

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement made at Ahmedabad this..... day of,
2023, (the "**Agreement**")

BY AND BETWEEN

FIRST PARTY
VENDOR

MODI INFRA
[PAN NO:- ABSFM 6198 A]
A Partnership Firm, having its office address at:
401, City Pride, Nr. Lions Hall, Near Mithakhali
Cross Road, Ellisbridge, Ahmedabad – 380 006.
through its Authorized Partner _____
[AADHAR NO:_____], aged about
adult, residing at_____.

to as the "**VENDOR**" or "**FIRST PARTY**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Vendor and its administrators, successors, assigns etc. of the **ONE PART**).

AND

SECOND PARTY (1) _____

PURCHASER(S) (PAN NO.: _____)

(AADHAR NO: _____)

Aged: _____, Residing at: _____.

Hereinafter in this Agreement for Sale collectively referred to as “the PURCHASER(S)/ Second Party” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “PURCHASER(S)” and his/her/their heirs, legal representatives, successors and assigns) of the

Second Part.

WHEREAS:

- 1) The **VENDOR** herein is the absolute owner and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of Non-Agricultural land for Multipurpose use bearing Final Plot No. 396, project land admeasuring about 980.15 Sq. Mtrs (total 1232 Sq. Mtrs including 251.85 Sq. Mtrs acquired in road line) of Town Planning Scheme No.21 situate, lying and being at Mouje: Paldi, Taluka: Sabarmati and in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 4 (Paldi), hereinafter referred to as the said “Project Land” in this Agreement for Sale and is more particularly described in the **SCHEDULE – I** hereunder written.
- 2) That the **VENDOR** herein had purchased the said Non Agricultural land for Multipurpose use from the previous owners i.e. Jayshreeben Kalyanbhai and Shreenanda Kalyanbhai vide Registered Sale Deed before the Sub Registrar of Ahmedabad – 4 (Paldi) at Serial No.9973 of 2023 dated 14.06.2023. Entry to that effect came to be entered into Revenue Records by mutation Entry No.18449 dated 26.06.2023.

- 3) That Non Agricultural use permission for Multipurpose use was granted by the District Collector, Ahmedabad vide order bearing No.4160/07/18/018/2023 dated 15.04.2023 and the entry of the same came to be entered in to Revenue Records bearing entry No.18377 dated 15.04.2023
- 4) AND WHEREAS the VENDOR has got the plans for construction of Residential and Commercial Units on the said Project Land sanctioned from the Ahmedabad Municipal Corporation and Development permission was issued vide its order bearing case No. BLNTI/WZ/120423/CGDCRV/A7481/R0/M1 and Commencement Letter (Rajachithhi) bearing No. 04829/WZ/120423/A7481/R0/M1 issued on 28.07.2023. ("**Development Permission**").
- 5) That as per the said approved plan the VENDOR has commenced the construction of Residential and Commercial Project in the name of "**HR EXETER-II**". The said Project consists of total 105 numbers of Shop/Apartments/Units.
- 6) That the VENDOR has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**Act**") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said "**Rules**") with the Real Estate Regulatory Authority at Gandhinagar (hereinafter referred to as the said "**Authority**") and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____.
- 7) In the said Project known as "**HR EXETER-II**", the PURCHASER(S) herein have expressed his/her/their desire for purchasing and the VENDOR has agreed to sell the property being **Unit No.**_____, having Carpet Area admeasuring _____ **Sq. Mtrs.** situated on _____ **Floor** in the said Project "**HR EXETER-II**" together with proportionate undivided impartible right in the said Non Agricultural land for Multipurpose use bearing Final Plot No. 396, project land admeasuring 980.15 Sq. Mtrs (total 1232 Sq. Mtrs including 251.85 Sq. Mtrs acquired in road line) of Town Planning Scheme No.21 situate, lying and being at Mouje: Paldi, Taluka: Sabarmati and in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 4 (Paldi) and hereinafter referred to as the "**said Property**" in this Agreement for Sale and more particularly described in the **SCHEDULE- II** hereunder written.
- 8) AND WHEREAS, prior to the execution of this Agreement for Sale,

the VENDOR has given to the PURCHASER(S) copies of all the title documents relating to the Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copies of the plans, project specifications and such other documents as are specified under the said Act. The PURCHASER(S) have himself/herself/themselves and through his/her/their Advocates/Consultants verified all details and documents and the PURCHASER(S) is/are fully satisfied about the right, title and interest of the VENDOR with respect to the said Project Land on which the Project “**HR EXETER-II**” is being constructed and regarding the permissions obtained by the VENDOR and in future the PURCHASER(S) shall not raise any dispute/objection in respect of the same. The PURCHASER(S) have also verified the documents filed/uploaded by the VENDOR with the said Authority and is satisfied with the same.

