

AGREEMENT FOR SALE
[WITHOUT POSSESSION]

This Agreement For Sale is made at the _____ day of _____, 2022

BETWEEN...

Ravani Realty, a Partnership Firm [PAN: AACFZ3211A]

having its registered office at: **GREEN SERENE**,

DUMAS ROAD, MAGDALLA, SURAT, Gujarat

through its authorized partner;

Mr. Ravikumar Virjibhai Ravani

Aged About 37 Years, Occupation Business, Hindu By Caste
Residing At A-23, Trikamnagar Society, Lambe Hanuman
Road, Surat

Explanation for authorized partner; That the Partners of the Ravani Realty, a Partnership Firm have executed supplementary partnership deed on 24.06.2022. The said supplementary partnership deed registered in the office of registrar of assurance vide registration No: 16804 Dated:- 04.08.2022. And by virtue of the said supplementary partnership deed partners of the said firm **unanimously appointed Mr. Ravi Virjibhai Ravani as authorized partners** of the said firm under the **Clause No: 9** of said deed.

THE FIRST PARTY:

(Hereinafter referred to as the **Party of the Second Part / Promoter**, which expression shall unless it to be repugnant to the context or meaning thereof shall mean and include party of the second part partnership firm itself, its present & future partners, their legal heirs, transferees, assignees, executors, administrators, authorized representatives, successors etc. all from time to time).

AND...

1. MR.

Age about: _____ years, Occupation: _____, Hindu by caste,

Residing at: _____, Surat.

PAN:

ADHAR NO:

2. MR.

Age about: _____ years, Occupation: _____, Hindu by caste,

RESIDING AT: _____, **SURAT.**

PAN:

ADHAR NO:

THE SECOND PARTY:

(Hereinafter referred to as the **PARTY OF THE FIRST PART or ALLOTTEE**, which expression shall unless it to be repugnant to the context or meaning thereof shall mean and include herself, her legal heirs, transferees, assignees, executors, administrators, authorized representatives, successors etc. all from time to time).

Whereas, the promoter/developer & the allottee shall be collectively referred to as “the parties” and individually referred to as “the party”.

- (A) That the **Ravani Realty** a partnership firm owner of Non Agriculture land bearing Revision Revenue Survey No: 7/1/Paiki 1, T. P. Scheme No: 4 (Rundh-Magdalla), **Final Plot No: 6 Paiki eastern side portion admeasuring about 3968.00 Square Meter** of Village: Magdalla, Taluka: Majura, District: Surat. Thereafter, Ravani Realty, a Partnership Firm got the development permission from Surat Municipal Corporation vide Rajachiththi No: TDO/ DP-1/ No: 150 Dated: 27.09.2018.
- (B) The Promoter is fully competent and totally authorized to construct this project and for the said land all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is organized have been completed wherein construction of residential buildings consisting of **Towers and Floors in each building** shall be done and this scheme is given name **“Green Serene”**.
- (C) The Promoter has obtained final layout plan / Development / Construction permission from Surat Municipal Corporation vide Construction Permission vide Rajachiththi No: TDO/ DP-1/ No: 150 Dated: 27.09.2018 to start the said project. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section-14 of the RERA Act and other laws as applicable;
- (D) The Promoter has registered the Project under the provisions of the Act with the Real Estate (regulation & Development) Act 2016 from the Authorized officer vide **Reg. No. PR/GJ/SURAT / SURAT CITY/SUDA/RAA...../..... date** and the copy of the said registration certificate is produced vide **Annexure-(1)**.
- (E) The allottee has inspected all title documents for the project land / construction plan / specification, which are prepared by **Architect Mr. Sanjay Josshi and Structure Engineer JW Consultant LLP** and such other documentary evidence are formed under the Real Estate (regulation & Development) Act 2016 and the policy and rules made thereunder and the allottee is totally satisfied with it.
- (F) The Certified copy of the Title Report Certificate given by Advocate Bhargav K. Bheda, records of rights showing ownership, revenue record (Village form no.7/12, Form No: 6 and 8/A etc.) extract of certified copies of city survey record or other any related record of rights on which **high-rise residential building** construction is done/to be done, all such records are examined by the allottee / the first party and for which the allottee is satisfied with it.
- (G) The lay-out plan/project construction authorized copies as

suggested by the promoter and the manner in which the construction is applied for and the open land kept for the project the said local authority/layout plan approved by Surat Municipal Corporation / Construction plan copies are checked by the allottee and for which the allottee is satisfied with. Buyer and the first party / Allottee has shown plan and specification authorized copies in **Annexure-2**.

