

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement made at Ahmedabad this _____ day of _____, 20____,

BETWEEN

FIRST PARTY
VEDNOR

:

ASCENT SKY INFRACON LLP a limited liability Partnership Firm, registered under the provisions of the section 12(1) of the Limited Liability Partnership Act – 2008, having its principal place of business at D – 507, Ganesh Meridian, Opp. Gujarat High Court, S. G. Highway, Sola, Ahmedabad – 380060, by and through its authorized Partner, **PAN: ABVFA6314M**, Age: Adult, Occupation: Business, of Place: Ahmedabad.

(Hereinafter in this Agreement for Sale referred to as **VENDOR / DEVELOPER / FIRST PARTY / SELLER**, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners of the said VENDOR their heirs, legal representatives, executors, administrators, successors and assigns etc. of the Party) of the **First Part**.

AND

SECOND PARTY : (1) Mr.....
PURCHASER

PAN No., AADHAR No.:

Aged: Adult, Religion: Hindu, Occupation:

Having Address at

(2) Mr.....

PAN No., AADHAR No.:

Aged: Adult, Religion: Hindu, Occupation:

Having Address at

Hereinafter in this Agreement for Sale collectively referred to as "**PURCHASER /SECOND PARTY / THE ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said "**PURCHASER**" and their heirs, legal representatives, successors and assigns) of the **Second Part**.

WHEREAS

- (A) The Vendor herein is absolute owner – occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of non-agricultural land of Final Plot No.105 admeasuring 6191.00 SQ.MT. (Corresponding to land forming part of Block No. 43 of Mouje: Chharodi) of draft Town Planning Scheme No. 57 (Oganaj – Gota – Jagatpur – Chharodi – Khodiyar - Khoraj) situate, lying and being at F.P. - 105, Block

No. – 43, T.P. – 57, Nr. Swarnim Stone, Opp. Chharodi Village, S.G. Highway, Ahmedabad – 382481 Mouje: Chharodi, Taluka: Ghatlodiya, in the Registration District Ahmedabad and Sub-District Ahmedabad-8 (Sola) hereinafter referred to as “the said land” in this Agreement for Sale and is more particularly described in the Schedule – I hereunder written.

- (B-1) Draft Town Planning Scheme No. 57 (Oganaj – Gota – Jagatpur – Chharodi – Khodiyar - Khoraj) of Ahmedabad Municipal Corporation (AMC) had been proposed to be made applicable to this land of Block No. 43 and as per the said draft Town Planning Scheme land admeasuring 6191.00 SQ.MT. of Final Plot No. 105 is allotted in lieu of said Block No. 43 (Ref. From No. ‘F’ issued by AMC).
- (B-2) The District Collector, Ahmedabad granted permission for transfer this land into old tenure from the new tenure for on-agricultural permission for multi-purpose vide his order No. 3210/07/17/049/2021 dated 25-11-2021. and also The District Collector, Ahmedabad granted non-agriculture multipurpose permission vide his order no. 3270/07/17/049/2021 dated 29-11-2021 for the said land F.P. - 105, Block No. – 43, T.P. – 57 admeasuring 6191.00 SQ. MT., Resultant mutation of this order is done in revenue record by a respectively mutation entry No. 3399 dated 25/11/2021 and 3400 dated 29-11-2021, which was certified by the authorized officer respectively.
- (B-3) The land bearing Block No. 43 of Mouje: Chharodi was originally belonging to Chehuji Ramaji Darbar and other - 8, Thereafter, **ASCENT SKY INFRACON LLP** (i.e. the Vendor herein) purchased the Non-Agriculture land Final Plot No. 105, Revenue Block No. 43, draft Town Planning Scheme No. 57 (Oganaj – Gota – Jagatpur – Chharodi – Khodiyar - Khoraj), Mouje: Chharodi, Taluka: Ghatlodiya, District: Ahmedabad from the said Chehuji Ramaji Darbar and other – 8 by and under a Sale Deed dated 23-12-2021, which has been registered in the office of the Sub-Registrar, Ahmedabad - 8 (Sola) under Serial No. 24249/2021 and on the basis of the said Sale Deed dated 23-12-2021, this land developed in name of **ASCENT SKY INFRACON LLP** (i.e. the Vendor herein) by a mutation entry No. 3427 dated – 24-12-2021, which was certified by the authorized officer respectively.

