

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this ____ day of _____ in the Christian Year **TWO THOUSAND AND TWENTY-THREE**.

BETWEEN

RACEK INDUSTRIES PRIVATE LIMITED, (PAN NO AAACR2187G) a company incorporated under the provisions of the Companies Act, 1913, having its registered office at 213, 2nd Floor, Turf Estate, Next To Famous Studio, Shakti Mill Lane, Mahalaxmi, Mumbai -400 011, through its Directors and authorized signatories, **(1) MR. PRATIK JAIN AND (2) MR. SHANTILAL JAIN**, duly authorized in this regard vide Board Resolution dated 22/06/2022 hereinafter referred to as **“THE PROMOTERS”** (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

_____ residing at/having _____ address at _____
_____ hereinafter referred to as **“THE ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in the case of [i] **INDIVIDUALS**: his/her/their heirs, executors, administrators and assigns, [ii] **PARTNERSHIP FIRM**: the partner or the partners constituting the said firm for the time being, the survivor or survivors of them and his/her/their heirs, executors and assigns [iii] **CORPORATE BODY**: its successors and assigns and [iv] **TRUST**: its present Trustees constituting the said Trust as well as future Trustees which may be appointed from time to time and permitted assigns) **OF THE OTHER PART**.



Allottee/s initial



Promoter initial

WHEREAS:

- A.** By and under an Indenture dated 13th October, 1955 registered with the Sub-Registrar of Assurances at Bombay under Serial No. 6670 of 1955 entered into between Mrs. Parpati Hashmatrai Gopaldas, widow of the deceased Hashmatrai Gopaldas, in her capacity as the duly appointed Administratrix of the property and credits of the deceased Hashmatrai Gopaldas, (therein referred to as “the Vendor”) of the First Part, (i) Parpati Hashmatrai, (ii) Shyam Hashmatrai Gopaldas, (iii) Lakhu Hashmatrai Gopaldas, (iv) Usharani Hashmatrai Gopaldas, (v) Laxmi Hashmatrai Gopaldas and (vi) Savitri Hashmatrai Gopaldas, (therein referred to as “the First Confirming Parties”) of the Second Part, Mr. Walter Leopold Racek (therein referred to as “the Second Confirming Party”) of the Third Part and Racek Industries Ltd., (therein referred to as “the Allottee/s”) of the Fourth Part, the Vendor therein conveyed and transferred and the First and Second Confirming Parties therein confirmed the sale and transfer of the property being a portion of the entire land in aggregate admeasuring 4840 sq. yards equivalent to 4046.82 sq. mtrs. or thereabouts and bearing Survey No. 120, Plot No. 4 admeasuring 1 guntha, Plot No. 5 admeasuring 5 gunthas and Plot No. 10 admeasuring 34 gunthas (hereinafter referred to as “**THE SAID LARGER PROPERTY**”) unto the Allottee/s at or for the consideration and in the manner contained therein.
- B.** The said larger property was thereafter allotted CTS Nos. 6 admeasuring 2644.5 sq.mtrs, 6/1 admeasuring 29.2 sq.mtrs, 6/2 admeasuring 25.9 sq.mtrs, 6/3 admeasuring 9.5 sq.mtrs, 6/4 admeasuring 9.5 sq.mtrs, 6/5 admeasuring 51.4 sq.mtrs. and 6/6 admeasuring 769.5 sq.mtrs and in aggregate admeasuring 3539.5 sq.mtrs, as certain portions of the said larger property were surrendered/ acquired by the relevant authorities as set back area and the Promoters herein are in possession of land admeasuring 3539.5 sq.mtrs only.
- C.** In these circumstances, the Promoters are presently in the possession of land admeasuring 3539.5 sq. mtrs. bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of Village Vikhroli, Taluka Kurla together with the structures standing thereon, lying, being and situate at 12-A, L.B.S. Marg, Vikhroli, Mumbai – 400079 within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the

☞

Allottee/s initial

☞

Promoter initial

FIRST SCHEDULE hereunder written and shown surrounded by **RED color** boundary line on the **PLAN** annexed hereto as **ANNEXURE “A”** (hereinafter the land admeasuring 3539.5 sq. mtrs. bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 is referred to as **“THE SAID LAND”** and the structures standing thereon is referred to as **“THE SAID STRUCTURES”** and the said land and the said structure are jointly referred to as **“THE SAID ENTIRE PROPERTY”**).

- D.** The copies of the Property cards with respect to the said entire property are annexed hereto as **ANNEXURES “B”**.
- E.** The copy of Title report issued by the attorney at law or advocate of the Promoters showing the nature of the title of the Promoters to the said entire property on which the proposed building/s is/are going to be constructed is annexed hereto as **ANNEXURE “C”**.
- F.** The Promoters have proposed to develop the said entire property by utilizing the available FSI/TDR/fungible FSI and all other benefits available on the said entire property or otherwise utilizable on the said entire property and are constructing thereon building, and/ or buildings consisting of podiums, stilt, ground floor plus multiple upper stories in phase wise manner as may be permitted by the local authority and shall be at the discretion of the Promoters. The development of which will be done in organized fashion i.e. in phase wise manner which shall be in discretion of the Promoters.
- G.** The Promoters have prior to execution hereof obtained various permissions, sanctions, approvals from various competent authorities with respect to the redevelopment of the said entire property, including the following and will be obtaining other and further permissions from time to time.
- i. No Objection Certificate for Height Clearance issued on 26TH April 2022 bearing no. SNCR/WEST/B/020222/652067 by Airports Authority of India which states that it has no objection for the construction of the proposed structure subject to the terms & conditions therein and the same is valid upto 25th April 2030.