- 9) The VENDOR and PURCHASER(S) have negotiated for the sale of the said Property belonging to the VENDOR and more particularly described in the Schedule II written hereunder and as a result thereof, the VENDOR has agreed to sell and the PURCHASER(S) has/have agreed to purchase the said Property on the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. RECITALS PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form and integral part of this Agreement and shall be read accordingly.

2. SALE AND PURCHASE OF SAID PROPERTY AND PAYMENT OF PURCHASE CONSIDERATION:

- 2.1 The PURCHASER(S) is/are desirous of purchasing and acquiring from the VENDOR, on what is commonly known as ‘ownership basis’, the said Property, more particularly described in Schedule-II hereunder written.

- 2.2 In consideration of the VENDOR, having agreed to sell and the PURCHASER(S) having agreed to purchase the said Property and the Attached area to the said Property, the PURCHASER(S) shall pay to the VENDOR a sum of **Rs. _____/- (Rupees IN WORDS)** being the purchase consideration (hereinafter “the Purchase Consideration”) which is calculated on the basis of the Carpet Area

of the said Property and includes price for the said Attached Area meant for exclusive use of the PURCHASER(S) and proportionate price of the common areas and facilities of the said Project.

2.3 The PURCHASER(S) have on or before the execution of this Agreement paid to the VENDOR, in the following manner, a sum of **Rs. _____/- (Rupees _____)** being the earnest money (hereinafter referred to as “Earnest Money”), the receipt whereof is hereby admitted and acknowledged by the VENDOR (subject to realization of cheque(s)) and of and from the same and every part thereof forever acquit, release and discharge the PURCHASER(S):

Rs. _____/-	(_____) paid by the purchaser in favour of the Vendor through cheque bearing No _____
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Rs. _____/- (Rupees _____)

2.4 The PURCHASER(S) hereby covenants and represents that he/she/they shall pay the balance amount of Purchase Consideration to the VENDOR in the following installments, time being the essence of this Agreement:

Sr. No.	Amount	Payable on or before:
1	Not exceeding 10% of the Total Purchase Consideration	Before execution of this Agreement for sale
2	Not exceeding 30% of the Total Purchase Consideration	upon execution of this Agreement
3	Not exceeding 45% of the Total Purchase Consideration	on completion of the Plinth of the building or wing in which the said unit is located.
4	Not exceeding 70% of the Total Purchase Consideration	on completion of the slabs including and stilts of the building or wing in which the said unit is located
5	Not exceeding 75% of the Total Purchase Consideration	on completion of the walls, internal plaster, floorings doors and windows of the said unit.

6	Not exceeding 80% of the Total Purchase Consideration	on completion of the, staircases, lift wells, lobbies upto the floor level of the said unit.
7	Not exceeding 85% of the Total Purchase Consideration	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said unit is located.
8	Not exceeding 95% of the Total Purchase Consideration	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 for sale of the building or wing in which the said unit is located.
9	Balance Amount	At the time of handing over of the possession of the Unit to the PURCHASER(S) on or after receipt of Building use permission along with the Sanitary Fittings.

2.5 It is agreed between the parties that the Purchase Consideration is exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is GST or any other taxes applicable from time to time, Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Property to the PURCHASER(S) or the transaction contemplated herein shall be borne and paid by the PURCHASER(S) or reimbursed by the PURCHASER(S) within 7 days of demand raised by way of Notice by the VENDOR to the PURCHASER(S).

2.6 The Purchase Consideration is escalation-free, save and except

escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or on account of any additional fixture/facility (other than standard fixtures provided by the VENDOR) demanded by the PURCHASER(S) in the said Property. The VENDOR undertakes and agrees that while raising a demand on the PURCHASER(S) for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR 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 PURCHASER(S).