- (C) The Vendor is engaged in the business of the development of land and buildings and is carrying on the business in partnership since its constitution and is entitled to develop the project Land being part of the said Project Land.
- (D) WHEREAS, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (E) Ahmedabad Municipal Corporation (AMC) has sanctioned plans of construction of total two block on the said land of Final Plot No. 105 collectively admeasuring 6191 Sq. Mtrs. vide its No. (Plan approval Ref: 07874/071222/A6736/R0/M1 and 07875/071222/A6737/R0/M1, dated 10/04/2023). The Vendor shall be constructing two block consisting of residential flats therein. The details of such blocks to be constructed on the said land are as under: -

Plan Approved by AMC, Ref: Ref: 07874/071222/A6736/R0/M1 and 07875/071222/A6737/R0/M1, dated 10/04/2023.

Sr. No.	Block No.	Construction & Floors in each Block	Use
1	A And B	Basement – 3, Basement – 2, Basement – 1, Amenities on Ground Floor, First Floor (Unit No. A – 101, A – 102, A – 103 & A – 104 and B – 101, B – 102, B – 103 & B – 104 are connected with Open to Sky Terrace) to Nineteen Floor and Duplex Penthouse on 20 th Floor in Wing A and B with open to sky terrace), Terrace.	Residential Flats Only.

- (F) That, on the said land the Vendor has floated a Scheme of Residential and has carried out the development work of the said land by constructing of aforesaid blocks. The said Scheme of the Vendor is named and known as **“THE EMPIREAN”** containing two Block bearing no. A and B. There are 160 residential flats in aforesaid Block No. A and B. Whereas in Block No. A and B there are Four (4) flats from first (1st) floor to nineteenth (19th) floor, on First (1st) floor there are All Four Apartments/Flats (A – 101, A – 102, A – 103 & A – 104 and B – 101, B – 102, B – 103 & B – 104) are connected with

Open to Sky Terrace and Twentieth (20th) floor there are Four (4) Duplex Penthouse (A – 2001, A – 2002, A – 2003 & A – 2004 and B – 2001, B – 2002, B – 2003 & B – 2004) are connected with Open to Sky Terrace, and in The Basement – 1, Basement – 2 and Basement - 3 as shown in the plan shall be one and common for all these blocks.

- (G) That as per the said approved plan the VENDOR has commenced development of the said Project Land and the construction Residential Project named “**THE EMPIREAN**” hereinafter referred to as said “**Project**”) is completed by the Vendor they said Project consists of 2 (Two) number of Block A and B consisting of total 160 number of residential apartment / units and the construction detail is as per the Development Permission issued by designated authority attached herewith as **Annexure - A**.
- (H) As per the said project / scheme of THE EMPIREAN floated by the Vendor, the owner/s and occupier/s of residential flat/s on the first and top floor of any block will also be given exclusive rights to use and occupy the terrace portion adjoining to or attached with their respective flat, and shall not be doing any type of permanent or heavy structure construction in open to sky terrace. The Vendor has given full information about all these provisions made in Scheme and the Purchasers have confirmed that the Purchaser are well aware about such exclusive rights given / to be given to owner/s occupier/s of the flat on the first and top floor and the other Purchasers will not have any right on such terrace in any manner whatsoever.
- (I) AND WHEREAS 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 Ahmedabad (hereinafter referred to as the said “Authority”) and the said Authority has issued a Registration Certificate of Project dated/...../..... bearing reference No.- A copy of the said Registration Certificate is annexed herewith at **Annexure - B**.
- (J) In the said project known as “THE EMPIREAN”, the purchaser herein has/have expressed his/her/their desire for purchasing a residential apartment and the Vendor has agreed to sell **Apartment No.**, situated on **..... Floor** of “**.....**” **Block**, and admeasuring **.....SQ.FT (equivalent toSQ.MT.)** of RERA Carpet area,

hereinafter referred to as the **“Said Property / Apartment”** in this Agreement for Sale and more particularly described in the **Schedule-II** hereunder written. The detail of the RERA Carpet area (as per the said Act) of the said Property is as follows:

Block No.	Apartment / Unit No.	RERA Carpet Area Sq.Mtr.	Wash Area Sq.Mtr.	Balcony Area Sq.Mtr.	Open to Sky Terrace Area Sq.Mtr.

The above areas have been calculated on the basis of finished wall surfaces. **“RERA Carpet Area”** means the net usable floor of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment; [Explanation - For the purpose of this clause, the expression “exclusive balcony or veranda area” means the area of the balcony or veranda, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee: and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;]. The Purchaser/s is/are satisfied with the same and has/have no disputes in this regard. It is further clarified that the area of architectural projections is not included in the above area table.

(K) 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, copy of N.A. Use permission, copies of the plans, project specifications and such other documents as are specified under the said Act. The Purchaser/s has / 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 “THE EMPIIREAN” 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 has/have also verified the documents filed/uploaded by the Vendor with the said Authority and is satisfied with the same.

