

AGREEMENT TO SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____day of
....., 2021 BETWEEN

The Modern Flats Co-operative Housing Society Ltd., (Reg. No.GH-4577 dated 25.09.1971), having address at : Modern Flats, Nr. N.I.D., P.T. Thakkar College Road, Paldi, Ahmedabad **PAN No.** _____ through its Chairman Shaikh Mohammadfaruk Ismailbhai, Age about 68 years, Occupation : Retired, Muslim by Religion, having address at: Flat no. A-8, Modern Flats, Nr. NID, Paldi, Ahmedabad. **PAN No. ALXPS 5357 E, Aadhar No.7883 2479 2872** and Secretary Rashid Aziz Pariyani, Age about 56 years, Occupation : Business, Muslim by Religion, having address at: Flat no. B-1/3, Modern Flats, Nr. NID, Paldi, Ahmedabad. **PAN No. ACJPP 1230 G, Aadhar No.3143 8891 7411** hereinafter referred to as "THE OWNER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said party, his heirs, executors, successors and administrators) of the ONE PART.

AND

(NAME) Adult, Occupation PAN No..... and having address at

Hereinafter referred to as "THE ALLOTTEE" (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s

for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the OTHER PART.

AND

M/s. Fortune Buildcon, **PAN No. AAGFF 7527 F** a partnership firm, having address at : Shop No.6, GFA, 16, 1A,1, Tirmizi Heights, Opp. Bombay Housing Colony, Nr. Kirtikunj Society, Shahalam Tolnaka, Ahmedabad-380028 through its Authorised Partner Moizuddin Burhanuddin Chisti, **PAN No. AGBPC 5598 C, Aadhar No. 4445 0751 3117** of the THIRD PART and / or the PROMOTER

WHEREAS, The Modern Flats Co-operative Housing Society Ltd. is the owner and occupier of an immovable property being non-agriculture land bearing Revenue Survey No.311, T.P.S. No.6, F.P. No.10 paiki (Sub Plot No.1/B-3 of Final Plot No.10) admeasuring 5214 Sq.Yrds. of Mouje Paldi, Taluka Sabarmati, District Ahmedabad, hereinafter for the sake of brevity called as "The said project Land" more particularly described in the FIRST SCHEDULE hereunder written.

N.A. permission has duly been obtained from the Collector, Ahmedabad and plans for construction are duly approved by Ahmedabad Municipal Corporation as per Case No.BHNTS/WZ/10920/C/GDCRV/A3832/RO/M1, Case No.BHNTS/WZ/10920/C/GDCRV/A3833/RO/M1 and

BHNTS/WZ/10920/C/GDCRV/A3834/RO/M1 on dtd.4-11-2020 in all for 132 residential flats.

A scheme named and styled as '**Modern Flats**' is to be constructed on the said land by the promoter and/or any other agency as may be employed/engaged by the party promoter.

Said scheme of '**Modern Flats**' is comprising of 132 residential Flats and common amenities available therein.

AND WHEREAS the PROMOTER has agreed to sell constructed property being Flat No._____, Block No.____, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as '**Modern Flats**' (the said constructed property is hereinafter referred to as "the said Apartment") more particularly described in the SECOND SCHEDULE hereunder written, to the ALLOTTEE and the ALLOTTEE has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The ALLOTTEE shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other ALLOTTEES therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the THIRD SCHEDULE hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation and specifications of the Apartment agreed to be purchased by the ALLOTTEE, have been attached hereto.

AND WHEREAS the PROMOTER has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Ahmedabad under _____
Dtd. _____; a certified true copy of the said registration certificate is attached as Annexure 'A' hereto.

AND WHEREAS the carpet area of the said Flat shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Flat as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the ALLOTTEE, the PROMOTER has given inspection to the ALLOTTEE of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the PROMOTER's Architect Hiren Patel and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the ALLOTTEE is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Owner, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the PROMOTER to the said Project Land on which the said Unit is to be constructed have also been inspected by the ALLOTTEE and accordingly the ALLOTTEE is satisfied with the same in all respects.

AND WHEREAS, the PROMOTER has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the PROMOTER while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the PROMOTER shall be entitled to sell the remaining Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other ALLOTTEE/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the PROMOTER has provided separate common amenities and facilities for the ALLOTTEES of the Residential Units in the said building for their exclusive use only and more particularly described in the FOURTH SCHEDULE hereunder written.