- 2.7** The PURCHASER(S) shall pay to the VENDOR the installments of Purchase Consideration mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. Provided further that in case the due date is to be reckoned with some event, then Purchase Consideration shall be payable by the PURCHASER(S) within 7 days upon intimation/Notice by the VENDOR of the occurrence of such event and the liability to pay such amount.
- 2.8** The PURCHASER(S) agrees that payment of the amounts by the PURCHASER(S) to the VENDOR under this Agreement are required to be paid on respective due date, the time being essence of contract and any default by the PURCHASER(S) in this regard shall entitle the VENDOR to enforce default remedies as set out hereunder.
- 2.9** Any default by the PURCHASER(S) in payment of outgoing and taxes shall be default under this Agreement and entail the VENDOR to enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.
- 2.10** The VENDOR shall confirm the final carpet area of the Property that has been agreed to be purchased by the PURCHASER(S) after the construction of the Building or Block in which the Property is located is complete and the Building Use (BU) Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3) three percent. If the variation in carpet area of said Property is more than (3) three percent then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the PURCHASER(S). If there is any reduction in the carpet area of more than (3) three percent, then VENDOR shall refund the excess money paid by PURCHASER(S) within 30 (thirty) days with annual interest

at the rate of (6) six percent. If there is any increase in the carpet area of more than (3) three percent of the said Property then the VENDOR shall be entitled to demand additional amount from the PURCHASER(S) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

3. OTHER CHARGES PAYABLE BY THE PURCHASER(S):

3.1 The VENDOR shall form a Society or Association or Company (hereinafter referred to as "Management Body") for the effective management and maintenance of the common areas and facilities to be provided in the said Project. The PURCHASER(S) herein along with other PURCHASER(S) of Property in the Project shall join in forming and registering the Management Body to be known by such name as the VENDOR may decide and for the PURCHASER(S) shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the VENDOR within seven days of the same being forwarded by the VENDOR to the PURCHASER(S), so as to enable the VENDOR to register the Management Body. No objection shall be taken by the PURCHASER(S) 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. The PURCHASER(S) further agrees that he/she/they shall observe and follow the rules and regulations of the Management Body from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said management body for operation and maintenance of common facilities and amenities of the Project.

3.2 In addition to the Purchase Consideration mentioned hereinabove, the PURCHASER(S) shall also be liable to pay the amount by way of charges or deposits. The Maintenance deposit shall be transferred by the VENDOR in the name of the Management Body as and when it is formed and functional. The VENDOR shall not pay any interest on the Maintenance Deposits. The Maintenance charges collected by the VENDOR shall be utilized by the VENDOR for the common expenses of the Project and for the maintenance of

common amenities and up-keep of common areas and facilities. The balance amount of maintenance charges shall be transferred by the VENDOR without any interest to the Management Body as and when the Management Body takes over the maintenance of the Project.

- 3.3** Over and above the amounts mentioned in this Agreement to be paid by the PURCHASER(S), the PURCHASER(S) shall on or before delivery of possession of the said Property shall pay to the VENDOR or Management Body such proportionate share of the outgoings as may be determined by the VENDOR and which are not covered in any other provisions of this Agreement.
- 3.4** The PURCHASER(S) shall, prior to the execution of Sale Deed, be liable to pay all Other Charges mentioned in clause 3 within 7 days upon intimation/Notice by the VENDOR of the liability to pay such amount.

4. POSSESSION AND CONVEYANCE DEED:

- 4.1** The VENDOR shall complete the Project and obtain Building Use Permission and shall handover the possession of the said Property on or before 31.12.2025, subject to Force Majeure conditions.
- 4.2** “Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the VENDOR which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the VENDOR’S ability to perform its obligations under this Agreement, which shall include but not be limited to: Act of God e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or Pandemics, any lockdown by order of the Government from time to time; Explosions or accidents, air crashes, act of terrorism; or Strikes or lock outs, industrial disputes; or Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or War and hostilities of war, riots, bandh or civil commotion; or The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted VENDOR from complying with any or all the terms and conditions as agreed under this Agreement; or Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority(ies) refuses, delays withholds, denies the grant of necessary approvals for the

said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any suit / writ before a competent court or; for any reason whatsoever;