Allottee/s initial



Promoter initial

- ii. No Objection Certificate from Mumbai Fire Brigade, Municipal Corporation of Greater Mumbai issued on 4th March, 2022 bearing no. P-9936/2022/(6)/S WARD/VIKROLI- S/CFO/1/AMEND.
- iii. Intimation of Disapproval (**I.O.D.**) dated 21st June, 2022 under Reference No. P-9936/2022/(6)/S-Ward/VIKROLI-S/IOD/1/New issued by Mumbai Municipal Corporation of Greater Mumbai annexed herewith as ANNEXURE “D”. A copy of the said Floor Plan is annexed hereto and marked as **ANNEXURE “E” (colly)**.
- iv. Commencement Certificate (**CC**) issued on 7th September ,2022 bearing No.P-9936/2022/(6)/S ward/VIKROLI-S/CC/1/New, upto top of Plinth level the said Commencement Certificate is valid only up to 6th September 2023. **ANNEXURE “F” (colly)**.
- H.** As per the conditions imposed upon the Promoters in the Intimation of Disapproval (**I.O.D.**) dated 21st June, 20222 under Reference No. P-9936/2022/(6)/S-Ward/VIKROLI-S/IOD/1/New issued by Mumbai Municipal Corporation of Greater Mumbai, the Promoters are required to hand over and transfer to the Municipal Corporation of Greater Mumbai, amenity open space as per regulation 14 (B) of the Development Control & Promotion Regulations, 2034. The Promoters have earmarked /handed over/conveyed/ transferred an area admeasuring **344.75** sq. mtrs. forming part of a portion of the entire property which portion is more particularly described in the **SECOND SCHEDULE** hereunder written and shown surrounded by **GREEN color** boundary line on the **PLAN** annexed hereto as **ANNEXURE “G”**.
- I.** In these circumstances, the Promoters are presently entitled to develop an area admeasuring **3102.84** sq. mtrs. forming part of the entire property (hereinafter referred to as **‘THE SAID ENTIRE PROJECT LAND’**).
- J.** Presently, the Promoters are constructing the said Aikya Roots project, consisting of two residential buildings to be known as **“ASHOKA (A – WING)” and “BANYAN (B – WING)”** each presently consisting of Ground/ Stilt plus 3 levels of podium and 17 (Seventeen) or more upper floors along with 1 commercial building to be known as **“GOLDEN OAK (C WING)”** consisting



Allottee/s initial



Promoter initial

of Ground plus 6(part) floors on a portion of the said entire project land being CTS Nos. 6 admeasuring 2644.5 sq.mtrs, 6/1 admeasuring 29.2 sq.mtrs, 6/2 admeasuring 25.9 sq.mtrs, 6/3 admeasuring 9.5 sq.mtrs, 6/4 admeasuring 9.5 sq.mtrs, 6/5 admeasuring 51.4 sq.mtrs. and 6/6 admeasuring 769.5 sq.mtrs and in aggregate admeasuring 3539.5 sq.mtrs and which portion is more particularly described in the **THIRD SCHEDULE** hereunder written and marked by **BLUE COLOR** boundary line on the **PLAN** annexed hereto as **ANNEXURE “H”** and the said residential and commercial buildings on the said land are jointly referred to as **“THE SAID PROPERTY”**).

- K.** The Promoters shall in their sole discretion be entitled to change the area and/or location of the said project **AIKYA ROOTS comprising of 2 residential wings i.e. ASHOKA (A – WING) and BANYAN (B – WING) along with a commercial building to be known as GOLDEN OAK (C WING)**”, any recreation area, garden or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein so far as the plan/layout of the allottee / flat owner/office owner herein is unaffected by such change.
- L.** The Promoters may be installing electric substation constructed by BEST or TATA Power or Reliance Energy/Adani or otherwise on a portion of the said entire project land.
- M.** The approvals shall mean all licenses, permits, sanctions, consents obtained and/or to be obtained from and/or granted by the competent authorities in connection with the said building and/or the development of the said property thereof.
- N.** The Promoters have appointed Architect and Structural Engineer for the preparation of the design and drawings of the said building and the said building shall be constructed under the professional supervision of the Architect and the Structural Engineer as required by the bye-laws of the Municipal Corporation of Greater Mumbai.
- O.** The Promoters have registered the said Project under the provisions of Real Estate (Regulation & Development) Act, 2016 at Mumbai under No.

☞

Allottee/s initial

☞

Promoter initial

P51800047194 for the said project “AIKYA ROOTS” comprising of 2 residential wings i.e. ASHOKA (A WING) and BANYAN (B WING)” along with a commercial building to be known as GOLDEN OAK (C WING)” a copy showing registration is annexed hereto as ANNEXURE “I”.

- P.** The Promoters have accordingly commenced construction of the said building/s.
- Q.** The Allottee/s has/have applied to the Promoters to purchase a flat / Office bearing number ____ on the ____ floor, (hereinafter referred to as **“THE SAID FLAT / OFFICE ”**) in the said project Aikya Roots in the said building to be known as **ASHOKA (A – WING)” / BANYAN (B – WING) / GOLDEN OAK(C WING)”** being constructed on the said land by the Promoters more particularly described in the **FOURTH SCHEDULE** hereunder.
- R.** The present layout, design, elevation, plans etc. may be required to be amended from time to time by the Promoters and the Allottee/s has /have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said entire project land may take a very long time, therefore the Promoters may require to amend, from time to time, the plans, layout, design, elevation etc. and the Allottee/s has no objection to the Promoters making such amendments, however in the event the area and location of the said Flat is required to be altered and/or modified and/or changed, then the Promoters will obtain the consent from the Allottee/s.
- S.** The Allottee/s hereby gives his/her express consent to the Promoters to create a mortgage, charge, encumbrances or lien on the said entire Property or any part thereof and the building/s under construction or any of them in such manner that the said flat being sold to the Allottee/s herein shall not form part of the Mortgage.
- T.** The Allottee/s hereby declares and confirms that prior to the execution of this agreement, the Promoters has given full and free inspection of the title documents/deeds, approvals, statutory permission, plans, design, specifications and disclosures with respect to the future amendments as proposed by the Promoters of the sanctioned plans which are/shall be put



Allottee/s initial



Promoter initial

forward for approval to the local authority for their approval and sanctions in respect to the said building/s and of such other relevant documents as are specified under the Real Estate (Regulation & Development) Act, 2016 and rules and regulation made thereunder and also verified the same with the website which has been put up by the Real Estate Authority under Real Estate (Regulation and Development Act, 2016.

- U.** The Allottee/s expressly confirm/s that he/she/they has/have agreed to enter into this contract after verification and satisfaction of the afforested documents permissions, plans and sanctions as also the title of the Promoters to the said entire property and not based upon any information contained in the notice advertisement or prospectus, or on the basis of any model apartment/flat, plot or building/s as the case may be. The Allottee/s has/have obtained adequate advice and legal understanding of this agreement prior to its execution and is/are well aware of his/her/their rights and obligations under this agreement and the applicable law.