- (L) The Vendor and Purchasers has/have negotiated for the sale of the said Apartment 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 Apartment on the terms and conditions appearing hereinafter.

NOW THEREFOR, 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 APARTMENT AND PAYMENT OF PURCHASE CONSIDERATION:

- 2.1 The Purchaser is/are desirous of purchasing and acquiring from the Vendor, on what is commonly known as 'ownership basis', an **Apartment bearing No.**, situated on the **..... Floor of Block – "....."**, having RERA Carpet **Area of SQ.MT.** together with use and exclusive possession of:

- (i) Balcony area admeasuring **..... SQ.MT.** Wash yard area admeasuring **..... SQ.MT.** (hereinafter referred to as the said "Attached Area") in the Project known as "THE EMPIIREAN" situated on the said Project Land for the consideration and on the terms and conditions herein contained. The said Apartment and said Attached Area to the said Apartment are shown in red colour boundary line in the floor plan being **Annexure– C** annexed hereto.

- 2.2 In consideration of the Vendor, having agreed to sell and the Purchaser/s having agreed to purchase the said Apartment and the Attached area to the said Apartment, the Purchaser/s shall pay to the Vendor a sum of **Rs./- (RupeesOnly)** being the purchase consideration (hereinafter "the Purchase Consideration") which is calculated on the basis of the RERA Carpet Area of the said Apartment and includes proportionate price of undivided share in the Project Land also the proportionate price of the common areas and facilities of the said Project.

The nature, extent and description of the common areas and facilities are more particularly described in the **Schedule-III** annexed herewith.

2.3 The Purchaser/s has/have on or before the execution of this Agreement paid to the Vendor, in the following manner, a sum of **Rs...../- (Rupees Only)** being the earnest money (hereinafter referred to as “Earnest Money”), the receipt whereof is hereby admitted and acknowledged by the Vendor.

Sr. No.	Amount (in Rupees)	Cheque No.	Date	Bank Name	Branch
Total	/-	RupeesOnly			

[subject to realization of cheque(s)]:

2.4 The Purchaser/s has/have shall be paying towards such service tax / GST – as per the terms of this Agreement over and above the purchase consideration. However, if the transaction contemplated herein is cancelled for any reason and in the event of cancellation of this Agreement, before refunding any amount to the Purchaser, the Vendor shall deduct therefrom the total amount of service tax / GST which the Purchaser might have paid or the Vendor might have paid for service tax/ GST will be deposited with authorities on behalf of the Purchaser and the Purchaser shall not be entitled to demand such amount of service tax / GST from the Vendor.

2.5 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 instalments, time being the essence of this Agreement:

CONSTRUCTION BASED PAYMENT PLAN FOR 3 BHK		
SR NO	AMOUNT PAYBLE	PARTICULARS
SR. NO.	AMOUNT PAYBLE	PARTICULARS
1	Not exceeding 10% of the Total Purchase Consideration	At the Time of Booking
2	Not exceeding 30% of the Total Purchase Consideration	After the execution of Agreement

3	Not exceeding 45% of the Total Purchase Consideration	On completion of Plinth Level
4	Not exceeding 70% of the Total Purchase Consideration	On completion of the slabs including podiums and stilts of the building or wing
5	Not exceeding 75% of the Total Purchase Consideration	On completion of the walls, internal plaster, floorings and windows of the said apartment
6	Not exceeding 80% of the Total Purchase Consideration	On completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment
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.
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
9	Not exceeding 100% of the Total Purchase Consideration	At the time of handing over of the possession

NOTE: The abovementioned payment plan is only a sample plan. The same is subject to alteration/variation depending upon the terms of booking as may be agreed between the Vendor and the Purchasers.

2.6 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 Apartment or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Apartment 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.

2.7 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 Apartment. 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.

- 2.8 The Purchaser/s shall pay to the Vendor the instalments of Purchase Consideration mentioned herein above and/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.
- 2.9 The Purchaser/s agree/s 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.
- 2.10 The Purchaser/s authorizes the Vendor to adjust/appropriate all payments made by the Purchaser/s under any head(s) and in any order as the Vendor may deem fit and proper against any outstanding dues of the Purchaser/s under this Agreement and the Purchaser/s shall not raise any dispute in this regard.
- 2.11 Default by the Purchaser/s in payment of any charges as per clause - 3 / 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.
- 2.12 The Vendor shall confirm the final RERA Carpet area of the Apartment that has been agreed to be purchased by the Purchaser/s after the construction of the Building or Block in which the Apartment 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 RERA Carpet area, subject to a variation cap of three percent. If the variation in RERA Carpet area of Apartment is more than 3% then the Purchase Consideration payable for the RERA Carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the RERA Carpet area of more than 3%, then Vendor shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate of 6%, from the date when such an