- (H) The said promoter has as per the above approved building construction permission and as per the approved plans, has started proposed project construction and on completion of the said construction Building Completion Certificate or Occupancy Certificate of the said Building shall be obtained.
- (I) The Project land which is mentioned in **Schedule-1** in the said land the first party promoter is an independent owner, occupier and as per it for residential purpose high-rise Flat construction is to be made on the said project land and to sale the flats in the said flat, execute agreement and to obtain sale consideration the first party have absolute right.
- (J) The Allottee has applied for **Flat No: as per sanctioned plan (As per Site Flat No:)** admeasuring sq. mtr. carpet area and built up area sq. mtr. and Wash Area sq.mtr. and Balcony Area sq.mtr. on Floor in **Building No:** situated in **“Green Serene”**.
- (K) The allottee has been allotted **Flat No: as per sanctioned plan (As per Site Flat No:)** admeasuring sq. mtr. carpet area and built up area sq. mtr. and Wash Area sq.mtr. and Balcony Area sq.mtr. on Floor in **Building No:** situated in **“Green Serene”**, along with covered parking / common parking as per applicable law and of prorata share in the common areas and amenities (**“Common Areas”**) as defined under Section-2 of the RERA Act, more particularly described in **Schedule- 2**.
- “Carpet area”** means the net usable floor area of apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area, and exclusive open terrace area, but includes the area covered by the internal partition walls of apartment.
- (K) 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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell the flat (Along with parking rights) and the Allottee

hereby agrees to purchase the [Apartment/Plot] as per the details mentioned in **Schedule-A**.

AND WHEREAS, prior to the execution of these presents the Second party has paid to the first party a sum of **Rs...../- (Rupees only)**, being part payment of the sale consideration of the flat agreed to be sold by the first party to the second party as earnest money as per following details and the same is received by the first party and the first party hereby admit and acknowledge the same and the second party has agreed to pay to the first party the balance of the sale consideration in the manner hereinafter appearing.

DETAILS OF PAYMENT OF EARNEST

Sr.No.	Bank Name	Cheque No.	Date	Amount in Rs.
			Total Rs.	

AND WHEREAS, under section 13 of the said Act the first party is required to execute a written Agreement for sale of said flat with the second party, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The First party shall construct the said building/s consisting of basement and ground floor and above it floors one like buildings, (Building identified by sign of A, B etc) as per Surat Municipal Corporation approved plans, Structure Engineer designs and advice construction is commenced.

The first party promoter has at present in the said land subject to local authority rules have approved the construction plans and therefore the first party promoter declares that subject to time to time changes in GDCR the plan shall be revised by the first party. As per present provision the FSI entitled for construction is organized and as per the respective GDCR FSI is approved and as per the said calculation construction is commenced with structure. Therefore, in future the property decided to be sold to the second party shall not affect in any manner in that manner from the competent authority the plans shall be revised and the first party shall do the construction. The second party i.e. allottee has decided to purchase the property with such revised plan information and agreeable with it Provided that the first party i.e. Promoter shall have to obtain prior consent of the second party in respect of variations or modifications which may adversely affect the flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) The Second party i.e. Allottee hereby agrees to purchase from the first party i.e. Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No: as per sanctioned plan (As per Site Flat No:)** on **Floor in Building No:** for the lumpsum consideration of **Rs...../- in words Rupees Only** including facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are not included and is given free of cost by the first party to the members of **Green Serene**.
- 1(b) The Allottee has paid on or before execution of this agreement a sum of Rs...../- (Rupees Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that promoter the balance amount of Rs...../- (Rupees Only) in the following manner:-

MODE OF PAYMENT

- 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 time of handing over of the possession of Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(c) In the Total Price above till the possession of the flat is entrusted to the first party has paid the revenue and in the above stated value municipal taxes, GST, stamp duty, Reg. fee, Advocate fee, Legal file charges, Society common charges, Society infrastructure charges, Maintenance Charges.
- 1(d) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter.
- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 1(a) of this Agreement.
- 1(f) The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the

time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority BUC (Building use certificate) in respect of the flat and shall have to comply with its conditions by both the parties. But during the process of obtaining BUC but the second party allottee is require to execute document due to his personal reason then the second party allottee shall have to pay entire decided sale price to the first party and shall have to execute the deed..

