

AGREEMENT TO SELL
(WITHOUT POSSESSION)

This AGREEMENT TO SELL is executed at AHMEDABAD on this__ day of August, 2019 BETWEEN
IMPULSEINFRABUILD(PanNo.AAGFI6189N)APartnership

Firm, having its office at : 905/906, 9th Floor, Arista Business Space, Nr. Armidia Clinic,
Bodakdev, Ahmedabad through its Authorized Partner Mr. (hereinafter referred to
as "THE VENDOR") which expression shall unless it be

repugnant to the context or meaning thereof be deemed to include its partners, legal representatives, executors and successors) of "THE FIRST PART".

AND

..... (Pan No., Aadhaar No.)
.....) Age Years, by Religion Hindu, Occupation
....., residing at : Hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, legal representatives, administrators, executors and successors) of "THE OTHER PART".

WHEREAS :

That the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the Non-agricultural land bearing Survey No. 11/6 admeasuring 607 sq. mtrs. and Survey No. 22 admeasuring 6880 sq. mtrs. and Final Plot No. 19 admeasuring 4492 sq. mtrs. of Draft Town Planning Scheme No. 65 (Tragad-Jagatpur-Chandkheda-Chenpur- Ranip) residential purpose of Mouje TRAGAD, Taluka Ghatlodia in the District of Ahmedabad & Registration Sub-District of Ahmedabad-8 (SOLA) (Hereinafter referred to as "the said Entire Land / Project Land").

That scheme of plan approved by Ahmedabad Municipal Corporation vide its Rajachitthi No. 02121 / 270219 / A2007 / R0 / M1, dated- 01/07/2019 and Rajachitthi No. 02123 / 270219 / A2008 / R0 / M1, dated- 01/07/2019 and Rajachitthi No. 02124 / 270219 / A2009 / R0 / M1, dated- 01/07/2019 and Rajachitthi No. 02125 / 270219 / A2010 / R0 / M1, dated- 01/07/2019. That the said land is Non-Agricultural land as per Order No. EST / NA / T.N.A. / Tatkal / SR-362 / 2013, dated- 24/01/2014 issued by the District Collector, Ahmedabad and N. A. Use permission for the said entire land was granted.

AND WHEREAS the Vendor has proposed to construct on the project land and on the said project and for Block No. 'A' TO 'F' there are 7 (Seven) Floors.

AND WHEREAS the Vendor has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No. authenticated copy is attached in Annexure 'A';

AND WHEREAS the Vendor have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Vendor has sole and exclusive right to sell the Flats/Units in the said scheme constructed by the Vendor on the project land and to enter into Agreement/s with the purchaser/s of the Flat/Unit to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the purchaser, the Vendor have given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor's Architect namely Ku-Ke Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by Hiren Raval & Associates, Advocates of the Vendor, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Flats/Units are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B' and 'C', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Vendor and according to which the construction of the buildings and open spaces

are proposed to be provided for on the said project have been annexed hereto and marked as Annexure 'D-1'.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Unit agreed to be purchased by the purchaser, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'D-2'.

AND WHEREAS the Vendor have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS the Vendor have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the purchaser has applied to the Vendor for acquire of Flat/Unit No.

..... admeasuring sq. ft. i.e. Sq. Mtrs. (Carpet Area) onth Floor of Block "....." situated in a building known as "AARYAN EMERALD" together with undivided and undemarcated share, forming part in the said land and right to use common amenities and common facilities and parking in the said scheme (hereinafter referred to as the said "Scheme / Project / Building").

AND WHEREAS the carpet area of the said Flat/Unit is square meters and "carpet area" means the net usable floor area of Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat/Unit for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat/Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, prior to the execution of these presents the purchaser has paid to the Vendor a sum of Rs...../- (Rupees Only), being part payment of the sale consideration of the Flat/Unit agreed to be sold by the Vendor to the purchaser as advance payment or application fee (the payment and receipt whereof the Vendor doth hereby admit and acknowledge) and the purchaser has agreed to pay to the Vendor, the balance of the sale consideration in the manner hereinafter appearing.

Received a sum of Rs...../- (Rupees Only) as under.

Rs...../- (Rupees only) paid by the purchaser/s to the vendor bearing
Cheque No. dated by
..... Bank, Branch, Ahmedabad, the vendor doth hereby
acknowledge the receipt thereof.