excess amount was paid by the Purchaser/s. If there is any increase in the RERA Carpet area of more than 3% of the Apartment then the Vendor shall 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 Clause-2.2 of 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 "Society") for the effective management and maintenance of the common areas and facilities to be provided to the Purchasers of various residential Apartments (i.e. Apartments in Block No. A and B (from first floor to twentieth floor) in the said Project. However, for the purpose of convenience a separate Society or Association or Company shall also be formed for effective management and maintenance of residential units in the Project. The Purchaser herein along with other Purchaser(s) of residential Apartments in the Project shall join in forming and registering the Society to be known by such name as the Vendor may decide and for the Purchaser shall, for the purpose of formation of such Society, 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, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the Society. The Purchaser shall not raise any objection 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 further agree that he/she/they shall observe and follow the rules and regulations of the Society 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 Society for operation and maintenance of common facilities and amenities of the Project.
- 3.2 The Purchaser/s shall bear any GST or any tax payable on the maintenance deposits amounts. The above-mentioned Maintenance deposit shall be transferred by the Vendor in the name of the Society as and when it is

formed and functional. The Vendor shall not pay any interest on the aforesaid amount.

- 3.3 The Purchaser/s hereby agree/s that he/she/it/they shall also be liable to pay to the Vendor, the Purchaser's/Purchasers' share of stamp duty and registration fees payable for transfer of project land and/or title in common areas (as defined under the Act) in the Project in favor of the Society. If the Purchaser/s fails to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Monthly Maintenance / Maintenance Deposit paid by the Purchaser/s to the Society.
- 3.4 Over and above the amounts mentioned in the agreement to be paid by the Purchaser/s, the Purchaser/s shall on or before delivery of possession of the said Apartment shall pay to the Vendor or Society 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.
- 3.5 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 assures to hand over possession of the Apartment before **31/12/2027**, 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:
 - (i) Act of God e.g., fire, drought, flood, earthquake, epidemics, natural disasters; or
 - (ii) Explosions or accidents, air crashes, act of terrorism; or
 - (iii) Strikes or lock outs, industrial disputes; or

- (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labor or other intermediaries or due to any reason whatsoever; or
- (v) War and hostilities of war, riots, bandh or civil commotion; or
- (vi) 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
- (vii) 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 withhold, 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; or
- (viii) Any event or circumstances analogous to the foregoing.

- 4.3 Upon receipt of the Building Use Permission, the Vendor shall send a Notice to the Purchaser 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 Apartment to the Purchaser/s simultaneously upon execution and registration of conveyance/sale deed of said Apartment in favor of the Purchaser/s.
- 4.4 The Purchaser/s shall take possession of the Apartment within 15 days of the receipt of written notice from the Vendor to the Purchaser/s intimating that the said Apartment 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 Apartment is ready for use and occupancy, the Purchaser/s shall pay "Holding Charges" as may be fixed by the Vendor and shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.
- 4.5 The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the Vendor on the website of the Real Estate and

Regulatory Authority of Gujarat. The Purchaser/s has/have studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of Vendor may be modified or altered as may be advised by the Attorney-at-Law or Advocate to the Project as the nature and circumstances may require. The same without any reservation or objection shall be binding to the Purchaser/s.

- 4.6 If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on Vendor's demand against possession to be given by the Vendor to Purchaser as per applicable clauses of this Agreement.

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 Apartment to the Purchaser, except in Force Majeure condition, then the Vendor agrees to pay to the Purchaser/s who do/does not intend to withdraw, simple interest @ 6% per annum, 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 simple interest @ 6% per annum calculated from the date of receipt of each instalment. 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 make/s 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 simple interest @ 6% 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 Apartment to the Purchaser/s until entire dues are not paid by the Purchaser/s.

5.4 **Termination by the Vendor**

The Vendor shall have right to terminate this Agreement only in the following circumstances.

- (a) If the Purchaser/s is in breach of any of his/her/its obligations under this Agreement, including but not limited to making payment of the amounts as per the Payment Plan, Interest, Taxes as may be payable by the Purchaser/s in terms of this Agreement, other outgoings etc. within 15 (fifteen) days of the date of receipt of the letter issued by the Vendor, the Purchaser/s shall be deemed to be in default.

In the event of such default, the Vendor shall issue to the Purchaser/s notice of such default ("Default Notice") and the Purchaser/s shall be provided with a further period of 15 (fifteen) days from the Default Notice to cure the said default.