- 4.3** Upon receipt of the Building Use Permission, the VENDOR shall send a Notice to the PURCHASER(S) requiring him to make payment of all outstanding amounts payable under this Agreement within 7 days of receipt of Notice and upon such payment being made, the VENDOR shall handover possession of the said Property to the PURCHASER(S) simultaneously upon execution and registration of conveyance/sale deed of said Property in favour of the PURCHASER(S). However, the VENDOR can execute the Conveyance/Sale Deed in favour of the PURCHASER(S) before receipt of the Building Use Permission but possession of the said property shall be handed over by the VENDOR in favour PURCHASER(S) only upon receipt of the Building Use Permission.
- 4.4** The PURCHASER(S) shall take possession of the said Property within 15 days of the receipt of written notice from the VENDOR to the PURCHASER(S) intimating that the said Property is ready for use and occupancy. The PURCHASER(S) shall execute necessary sale/conveyance deed and other documentation as may be drafted by the VENDOR'S Advocate / Solicitor. In case the PURCHASER(S) fails to take possession within 15 days of the receipt of written notice from the VENDOR to the PURCHASER(S) intimating that the said Property is ready for use and occupancy, the PURCHASER(S) shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.
- 4.5** It is agreed between the parties that in the conveyance deed/sale deed to be executed between the parties shall be as per the draft uploaded by the VENDOR on the website of the said Authority. The PURCHASER(S) have verified the said draft and is satisfied with the same. Additional terms and condition may be incorporated or the present terms and conditions may be modified as may be required as per the provisions of Real Estate (Regulation and Development) Act, 2016 or any other law for the time being in force or rules framed there under.

5. DELAY INTEREST AND TERMINATION:

- 5.1** If the VENDOR fails to abide by the time schedule for completing the Project and handing over the said Property to the PURCHASER(S), except in Force Majeure condition, then the

VENDOR agrees to pay to the PURCHASER(S), interest @ (SBI MCLR+2%), on all the amounts paid by the PURCHASER(S), for every month of delay, till the date of obtaining the Building Use Permission of the Project.

- 5.2 The PURCHASER(S) shall have a right to cancel this Agreement for Sale and withdraw from the Project if the VENDOR fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the VENDOR shall repay all amounts paid by the PURCHASER(S) along with interest @ (SBI MCLR+2%) per annum calculated from the date of receipt of each installment. Other than this the PURCHASER(S) shall not have any right to withdraw from or cancel this Agreement for sale.
- 5.3 If the PURCHASER(S) makes any delay in payment of any installment of Purchase Consideration and/or makes delay in payment of any other amounts payable under this Agreement, then notwithstanding or without prejudice to the VENDOR'S right of termination of this Agreement, the PURCHASER(S) shall be liable to pay interest @ (SBI MCLR+2%) per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The VENDOR shall, under such circumstances, be entitled to withhold the delivery of possession of the Property to the PURCHASER(S) until entire dues are not paid by the PURCHASER(S).
- 5.4 Without prejudice to the VENDOR'S right to demand interest for delayed payments from the PURCHASER(S) as stated in clause 5.3, the VENDOR shall also be entitled to terminate this Agreement unilaterally if the PURCHASER(S) commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the PURCHASER(S) to the Vendor under this Agreement and any such amount along with interest remains unpaid for a period of 2 (two) months from the date on which such amount (including interest) became due and payable.

Provided that, VENDOR shall give notice of fifteen days in writing to the PURCHASER(S), by Registered Post AD at the address provided by the PURCHASER(S) and/or mail at the e-mail address provided by the PURCHASER(S), of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER(S) fails to rectify the breach or breaches mentioned by the VENDOR within the period of notice then at the end of such notice period, VENDOR shall be entitled to

terminate this Agreement unilaterally. The VENDOR may record the termination / cancellation of this Agreement by preparing a Deed of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Deed of Termination / Cancellation shall be binding upon the PURCHASER(S) with the same spirit and intention as if such Memorandum was executed by the PURCHASER(S). The cost, charges and expenses incurred relating to the same by the VENDOR shall be to the account of the PURCHASER(S) and the PURCHASER(S) shall be liable to pay and reimburse the same immediately on demand by the VENDOR.

Provided further that upon such termination of this Agreement by the VENDOR, the VENDOR shall be entitled to deduct as liquidated damages, 10% of the total Purchase Consideration from the amount received from the PURCHASER(S). If the installments of Purchase Consideration paid till then by PURCHASER(S) are less than 10% of the Consideration, then PURCHASER(S) shall be required to pay to VENDOR, and VENDOR will be entitled to recover the balance amount from the PURCHASER(S) and PURCHASER(S) shall pay the same to VENDOR within a period of 30 days of termination. Any refund of money due to the PURCHASER(S) after deductions as per above shall be made by the VENDOR within 30 days from such termination.