AND WHEREAS, prior to the execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of Rs...../- (Rupees only), being part payment of sale consideration of the said Flat/Unit agreed to be sold by the PROMOTER to the ALLOTTEE, as

advance payment (the payment and receipt whereof the PROMOTER hereby admit and acknowledge) and the ALLOTTEE has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, 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 all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter;

AND WHEREAS, under Section 13 of the said Act, the PROMOTER is required to execute a written Agreement for Sale of the said Unit with the ALLOTTEE, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The PROMOTER shall construct the a scheme to be known as '**Modern Flats**' is comprising of Residential Units in Block A, B and C having Hollowplinth and Ground Floor to Eleventh Floor, Stair Cabin and Lift Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said building/Scheme as per plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

Provided that, the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which

may adversely affect the said Unit agreed to be sold to the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in any law/s.

1(a) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE the said Flat No._____, Block No.____, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as '**Modern Flats**' more particularly described in the Second Schedule hereunder written at or for the aggregate price/consideration of Rs._____-/- (Rupees _____Only) .

(ii) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE balcony/verandah 1 having area admeasuring sq. meters/sq. feet forming part of the said flat.

(iii) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE said Flat with balcony.

1(b) The total aggregate consideration amount for the Apartment agreed to be sold hereunder shall be as mentioned herein above i.e. Rs._____-/- (Rupees _____Only) plus other charges such as GST, Service Tax, Stamp Duty, Registration Fees, Allotted parking charges, maintenance deposit, maintenance charges, development charges and other amount as per the scheme to which the ALLOTTEE hereby agrees.

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

i. Amount of Rs...../-(.....) (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.

ii. Amount of Rs...../-(.....) (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.

iii. Amount of Rs...../-(.....) (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.

iv. Amount of Rs...../- (.....) (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.

v. Amount of Rs...../-(.....) (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.

vi. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, 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. viii. Balance Amount of Rs...../- (.....) 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.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter.

1(d) The total price as stated above excludes:

(i) Taxes (consisting of tax paid or payable by the PROMOTER by way of GST, Value Added Tax, Service Tax, 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 PROMOTER) up to the date of handing over the possession of the [Apartment/Plot], which shall be separately payable by the ALLOTTEE in the manner as may be decided by the PROMOTER.

(ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Flat/Unit as decided at the time of booking of the Flat/Unit.

(iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or

enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the ALLOTTEE on demand at any time.

(iv) Torrent Power Company charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(v) All and every cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation/AUDA.

(vi) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation/AUDA and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(vii) Price / Consideration of allotted parking space for car parking.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the ALLOTTEE to the PROMOTER additionally i.e over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the ALLOTTEE to the PROMOTER as and when demanded by the PROMOTER failing which, the

ALLOTTEE shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the PROMOTER. Further, in any event, such outstanding amounts with interest thereon shall be paid by the ALLOTTEE to the PROMOTER before the execution and registration of the Deed of Conveyance by the PROMOTER in favour of the ALLOTTEE.

1(e) The Purchase Price is escalation-free, save and except, 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 Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authority etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the ALLOTTEE by the PROMOTER.

1(g) The Promoter and the Allottee mutually agree that the total consideration of the said unit shall not be affected if the actual carpet area of the said Flat/Uunit is found out to be less or more upto the 3% of the carpet area of the said unit as stated in this agreement. However, if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each

other for the same by making payment of variance in carpet area on pro rata basis based on the consideration amount.

1(h) 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.

2.1 The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Unit to the ALLOTTEE, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Unit.

2.2 Time is 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/Unit to the ALLOTTEE and the undivided share in the project land and common areas to the ALLOTTEE or Service Society/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 payments of the installment 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 clause I (c) herein above. ("Payment Plan").

3.1. The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is 5214 Sq.Yrds. only and PROMOTER has planned to utilize Floor Space Index of 2.7% by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROMOTER has disclosed the Floor Space Index of 2.7% as proposed to be utilized by him on the project land in the said Project and ALLOTTEE has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flat/Unit to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

3.2 It is hereby confirmed and understood by the parties that furniture layout, electrical fixtures, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample units, website & other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.