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the flat to the Allottee till date 31.10.2027 (Date of Completion) and obtain the occupancy certificate and shall have to hand over the possession timely to the second party and possession of the common facilities shall be entrusted to service society/Association made by the Allottee of the project as per section 13 of RERA act.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 17856.00 square meters only and Promoter has planned to utilize Floor Space Index of 10708.69 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index 2.698 (10708.69 Square Meter) as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project till **date 31.10.2027** and handing over the flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at 10% rate per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at 10% per annum in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the

Promoter.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) after selling of the same flat to the next purchaser after ~~within a period of thirty days of the~~ termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. 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 Promoter in the said **Green Serene** building and the flat as are set out in Schedule-2, annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before 31.10.2027 (completion Date) or prior to it. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat without interest ~~at the same rate~~ as may mentioned in the clause 4.1 herein above from the date the Promoter received.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:-

- (i) war, civil commotion or act of God like flood, earthquake,

cyclone, heavy rain etc.;

- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Reasons not under the control of the first party due to delivery of the materials used in construction.
- (iv) In spite of having title clear report for bottomland if any dispute arise or by any third party any dispute is raised and due to it any delay is caused in construction,
- (v) Due to strike of any union relating construction business or any industries.
- (vi) The second party or through him if any person or by any other person with malafide intention wrong complaint is filed and condition arise to stop the work in such circumstances,

Due to such reasons if any delay occurs in handing over possession then the first party shall make an application to the Authority for extension of time in completion of project and in such circumstances the second party shall not entitle to demand the prescribed interest.

7.1 PROCEDURE FOR TAKING POSSESSION:

At the time of the execution of the sale deed of the flat the possession of the flat shall be entrusted by the Promoter, till the time the second party pays entire sale consideration to the first party the second party shall not have right to demand possession of the flat. By this deed of agreement for sale the second party is not entrusted possession of the flat in any manner, the first party only has declared the intention to sale the flat. The first party shall obtain the occupancy certificate from the Surat Municipal Corporation for the said **Greene Serene** and the second party pays the amount as mentioned in the agreement for sale totally thereafter the first party shall issue notice in writing to obtain possession of the flat within 15 days and the second party shall have to execute the sale deed and shall have to entrust the possession .If the second party fails to provide copies of his span card, identity card, photos etc. to the first party and other all outstanding money and fulfilling any provisions, formalities, documentation then the second party hereby indemnify the first party to pay such loss and the second party is bound to pay such damages and from the date of BUC if the second party shall not pay entire sale consideration and does not execute the sale deed then as decided by the first party or the society then such Allottee shall continue to be liable to pay maintenance charges as applicable

- 7.2 The Allottee shall take possession of the Flat within 15 days of the written notice from the promoter to the Allottee intimating that the

said Flats are ready for use and occupancy and on making payment of the entire sale consideration amount to the first party shall have to obtain possession of the flat.

If in circumstances all internal work of the property decided to be sold is completed and time lapse in obtaining BUC and the second party for his safety or due to personal reason like obtaining loan, CC, mortgage loan or for capital gain tax etc. or for any other reason desire to obtain possession then in such circumstances the second party shall have to pay entire sale consideration amount to the first party and on his responsibility shall have to execute sale deed.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF [FLAT/PLOT]:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the flat to the allottee. In case the Allottee fails to take possession within the time provided then such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the possession of the flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the flat or the building in which the flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. But for such defect if the first party is not held responsible or the reason is beyond the control of the first party or the said defect arise due to the second party or natural calamities then such structural defect, workmanship, service provision quality or such quality of work defect arise due to the second party then the first party shall not be entitled to pay any compensation to the second party and there shall be no responsibility to remove such defect by the first party at his own expenses and the structural defect out of the control arise due to the workmanship and quality of service and the defect arise in the services mentioned in the agreement which has been arise due to the first party shall not be considered in following cases.