Provided further that upon such termination of this Agreement by the VENDOR, the PURCHASER(S) shall not be entitled to claim any right title or interest in the said Property and the VENDOR shall be entitled to sell or in any other manner transfer or dispose-off the said Property to any third party/(ies) or such person(s) in such manner and at such terms and conditions as may be deemed fit and proper by the VENDOR in its absolute discretion without any reference to and/or consent or concurrence of the PURCHASER(S).

6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

6.1 The VENDOR has clear and marketable title with respect to the Project Land and the VENDOR has the requisite permissions from local authorities 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.

6.2 The VENDOR assures the PURCHASER(S) that the VENDOR has not obtained any loan from any financial institutions and it has not

created any charge over the said Project Land till date. The VENDOR further assures the PURCHASER(S) that after execution hereof the VENDOR shall not mortgage or create a charge on the said Property and if 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 Property.

- 6.3** There are no litigations pending before any Court of law with respect to the Project Land or Project except if any that may be disclosed in the title report.
- 6.4** The VENDOR has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Property which will, in any manner, affect the rights of PURCHASER(S) under this Agreement.
- 6.5** The VENDOR has duly paid and shall continue to pay and discharge 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 the time Building Use Permission is not obtained.
- 6.6** No notice from the Government or any other local body for acquisition or requisition has been received or served upon the VENDOR in respect of the Project Land and/or the Project.
- 6.7** The VENDOR shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as agreed upon between the VENDOR and the PURCHASER(S). It is to be noted that the said specifications are subject to change due to reasons beyond the control of the VENDOR. Also the specifications upon between the VENDOR and the PURCHASER(S) are basic in nature and there may be some changes in the colour, design, pattern, texture etc.
- 6.8** The VENDOR hereby declares that the permissible Floor Space Index (FSI) available as on date with respect to the Project Land is 1764.27 Sq. Mtrs and the VENDOR has planned to utilize Floor Space Index of 3528.54 Sq. mtrs. by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in rules and regulations of Gujarat Development Control Regulations. The VENDOR further declares that the Floor Space Index of about 3528 Sq. mtrs has been utilized by the VENDOR 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 VENDOR by utilizing the proposed FSI as per the site plan passed by the Ahmedabad Urban Development Authority (AUDA) in respect of the said Project and on the understanding that the declared proposed FSI shall belongs to VENDOR only.

6.9 The VENDOR has provided adequate vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The PURCHASER(S) agree and accept that the PURCHASER(S) of the Commercial Units shall park their vehicles only in front of respective Commercial units.

6.10 If within a period of five years from date of Possession, the PURCHASER(S) brings to the notice of the VENDOR any structural defect in the Property or the building in which the said Property is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the VENDOR at its own cost and in case it is not possible to rectify such defects, then the PURCHASER(S) shall be entitled to receive from the VENDOR, compensation equal to cost to cure / rectify such defect. Provided that the VENDOR shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- i.** If the cause of any such defect is not attributable to the VENDOR or are beyond the control of the VENDOR; or
- ii.** In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- iii.** VENDOR shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- iv.** In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the PURCHASER(S) and to honour such warrantees and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said property, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER(S)/Management Body, the VENDOR shall not be responsible for any defects occurring due to the same.; or

- v. If the PURCHASER(S) have defaulted in any of its representations or warranties as mentioned in clause 7 of this agreement.
 - vi. The Management Body or the individual PURCHASER(S) shall adhere to maintenance schedule as prescribed by the manufacturer/VENDOR.
 - vii. The PURCHASER(S) shall not carry out any alterations of any nature in the said Property which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the PURCHASER(S) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the VENDOR then the defect liability automatically shall become void.
- 6.11 As per the provisions of the said Act, the VENDOR shall transfer the title of the common areas in the Project to the Management Body and shall handover peaceful possession of the same to the Management Body.
7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER(S):**
- 7.1 The PURCHASER(S) shall regularly pay all amounts (including interest) payable under this Agreement.
- 7.2 The PURCHASER(S) shall use the said Property or any part thereof or permit the same to be used only for the Residential or Commercial purpose. The PURCHASER(S) shall use the parking space only for purpose of keeping or parking passenger vehicle.
- 7.3 Within 15 days after notice in writing is given by the VENDOR to the PURCHASER(S) that the said Property is ready for use and occupancy, the PURCHASER(S) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Property) 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, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Project. Until the Management Body is formed, the PURCHASER(S) shall pay to the VENDOR such proportionate share of outgoings as may be determined. The amounts so paid by the PURCHASER(S) to the VENDOR shall not carry any interest and

remain with the VENDOR until the same is transferred to the Management Body as aforesaid.