4.1 If the promoter fails to abide by the time schedule for completing the project and handing over the (Apartment/Plot) to the Allottee, the Promoter agrees to pay to all the Allottee, who does not intend to withdraw from the project, interest at the rate of 7% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 7% per annum, on all the delayed payment which become due and payable by the Allottee to

the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

4.3 If the Promoter fails to abide by the time schedule for handing over the said Flat/Unit to the Allottee as per terms of this Agreement (save and except for the reasons as stated hereinabove) then the Allottee shall be entitled to either of the following:

(a) Request the Promoter in writing at the address provided by the Promoter, to pay Simple Interest calculated at the rate equal to the Prescribed Interest Rate on the amounts paid by the allottee for every month of delay till the handing over of the possession of the said Flat/Unit to the Allottee. Rate of interest will be charged at 7% p.a.

(b) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter. Upon completion of 15 days from receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled. Allottee shall execute deed of cancellation in favor of Promoter and The Promoter shall endeavor to refund the amounts received from the Allottee. Upon execution of cancellation deed the Promoter shall be liable to refund all the amounts till then received by the

Promoter out of agreed consideration for the Said Flat/Unit, (save and except amounts collected for the purpose of making payments towards Govt taxes, duties and fees) to the Allottee without any interest, compensation and damages within 30 days from the date on which the said Flat/Unit is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee.

(c) The Allottee hereby acknowledges and agrees that he shall choose either of the aforesaid remedies and not both. The Allottee shall be entitled to terminate this Agreement only if the Promoter fails to deliver the possession of the said Flat/Unit as per the terms of this Agreement.

4.4 (a) On the Allottee committing default in payment on the due date (Allottee not making payment of the any amount due and payable as per terms of this agreement to the Promoter) or any other amount/s due and payable under this agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

(b) Provided always, the power of termination under this agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 (fifteen) days prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, default shall have been made by the Allottee by neglecting to rectify the breach or breaches within the notice period (15 days) after giving of such notice. The agreement shall stand terminated if the

Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will not be necessary. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Unit and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Unit and/or car parks in the manner it deems fit and proper on the termination and cancellation of this Agreement in the manner as stated in this sub-clause:

(i) Promoter shall be entitled to forfeit 10% of the consideration amount as and by way of agreed genuine pre-estimate of liquidated damages along with the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Unit up to the date of termination of this Agreement and brokerage, if any paid by the Promoter while booking the said Unit in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the date of demand. If the Allottee herein has obtained any housing loan on the Said unit then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.

(ii) The Promoter shall refund to the Allottee above referred amount after deduction without any interest, compensation and damages within 30 days from the date on which the said Flat/Unit is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee. The Allottee shall have no lien, charge or any other right in and upon the said premises on termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the PROMOTER at his/her/its option in the said building and the Flat/Unit as are set out in the scheme literature.. In the event, the ALLOTTEE requests the PROMOTER to make any addition or alteration in the Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the ALLOTTEE shall be liable to pay such amount/s as may be agreed upon by and between the PROMOTER and ALLOTTEE in addition to the amounts payable under this Agreement.

6 Taking into account the planning/ projections of construction activities made beforehand, the Promoter has planned to complete the construction of the said unit on or before dtd.31-3-2024 subject to timely receipt of all payments hereunder from the Allottee. If the Promoter fails or neglects to give possession of the Flat/Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Unit with prescribed interest from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter shall handover possession of the said unit to the Allottee, on completion of construction of the said phase. The Promoter shall be at liberty and are entitled to complete any portion/floor/wing/part of the building and apply for and obtain Part Completion Certificate thereof. the Promoter shall without any hindrance or objection by the Allottee, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the building & common areas, amenities and facilities and External Development Works even if the same causes any nuisance and annoyance to the Allottee.

6.1 The Promoter shall be entitled to reasonable extension of time for giving possession of the said Flat/Unit on the aforesaid date, if the construction and completion of said Flat/Unit or the said phase in which the said Flat/Unit is to be situate, is delayed on account of:

All force majeure events stipulated in the Act including but not limited to -

- i. Non availability of steel, cement, other building materials, water or electric supply or labour;
- ii. War, civil commotion or act of God;
- iii. Changes in any rules, regulations, bye - laws of various statutory bodies and authorities from time to time affecting the development and the project.
- iv. Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee;
- v. Any other circumstances that may be deemed reasonable by the Authority.
- vi. Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the said phase / said Flat/Unit, road NOC or completion certificate from appropriate authority.
- vii. Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 7 above).

viii. Any notice, order, rule, notification of the Government and/ or Public or Competent authority.

ix. Any extra / additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee.

