AGREEMENT

This Agreement is made on this ____ day of _____, in the year 20____.

BETWEEN

M/s. Raka Surana Associates, a partnership firm, having its office at Opp. Railway Filter House, Red Church-Filter House Road, Bhusawal 425 201, represented through its partners: **(i)** Mr.Sanjay Sureshchandra Surana age: 53 years, occupation: business, and **(ii)** Mr.Rahul Rajesh Raka, age: about 24 years, occupation: Business, through his duly constituted attorney Mr.Rajesh Pukhraj Raka, age: about: 56 years, occupation: business, residing at 201, Plot No. 35, Aliance Shanti, Shantishila Lane, Law College Road, Pune 411 004, hereinafter referred to as the **Promoter/Developer** (which expression, unless repugnant to the context or meaning thereof, shall mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his assigns) … OF THE ONE PART;

AND

(1) Mr./Mrs. _____, Age : about _____ years, Occupation : _____, residing at _____ _____ (2) Mr./Mrs. _____, Age : about _____ years, Occupation : _____, residing at _____ _____

Hereinafter referred to as the `**Allotee(s)/Purchaser(s)**' (which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators and assigns) OF THE OTHER PART;

WHEREAS:

(A) all that piece and parcel of the land, bearing Survey No.95, admeasuring 00 Hectare 22 Are (as per City Survey Records 2225.4 sq.mtrs.), corresponding to its City Survey No.4348, situated at village Satare, Taluka Bhusawal, District Jalgaon (which is more particularly described in the SCHEDULE - I written hereunder and

hereinafter referred to as the said **Land**) is vested in the ownership of Mr.Sanjay Sureshchandra Surana and Mr.Rahul Rajesh Raka each having equal undivided share therein;

(B) the said Mr.Sanjay Sureshchandra Surana and Mr.Rahul Rajesh Raka formed a partnership firm under the name and style of M/s.Raka Surana Associates (i.e. the Promoter herein) and brought in the said Land as their capital in the said firm;

(C) the Promoter evolved a scheme known as "PUSHPCHHAYA" for constructing building/s on the said Land (hereinafter referred to as the said **Project**) and to allot and sell the same to the prospective purchasers thereof on ownership basis on the condition, among others, that such purchasers shall pay their taxes, dues and strictly comply with the terms and conditions of their respective agreements with the Promoter;

(D) the Promoter prepared the plans and specifications of the building/s, envisaged to be constructed upon the said Land, which have been approved and sanctioned by the Bhusawal Municipal Council, Bhusawal (**BMC**) vide a commencement certificate bearing No.8/363 dated 01.09.2016 which was revised under commencement certificate bearing No. 183, dated 23/11/2016;

(E) the Collector, Jalgaon, by his order bearing No. LND.I.WS.2148 dated 10.09.1965, granted permission to use the said Land for non-agricultural purposes. The Promoter applied for revision of the said permission and the same is awaited;

(F) the Promoter entered into a standard agreement with an Architect registered with the Council of Architects and such agreements is in accordance with the regulations prescribed by the said Council;

(G) the Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (said **Act**) with Rules framed thereunder with the Real Estate Regulatory Authority at _____ No._____ authenticated copy is attached in ANNEXURE "F";

(H) the Promoter appointed a structural Engineer for the preparation of the structural design and drawings of the said building/s and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s;

(I) as such, the Promoter has sole and exclusive right to sell the apartments in the building/s to be constructed by the Promoter on the said Land and to enter into Agreement/s with the Allottee of the Apartments and to receive the sale consideration in respect thereof;

(J) the Promoter alone has the sole and exclusive right and authority to carry out the development of the said Land and to carry out acts such as to advertise the development scheme and to commence, carry on and complete the same, execute agreement/s with prospective purchasers/allottees, accept consideration from them, pass valid receipts, present the said agreement/s with the proper registration office, admit execution thereof and complete entire registration procedure, form association of apartment holders/co-operative housing society/limited company or otherwise of the purchasers of various units in the building/s constructed/ to be constructed on the said Land;

(K) on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter’s Architects and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;

