

registration as and when intimate by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified with 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.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedule, constitutes the entire Agreement between the Parties with the respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements, where written or oral, if any between the Parties in regard to the said Apartment/Plot/Building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTERS

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

24. WAIVER NOT ALIMITATION TO ENFORCE:

24.1 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 (Annexure-C) including waiving the payments 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.

24.2 Failure on the part of the parties 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.

25. SEVERABILITY:

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Proprietor