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Rs...../- (Rupees only)

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In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agree to sell and the purchaser hereby agree to purchase the Flat/Unit.

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

1. The Vendor shall construct the said building/s consisting of basement and ground floor to 7 floors respectively on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect

the Flat/Unit of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2. a. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Flat/Unit No. admeasuring sq. ft. i.e. Sq. Mtrs. (Carpet Area) onth Floor of Block “.....” situated in a building known as "AARYAN EMERALD" situated at Tragad, Ahmedabad together undivided and un- demarcated share in the land as shown in the layout plan thereof hereto annexed and marked Annexure D-1 and D-2 for the consideration of Rs...../- (Rupees only) excluding GST, Stamp Duty, Registration Charges as applicable including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule hereunder written. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces).
- b. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell wash area admeasuring sq. mtrs. forming part of the Flat/Unit including above consideration.
3. The Purchaser has paid on or before execution of this agreement a sum of Rs...../- (Rupees only) as advance payment or application fee and hereby agrees to pay to that Vendor, the balance amount of Rs...../- (Rupees only) as per rules and regulation of the RERA Act and as per the Booking Form signed at the time of booking the flat/unit with detailed payment terms and conditions and at the time of possession and execution of Deed of Conveyance in respect of the said property by the Vendor in favour of the Purchaser.
4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project

payable by the Vendor) up to the date of handing over the possession of the Flat/Unit.

5. The Total Price 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. The Vendor undertakes and agrees that while raising a demand on the Purchaser 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, which shall only be applicable on subsequent payments.
6. The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. If there is any reduction in the carpet area within the defined limit then the Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of SBI MCLR + 2%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser 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.
7. The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

8.

- a. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Unit.
- b. Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Flat/Unit to the Purchaser and the common areas to the association of the purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor.

9. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 8085.60 sq. mtrs. only and the Vendor has planned to utilize Permissible chargeable FSI Floor Space Index of 12128.40 sq. mtrs. By availing of TDR or FSI Available on payment of premium or FSI Available as incentive FSI by implementing various schemes as mentioned in development control regulation or based on expectations of Increased FSI which may be available in future on modification to development control and regulations which are applicable to the said project. The Vendor have disclosed the Floor Space Index of 11977.02 sq. mtrs. as proposed to be utilized by them on the project land in the said Project and Purchaser has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flats/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 promoter only

10. (i) If the Vendor fails to abide by the time schedule for completing the project and handing over the Flat/Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest as SBI MCLR +2%, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the

Vendor.

(ii) Without prejudice to the right of the Vendor to charge interest in terms as above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Vendor shall at its own option, may terminate this Agreement:

11. Provided that, the Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the Purchaser, of its 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 fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, the Vendor shall be entitled to terminate this Agreement.
12. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to terms and conditions mentioned in the Booking Form) within a period of thirty days of the termination, the installments of sale consideration of the Flat/Unit which may till then have been paid by the Purchaser to the Vendor.
13. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Vendor in the said building and the Flat/Unit as are set out in Annexure 'E', annexed hereto.
14. The Vendor shall give possession of the Flat/Unit to the Purchaser on or before 31ST day of December, 2021 If the Vendor fails or neglects to give possession of the Flat/Unit to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor

shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the Flat/Unit with interest at the same rate as may mentioned as above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid subject to deduction of all taxes and government liabilities, which were paid by vendor.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of Flat/Unit on the aforesaid date, if the completion of building in which the Flat/Unit is to be situated is delayed on account of—

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

15. 1. Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat/Unit to the Purchaser in terms of this Agreement to be taken within (.....) months from the date of issue of such notice and the Vendor shall give possession of the Flat/Unit to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
2. The Purchaser shall take possession of the Flat/Unit within days of the written notice from the Vendor to the Purchaser intimating that the said Flats/Units are ready for use and occupancy:
3. Failure of Purchaser to take Possession of Flat/Unit: Upon receiving a written intimation from the Vendor as per clause 15.1, the Purchaser shall take possession of the Flat/Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Flat/Unit to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 15.2 such Purchaser shall continue to be liable to pay

maintenance charges as applicable.

4. If within a period of five years from the date of handing over the Flat/Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Flat/Unit or the building in which the Flats/Units are situated 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 shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act.