(L) the authenticated copy of Certificate of Title issued by the advocate of the Promoter is annexed herewith as Annexure `A’, the authenticated copies of the extracts of village forms No.VII & XII and City Survey Property Card showing the nature of the title of the said Land are annexed herewith as Annexure `B', authenticated copy of layout plan/s and Commencement Certificate issued by the BMC is annexed herewith as Annexure `C (Colly)', authenticated copies of Floor plan/s and specifications are annexed hereto as Annexure `D (Colly)', description of the common/ limited common areas and facilities are more particularly described in the Annexure `E’;

(M) while sanctioning the said plans, BMC has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Promoter while developing the said Land and the building/s thereof and upon due observance and performance of which only the completion or occupancy certificate in respect of the building/s shall be granted by the BMC;

(N) the Promoter has accordingly commenced construction of the building/s upon the said Land in accordance with the said proposed plans;

(O) the Allottee/s has/have applied to the Promoter for allotment of an Apartment bearing number _____, having carpet area of _____ sq.mtrs., enclosed balconies admeasuring _____ sq.mtrs., located on _____ floor in the building being constructed in the said Project together with the exclusive facilities specifically agreed to, if any, more particularly described and mentioned in Schedule – II written hereunder and shown in the floor plans annexed hereto as Annexure - 'D' (hereinafter referred to as the said **Apartment**);

(P) the carpet area of the said Apartment means the net usable floor area of the apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment;

(Q) the parties hereto 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;

(R) prior to the executions of these presents, the Allottee has/have paid to the Promoter a sum of Rs._____ (Rupees _____ only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

(S) under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

(T) 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 and the Allottee hereby agrees to purchase the said Apartment;

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

1. The Promoter shall construct the said building/s consisting of ground+ two upper floors and parking floor+ three upper floors within the said Project in accordance with the plans, designs and specifications as approved by BMC from time to time;

PROVIDED that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee except any alteration or addition required by an Government authorities or due to change in law,

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee belowmentioned Apartment:

Name of the Project/building	:	PUSHPCHHAYA
Building/Wing No.	:	
Floor	:	
Apartment/Unit No.	:	
Nature/User	:	Residential/Commercial
Carpet Area	:	____ sq.mtrs. (_____sq.ft.)
Enclosed balconies	:	____ sq.mtrs. (_____sq.ft.)
Attached Terrace	:	_____ sq.mtrs. (____ sq.ft.)
Dry Balcony/Terrace	:	_____ sq.mtrs. (____ sq.ft.)
Exclusive Area	:	
Parking*	:	Parking Space No.__ of _____ sq.mtrs. (____ sq.ft.)

*[by way of free allotment]

(herein referred to as the said Apartment) as shown in the Floor plan thereof hereto annexed and marked as ANNEXURES (D colly) for the consideration of **Rs._____ (Rupees _____ _____ Only)** 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 Annexure 'E' annexed hereto.

1 (b) The Allottee has paid/agreed to pay the total consideration to the Promoter in the following manner:

Sr.	Amount (Rs.)	Particulars/ stage
i.		[not exceeding 10% of the total consideration] Paid to the Promoter on or before the execution of this Agreement (as mentioned in recitals above).
ii		[not exceeding 30% of the total consideration] Paid to the Promoter after the execution of this Agreement.
iii.		[not exceeding 45% of the total consideration] to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.
iv		[not exceeding 70% of the total consideration] to be paid to the Promoter on completion of the slabs of the building in which the said Apartment is located.
v.		[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.
vi		[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.
vii.		[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 water proofing of the building in which the said Apartment is located.
viii.		[not exceeding 95% of the total consideration] to be paid to the Promoter on completion of the lift, water pumps, electrical fitting, electro, mechanical and environmental 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 in which the said Apartment is located.

ix.		to be paid to the Promoter against and at the time of handing over of the possession of the said Apartment to the Allottee on or after receipt of occupation / completion certificate.
		Total

[Note: the aforesaid installments are subject to payment of TDS, to be deducted by the Allottee and deposited with the income tax department, as may be applicable from time to time]

1 (c) The total price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (GST) and cess/es or any other taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Apartment.

The total price above has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and antiprofiteering clauses, stipulated thereunder. The Promoter has already passed on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same.

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, costs 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 being issued to the Allottee, which shall only be applicable on subsequent payments.

1 (e) The Promoter shall confirm the final carpet areas that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation of 3%. The total price payable for the carpet area shall be re-calculated upon confirmation by the

Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by an Allottee. If there is any increase in carpet area allotted to the 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 sq. mtrs. as agreed in clause 1 (a) of this Agreement.