- V.** The authenticated copies of the plans and specifications of the said flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed as **ANNEXURE “E”**.

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

- X.** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said entire project land and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s is granted by the concerned local authority.

- Y.** The Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.



Allottee/s initial



Promoter initial

- Z.** The RERA carpet area of the said flat / office is _____ sq. mtrs i.e. _____ sq. ft. RERA Carpet area and "carpet area" means the net usable floor area of the said flat /office , which shall exclude the area covered by the external walls, areas under services shafts, and / or verandah area and / or exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and common passages in F.S.I.
- AA.** The Common Areas and Amenities that shall be available to the Allottee/s in the said building/s are more particularly set out in the **ANNEXURE "J"**.
- BB.** This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Lease/Conveyance as the case may be being executed in favour of the proposed Society / Condominium / Company / Corporate Body until the entire development of the said entire project land has been completed in all respects and Building Occupation/Completion Certificate in respect of all buildings is received.
- CC.** 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;
- DD.** Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the said flat agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.
- EE.** Under section 13 of the said Act the Promoters are required to execute, a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties,



Allottee/s initial



Promoter initial

the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the said flat.

Hereinafter, for the sake of brevity, the term Allottee/s shall be referred to as “the Allottee/s” and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Maharashtra Stamp Act, 2015;

FF. The Promoter herein has availed construction finance facility/ loan from Aditya Birla Housing Finance Limited (“ABHFL”- “Lender”) & Aditya Birla Finance Limited (“ABFL - “Lender”) in respect of Aikya Roots (“Project”) and the Project including all properties/flats/units/Commercial Units of the Project have been charged / mortgaged in favour of the Lenders and any sale consideration in respect of the flats / units in the project shall be deposited by you directly in in favour of “**RIPL AIKYA ROOTS MASTER COLLECTION ESCROW A/C**”, **Bank: HDFC Bank, Branch: FORT**, (i.e. the Escrow Bank) bearing Accounts No “**57500001071662**”.

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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
2. The Promoters are constructing the said entire project to be known as Aikya Roots on the said land, consisting of two residential buildings to be known as “ASHOKA (A – WING)” and “BANYAN (B – WING)” each consisting of Ground / Stilt plus 3 levels of podium and 17 (Seventeen) or more upper floors And 1 Commercial building to be known as “GOLDEN OAK(C WING)” consisting of ground plus **6** floors (Part) on portion of the entire property being CTS Nos. 6 admeasuring 2644.5 sq.mtrs, 6/1 admeasuring 29.2 sq.mtrs, 6/2 admeasuring 25.9 sq.mtrs, 6/3 admeasuring 9.5 sq.mtrs, 6/4 admeasuring 9.5sq.mtrs, 6/5 admeasuring 51.4 sq.mtrs. and 6/6 admeasuring 769.5 sq.mtrs and in aggregate admeasuring 3539.5 sq.mtrs and which portion is more particularly described in the **THIRD SCHEDULE** hereunder written and marked by **BLUE color** boundary line on the **PLAN**



Allottee/s initial



Promoter initial

annexed hereto as **ANNEXURE “H”** (hereinafter the portion admeasuring **3102.84** sq. mtrs. of land bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and

6/6 is referred to as the said residential and commercial buildings on the said land and are jointly referred to as **“THE SAID PROPERTY”**). in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them. The Allottee/s agrees that the name of the building/s shall not be changed even after formation of the ultimate body of Allottee/s and the same shall remain as mentioned in this clause accordingly.

3. The Promoters further propose and desire to construct additional proposed sale building/s and other buildings subject to sanction and approval being obtained from the concerned authority. The Allottees is aware that at present building plans in respect of the said building/s are sanctioned up to _____. Promoters shall before carrying out such addition or alteration in lay out plan or specification of the building or common area shall obtain prior consent as required under the Act of the Allottee/s who have agreed to take said flat/office in such building/s.
4. The Promoters have represented that there may be further sale building/s on portion of the said entire project land pursuant to increase in FSI, amalgamation of Property or otherwise. The Allottee/s hereby permits the Promoters for the same.
5. The Allottee/s hereby expressly permits to the Promoters for re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Promoters may desire to realign and redesign. If the building/Wing, in which the Allottee/s have agreed to acquire the said flat / office is completed earlier than other Buildings / Wing on the said Property, the Allottee/s confirms that the Promoters then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said entire project land or any part thereof or any adjoining property or said Property



Allottee/s initial



Promoter initial

as the case may be. Notwithstanding anything else contained herein, till the construction of the building “ ” and other building/s to be constructed on the said entire project land are completed and the F.S.I. and/or T.D.R. and/or the any other benefits available in present or in future on the said entire property are fully utilized by the Promoters and all the obligations, required to be carried out by the Allottee/s herein and the other Allottee/s of flat from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, of the Said building/s, as the case may be. The Allottee/s agree not to raise any demand or dispute or objection in that behalf.

6. The Allottee/s herein has/have prior to the execution of this agreement independently inspected and perused the title certificate annexed to this agreement and also otherwise investigated and satisfied himself/herself/themselves/itself about the Promoter's rights to develop the said entire Property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Allottee/s herein after execution of this agreement.
7. The Allottee/s is aware that due to planning constraints, the Promoters have in order to effectively develop the said entire project land sought certain concessions in under the Development Control Regulation, 2034 including Regulation 41 thereof from the Municipal Commissioner of Greater Mumbai while applying for grants/ sanctions / permissions. The Attlottee/s is/are aware that such concession has been granted by the Municipal Commissioner of Greater Mumbai. The Allottee/s hereby irrevocably undertakes not to challenge the concession obtained by the Promoters for development of the entire project land or the land adjoining thereto. The allottee is aware that promoter has availed concession for deficiency in open space and the allottee hereby agrees for the same and shall not object for the development in neighborhood with deficient open spaces.