1. The second party shall have to inspect all common facilities and society faculties of the said flat totally and if any defect is found like plaster, tiles, RCC works, plumbing work, electric work, sanitary work or in other services, lift, fire fighting system, parking and in all other works shall be checked by the second party and

after accepting possession all the works relating to the said property like plaster, tiles, RCC works, plumbing work, electric work, sanitary work or in other services, lift, fire fighting system, parking etc. shall be maintained by the second party along with other flat holders and if due to not maintaining the same properly and any damage arise then for that first party shall not be responsible in any manner and for which following clarification is made.

2. The second party and other flat holders have by this written agreement for sale given indemnity that they shall not do following works in flat and society common facilities and if any such works shall be done then for the said property common facilities as mentioned in RERA Act section 14(3) defects the first party shall not be held responsible for the same.

- a. Not to do any sabotage in said flat and common facilities or to any structural changes.
- b. Not to run bracer inflator common facilities or shall not do any sabotage by hammer because by doing so plaster get separate, crack in plaster, tiles getting open or level gets up-down and other construction and common facilities get defected.
- c. Prior to doing final color work in the said flat by the second party on all walls Sault guard/Alkali Blog 2 to 3 coat shall be applied so that in future natural alkalis can be stopped from the wall and putti made on the wall shall not be made on salty water be tested in laboratory and shall be used.
- d. No work of core coating or Ghissi work shall be done in any portion of flat or building or in common facilities.
- e. No work shall be done which shall cause damage to outside wall of the building, water proofing, plaster.
- f. In flat and in common amenities; lights, lift shall be used as per approved load and best quality stabilizer shall be used in flat and in common amenities.
- g. In the ceiling of the flat for safety purpose plaster shall not be done so that any damage or hazard shall not be done and for which understanding is given to the buyer and accepting, confirming the same the second party has decided to purchase the same.

7.5 **DAMAGE TO BUILDING/FLAT:**

1. If the second party does any chiseling, vibrating, drilling, core cutting or any other changes or any sabotage and due to it any portion of the building is broken or its structure become weak and due to it any accident or hazard takes

place then for that first party shall not be held responsible and the first party shall not be made responsible to repair such defect or damage.

2. Due to any type of natural calamities like earthquake, rain flood, fire, cyclone etc. or manmade calamities like civil commotion, riots, terrorism, fire and due to the second party any portion of the building is broken or its structure become weak and due to it any accident or hazard takes place then for that first party shall not be held responsible and the first party shall not be made responsible to repair such defect or damage.

7.6 **FIRE AND FIRE FIGHTING SYSTEM:**

1. if at the time of doing any welding work by the second party not proper care is taken or not taking sufficient safety action and due to overload of the electricity or in any other manner if any incident of fire take place in the building then for such incident first party shall not be held responsible and the first party shall not be made responsible to repair such defect or damage.
2. Prior to taking possession of the flat the second party shall have to inspect building, common facilities, generator, electric supply and lift and fire fighting system fire NOC and other electric works and other wiring and switch quality, its installation and its work and condition and if any defect is found in it then the second party shall have to inform about it to the first party prior to taking its possession and if the same shall not be informed then it shall be considered that the second party is satisfied with all the same.
3. After entrusting the project to the society the responsibility for renewal of Fire fighting system NOC and its timely maintenance shall be that of the society. If society fails to do so and any defect arise in fire fighting system or any accident occurs then it shall not be the responsibility for the first party and the first party shall not be made responsible to repair such defect or damage.
4. In the flat sold to the second party electric connection of KVA and meter shall be provided and wiring according to it be done and as per it the load shall be used by the second party. If over load is used and short circuit is made and any damage or hazard occurs then such damage shall be repaired by the second party at his own expenses and to avoid such accident if more load is require to be used then the capacity of it be checked by the second party at his own expenses from DGVCL and shall have to take meter as informed by DGVCL and shall have to do its wiring at his own expenses.