2.

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 said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

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 said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them/ it 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 said Land is _____ square meters only and Promoter has utilized Floor Space Index of _____by availing of TDR or FSI/FAR available on payment of premiums or FSI/FAR available as incentive FSI/FAR by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI/FAR which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ + ____ (by way of TDR or otherwise) as proposed to be utilized by it on the said Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI/FAR and

on the understanding that the declared proposed FSI/FAR shall belong to Promoter only.

4.

4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, 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 as specified 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 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/their/its 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/her/its 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) within a period of thirty days of the termination, the installments of sale consideration of the said Apartment 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 building and the said Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the said Apartment to the Allottee on or before 31.08.2019. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond its control and of its agent/s by the aforesaid date, upon such event the Promoter shall be liable, on demand, to refund to the Allottee the amounts already received by it in respect of the said Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of building in which the said Apartment 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.

7.

7.1 **PROCEDURE FOR TAKING POSSESSION:**

The Promoter, upon obtaining the occupancy/completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issuance of such notice) and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy/completion certificate of the Project.

7.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT**:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment 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 said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **DEFECT LIABILITY:**

7.4.1 Once, the said Apartment is ready for use and occupation, the Promoter shall send a written intimation/notice to the Allottee, about the same. Thereafter, the Allottee shall be bound to take the possession of the said Apartment within 15 days from receipt of the written intimation/notice. If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service (which shall be ascertained and scrutinized by an independent surveyor to be appointed by the Promoter), 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.

7.4.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set (if any), electric pumps, lifts, security equipment, if any, solar system, if any, etc. will be as per the warranty provided by the respective manufacturer/supplier. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing to the Allottee to take over the possession of the said Apartment, whichever is earlier. The Allottee and/or association of the allottees shall execute necessary service and maintenance contracts with respective agencies to ensure the maintenance and upkeep of the

aforesaid. If they fail to maintain and upkeep the same, then the Promoter shall not be liable in respect thereof, and it shall not be considered as the defect.

7.4.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or to the civil structures or in the fittings, electrifications, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, the Allottee or Society or anyone through them shall not carry out any structural changes in the building or equipments etc. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

7.4.4 The defects covered hereinabove shall be restricted to manufacturing/workmanship defects caused by willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. The hair cracks appearing in the walls/plaster are possible in normal course of time, hence shall not be construed as manufacturing /workmanship defects.

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose residence. He/she/they/it shall use the parking space (if allotted) only for purpose of keeping or parking vehicle. The Allottee/s shall not enclose the Parking space allotted to him/her/them by any partition, fabrication work or chain or otherwise of whatsoever nature.

9. The Allottee along with other allottees of said Apartments in the building shall join in forming and registering the co-operative Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society/Association 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 organisation of Allottee in the nature of Co-operative Society under the Maharashtra Co-operative Societies Act 1960 and rules made thereunder or Association of Apartment Holders under the provisions of the Maharashtra Apartment Ownership Act 1970 and rules made thereunder or Limited Company under the

provisions of the Companies Act 2013. 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 its right, title and the interest in the said Land and Building (i.e. the said Project) thereof in which the said Apartment is situated

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment 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 said Apartment) of outgoings in respect of the said 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 said Land and building/s. Until the Society or Association or Limited Company is formed and the said structure of the building 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 annual contribution of Rs._____/- 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 of the said Land building thereof is executed in favour of the society or association or limited company as aforesaid. On such conveyance being executed for the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii)	Rs.	for formation and registration of the Society or Limited Company/Federation/ Apex body.
(iii)	Rs.	for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
(iv)	Rs. ……	for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
(v)	Rs…….	For Deposit towards Water, Electric, and other utility and services connection charges &
(vi)	Rs ……	for deposits of electrical receiving and Sub Station provided.

	Rs.	Total
	=========	

11. The Allottee shall pay to the Promoter a sum of Rs. ..... 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 Association 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.

12. At the time of registration of conveyance of the said Land and building thereof, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable for the purpose of such conveyance or any document or instrument of transfer in respect of the said Land and the Building thereof.