Allottee/s initial



Promoter initial

8. The Promoters have registered the said Project being under the Real Estate (Regulations & Development) Act 2016 (**"RERA Act"**) under No. **P51800047194 for the said project to be known as "AIKYA ROOTS" comprising of 2 residential wings i.e. ASHOKA (A WING)" BANYAN (B WING)"** and a commercial wing i.e. **GOLDEN OAK (C WING)"** a copy showing registration is annexed hereto as **ANNEXURE "I"**.
9. The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s in the said project Aikya Roots, Flat/office /Premises/Unit No.____ admeasuring ____sq. mtrs. carpet area (as per RERA act), on the ___ floor in the ____ wing of the building to be known as "_____() WING" more particularly described in the **FOURTH SCHEDULE** hereunder written and delineated in **RED** color boundary line on the floor plan annexed hereto as **ANNEXURE "E"** (hereinafter referred to as **"THE SAID FLAT / OFFICE "**) for the price of Rs. _____ /- (Rupees _____ only) (**"TOTAL CONSIDERATION"**) including the proportionate price of the common areas and facilities appurtenant to the said flat and excluding the GST, Registration charges , stamp duty and any other government charges , extent and description of the common/limited common areas and facilities which are more particularly described in the **FOURTH SCHEDULE**.
10. The Promoters hereby agrees to allot/grant exclusive use of ____ mechanical/still/stack parking space/s bearing no/s. ____ situated in _____basement and/or stilt / podium and/or_____ in the said building being constructed to the Allottee/s (hereinafter the said flat/unit/office and car parking nos. ____ are jointly referred to as **"THE SAID PREMISES"**).
11. The Allottee/s has/have paid to the Promoters on or before the execution of this agreement a sum of Rs._____ /- (Rupees _____only) as and by the way of earnest money and hereby agrees by pay to the Promoters the balance amount of Rs._____ /- (Rupees _____ only) from the said Total Consideration, in the following manner:



Allottee/s initial



Promoter initial

- i. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on completion of plinth of the building in which the said premises is situated;
- ii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on completion of 1st Podium of the building in which the said premises is situated;
- iii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on completion of 2nd Podium of the building in which the said premises is situated;
- iv. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on completion of 3rd Podium of the building in which the said premises is situated;
- v. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 4th slab of the building in which the said premises is situated;
- vi. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 5th slab of the building in which the said premises is situated;
- vii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 6th slab of the building in which the said premises is situated;
- viii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 7th slab of the building in which the said premises is situated;
- ix. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 8th slab of the building in which the said premises is situated;



Allottee/s initial



Promoter initial

- x. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 9th slab of the building in which the said premises is situated;
- xi. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 10th slab of the building in which the said premises is situated;
- xii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 11th slab of the building in which the said premises is situated;
- xiii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 12th slab of the building in which the said premises is situated;
- xiv. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 13th slab of the building in which the said premises is situated;
- xv. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 14th slab of the building in which the said premises is situated;
- xvi. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 15th slab of the building in which the said premises is situated;
- xvii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 16th slab of the building in which the said premises is situated;
- xviii. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 17th slab of the building in which the said premises is situated;



Allottee/s initial



Promoter initial

- xix. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 18th slab of the building in which the said premises is situated;
- xx. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 19th slab of the building in which the said premises is situated;
- xxi. A sum of Rs. _____ /- (Rupees _____ Only), to be paid on casting of the 20th slab of the building in which the said premises is situated;
- xxii. Amount of Rs. _____ /-(Rupees _____ Only) to be paid to the Promoters on completion of the walls, internal plaster, floorings of the said flat.
- xxiii. Amount of Rs. _____ /-(Rupees _____ Only) to be paid to the Promoters on completion of the doors and windows of the said flat.
- xxiv. Amount of Rs. _____ /-(Rupees _____ Only) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.
- xxv. Amount of Rs. _____ /-(Rupees _____ Only) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said flat is located.
- xxvi. Amount of Rs. _____ /-(Rupees _____ Only) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, lift lobby/s, plinth protection, paving of area appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said flat is located.
- xxvii. The Balance Amount of Rs. _____ /- (Rupees _____) to be paid against and at the time of handing over



Allottee/s initial



Promoter initial

of the possession of the Flat/ Office to the Allottee on or after the receipt of Occupancy Certificate or Completion Certificate

xxviii. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoters will forward by courier/email/post/WhatsApp to the Allottee/s, intimation of the Promoters having carried out/commenced the aforesaid work, at the email / address / phone no. given by the Allottee/s under this Agreement and the Allottee/s /s agrees to receive such intimation through the above mentioned communication channels and will be bound to pay the amount of installments within _____ days of Promoters dispatching such intimation. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at State Bank of India's highest Marginal Cost of Lending rate + 2% p.a.

xxix. It is expressly agreed by the Allottee/s herein that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of him/her/them/it to make payment of the same. The Promoters will send such notice under certificate of posting /whats app/ email at the address /phone no mentioned hereinafter by the Allottee/s and The Allottee/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“RIPL AIKYA ROOTS MASTER COLLECTION ESCROW A/C”, Bank: HDFC Bank, Branch: FORT**, (i.e. the Escrow Bank) bearing Accounts No **“57500001071662”**.

12. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST is liable on the total consideration payable hereunder and consequently, the amount of each installment payable by the Allottee/s to the Promoters, including any of the aforesaid total consideration as mentioned in clause no 11 hereinabove, the Allottee/s will be required to pay the applicable Service Tax/GST to the Promoters in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the



Allottee/s initial



Promoter initial

applicable Service Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoters the Service Tax/GST including any of the aforesaid total consideration as mentioned in clause no ___ hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoters. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at State Bank of India's highest Marginal Cost of Lending rate + 2% p.a. thereon before taking possession of the said unit/premises. The Allottee/s shall forthwith on demand pay to the Promoters the amounts payable by the Allottee/s in order to enable the Promoters to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoters). The Allottee/s hereby indemnifies and agrees to keep the Promoters indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoters on account of the Allottee/s failing to pay to the Promoters on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

13. The total consideration is escalation-free save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation



Allottee/s initial



Promoter initial

published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

14. The Promoters have expressly informed to the Allottee/s that the carpet area and the exclusive area are subject to a variation cap of + / - 3 percent on account of structural and/or design and/or construction variances. In case of any dispute regarding the measurement of carpet area and exclusive area, the same shall be physically measured after removing all finishes and the cost of removal of finishes shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Area. The total consideration payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area beyond 3% cap then Promoters shall refund the excess money paid by the Allottee/s within forty-five days. in case of payment beyond 45 days the Promoters shall pay interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee/s, the Promoters shall demand additional amount from the Allottee/s to be paid to the Promoters within 15 days from the date of confirmation of such increase in floor area of the said flat by both parties. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 9 of this Agreement.
15. The Allottee/s hereby authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
16. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Promoters shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said entire Property / the said project Land, and the entire increased, additional, future and extra



Allottee/s initial



Promoter initial

F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building/s in favor of the Society/Limited Company/Condominium and (b) The promoters shall obtain prior written consent of the allottees in order to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property/said entire project Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoters may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society/ Limited Company/Condominium and even post formation of the Society Limited Company/Condominium and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be / Deed of Lease and/or deemed Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said Building/s in favor of the Society. All the above respective payments shall be made to the Promoters within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favor of the Promoters.