7.7. **LIFT:**

1. Prior to taking possession by the second party he/she shall have to inspect the lift and its quality, condition, works and company, if any defect is found then prior to accepting possession written intimation shall be made to the first party failing which it shall be considered as second party is satisfied with it.
2. After entrusting the project to the society the responsibility for renewal of lift license and its timely maintenance shall be that of the society. If society fails to do so and any defects arise in fire fighting system or any accident occurs then it shall not be the responsibility of the first party and the first party shall not be made responsible to repair such defect or damage.

Thus above all rules shall be complied by the second party and other flat holders of **Greene Serene** building failing which there shall not be any responsibility of the first party to remove the defect as stated in RERA Act.

- 7.8 The first party promoter through advertisement media like brochure, booklet, walk through, hoardings, website or any other media of advertisement wherein it is mentioned about campus facility, land scrapping, outside and inside furniture of the flat, compound wall and gate, water body and other presentation are made only for architectural purpose and are not part of the sale and matters relating it are not bound to be provided by the seller. The promoter has provided to the allottee only flooring, wall with plaster, electrification, doors and windows and only naked flat with plumbing except it the second party shall not have to demand anything as per brochure and shall not have to raise objection in it and make any claim in it and if the same shall be done then it be treated as cancelled. The promoter can make changes in the elevation in the manner that it shall not affect adversely to the allottee.
8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence after execution the sale deed. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle as first come first go manner. **[If allotted parking is given to member then the same should be mentioned here]**
9. The Allottee along with other allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company within 3 months of issuance date of BUC to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the

Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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 or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. Over and above the payment made as mentioned in this agreement the second party Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter expenses which are not covered in other provisions of this agreement as per their share.
11. The Allottee shall pay to the Promoter expenses for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with

formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of the structure of the building or Proposed AOP of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building..

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement by referred Advocate Shri Bhargav K. Bheda and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report and there are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- iv. 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vi.** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of Allottee under this Agreement.
- vii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Agreement;
- viii.** At the time of completion of project and on getting BUC the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees/or service society;
- ix.** The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion of the project and handing over to allottee;
- 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. **THE ALLOTTEE/S, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:-**

- i.** To maintain the flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or supposed to be done anything in or to the **Green Serene** building in which the flat 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 is situated and the flat itself or any part thereof without the consent of the local authorities, if required and to comply all the matters as mentioned in section 7 the second party hereby binds himself to comply the same.
- ii.** Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the **Green Serene** building in which the flat 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 **Green Serene** building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and no flat holder shall not have to keep any material in passage or stairs or in parking or any person to sleep and shall have to keep it open permanently.

- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or supposed to be done anything in or to the **Green Serene** building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 **Green Serene** building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society and if the same shall be done then it shall be entire responsibility of the second party along with the expenses.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the **Green Serene** project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance and if the same shall be done then it shall be entire responsibility of the second party along with the expenses.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or

permit the same to be thrown from the said Flat in the compound or any portion of the **Green Serene** project land and the building in which the Flat is situated so that other members get inconvenience and shall not have to dump any materials in passage or in parking.

- vii.** Pay to the Promoter within fifteen days of demand by the Promoter, 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 is situated.
- viii.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix.** The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x.** The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 **Green Serene** building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi.** The Allottee shall use the Flat or any part thereof or permit the same to be used only for residential purpose and it shall not be used for hotel, restaurant, beauty parlor, video parlor or any other parlor or for public entertainment or for public purpose business and shall not create nuisance or annoyance to the other flat holders and shall not make noise and keep the premises dirty and shall not have to behave in a manner that it will hurt any ones feeling or cause mental agony. Also the wall of the said building shall not be used for the purpose of advertisement. Whenever white wash or repairing is done to the said building then

each flat holder shall have to contribute as per their share as per the area of the flat failing which then all the rights obtained by the Association shall be considered to be that of the seller and shall initiate legal actions also. In future for any reason if the entire building fell down then buyer along with other flat holders shall contribute as per share and as per prevailing rules shall reconstruct the same and by this sale deed the property purchased on respective flat on the same place as per prevailing laws the flat holder shall have right to obtain the flat in the Apartment.