- 7.4** The PURCHASER(S) agree that though they shall become free, independent and absolute owner of the said Property, the said Property shall be used, occupied and transferred by him as per rules and regulations that shall be framed by said Management Body.
- 7.5** The PURCHASER(S) are aware that the other units situated in the Project shall be transferred to other PURCHASER(S) in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other PURCHASER(S). The PURCHASER(S) are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASER(S) will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.
- 7.6** To maintain the said Property at the PURCHASER(S) own cost in good and tenantable repair and condition from the date that of possession of the said Property is taken and shall not do or suffer to be done anything in or to the building in which the said Property 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 said Property is situated and the said Property itself or any part thereof without the consent of the local authorities, if required.
- 7.7** Not to store in the said Property 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 said Property 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, common passages or any other structure of the building in which the said Property is situated, including entrances of the building in which the said Property is situated and in case any damage is caused to the building in which the said Property is situated or the said Property on account of negligence or default of the PURCHASER(S) in this behalf, the PURCHASER(S) shall be liable for the consequences of the breach.
- 7.8** The PURCHASER(S) shall at their own cost carry out all internal repairs to the said Property and maintain the said Property 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 building in which the said Property is situated or the said Property 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 PURCHASER(S) committing any act in contravention of the above provision, the PURCHASER(S) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 7.9** Not to demolish or cause to be demolished the said Property 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 Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Property is situated and shall keep the portion, sewers, drains and pipes in the said Property 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 said Property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural parts in the said Property without the prior written permission of the VENDOR and/or the Management Body.
- 7.10** 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 said Property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 7.11** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the compound or any portion of the Project Land and the building in which the said Property is situated.
- 7.12** The PURCHASER(S) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Property until all the dues payable by the PURCHASER(S) to the VENDOR under this Agreement are fully paid up and without the prior written consent of the VENDOR.
- 7.13** The PURCHASER(S) shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Property 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 PURCHASER(S) shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the said Property 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.

- 7.14 The PURCHASER(S) shall permit the VENDOR and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or buildings or any part thereof to view and examine the state and condition thereof.
- 7.15 The PURCHASER(S) does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the PURCHASER(S) only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the PURCHASER(S). The PURCHASER(S) shall have no claim save and except in respect of said Property hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas, will remain the property of the VENDOR until the same is transferred as hereinbefore mentioned.
- 7.16 The PURCHASER(S) hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the VENDOR shall be entitled to sell or in any other manner transfer the un- sold unit(s) in the said Project to any third party on such terms and conditions as it may deem fit and such PURCHASER(S)/transferee of un- sold units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit PURCHASER(S)/occupiers.
- 7.17 The PURCHASER(S) hereby covenants that he/she/they shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/development being made in the **“HR EXETER-II”** Project. The PURCHASER(S) hereby covenants that the VENDOR shall be entitled to develop the said **“HR EXETER-II”** project without any hindrance, objection or requisition from the PURCHASER(S) notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the PURCHASER(S) covenants with the VENDOR that the VENDOR shall be entitled to undertake construction and develop the **“HR EXETER-II”** Project in the

manner it desires and the PURCHASER(S) shall extend all the co-operation to the VENDOR for the same.

- 7.18** The PURCHASER(S) represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, brochures approvals, title of the said Project Land and the said Property, price and the manner in which the VENDOR proposes to develop the said Property.
- 7.19** The PURCHASER(S) will have to bear any Betterment charges or AMC/AUDA/Government related charges/levies and deposits / charges for drainage or water or gas /utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.
- 7.20** The PURCHASER(S) will bear and pay all present and future, applicable charges, said Property/ municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use permission in respect of the Said Property.