7.1. Procedure for taking possession - The Allottee shall take possession of the said Flat/Unit within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession on the expiry of 15 days from the date of the said written notice and this date shall be deemed to be the Date of Possession i.e. the date of handing over possession as contemplated under the said Act and all the obligations of the Promoter and the Allottee related to the said Flat/Unit shall be deemed to be effective from the date of such Deemed Possession. The Allottee shall alone be responsible/liable in respect any loss or damage that may be caused to the said Flat/Unit from the expiry of 15 days from the Notice of Possession.

7.2. The ALLOTTEE shall take possession of the Flat/Unit within 15 days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Flat/Unit are ready for use and occupancy.

7.3. Failure of ALLOTTEE to take Possession of Flat/Unit: Upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE shall take possession of the Flat/Unit 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/Unit to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 7.1 such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of five years from the date of handing over the Flat/Unit to the ALLOTTEE, the ALLOTTEE brings to the notice of the PROMOTER any structural defect in the Flat/Unit or the building in which the Flat/Unit are situated or any defects directly attributable to the PROMOTER on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at its own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act. Provided that the PROMOTER shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the PROMOTER or beyond the control of the PROMOTER or which occur due to normal wear and tear or by reason attributable to the ALLOTTEE.

Provided that the defects which may be brought to the notice of the Promoter by the Allottee, should not have arisen due to incorrect or negligent usage, by the Allottee and/or his family members, servants, occupants, licensees in the said unit or the other residents, occupants, servants, visitors in the other units in the said phase or the said project. The Promoter shall not be responsible for such defects.

The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, hairline cracks on the

walls, negligent use of the said unit or the said phase by the Allottee, diurnal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc.

Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

Provided further that the Allottee shall not carry out alterations of whatsoever nature in the said Flat/Unit or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoters authorized Agencies, the defect liability automatically shall become void.

8. The ALLOTTEE shall use the Flat/Unit or any part thereof or permit the same to be used only for purpose of residence and not for any other purpose whatsoever including any educational/vocational classes, hostel/hotel use, etc., or any other commercial use whatsoever. The ALLOTTEE shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the ALLOTTEE shall not be entitled to use the said Flat/Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Flat/Unit nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The ALLOTTEE along with other ALLOTTEE(s) of Flats/Units in the building/Project/Scheme shall join in forming and registering the Service

Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organization of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the Flat/Unit is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

The Parties hereto agree that the PROMOTER shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of two years from the date of completion thereof. The ALLOTTEE further agrees that the ALLOTTEE shall pay to the

PROMOTER in advance provisional monthly contribution per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in ANNEXURE-of this Agreement for the said period of 2 (two) years i.e an aggregate amount at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the ALLOTTEE to the PROMOTER shall be utilized towards such expenses, however the ALLOTTEE shall not be entitled to demand any accounts in respect of the same for the said entire period of two years. The ALLOTTEE hereby agrees and confirms that after the initial period of two years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the ALLOTTEE shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the ALLOTTEE shall deposit and keep deposited with the PROMOTER/Service Society a Fixed Maintenance Deposit @ of Rs.150/- per Sq.Ft. which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

10. Over and above the amounts mentioned in the agreement to be paid by the ALLOTTEE, the ALLOTTEE shall on or before delivery of possession of the said Apartment/Unit shall pay to the PROMOTER such proportionate share of the outgoings as may be determined by the PROMOTER and which are not covered in any other provisions of this agreement.

11. The ALLOTTEE shall pay to the PROMOTER a sum which may be decided for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER in connection with formation of the said Society, or Limited Company, or Apex

Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the project Land/common areas/assets, building/structure, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEEs' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

- i. The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.

iv. The Allottee is well aware of all the facts and the rights and entitlements of the Promoter and also about the litigation and claims, if any, pertaining to the project land and part thereof and with due awareness of the same the Allottee has entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the project land or part thereof or regarding the authority / entitlement of the Promoter to enter into this agreement.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/block shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;

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 project land, including the Project and the said Flat/Unit 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/Unit to the ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Service Society/association of ALLOTTEES the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Service Society/Association of the ALLOTTEES;

x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed 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 till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the ALLOTTEE proportionately with all other ALLOTTEES of the said Project/Scheme;

xi. 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 or served upon the PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

The Promoter herein may construct buildings, structures on the layout land in future and the Allottee herein has completely understood the vision of the Promoter regarding the said project and considering the same, the Allottee

has also understood that the Promoter may be required to revise the layout and building plans of the said project from time to time. However, in any case, the Promoter shall not revise the building plans of the said phase and / or the said Flat/Unit in such a manner, by which the area, location and design of the said Flat/Unit will be changed or affected.