16. The Purchaser shall use the Flat/Unit or any part thereof or permit the same to be used only for purpose of residential/commercial.
17. The Purchaser along with other purchaser(s) of Flats/Units in the building shall join in forming and registering the Service Society to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Service Society and for becoming a member, 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 common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies.
 - (i) The Vendor shall, within Three months of registration of the Service Society as aforesaid.
 - (ii) Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Flat/Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit) 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution towards the outgoings.

- (iii) The Purchaser shall pay Rs...../- (plus applicable GST / Taxes) maintenance charges for (.....) months to the society at the time of execution of the sale deed of the flat/unit. And maintenance charges shall start from the date of obtaining Building Use Permission by the Vendor. The Purchaser shall pay Rs...../- as maintenance deposit to the society at the time of execution of the sale deed.
- (iv) The purchaser/s and its transferees shall not be entitled to put sign boards, advertisement boards, neon boards, TV dish antenna, air conditioner, water tank, geyser or any type of machines & equipments etc., on the terrace.
- (v) The purchaser shall have no right to use the open space or common area for Electric Cables, Data Cables, TV cables, Telephone Cables or any cable and water pipeline and drainage system and the said system to put up as per plan of the scheme.
- (vi) That, the purchaser shall have no right to transfer the said Flat/Unit premises on the basis of booking agreement or allotment letter.
- (vii) The Vendor shall provide One Allotted Car Parking to the purchaser. That, the Vendor shall have right to allot the parking as per availability of the parking space.
- (viii) That, the purchaser indemnify to the vendor whenever the property in question is sold to any person, body or authority, they will obtain prior permission from the Service Society and without prior permission of the Service Society, the purchaser cannot sell said property to any person, body or authority.
- (ix) Lift usage only for members, customers and employee and it will not be used for any goods and material supply.

18. Over and above the amount mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Vendor 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.

19. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- I. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- II. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- III. There are no encumbrances upon the project land or the Project except project loan on the scheme of the Bank;
- IV. There are no litigations pending before any Court of law with respect to the project land or Project;
- V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- VI. The Vendor has the right to enter into this Agreement and has not

- committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- VII. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
 - VIII. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Flat/Unit to the Purchaser in the manner contemplated in this Agreement;
 - IX. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - X. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
- 20. The Purchaser/s or himself/themselves with intention to bring all persons into whose hands the Flat/Unit may come, hereby covenants with the Vendor as follows :-
 - 21. To maintain the Flat/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.

22. Not to store in the Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
23. To carry out at its own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
24. Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/Unit without the prior written permission of the Vendor.

25. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
26. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the project land and the building in which the Flat/Unit is situated.
27. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit is situated.
28. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Unit by the Purchaser for any purposes other than for purpose for which it is sold.
29. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Unit until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
30. The Purchaser shall observe and perform all the rules and regulations which the Service 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 Flats/Units 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 shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-

goings in accordance with the terms of this Agreement.

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats/Units or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him.

32. THE VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement, they shall not mortgage or create a charge on the Flat/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Flat/Unit.

33. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the 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 30 (thirty) days from the date of its receipt by the Purchaser 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 for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever (subject to terms and conditions mentioned in the Booking Form).

34. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Flat/Unit as the case may be.

35. RIGHT TO AMEND

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

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

37. SEVERABILITY

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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

38. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in

proportion to the carpet area of the Flat/Unit to the total carpet area of all the Flats/Units in the Project.

39. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

40. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Vendor, which may be mutually agreed between the Vendor and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

41. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

42. That, the purchaser shall pay legal charges of the Ahmedabad Municipal Corporation and amount to be paid to the Torrent Power Limited, Maintenance Deposit, Goods and Service Tax and Taxes of Government / Semi Government which will be decided by the Vendor.

43. That in case the Purchaser will not pay balance sale consideration to the Vendor within the time limit then in such case the Vendor shall have right to demand **SBI MCLR +2%** interest on the due amount up to three (3) months and thereafter the Vendor shall have right to cancel the said transaction and to repay amount of sale consideration which has been deposited by the Purchaser to the Vendor, after Rs...../- deduction from the said amount subject to after rebook the said flat/unit to the other person and to get booking amount from the said person and thereafter the purchaser shall have no right on the said property.