In the event that the Purchaser/s fails to cure such default within 15 (fifteen) days from the Default Notice (or such default is not capable of being rectified), the Vendor shall have the option to terminate this Agreement by sending a notice of termination by registered AD / speed post.

- (b) The Purchaser/s agrees not to do or cause to be done by any party known to him/it/her any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Project Land or the Vendor or its representatives. In the event the Purchaser/s does or any such act, deed or thing then the Vendor shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement by sending the notice of termination by registered AD / speed post.
- (c) In the event the construction of the wing or floor of the building in which the Apartment is located has been stopped for a period of more than 1 (one) year due to Applicable Law or otherwise, the Vendor shall have the option to terminate this Agreement by sending the notice of termination by registered AD / speed post.

After the termination notice, as referred above, the Vender shall have the right to terminate/ cancel the Agreement unilaterally by executing a cancellation deed in respect of this Agreement and shall unilaterally register the same with the concerned sub-registrar of assurances at the cost and expenses of the Purchaser/s.

5.5 Termination by the Purchaser/s

The Purchaser/s shall have the right to terminate this Agreement only in the following circumstances:

(a) Delay in possession beyond Scheduled Project Completion Date: Subject to the Purchaser/s having paid all the amounts due and payable under this Agreement, if the Vendor fails to offer possession of the Apartment within the Scheduled Project Completion Date, then:

- (i) Within 30 (thirty) days of expiry of the Scheduled Project Completion Date, the Vendor shall inform the Purchaser/s the revised date by which the Apartment is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser/s elects to terminate this Agreement, the date of offering the possession shall stand revised to and substituted by revised date communicated by the Vendor. The Vendor shall credit Interest to the Purchaser/s for the period between the expired period and the date on which possession is finally offered to the Purchaser/s; or
- (ii) Within 30 (thirty) days from expiry of the period, the Purchaser/s may by giving notice in writing elect to terminate this Agreement. Where the notice of termination of the Purchaser/s is not received by the Vendor within the aforementioned period of 30 (thirty) days from expiry of the period, the Purchaser/s shall be deemed to have elected to proceed in accordance and pursuant to the provisions of sub clause (i) above.

5.6 Consequences of Termination

(a) On a termination of this Agreement by either Party in accordance with the provisions of clause 5.4 (a) or (b) above, the Vendor shall refund to the

Purchaser/s (after the adjustment and/or recovery of agreed Liquidated Damages, Interest and/or any other amount which may be payable by the Purchaser/s under this Agreement), within a period of 45 (forty-five) days of the termination, such amounts which may till then have been paid by the Purchaser/s to the Promoter. The booking / allotment of the Apartment shall stand immediately terminated and the Purchaser/s shall have no right whatsoever with respect to the Apartment, save and except the right to receive the refund of the amount as mentioned above.

For avoidance of doubt, it is clarified that any amount paid by the Purchaser/s which has been utilized towards payment of taxes to any Authority shall not be refunded unless (and till such time that) the Vendor receives credit from the same from the relevant Authority.

- (b) On a termination of this Agreement in accordance with the provisions of clause 5.4 (c) or 5.5(a), the Vendor shall refund with Interest to the Purchaser/s, (subject to adjustment and recovery of agreed amounts which may be payable by the Purchaser/s under this Agreement), within a period of 45(forty-five) days of the termination, such amounts which may till then have been paid by the Purchaser/s to the Promoter.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser/s towards any taxes and/or any other government levy.

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 has obtained financial assistance from as Project Loan on the said Project of "THE EMPIIREAN" Scheme, but at the time of doing Sale Deed of the Apartment/s the vendor shall provide Final No Due Certificate from the Lender Company for the respective Apartment. Some of the Purchaser/s of Apartment/s in the said THE EMPIIREAN Scheme has taken finance/loan on his/her/their Apartment/s in the scheme in their personal capacity.

- 6.3 The Vendor states that the said land free from encumbrances, save as except, The Vendor has obtained financial assistance in form of Project Loan from
- 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 Apartment 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 set out in “**Annexure D**”, annexed hereto. 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 as mentioned in the annexure are basic in nature and there may be some changes in the color, design, pattern, texture etc.
- 6.8 The Vendor has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Society shall allot such parking spaces to each of the Apartment Purchasers/occupiers in such a manner that no injustice is done to any Apartment Purchasers/occupiers and all Purchasers/occupiers are treated at par. The Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and if permissible the Society may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The location (hollow plinth or basement or open) of parking space being allotted to the Purchaser shall be at the discretion of the Society and the Purchaser shall not raise any dispute in this regard. The Vendor /Society shall be entitled to take strict action against the

Purchaser/s, including imposition of fine, if they don't follow the parking rules. The Purchaser/s is/are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project.