14. The ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the PROMOTER as follows :-

i. To maintain the Flat/Unit at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required. The ALLOTTEE specifically agrees not to change or add any plumbing lines/water lines in the Flat/Unit in any manner of whatsoever nature and in the event the ALLOTTEE doing so, the ALLOTTEE shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Flat/Unit in the building or common areas due to such act of the ALLOTTEE.

ii. Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lift, common passages or any other

structure of the building in which the Flat/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat/Unit 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 Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the PROMOTER and/or the Service Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Flat/Unit is situated.

vii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit by the ALLOTTEE for any purposes other than for purpose for which it is sold.

ix. The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up.

x. The ALLOTTEE shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time

for protection and maintenance of the said building and the Flat/Unit therein 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. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee shall not make any change whatsoever which would cause any change to the external façade of the said building including but not limited to making any change or to alter the windows and/or grills provided by the Promoter. The Allottee shall not close their balconies / terrace with Aluminum sliding windows and/ or mild steel grills at any point of time. In case the Allottee carries out any work of enclosing the balconies / terrace in any manner whatsoever including putting an awning, then the Promoter and/or the said society as the case may be, shall have an absolute right to remove the same at the costs, expenses, risks and responsibility of the

Allottee. The Allottee shall not be entitled to put up outdoor air conditioning machines/units other than the pre determined places for said unit. The Allottee shall not put for drying, or otherwise, clothes, or keeping flower pots, etc. on the balcony parapets, windows sills or extended grills and such other openings as to give unpleasant sight from outside and/ or to damage/ spoil wall paint.

xiv. The PROMOTERs shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Flat/Unit ALLOTTEEs therein. It is hereby agreed that the ALLOTTEE shall not put any other name plate or Board on any part of the building except on the door of the said Flat/Unit.

xv. The ALLOTTEE hereby agrees with the PROMOTER and undertakes to pay amounts liable to be paid by the ALLOTTEE under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the PROMOTERs indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

xvi. The ALLOTTEE hereby agrees that the said Residential Building/scheme shall always be known, as '**Modern Flats**', and the name shall not be changed in any circumstances whatsoever.

xvii. The ALLOTTEE hereby agrees that the said Flat/Unit shall be used, occupied and enjoyed by the ALLOTTEE as one Flat/Unit and the ALLOTTEE shall not divide or sub-divide the same for use as more than one Flat/Unit. It has been specifically agreed that the main door of the said Flat/Unit shall not be changed, altered in size or location. No other door,

window or opening shall be made in the said Flat/Unit other than as made by the PROMOTER on completion of the construction of the same.

xviii. The ALLOTTEE hereby agrees that the PROMOTER may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the PROMOTER. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the ALLOTTEE and other members in the scheme. The ALLOTTEE may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the PROMOTER in that regard.

15. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Unit or of the said Plot and Building, or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER until the same is transferred as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER executes this Agreement it shall not further mortgage or create a charge on the Flat/Unit 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/Unit.

18.1 The Allottee agrees not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction activities of the Promoter on the layout land in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the said phase/the layout, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.

18.2 The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the layout land for the construction of any building or phase or part thereof in the said project. The Allottee hereby gives his specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the layout land for carrying out any permissible construction in the said project.

18.3 If any portion of the project land adjoining the existing road is required for the purpose of road widening or D.P. Road then the concerned

authorities may pay the compensation in the form of additional FSI / TDR for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI / TDR on the layout land or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building in the said layout. The Allottee has hereby given his irrevocable consent for the same and for the revision of the layout and the building plans of the said project. The Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI to any intending Allottee of its choice for consideration, without payment of any premium or transfer fees to the concerned Society.

18.4 The Promoter shall have the right to amend and/or modify the said plans for smooth and better development and construction of the said Project without any reference to the Allottee. The Allottee has hereby given his irrevocable consent to the Promoter herein to carry out such revisions, alterations, modifications in the sanctioned plan/s of the said phase, entire layout of the said project, other building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary for Promoter or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, or Government or any officer of any local authority. However, the Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said Flat/Unit hereby agreed to be sold.

