void or voidable any insurance of the said Residential / Commercial Building or any part thereof or whereby any increase in the premium shall become payable in respect of such insurance
- g) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from “The Said Shop/Flat” into the compound or any portion of the said Residential / Commercial Building and/or the said Property and shall not cause any nuisance, inconvenience, hindrance or disturbance to the other flat owners in the said building and the said Complex;
- h) bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or Government and/or other public authority, on account of change of user of “The Said Shop/Flat” by the Purchaser(s);
- i) not let, sublet, transfer, assign, give on leave and license basis or part with his / her/ their/ its interest in or benefit under this Deed or part with the possession of “The Said Shop/ Flat” until all the dues payable by the Purchaser/s to the Vendor or the said

Society, upon formation thereof, are fully paid up and until the Purchaser/s have intimated in writing to the Vendor or the said Society of their intention to do so;

- j) observe and perform all the rules and regulations which the said Society may adopt at its inception and any additions, alterations or amendments thereof that, may be made from time to time for protection and maintenance of the said Residential / Commercial Building and “The Said Shop/Flat” and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies;
- k) observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of “The Said Shop/Flat” and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Deed;
- l) the open spaces and common entrances, common passages, lobbies, staircases, and lifts in the said Residential / Commercial Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage or parking purpose or anything else. The Purchaser/s shall not use or permit the use of any part of the Property for any purpose and shall not use or permit the use of common passages, lobbies and staircases in the said building for storage or for use by servants at any time;
- m) THE VENDOR has provided Lift in the said building for Residential users.

- n) the Purchaser/s shall not, at any time, do any work in “The Said Shop/Flat” which would jeopardize the soundness or safety of the said building or prejudicially affect the same;
 - o) THE PURCHASER shall permit the vendor / Committee / the Society and their surveyors and agents with or without workmen and others at all reasonable time to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting, and keeping in order and good condition all service drains, pipes, cables, water courses, gutters, wires, partly structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying maintaining, repairing, renewing, and testing drainage and water pipes and electric and telephone wire and for similar purpose.
13. The Purchaser/s shall, from time to time, sign all such applications, papers and documents and do all such acts, deeds matters and things as the Vendor or the said Society may require for safeguarding the interest of the Vendor and/or the Purchaser/s and/or the other purchaser of Shop/Flat in said Residential / Commercial Building.
14. THE PURCHASER shall maintain the front elevation and the side and rear elevation of the said building and colour scheme in the same form and shall not any time alter the said elevation in any manner whatsoever the nature of “The Said Shop/Flat” or any part thereof.
15. THE PURCHASER shall not be entitled to claim partition of their share in “The Said Land” and the same shall always remain impartible.
16. THE PURCHASER will not be entitled to get direct connections such as water pipe lines, electricity lines, Gas Lines, Cable Line, Dish TV/ Antenna etc. without the previous permission in writing from THE

VENDOR/ Said Society.

17. THE PURCHASER will become member of Society or Flat Owners Association which will be formed after the building/ the Said Complex is ready for occupation. And THE PURCHASER will pay proportionate charges for the registration / forming of the said Society/Association. And THE PURCHASER will become a Member of the said Society/ Association and will abide all rules and regulation of the said Society.
18. THE VENDOR has handed over all the relevant papers pertaining to the title of the property and Construction Permission, Lay-Out Plan, Floor Plan of the Shop/Flat purchased by the Purchaser, Land Title Report to THE PURCHASER. And THE PURCHASER had accepted the said documnets/papers from THE VENDOR.
19. The Promoter and his transferee and assignee have right to use the internal road on Southern Side for ingress & egress of the property bearing City Survey No. 653.
20. 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.
21. That, all the development work and construction of the common areas and facilities of the said project has been completed and is ready for use. The nature, extent and description of the common areas and

facilities of said projects are particularly described in Annexure C, annexed hereunder. That all the common area and common facilities along with the Administration and handed over to the Co-Operative Housing Service Society Ltd. as per Section 17 of the Real Estate (Regulation and Development) Act, 2016. That, after execution and registration of this Sale Deed in favour of unit Purchaser, the Unit Purchasers are made members in the Service Society.