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 said Land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession thereof for implementation of the said Project,

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project,

iii. There are no encumbrances upon the said Land or the said Project,

iv. There are no litigations pending before any Court of law with respect to the said Land or the said Project,

v. All approvals, licenses and permits issued by the competent authorities in respect to the said Project, the said Land and the building being constructed thereon 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 said Project, the said Land and the building being constructed thereon 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 said Project, the said Land and the building being constructed thereon and common areas,

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected,

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the said Project and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement,

viii. The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner, as contemplated in this Agreement,

ix. At the time of execution of the conveyance deed of the said Land and the building thereof to the association of apartment holders or

society or limited company, the Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the said Project to such association of apartment holders or society or company,

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable in respect of the said Project to the competent Authorities,

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received or served upon the Promoter in respect of the said Land.

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

i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment 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 said Apartment without the prior written permission of the Promoter and/or the Association or Society or the Limited Company.

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

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

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 said Apartment 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 said Apartment 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 said Apartment 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 Association or 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 Building and the Apartments 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 Association/Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment 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. Till a conveyance of the said Land and the building constructed thereon in which the said Apartment is situated is executed in favour of Association/ Society/Limited Company, the Allottee shall permit the Promoter and its 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.

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 Apartment or of the said Land and building or any part thereof. The

Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said Land and the building thereof is transferred to the Association of Apartment holders/Society/Limited Company or other body as hereinbefore mentioned.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment 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 the said Apartment.

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 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **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 Apartment.

20. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

22. **SEVERABILITY**

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

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 said Apartment to the total carpet area of the said Apartment 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, and 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 concerned office of the Sub-Registrar. Thus, this Agreement shall be deemed to have been executed at Bhusawal.

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 at their respective addresses specified below:

Name of Allottee :
Adderess :
Notified Email ID :

Name of Promoter : **M/s. Raka Surana Associates**
Address : Opp. Railway Filter House, Red Church-Filter House Road, Bhusawal 425 201.
Notified Email ID : rakasuranaassociate@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/email 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 and further documents in pursuance hereof shall be borne by the Allottee.

30. **DISPUTE RESOLUTION**:

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

31. **GOVERNING LAW**

31.1 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 in Bhusawal/Jalgaon will have the jurisdiction for this Agreement.

31.2 Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.

SCHEDULE - I

(Description of the said Land)

All that piece and parcel of the land, bearing Survey No.95, admeasuring 00 Hectare 22 Are (as per City Survey Records 2225.40 sq.mtrs.), corresponding to its City Survey No.4348, situated at village Satare, Taluka Bhusawal, District Jalgaon, within the limits of Municipal Council Bhusawal, Registration District Jalgaon, Sub Registrar, Bhusawal and which is bounded as follows:

On or towards East	:	By Sewage.
On or towards South	:	By S.NO.91-A.
On or towards West	:	By Road.
On or towards North	:	By C.S.T.NO.4345-B & 4345-A.

together with easement appurtenances, ingress, egress, pathways, road/s, incidentals and all other consequential and ancillary rights thereto.

SCHEDULE - II

(Description of the said Apartment)

Name of the Project/building	:	PUSHPCHHAYA
Building/Wing No.	:	
Floor	:	
Apartment/Unit No.	:	
Nature/User	:	Residential/Commercial
Carpet Area	:	____ sq.mtrs. (_____sq.ft.)
Enclosed balconies	:	____ sq.mtrs. (_____sq.ft.)
Attached Terrace	:	_____ sq.mtrs. (____ sq.ft.)
Dry Balcony/Terrace	:	_____ sq.mtrs. (____ sq.ft.)
Exclusive Area	:	
Parking*	:	Parking Space No.__ of _____ sq.mtrs. (____ sq.ft.)

*[by way of free allotment]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTH AND THE YEAR FIRST HEREIN ABOVE WRITTEN.

M/s. Raka Surana Associates
PAN: AAUFR7367M
through its partners:

(i) Sanjay Sureshchandra Surana

(ii) Rahul Rajesh Raka
through his duly constituted attorney
Mr.Rajesh Pukhraj Raka [vide POA
dt.08/09/2016, Reg No.39M,12656-2016]
(Promoter)

(1) Mr./Mrs. _____,
PAN:

(2) Mr./Mrs. _____,
PAN:
(Allotee/s)

In the presence of:

1.

Name

Address

2.

Name

Address