17. In accordance with the provisions of the Income Tax Act, 1961 the Allottee/s is/are under obligation to deduct the TDS at the rate as applicable in law of the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each installment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoters. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the



Allottee/s initial



Promoter initial

consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters.

18. The Promoters hereby agree 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 flat to the Allottee/s, obtain from the concerned local authority part and/or full occupation certificate and/or completion certificates in respect of the said flat. After obtaining full and/or part occupation certificate and/or completion certificate from the local authority, the Allottee/s and other Allottee/s/legal occupant/s of the said building/s shall be covenant to such terms, conditions, stipulations and restrictions that are and/or shall be laid down by the local authority for the said residential building.
19. The Promoters have expressly made clear to the Allottee/s that the Promoters have obtained necessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s has granted permission to the above and entered into this agreement. While carrying out such amendment, the Promoters will endeavour to ensure that such amendment shall not affect floor of the said flat and its area beyond the +/- variance of 3% in the carpet area and exclusive area.
20. The Promoters hereby declares that the Floor Space Index available as on date in respect of the entire project land is _____ square meters only and Promoters have planned to utilize additional Floor Space Index of _____(Sq. Mtrs) by availing of TDR or FSI available on payment of premiums or fungible FSI available or any other FSI by whatever name called or 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 Regulation (DCR), which are applicable to the said entire project land. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the entire project land and allottee has



Allottee/s initial



Promoter initial

agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI and all further and other benefits shall belong to Promoters only. The Promoters as stated above shall utilize road width FSI and any other FSI/TDR by whatever name called as is available under DCPR 2034 or any other law for time being in force.

21. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in handing over the possession of the unit to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Promoters to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoters for delay in handing over possession and for non-payment of any dues payable under this Agreement.
22. Without prejudice to the Promoters' rights, under this agreement and/or in law, including for damages, the Promoters, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoters, as the case may be, interest at the rate of as per rules or at such rate as Promoters may decide on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
23. Without prejudice to the right of Promoters to charge interest, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall at its own option, may terminate this Agreement.



Allottee/s initial



Promoter initial

24. Provided that Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the e-mail address/ WhatsApp on the number provided by the Allottee/s, of his/her/their 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/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:

- a) The Allottee/s shall cease to have any right or interest in the said Premises or any part thereof;
- b) The Promoters, as the case may be, shall be entitled to sell and transfer the said Premises at such price and on the terms and conditions to such other person or party as the Promoters may, in its absolute discretion deem fit, without any recourse to Allottee/s. The Promoters will thereupon execute an Agreement in favour of such other person or persons as the Promoters directs, if in the event the default is in respect of amounts payable to the Promoters. In the event the default is towards payment of any amount due to the Promoters, the Allottee/s shall pay to the Promoters, the balance of the consideration of the premises and thereupon the Promoters alone shall be entitled to the deal with and/or dispose of the said premises as they may deem fit.
- c) On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said Premises, the Promoters shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoters without any interest in pursuance of this Agreement after deducting there from:
 - i. 10% of the purchase price of the said Premises shall stand forfeited as Liquidated Damages. The Allottee/s confirms and warrants that the liquidated damages is a genuine and pre-estimate of the loss or damage that is likely to be suffered by the Promoters on account of default on the part of the Allottee/s to pay the amount payable by him/her/it/them to the



Allottee/s initial



Promoter initial

Promoters hereunder towards liquidated damages. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoters, the ability or inability of the Promoters to resell the Said flat/premises, among others. The Allottee/s waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

- ii. The taxes, GST, service charges and outgoings, brokerages etc. if any, due and payable by the Allottee/s in respect of the said Premises up to the date of termination of this Agreement;
- iii. The amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- iv. The balance amount payable to the Allottee/s after deducting all of the above, shall be refunded only after their registration of the deed of cancellation of this agreement, the cost including stamp duty of registering the deed of cancellation shall be borne and paid by the Allottee/s alone.

25. The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoters shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said flat/office/unit/premises. The Allottee/s agrees that receipt of the said refund by cheque from the Promoters ~~by~~ to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

26. Whenever in this Agreement it is stipulated that the Allottee/s 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 flat to the total carpet area of all the said flat in the project.



Allottee/s initial



Promoter initial

27. Commencing a week after notice in writing is given by the Promoters to Allottee/s that the said flat is ready for use and occupation irrespective of whether the possession of the said flat is taken or not in accordance with this agreement and further:

- a) a further sum of Rs._____(amount as per other charges) per sq. feet carpet area towards monthly contribution to cover the municipal taxes, water charges and his/her/their contribution towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings/ maintenance charges in respect of the said flat/premises and building/s including local taxes 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 property / building until the condominium or a society or limited company or a Body Corporate Society as the case may be is formed and the said property and building are transferred to or till management is handed over to the organization of Allottee/s the maintenance charges of the said property for a period of 24 months (approx.).
- b) Any other outgoings that have not been specified and are / shall be incurred for the said building/s and its premises shall be shared by all the Allottee/s of units.
- c) A lump sum deposit of Rs._____-/- (Rupees _____ Only) towards recovery of Common Area and Facilities Management Charges, Local Taxes and Levies and/or any other outgoings shall be recovered on or before grant of possession of the said flat. Failure to make such deposit shall deem to be breach of this agreement by the Allottee/s. Until the condominium or a society or limited company or a Body Corporate Society as the case may be is formed and the said land and the said building/s are transferred to it, the Promoters shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoters/Co-operative Society/Company any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The



Allottee/s initial



Promoter initial

amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters till the necessary transfer deed/lease deed is executed in respect of the land underneath the concerned building in favor of the society or a limited company, subject to provisions of the said Act and the rules made thereunder, on such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoters to the society or limited company, as the case may be, subject to deductions to be made, if any.