22. **Any dispute between the parties shall be settled amicably. In case of failure to settled the dispute amicably, 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.**
23. **If any provision of this Agreement shall be determined to be void or enforceable under this Act of 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 confirm to Act or 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.**
24. **The promoter shall not have any claim over FSI, additional FSI and terrace rights after BU permission has been obationed.**
25. All stamp duty and registration charges payable for the execution and registration of this Deed shall be borne and paid by the Purchaser/s alone. The Purchaser/s 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.

26. This Deed shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Gujarat only.

- :: SCHEDULE :: -

SCHEDULE - A :-

(Description Of the Land)

ALL THAT piece or parcels of land or ground lying and being at **UMBERGAON** within Municipality limits, in the Sub-District Umbergaon, District-Valsad bearing City Survey No. 658, admeasuring-1,187.30.46 Sq. Mtrs.. And the said land is bounded as follows :-

On or towards East : Road.

On or towards West :

On or towards North : Land bearing City Survey No. 653.

On or towards South :

SCHEDULE - B :-

(Description Of Flat)

Flat No. ____ on ____ Floor having Carpet Area admeasuring-_____ Sq. Feet (i.e. _____ Sq. Mtrs.) in building of " **FORTUNE + II** " built upon the land referred to the SCHEDULE-A; hereabove written with undivided impatiable _____ 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 Allottee.

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

O R

(Description Of Shop)

Shop No. _____ on _____ Floor having Carpet Area admeasuring-_____ Sq. Feet (i.e. _____ Sq. Mtrs.) in building of " FORTUNE + II " built upon the land referred to the SCHEDULE-A; hereabove written with undivided impatiabale _____ Sq. Mtrs. Share in the land. And the said Shop 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 Common Area)

undivided impartiabale area in Common Passage, Staircase, Overhead water tank, Terrace, Lift Duct etc. admeasuring- _____ Sq. Fts. (i.e. _____ Sq. Mtrs.).

SCHEDULE - C :-

Specifications of Amenities in the Flat

Internal Specifications

- **Flooring** : 2 ' x 2 ' Vitrified tiles in all rooms, China Mosaic on terrace.
- **Doors** : Decorative entrance door & all other doors with frame flush doors.
- **Windows** : Alluminium Sliding windows with Seal.
- **Kitchen** : Mirror polished granite platform with glazed tiles dado above 2' from kithcen platform with S.S. Sink.
- **Toilet** : Premium quality tiles flooring and dado up to lintel level branded sanitary ware fittings.
- **Electrification** : Single phase wiring with selected Points.
- **Plumbing** : Inside concealed plumbing of premium quality, I.S.I. mark.

Specifications of Amenities in the Shop

Internal Specifications

- **Flooring** : 2 ' x 2 ' Vitrified tiles in all rooms, China Mosaic on terrace.
- **Shutters** : G.I. Shutters.
- **Electrification** : Single phase wiring with selected Points.

Building Specifications

- **Structure** : R.C.C. frame structure.
- **Plaster** : Internal Mala plaster with white cement base lapi finish & external double coated sand phase plaster.
- **External Wall Finish** : Acrylic paint.
- **Elevator** : Two Manual elevators having capacity 300-320 Kg. each.
- **Passage Flooring** : 2 ' x 2 ' vitrified tiles.
- **Passage Wall Finish** : Chuna Plaster.

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

SIGNED & DELIVERED by)
THE VENDOR in the presence)
of)
) _____
1. _____) (**Shri Bharat Rasiklal Tanna for self**
) **and as a Power Of Attorney Holder**
) **of Shri Bhavesh Bhupatrai Shah**
2. _____) **Partners Of Fortune ENTERPRISE)**