- 6.9 If within a period of five years from date of Building Use Permission, the Purchaser/s brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment 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:
- a. If the cause of any such defect is not attributable to the Vendor or are beyond the control of the Vendor; or
 - b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
 - c. Vendor shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or colour variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier; or
 - d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Purchaser/s and to honour such warranties 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 Apartment / building, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Purchaser/Society, the Vendor shall not be responsible for any defects occurring due to the same.; or
 - e. If the Purchaser/s has/have defaulted in any of its representations or warranties as mentioned in clause 7 of this Agreement.
 - f. The Society or the Purchaser/s has/have not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/Vendor.

- g. The Purchaser/s has/have carried out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom and toilet etc. If any of such work/s is/are carried out then the defect liability automatically shall become void.
- 6.10 As per the provisions of the said Act, the Vendor shall transfer the title of the common areas in the Project to the Society and shall handover peaceful possession of the same to the Society.
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 Apartment or any part thereof or permit the same to be used only for residential 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 Apartment is ready for use and occupancy, the PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the RERA 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, 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 Society 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 Society as aforesaid.
 - 7.4 The Purchaser/s agree/s that though he/she/they shall become free, independent and absolute owners of the said Apartment, the said Apartment shall be used, occupied and transferred by him/her/them as per rules and regulations that shall be framed by said Society.

- 7.5 The Purchaser/s is/are aware that the other Apartments situated in the Project shall be transferred to other Purchasers in future, and agreements and Sale Deeds/Conveyance Deed will be made in favor of such other Purchasers. The Purchaser/s is/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 Society.
- 7.6 To maintain the Apartment at the Purchaser's / Purchasers' own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 7.7 Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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 his/her/their own cost carry out all internal repairs to the said Apartment and maintain the Apartment 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 Apartment is situated or the Apartment 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Society.
- 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment 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 Society 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 Apartment 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 Society regarding the occupancy and use of the Apartment in the Building and shall pay and

contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- 7.14 The Purchaser/s shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or buildings or any part thereof to view and examine the state and condition thereof. The Purchaser/s shall permit the Vendor 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.
- 7.15 The Purchaser/s do/does not get any right, title or interest in the said Apartment by virtue of this Agreement for Sale. The titles of the said Apartment 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 favor of the Purchaser/s. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Property or of the said Project Land and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terraces, common amenities, facilities and areas, will remain the Apartment of the Vendor until the same is transferred as hereinbefore mentioned.
- 7.16 The Purchaser/s hereby acknowledges that even after the Society 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 apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold Apartment shall be entitled to become member of the Society and use all common areas and facilities in the Project at par with other unit Purchasers/occupiers.
- 7.17 The Purchaser/s hereby agree/s that he/she/they shall not have any objection if any portion of the said Project Land is handed over to the company providing electric supply for putting an electric sub-station and the Vendor shall be entitled to give such part of the land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Vendor and the said company and the same shall be binding on the Purchasers and the Society.

- 7.18 The Vendor hereby declares that the Premium Floor Space Index available as on date in respect of the project land is 7429.20 and chargeable Floor Space Index is 3714.60 square meters only and Vendor has planned to utilize Floor Space Index of 34065.34 square meters by availing of TDR 22921.54 square meters 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 Vendor has disclosed the Floor Space Index of 34065.34 square meters as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

The Vendor shall not have any claim over FSI., Addition FSI., Common Area and Terrace Rights After Building Use Permission has been Obtained, such right if any will be enclosed by society or the Purchasers.

- 7.19 The approved layout/plans shown to the Purchaser/s at the time of signing of this Agreement is subject to change / variation / modification in approval plan as per rules and regulation of RERA. The Purchaser/s has/have also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product.
- 7.20 The Purchaser/s hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/development being made in the THE EMPIIREAN Project. The Purchaser/s hereby covenants that the Vendor shall be entitled to develop the said THE EMPIIREAN 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 THE EMPIIREAN Project in the manner it desires and the Purchaser/s shall extend all the co-operation to the Vendor for the same.