- d) A Damages Resolution Interest Free Security deposit of Rs. _____/- (Rupees _____ only) (1,00,000/ 1,50,000/ 2,00,000/) shall be obtained from the Allottee/s at the time of granting possession of the said Flat for safeguarding the said building/s against any damages and / or breakage and / or cost incurred with respect to the common areas and / or the facilities / external façade of the said building/s and / or the other apartments and / or premises and/or flats in the building/s due to inadequate care taken while carrying out interior works in the said Flat by the Allottee/s and its agents. In case of any damages caused due to the interior works of the Allottee/s, the said security deposit shall be forfeited to the extent of the cost incurred to resolve such damages. The Allottee/s shall at any given time maintain the adequate balance of such deposit, in case of any forfeiture as mentioned hereinabove, the Allottee/s shall within 7 days reinstate the balance of the damages resolution security deposit. The Allottee/s shall inform in writing that the interior works carried by the Allottee/s are complete and the Promoters shall return the Damages Resolution Interest Free Security deposit on the expiry of 3 months of occupying and actual utilization of the said flat by the Allottee/s.

28. The Allottee/s is aware that the said building/s and the common areas and amenities in the said building/s shall be maintained and managed by the Facility Management Company (FMC) appointed by the Promoters. The Allottee/s along with the other Allottee/s and owners of the premises shall be entitled to avail of the services provided or arranged by or through the Promoters/ FMC at a cost or charges that may be fixed by the Promoters/FMC. All common costs, charges and expenses that may be claimed by the Promoters / FMC shall be to the account of and borne by



Allottee/s initial



Promoter initial

the Allottee/s of the premises in the said building/s. These common costs shall be shared by all such Owners/Allottee/s on pro-rata basis determined by the Promoters and/or FMC, which determination shall be binding on the Allottee/s.

29. a) The Allottee/s shall after payment of the entire total consideration to the Promoters and all applicable taxes and outgoings to Promoters under this Agreement on execution of this Agreement and prior to taking possession of the said Premises, deposit with the Promoters following sums of money in addition to any other amounts mentioned in this agreement:

Particulars	Amount
1) Legal Charges	
2) Share application money	
3) Society Formation	
4) Refundable Security Deposit	
5) Water and electric meter	
6) Development Charges	
7) Corpus Fund	
8) Pipe/ Gas Connection	
9) Club /GYM membership	
10) ADHOC Maintenance (18 Months)	
Total	

- b) The Advocates and Solicitors of the Promoters shall prepare within 3 months (need to check if we can change to 6 months as per rera and Tanvi) of occupation certificate (OC), the Lease, Conveyance, Declaration and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Condominium, Co-operative Society or the Limited Company as the case may be and all costs, charges and expenses including stamp duty, registration charges, the cost of preparing and



Allottee/s initial



Promoter initial

engrossing this agreement and for the conveyance and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organization, the Promoters shall utilize the sum of Rs. _____/- (Rupees _____ only) as mentioned in Sub-Clause ___ & ___ paid by the Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Owners.

30. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.
31. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the condominium or a society or limited company or a Body Corporate Society as the case may be, on the Conveyance/Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said land and/or any part thereof and the said building/s as the case may be executed in favor of the condominium or a society or limited company or a Body Corporate Society as the case may be. The Promoters will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.
32. The Promoters has represented that the mechanical parking spaces form part and parcel of the common areas which are common to all the Allottees. The Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicle / cars in the Podium Level to be constructed by the Promoters for parking in Puzzle Form and/or Stack Form or any manner as the Promoters may decide and which area has been sanctioned by the MCGM for parking vehicles. The Allottee/s is also aware that the Promoters shall allot to some other Allottee/s and members of the society as and by way of an additional amenity the exclusive right to park vehicles / cars in the parking tower for mechanical parking of vehicles, as shown in the plan hereto. These exclusive rights to park vehicles / car as afforested are both inheritable and transferable and will stand attached to the said flat the same being an amenity attached to the said flat and the same shall not be transferred by the Allottee/s otherwise than with the



Allottee/s initial



Promoter initial

transfer of the said Flats. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoters herein in favor of the other Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favor of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the said Society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. This Agreement shall be treated as permission to the Promoters granting such exclusive rights to other Allottees and members of the said society.

33.

- (i) The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building/s, a majority of the car parking spaces provided in the said building/s are in the form of Puzzle/Stack type automated/manual mechanical car parking system, which shall have a floor mounted roller bed type system, allowing criss cross movement of car parking pallets, in the car parking towers wherein there shall be no identified spot/place which may be earmarked for parking of vehicles of a particular acquirer of premises in the said building/s and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as **“the Mechanical Parking”**). The Allottee/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.
- (ii) For the effective management of car parking spaces in the said building/s and in order to avoid any later disputes, the Promoters are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said building/s for exclusive use thereof



Allottee/s initial



Promoter initial

by certain acquirers of premises in the said Building depending on availability of parking spots in the Mechanical Parking System. The Allottee/s agree/s that the Promoters shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that on admission of the Allottee/s to the said society /Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof.

As per such tentative plans prepared by the Promoters, the holder of the said premises would be entitled to park ___ (_____) vehicle/s in the Mechanical Parking system in Zone A/B/C/D etc.

- (iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

34. Agreed further that the permission given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to



Allottee/s initial



Promoter initial

have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.

35. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
36. The Promoters shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoters may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/premises etc. under this agreement.
37. It is hereby expressly agreed that the Promoters shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/offices /unit/premises, garages, and allot user exclusive ~~use~~ of open spaces/parking space/stack parking, terrace or portion thereof etc. in the new proposed building/s and other structures on the said land for commercial/residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoters may deem fit without affecting or prejudicing the rights of the Allottee/s in the premises under this agreement. The Allottee/s shall not object to and hereby give his/its permission to the Promoters allotting, selling or otherwise dealing with parking spaces, and such allotment sale etc. shall be binding on the Allottee/s.
38. The Promoters shall endeavor to hand over possession of the said flat to the Allottee/s on or before 30/06/2027_subject to what is otherwise stated herein. If the Promoters fails and neglect to give possession of the said flat on the aforesaid date or any such date as may be extended by mutual consent, then the Allottee/s shall have the option to terminate this agreement after giving 90 days' notice in writing about the Allottee/s's intentions to terminate the agreement. The Promoters shall be granted opportunity to offer legal possession of the said flat within the notice period. In case of failure to offer legal possession, the Promoters shall be liable to refund to the Allottee/s within 3 months the amount received by the Promoters in respect of the said flat/premises along with simple interest at



Allottee/s initial



Promoter initial

State Bank of India's MCLR Rate + 2% p.a. being the same interest rate as mentioned hereinabove above from the date the Promoters received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest at State Bank of India's MCLR Rate + 2% p.a. thereon and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s shall be entitled to such refund from the Promoters only after execution and registration of the deed of cancellation and waiving his/her /their right and interest derived from this agreement. The Allottee/s shall before be exercising its rights under this clause shall have to ensure that he/she/they are not under any breach/breaches of this agreement and have fulfilled their obligations in totality. The protection available to the Allottee/s in this clause is subject to the Allottee/s having paid all the amounts due and payable hereunder as per the payment schedule stated in this agreement.

39. The Promoters shall be entitled to reasonable extension of time for carrying out its obligations herein if completion of building 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.

And that the Allottee/s hereby agree to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

40. The Allottee/s shall take possession of the Said Flat within 15 (fifteen) days of the Promoters giving written notice to the Allottee/s intimating that the said flat is ready for use and occupation. If, during a period of 5 years from the date of handover of the possession, the Allottee/s brings to the notice of the Promoters any Structural Defect in the said flat or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Allottee/s) shall be rectified

☞

Allottee/s initial

☞

Promoter initial

by the Promoters at its own costs. In the case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive reasonable compensation from the Promoters for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Architect / Engineer of the Promoters. If the Allottee/s carries out any alteration and / or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change and/or alteration in the said flat or any part thereof in the said flat and/or the said building, the liability of the Promoters shall come to an end and the Allottee/s alone shall be responsible to rectify such defect and/or change at their own costs.

41. The Promoters has agreed to provide in the said Flat's / Office the amenities as per list annexed hereto as **Annexure "J"**. The Promoters reserves rights to add/remove/change any items/brands of such amenities at their sole discretion. As the Promoters are not charging any additional amount for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto.
42. The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence/office or any other user permitted in law. The Allottee/s shall use the said car parking space only for purpose of keeping or parking vehicle.
43. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building/s from the date of possession in respect of the said premises. The common expenses in respect of the said land shall be shared by the Allottee/s of units and other premises of the said building/s in proportion of their respective area.
44. The Allottee/s along with other Allottee/s(s) of Flats/units/ office in the said building/s shall join in forming and registering the condominium or a society or limited company or a Body Corporate Society as the case may be to be known by such name as the Promoters 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



Allottee/s initial



Promoter initial

necessary for the formation and registration of condominium or a society or limited company or a Body Corporate Society as the case may be and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of Allottee/s. No Objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. It is expressly agreed that a separate society shall be formed for the allottee/s of the commercial ~~project~~ building ~~property~~ and the allottee/s shall not object to the same or interfere with the functioning of such proposed condominium or a society or limited company or a Body Corporate Society.

45. The Promoters shall execute registered conveyance within 3 months from the date of issue of occupancy certificate in respect of all buildings on the entire project land in favor of the common Organization in respect of the structure of the commercial and residential building/s along with the land underneath subject to the right of the Promoters:
- i. to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the Allottee/s; and
 - ii. to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the said property; and
 - iii. to use all internal roads and all the facilities, amenities and services for such future and / or ongoing development or otherwise.
46. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units/flat and other flat including car parking spaces in the said building/s shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/ of the said Property and the said building in favor of the Common Organization, be and remain the absolute property of the Promoters, and the Promoters after expiry of the 12th month from the date of issuance of Occupation certificate shall become members of the



Allottee/s initial



Promoter initial

Common Organization in respect thereof, and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Common Organization shall object to or dispute the same. On the Promoters, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, flat, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favor, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, transfer charges, donations or any other amount of whatsoever nature in respect thereof. The Promoters shall pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Flat / Units directly to the concerned authority.

47. It is further expressly agreed and confirmed by the Allottee/s of the Residential buildings that the allottees/ owners of the commercial building to be known as "GOLDEN OAK(C WING)" shall have a separate common organization and they shall have no right to use the common areas/ facilities of the residential buildings apart from the parking allotted to the allottees/owners of the commercial building. The allottees / owners of the commercial building shall bear their monthly maintenance separately and shall not incur any common cost related to the amenities and operatives of the residential buildings & vice a versa.

48. All costs charges and expenses in connection with the formation of the Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said building/s in favor of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorneys of the Promoters for preparing and approving all such documents



Allottee/s initial



Promoter initial

shall be borne and paid by the Common Organization or proportionately by all the Allottee/s in the said Building/s. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when demanded.

49. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- i. The Promoters hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Property;
- ii. If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoters shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoters shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storey's will be the sole property of the Promoters who will be entitled to deal with or dispose of the same in any way the Promoters choose and the Allottee/s hereby gives permission to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the premises agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.
- iii. The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Promoters till the final conveyance / transfer of the said property and building/s to the common organization of Allottee/s and the Promoters will be entitled to utilize the same by constructing on the said property even after the transfer of the said property and building/s to the ultimate body of Allottee/s.
- iv. In view of the Development Control Regulations (2034) and changes to Development Plan or otherwise, it is possible for the Promoters to acquire



Allottee/s initial



Promoter initial

certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilizing such Development Rights. Such additional structures, or floors, shall be the absolute property of the Promoters and the Promoters shall be entitled to dispose of the same in any manner as Promoters may deem fit without adversely affecting the premises of the Allottee/s.

- v. The Allottee/s agree/s and undertake/s to permit and give the Promoters/Promoters all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which in addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such premises etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- vi. The Promoters, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoters may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building/s by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoters may deem fit and proper.
- vii. The Promoters shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be



Allottee/s initial



Promoter initial

permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.