18.5 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 5214 Sq.Yrds. only and promoter has planned to utilize floor space Index of 5214 Sq.Yrds. by pravailling of TDR or FSI available on payment of premiums or FSI available as incentive FSI by

implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future oin modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.7% as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong Promoter only.

18.6 The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the layout land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs and affecting their interest. It is made clear that no other specific permission/authority is required from the said Allottee/ said society for this purpose.

18.7 The Allottee hereby irrevocably authorizes the Promoter to represent him, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee by signature or otherwise, to do all the necessary things/acts in all the departments of the local/competent authority, Municipal Corporation, Collectorate, Road, Water, Building Tax

assessment, Government and Semi-Government departments, etc. and the same shall stand ratified and confirmed by the Allottee herein.

18.8 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, hoarding on the top terrace of the said building or in the Common areas, amenities and facilities at their discretion and commercially exploit the same to their sole benefit. The Allottee covenant that he shall confirm the same and declare that he shall not raise any dispute regarding the same. The Allottee consent that the Promoter shall retain with itself all the hoarding rights to display hoarding on the top terrace of the said building and in the Common areas, amenities and facilities and in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee, the Allottee shall not be entitled to the benefit of such rights.

18.9 The Promoter shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

19. BINDING EFFECT

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 15 (fifteen) 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.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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 apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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 Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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 in proportion to the carpet area of the Apartment/Unit to the total carpet area of all the Apartments/Units in the Project.

25. FURTHER ASSURANCES

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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

27. The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

28. 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 A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

(1) Name and address of Land owner

The Modern Flats Co-operative Housing Society Ltd.,

having address at : Modern Flats, Nr. N.I.D.,
P.T. Thakkar College Road, Paldi, Ahmedabad

(2) Name of ALLOTTEE
(ALLOTTEE's Address)
Notified Email ID: --

(3) Name and address of Promoter:
M/s. Fortune Buildcon, a partnership firm,
having address at : Shop No.6, GFA, 16, 1A,1,
Tirmizi Heights, Opp. Bombay Housing Colony,
Nr. Kirtikunj Society, Shahalam Tolnaka, Ahmedabad-380028

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.

29. JOINT ALLOTTEES

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.

30. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement and the conveyance of the Apartment/Unit/undivided proportionate share of land as well as all other

documents to be executed by the PROMOTER in favour of the ALLOTTEE shall be borne by the ALLOTTEE.

31. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

32. GOVERNING LAW

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 the courts at Ahmedabad will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Non-agriculture land bearing Revenue Survey No.311, T.P.S. No.6, F.P. No.10 paiki (Sub Plot No.1/B-3 of Final Plot No.10) admeasuring 5214 Sq.Yrds. of Mouje Paldi, Taluka Sabarmati, District Ahmedabad.

THE SECOND SCHEDULE ABOVE REFERRED TO

An immovable property comprising of undivided share in land and right possessed by the vendor in the property being Unit No.____, Block No.____, _____Floor, admeasuring _____ Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) with undivided share in land in a scheme named and styled as **Modern Flats** constructed on the project Land described in Schedule-I above and bounded as follows:

On or towards the North :
On or towards the South :
On or towards the East :
On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential Unit Holders

- * Lifts
- * Children Play Area, Common Plot and Lawn
- * Passage with lights leading to all the Floors
- * Over head Water Tank
- * Underground Water Tank
- * Pump with Motor
- * Security Cabin; Entrance and Exit Gates, Children Drop area
- * allotted parking

THE FOURTH SCHEDULE ABOVE REFERRED TO

- " Electric Sub-station
- " Drainage Lines - Manhole Connections
- " Service Lines in Basement
- " Electric Meter Room
- " Sewerage Treatment Plant (if Applicable)

SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNER

The Modern Flats Co-operative Housing Society Ltd.
through its Chairman Shaikh Mohammadfaruk Ismailbhai

The Modern Flats Co-operative Housing Society Ltd.
through its Secretary Rashid Aziz Pariyani

SIGNED AND DELIVERED BY THE
WITHIN NAMED ALLOTTEE

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER

M/s. Fortune Buildcon, a partnership firm
through its Authorised Partner

Moizuddin Burhanuddin Chisti

In the presence of

1. _____

2. _____