44. That, the said scheme always be known as “AARYAN EMERALD” and purchaser shall have no right to change its name in any manner.
45. The purchaser/s shall not make any changes in the elevations and outside colour scheme of the said flat/unit and shall not decorate the exterior of his premises and not to changes in the premises which is damaged to the structure of the building. As also shall not put shed on the window without prior consent of the service society.
46. If any penalty, premium or any other charges are levied by AMC or any other authority in respect of any additions or alterations already part of the said Flat/Unit at present or that may be made hereafter, the same shall be borne and paid by the purchaser/s, if the same are concerning to the purchaser/s, and if the same is of common nature, by the purchaser/s in common with others.
47. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Purchaser Name -
Purchaser Address-
Purchaser Email Id -

Vendor Name - IMPULSE INFRABUILD
Vendor Address - 905/906, 9th Floor, Arista Business Space, Nr.
Armidia Clinic, Bodakdev, Ahmedabad
Vendor Email Id -

It shall be the duty of the Purchaser 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.

48. **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 which shall for all intents and purposes to consider as properly served on all the Purchasers.

49. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the purchaser.

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

51. 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 will have the jurisdiction for this Agreement.

52. That in any circumstances this agreement to sell to cancel by mutual understanding or otherwise, then in such case stamp duty and registration fee shall be borne and paid by the Purchaser only.

53. That the Vendor shall have right to take project loan from the any bank / financial institutions / company for the development of business against the security of project land / property. However at the time of execution of Sale Deed of the property no objection certificate for sale of the Flat/Unit to be obtained from the said financial institutions / company / bank.

IN WITNESS whereof the Vendor and the Purchaser have executed set and subscribed their respective signatures in the manner hereinafter appearing at the place on the day and the year first herein above written.

DETAILS OF PAYMENT OF THE TOTAL SALE CONSIDERATION AS ON THE DATE HEREIN)

Installment Payment Plan

1. Total sale consideration (excluding taxes and cesses like GST etc and excluding other charges (Rupees_____))

Sale Consideration Payable

Applicable taxes shall be paid with each installment of consideration, applicable taxes, cesses GST and other levies, taxes & duties in present or in future shall be borne by the Purchaser. Purchaser has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs

(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

IF THE PURCHASER MAKES ANY DEFAULT IN MAKING PAYMENT THAN SBI MCLR +2% INTEREST RATE FOR DELAYED PAYMNT WILL BE ATTRACTED.

FOURTH SCHEDULE
(Payment of Other Charges by the Purchaser)

Details	Amount (in Rs.)	To be Paid to
Maintenance Deposit		The Promoter OR Service Society
Maintenance Advance		The Promoter OR Service Society
Service Society Formation Charges	Rs. 1000/- per Unit	The Promoter OR Service Society

In the case of levy of any development charges/Service Tax/VAT and/or applicable GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Purchaser.

-: SCHEDULE-I ABOVE REFERRED TO :-
(Description of Property)

ALL THAT undivided proportionate share to the extent of Sq. Mtrs., in the piece and parcel of Non-Agricultural Land bearing Survey No. 11/6 admeasuring 607 sq. mtrs. and Survey No. 22 admeasuring 6880 sq. mtrs. and Final Plot No. 19 admeasuring 4492 sq. mtrs. of Draft Town Planning Scheme No. 65 (Tragad-Jagatpur- Chandkheda-Chenpur-Ranip) residential purpose of Mouje TRAGAD, Taluka Ghatlodia in the District of Ahmedabad & Registration Sub-District of Ahmedabad-8 (SOLA)together withsuperstructure being Flat/UnitNo.....admeasuring.....sq.ft.

i.e. Sq. Mtrs. (Carpet Area) and Wash Area admeasuring sq. mtrs. i.e.

..... sq. mtrs. onth Floor of Block “.....” situated in a building known as "AARYAN EMERALD" situated at Tragad, Ahmedabad.

The property having above description and title to hold, occupy, enjoy and otherwise deal with the property along with easements and parking space, common passage & Lift rights and common private approached road and common plot with common rights to bring vehicles and also to take water, drainage connection pipes etc.

SIGNED AND DELIVERED BY WITHIN NAMED

"THE VENDOR" :

IMPULSE INFRABUILD,

a Partnership firm through its Authorized

Partner :-

(Mr.)

IN THE PRESENCE OF...

1. _____

2. _____

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT

<u>VENDOR:</u>	Photo	Thumb Impression
IMPULSE INFRABUILD, a Partnership firm through its Authorized Partner :-		

(Mr.) PURCHASER:

.....