- 7.21 The Purchaser/s of the Apartments after the formation of the Society or company or an association (as the case may be and hereinafter referred to as 'the Society') shall be admitted by such Society as members and shareholders with the same rights and the same benefits and subject to the same obligations as those of the other Purchaser who may already be the members of the Society without any reservation or conditions or any other payments save and except normal entrance fees, share money.
- 7.22 The Vendor have informed the Purchaser/s and the Purchaser/s hereby agree/s and confirm/s that the Vendor shall not be liable to pay maintenance and all other charges of any nature whatsoever of the unsold Apartments, however they shall be liable to pay their share of Panchayat Taxes only relating to the unsold Apartments. The Purchaser and/or the Society shall not call upon the Vendor, to pay maintenance and/or any other charges of the unsold Apartments. It is further agreed that the Vendor shall pay directly, Panchayat Taxes if any, of the unsold Apartments, to the AMC or in the case of the said AMC issuing a joint bill, the Purchaser or the said organization shall intimate the Vendor on receipt of such bill for Panchayat Taxes in writing requesting them, to pay Panchayat Taxes or the unsold Apartments which shall be paid by the Vendor.
- 7.23 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold/remaining Apartments and car parking spaces after allotting the Apartments and car parking spaces to the Purchasers etc. shall at all times, including after the formation and registration of the Society and/or after the conveyance/transfer of the project land / common areas be and remain the absolute Property of the Vendor and the Vendor at their sole discretion may become member/s of the Society in respect thereof.
- 7.24 The Vendor shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold Apartments in any manner and at any point of time for such consideration and on such terms and conditions as they may in their sole

and absolute discretion deem fit and proper; to any person or party of their choice and neither the Purchaser/s herein, nor the Society shall object or dispute the same.

- 7.25 On the Vendor intimating to the Society of the name or the names of the Purchasers of such unsold Apartments, the Society shall forthwith accept and admit such Purchasers as their members and/or shareholders and shall also allot parking slot to such Purchaser/s and shall forthwith issue share certificate and other necessary documents in their favor, without raising any dispute or objection to the same and without charging/recovering from them any fees, donation, contribution or any other amount of whatsoever nature in respect thereof.
- 7.26 In the event of the Society being formed and registered before the sale and disposal by the Vendor of all the Apartments in the said Project to be developed on the Project of land, the power and authority of the Society shall be subject to the overall authority and control of the Vendor over any of the matters concerning the said Project, the construction and completion thereof and all amenities appertaining to the same and in particular the Vendor shall have absolute authority and control as regards the unsold Apartments and the disposal thereof. The Society shall be liable to admit Purchaser of such Apartments as its members without asking any transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other Purchasers.
- 7.27 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 Project Land.
- 7.28 Further before execution of these presents (i.e. the present Agreement for Sale) the purchaser has/have read this Agreement for Sale and fully understood each and every clause and content of the said Agreement for Sale and has/have fully agreed to each and every details, terms conditions and obligations mentioned in this Agreement for Sale.
- 7.29 The Purchaser/s will have to bear any Betterment charges or AMC/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.

- 7.30 The Purchaser/s will bear and pay all present and future, applicable charges, property / municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC and/or local authorities after the date of Building Use permission in respect of the Said Property.
- 7.31 If the Purchaser/s shall desire to obtain loan from any financial institution / bank (the "Institution") to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the Vendor, the Purchaser hereby give consent / permission for the same. The Vendor will be entitled to claim and receive such payment directly from the Institution and the Purchaser/s hereby give/s irrevocable consent for the same to Vendor and Institution. Such disbursements made by the Institution to the Vendor shall be debited by Institution to loan account of Purchaser/s and to be received by Vendor towards the Consideration and other amounts to be received under this Agreement.
- 7.32 Not to fix or install any antenna on the roof or terrace or balcony of the said Scheme nor shall fix any window antenna, window air conditioners and/or exhaust fans except the demarcated area provided by the Owner/Promoter. The Purchaser/s will only be able to use particular vendor (Internet Provider & Dish TV) that are available through the Owner / Promoter. If any other services are subjects to approval by the Vendor/ Owner/ Developer.

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 signs and delivers 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 and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser/s 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 price, 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 apartment/plot/building, as the case may be.

10. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement, he shall not mortgage or create a charge on the said Property 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 Purchaser/s who has taken or agreed to take such Apartment.

11. RIGHT TO AMEND

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

12. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

13. 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.

14. 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:

Name of Purchaser/s	
Purchaser/s Address	
Notified Email ID	

Name of Vendor	ASCENT SKY INFRACON LLP
Vendor Address	F.P. - 105, Block No. – 43, T.P. – 57, Nr. Swarnim Stone, Opp. Chharodi Village, S.G. Highway, Ahmedabad – 382481.
Notified Email ID	

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, as the case may be.

15. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchasers.

16. 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.

17. STAMP DUTY AND REGISTRATION FEES:

The expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, miscellaneous expenses, etc. in respect of this Agreement for Sale and deed of Conveyance shall be borne by the Purchaser 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.

18. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to the Regulatory Authority appointed under the Act.

SCHEDULE – I

(Description of Project Land)

All that piece or parcel non-agriculture land forming part of Final Plot No. 105 admeasuring 6191.00 SQ.MT. (corresponding to land forming part of Block No. 43 of Mouje: chharodi) of draft Town Planning Scheme No. 57 (Oganaj – Gota – Jagatpur – Chharodi – Khodiyar - Khoraj) situate, lying and being F.P. - 105, T.P. –

57, Block No. – 43, Nr. Swarnim Stone, Opp. Chharodi Village, S.G. Highway, Ahmedabad - 382481, in the Registration District Ahmedabad and Sub-District Ahmedabad-8 (Sola) which is bounded as follows:

Block No. 43, T.P. 57, F.P. – 105

On the East by : Final Plot No. 205 Land
 On the West by : Final Plot No. 104/1 Land
 On the North by : Final Plot No. 106 and 107 Land
 On the South by : 30.00 MTR TP ROAD

SCHEDULE-II

(Description of said Property hereby sold)

All that **Property** of **APARTMENT** bearing No. situated on the **Floor of Block -** admeasuring about**SQ.FT.** **(Equivalent to SQ.MT.)** Built-up area in **THE EMPIREAN** Building, (which is being developed / constructed on the Project Land, described in Schedule-I herein) having a RERA Carpet area (as defined under the Act) of**SQ.MT.** (Equivalent to**SQ.FT.**) and other appurtenant areas for the exclusive use of **Wash yard** area admeasuring **SQ.MTRS.**, **OPEN SKY TO TERRACE** admeasuring **SQ.MTR.** and **Balcony** area admeasuring **SQ.MTR.**, together with proportionate and undivided share of **SQ.MTRS.**

Block No. - **Unit No.-** **Floor –**

On the East by :
 On the West by :
 On the North by :
 On the South by :

SCHEDULE – III

(Description of Common Areas and Facilities)

- As per Plan Approved by AMC, Ref: Ref: 07874/071222/A6736/R0/M1 and 07875/071222/A6737/R0/M1, dated 10/04/2023.

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 **OWNER / VENDOR /PROMOTER:**

ASCENT SKY INFRACON LLP,

Represented through its Authorized Partner:-

MR.....

In the presence of:-

1. _____

2. _____

ANNEXURE – A

AMC APPROVED COMMENCEMENT LETTER BLOCK –

ANNEXURE - B

RERA REGISTRATION CERTIFICATE

ANNEXURE–C

FLOOR PLAN & UNIT AREA PLAN

BLOCK – “.....” FLOOR PLAN: -FLOOR PLAN

UNIT PLAN FOR BLOCK –, FLAT NO. –

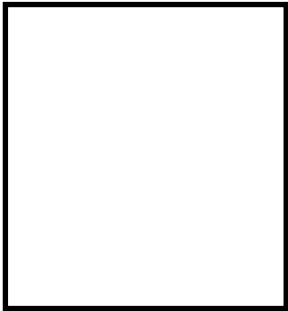
ANNEXURE–D

DETAILS OF SPECIFICATIONS

Schedule under sec. 32 (A) of the Registration Act:-

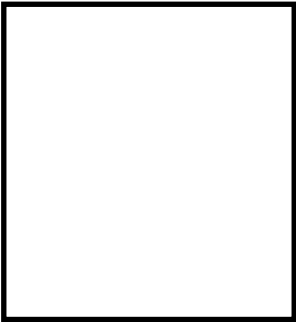
SIGNED SEALED AND DELIVERED by the within named VENDOR ASCENT SKY
INFRACON LLP by and through its Authorized Partner of

(.....)

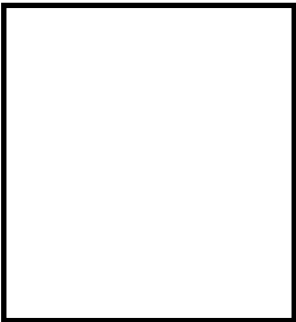


SIGNED SEALED AND DELIVERED by the within named **PURCHASER /**
ALLOTTEE:-

(.....)



(.....)



RECEIVED of and from the within named Purchaser/S.....and
....., a sum of **Rs.**/- (**Rupees**
..... **Only**) paid on or before execution of these presents by the
Purchaser/s to the Vendor being the earnest money/Advance of these presents in
the presence of:-

1. _____

2. _____

Rs._____

I SAY RECEIVED,
For, ASCENT SKY INFRACON LLP (Vendor)

(.....)
(Authorized Partner)