8. BINDING EFFECT

Forwarding this Agreement to the PURCHASER(S) by the VENDOR does not create a binding obligation on the part of the VENDOR or the PURCHASER(S) until, firstly, the PURCHASER(S) sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the PURCHASER(S) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the VENDOR. If the Purchase fails to execute and deliver to the VENDOR this Agreement within 15 (fifteen) days from the date of its receipt by the PURCHASER(S) and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR, then the VENDOR shall serve a notice to the PURCHASER(S) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER(S), application of the PURCHASER(S) shall be treated as cancelled and all sums deposited by the PURCHASER(S) in connection therewith including the booking amount shall be returned to the PURCHASER(S) without any interest after deducting an amount of Rs. 5,00,000/- or 5% of the total purchase consideration, whichever is less, as administrative charges.

9. 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 Property/building, as the case may be.

10. RIGHT TO AMEND

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

11. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER(S)/ SUBSEQUENT PURCHASER(S)

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 PURCHASER(S) of the said Property, in case of a transfer, as the said obligations go along with the Said Property for all intents and purposes.

12. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been modified to incorporate the agreement and terms agreed upon between the VENDOR and PURCHASER(S), being this Agreement. The parties hereto accept the same. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

13. NOTICES

That all notices to be served on the PURCHASER(S) and the VENDOR as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER(S) or the VENDOR by Registered Post A.D and/or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

(1) Name of Vendor: MODI INFRA

Address: 401, City Pride, Near Lions Hall, Near Mithakhali Cross Road, Ellisbridge, Ahmedabad – 380 006.

(2) Name of PURCHASER(S):

1) _____

Address: _____.

It shall be the duty of the PURCHASER(S) and the VENDOR 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 VENDOR or the PURCHASER(S), as the case may be.

14. JOINT PURCHASER(S)

That in case there are Joint PURCHASER(S) all communications shall be sent by the VENDOR to the PURCHASER(S) 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 PURCHASER(S).

15. 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

16. DISPUTE RESOLUTION

If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

17. STAMP DUTY AND REGISTRATION FEES:

The expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, Miscellaneous expenses, advocate fees etc in respect of this Agreement for Sale and deed of Conveyance shall be borne by the PURCHASER(S) alone. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the PURCHASER(S) only.

SCHEDULE-I

(Description of the Said Project Land)

All those pieces or parcels of Non-Agricultural land for Multipurpose use bearing Final Plot No. 396, project land admeasuring 980.15 Sq. Mtrs (total 1232 Sq. Mtrs including 251.85 Sq. Mtrs acquired in road line) of Town Planning Scheme No.21 situate, lying and being at Mouje: Paldi, Taluka: Sabarmati and in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 4 (Paldi).

The said Final Plot No.396 is bounded as under:
On or towards
East : 36 Mtrs. R.D.P. Road
West : Final Plot No.394 and No. 395
North : 36 Mtrs. R.D.P. Road
South : 30.50 Mtrs R.D.P. Road

SCHEDULE-II

(Description of Unit agreed to be sold to PURCHASER(S)under these presents)

All that Property being **Unit No:**_____, having Carpet Area admeasuring _____ **sq. mtrs**, situated on _____ **Floor** in the said Project "**HR EXETER-II**" constructed on the Non-Agricultural land for Multipurpose use bearing Final Plot No. 396, project land admeasuring 980.15 Sq. Mtrs (total 1232 Sq. Mtrs including 251.85 Sq. Mtrs acquired in road line) of Town Planning Scheme No.21 situate, lying and being at Mouje: Paldi, Taluka: Sabarmati and in the Registration District of Ahmedabad and Sub-District of Ahmedabad – 4 (Paldi), together with undivided share in the project land admeasuring about _____Sq. Mtrs, also together with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said “**HR EXETER-II**” Scheme.

The said Unit No._____ is bounded as follows:

- **On or towards East** :
- **On or towards West** :
- **On or towards North** :
- **On or towards South** :

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

SIGNED SEALED AND DELIVERED

by the within named **THE VENDOR**

“**MODI INFRA**” a Partnership Firm, through its Authorized Partner,
Mr._____

WITNESS

in the presence of:-

1. _____
2. _____

THE SCHEDULE OF INDIAN REGISTRATION ACT SECTION 32(A) IN
UNDER MENTIONED:

SIGNED, SEALED AND DELIVERED BY THE VENDOR “MODI INFRA” a
Partnership Firm, through its Authorized Signatory,
Mr._____

THE SCHEDULE OF INDIAN REGISTRATION ACT SECTION 32(A) IN
UNDER MENTIONED:

SECOND PARTY/PURCHASER:-

(1) _____