xii. Till a conveyance of the structure of the **Green Serene** in which Flat is situated is executed in favour of Society/ Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. clear understanding given to allottee that there will be exclusive rights of particular allottee towards the adjacent terrace of pent house and no other allottee of scheme will create any hitch, hiccup, hindrance from enjoying the said Terrace rights to the allottee of pent house.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or **Green Serene** and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge over the **Flat** and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

18. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, **firstly**, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 days from the date of receipt by the Allottee and **secondly**, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 7 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and the agreement sent by the first party shall be considered as cancelled and the second party on the basis of this agreement for sale shall not do any procedure, encumbrance, sale etc. and if the same shall be done then for the same the second party shall be held absolutely responsible and the work done by the second party shall be considered as voidable. Thus on registration of this agreement for sale it shall be binding to both the parties.

19. **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 flat of **Green Serene** building, as the case may be.

20. **RIGHT TO AMEND:**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:**

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

22. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

24. **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.

25. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Surat after the Agreement is duly executed by the Allottee and the promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

26. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified above.

Name of Allottee
(Allottee's Address) Notified Email ID:

**Kind. Attn. Ravikumar Virjibhai Ravani Partner of
Ravani Realty, a Partnership Firm**
Office at: **GREEN SERENE”, DUMAS ROAD,
MAGDALLA, SURAT, Gujarat**
Notified Email ID:.....@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. **JOINT ALLOTTEES:**

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

29. **STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/the second party.

30. **DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be done as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **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 SURAT Courts will have the jurisdiction for this Agreement.

SCHEDULE-1
DETAILS OF LAND

All the piece and parcel of property of project known as **Green Serene** situated at: Magdalla land bearing Revision Revenue Survey No: 7/1/Paiki 1, T. P. Scheme No: 4 (Rundh-Magdalla), Final Plot No: 6 Paiki eastern side portion admeasuring about 3968.00 Square Meter of Village: Magdalla, Taluka: Majura, District: Surat is allotted the said NA land. Which is bounded as under:

North : Adj.
South : Adj.
East : Adj.
West : Adj.

SCHEDULE-2
DESCRIPTION OF COMMON AREAS AND FACILITIES

- 1. Entrance Gate
- 2. Security Cabin
- 3. Banquet Hall
- 4. Banquet Garden
- 5. Kitchen, Pantry and Wash
- 6. Gents & Ladies Toilet
- 7. Swimming Pool along with Changing Room
- 8. Pump Room
- 9. Landscape Garden
- 10. Gazebo Sitting
- 11. Ramp to Basement
- 12. Water Fountain
- 13. Children Play Area
- 14. Net Cricket
- 15. Walk Way
- 16. Gym Area
- 17. Entrance Foyer
- 18. Allotted Parking Space
- 19. Transformer Space

SCHEDULE -A
DETAILS OF FLAT DECIDED TO BE SOLD

All right title and interest in the below mentioned property at **Green Serene** situated at: Magdalla land bearing Revision Revenue Survey No: 7/1/Paiki 1, T. P. Scheme No: 4 (Rundh-Magdalla), **Final Plot No: 6 Paiki eastern side portion admeasuring about 3968.00 Square Meter** of Village: Magdalla, Taluka: Majura, District: Surat together with undivided inchoate proportionate share in the land below the said building admeasuring about **Square Meters** and with all rights and appurtenance attached thereto.

Flat No.	Floor	Building No.	Built up area		Carpet area as per RERA		Measurement in Sq. Mtrs.	
			Sq. Fts.	Sq. Mts.	Sq. Fts.	Sq. Mts.	Wash Area	Balcony Area

Boundaries of Property:

East : Adj.
West : Adj.
North : Adj.
South : Adj.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Surat with all their state of mind and health with all their willingness and without intoxicated condition and with free consent which shall be binding to their heirs, successors, executors etc.

**SIGNED, SEALED AND DELIVERED FOR AND
OF PROMOTER THE PARTY OF FIRST PART**

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1.....

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PHOTOGRAPHS OF THE PARTIES

FIRST PART:

**Ravani Realty, a Partnership Firm
through its authorized partner Mr.
Ravikumar Virjibhai Ravani**

Left Hand Thumb Impression

SECOND PART:

Mr./Mrs.....

Left Hand Thumb Impression

Mr./Mrs.....

Left Hand Thumb Impression