- viii. The Allottee/s hereby expressly permits to the Promoters re-aligning, re-designing the said building/s or the recreation area or internal road and passages and such other area or areas which the Promoters may desire to re-align and re-design. The said building/s, is completed earlier then the scheduled time of completion mentioned herein under, then the Allottee/s confirm/s that the Promoters will be entitled to utilize any F.S.I. which may be available on the said entire project land or any part thereof till the F.S.I. available on the said entire project land is duly utilized by the Promoters and the amount or amounts receivable by the Promoters and all obligations required to be carried out by the Allottee/s herein and Allottees of other premises are fulfilled by them, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Apartments as the case may be and the Allottee/s agree/s and permits not to raise any demand or dispute or objection in that behalf.
- ix. It is agreed and understood that at any time before the execution of the Conveyance/Assignment of the said proposed new building/s known as "AIKYA ROOTS" the Promoters shall be entitled to amalgamate the said land with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property land by the Promoters;
- x. The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building/s. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this clause. The Allottee/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;



Allottee/s initial



Promoter initial

- xi. All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Allottee herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their permission to the same;
- xii. The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoters/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove.
- xiii. Till the said property is transferred to the ultimate body of Allottee/s all open spaces of the said premises shall belong to the Promoters to use the same in any lawful manner. The Promoters has put up by way of LED/Neon sign of their company/building name 'Aikya Realty/Aikya Roots' on the top terrace/gate/lobbies and various other places or podium. The same shall remain even after the formation of the condominium/society and shall be duly maintained by the Condominium/Society at their costs and expenses. The Allottee/s hereby accepts the same and gives his/her/their permission to the same. Further, no other neon sign, hoarding or cellular phone tower or equipment of any nature whatsoever except as the neon sign mentioned herein, shall be put up on the terrace.
- xiv. The Promoters shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party



Allottee/s initial



Promoter initial

including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construct by the Promoters on the said property or any other adjoining property or properties as the Promoters may desire or deem fit.

- xv. The Allottee/s is aware that the Promoters or the Maintenance Agency nominated by the Promoters for providing certain Maintenance Services in the said building/s shall maintain the said building/s until such time as the condominium or a society or limited company or a Body Corporate Society as the case may be of the Allottee/s is formed and takes charge of the property. Provided that thereafter the Allottee/s alongwith the other members of the condominium or a society or limited company or a Body Corporate Society as the case may be of flat, the Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoters and/or the said Agency appointed by the Promoters at their own cost and risk.
- xvi. It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the said Flat and the said building/s secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said flat shall be sole responsibility of the owner/Allottee/s/occupant and the Promoters or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the said Flat hereby agreed to be purchased by the Allottee/s.
- xvii. The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the said land.
50. It is further agreed by the Allottee/s that they shall not at any time or at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Flat/office /unit/ Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any



Allottee/s initial



Promoter initial

change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoters and/or the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Flat/ Premises to be carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Flat/Premises and that Plans and details for interior work should be submitted to the Promoters and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoters and/or the Common Organization. It is further agreed that the Allottee/s(s) shall keep deposited Rs. ____/- (Rupees _____ only) with the Promoters and/or the Common Organization as a deposit which shall be used by the Promoters and/or the Common Organization to rectify damage caused, if any, to the said structure or common property or others' property during interior works and that the decision of the Promoters and/or the Common Organization in this respect shall be final and binding on the Allottee/(s).

51. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoters, the same shall be reimbursed by the Allottee/s to the Promoters in proportion of the said flat agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Allottee/s.

52. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building/s standing thereon, the same relating to the period after the Allottee/s is put in possession of

☞

Allottee/s initial

☞

Promoter initial

the said flat shall be borne and paid by the Allottee/s in proportion to the net usable area occupied by it.

53. The Promoters hereby represents and warrants to the Allottee/s as follows:-

- i. The Promoters have clear and marketable title with respect to the said land; and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the project;
- ii. The Promoters have 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 said land or the project except those disclosed in this title report/agreement;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the said project, the said land and said building/s 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, said land and said building/s shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;
- v. The Promoters have 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/s created herein, may prejudicially be affected;
- vi. The Promoters have 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 project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;



Allottee/s initial



Promoter initial

- vii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;
- ix. The Promoters have 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 land to the competent Authorities;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received or served upon the Promoters in respect of the said land.

54. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat may come, do hereby covenant with the Promoters as follows:

- i. To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do, or suffer to be done, anything in or to the said building/s, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat itself or any part thereof;
- ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said



Allottee/s initial



Promoter initial

building/s including entrances of the said building/s and in case any damage is caused to the said building/s and/or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee's cost;

- iii. Not do or suffer to be done anything in the said flat or to the said building/s or the said flat which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- iv. To carry at his own cost all installations and internal repairs to the said Flat and shall not do or suffer to be done anything in the said Flat or to the said building/s or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority and shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- v. Not to make any alteration in the elevation and outside colour scheme of the said building/s and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Flat without the prior written permission of the Promoters and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoters and/or the Common Organization for the same;
- vi. 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 said building/s or any part thereof or whereby any increase in premium shall become payable in respect of insurance;



Allottee/s initial



Promoter initial

- vii. 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 said project land and the said building/s;
- viii. No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building/s and/or in the compound of the said building/s by any of the flats/units/flat holders and/or the said organization at any time whatsoever without the permission of the Promoters. However the Promoters till the common organization is formed and thereafter the common organization alone shall, from time to time, and at all times be entitled to permit the flat holders of the flat in the s building/s to install equipment such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building/s as the Promoters may determine absolutely at its discretion.
- ix. The refuge area adjoining to lobby / staircase / flat (hereinafter referred to as **“the Refuge Area”**), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Flat Allottee/s / Common Organization. The Promoters shall allow the flat owner/s adjoining the Refuge floor to maintain and keep the Refuge floor clean and habitable. The Refuge area in the said building/s shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building in case of an emergency. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- x. The Allottee/s shall not affix any grills, signage, window air-conditioner on the exterior of the said building/s or remove any fixtures provided by the said Promoters or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, signage, window air-conditioner, fixtures, obstructions upon being called upon by the Promoters or the ultimate body of Allottee/s and shall be liable to pay a fine of Rs.



Allottee/s initial



Promoter initial

3,00,000/- (Rupees Three Lacs Only) to the Promoters/ ultimate body of Allottee/s that may be formed.

- xi. The Allottee/s hereby agrees to not transfer the said flat/unit/office within a period of 12 months from the date hereof.
- xii. Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said building/s;
- xiii. 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 Unit / Flat by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- xiv. The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the Said premises or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said premises or any part thereof until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated and has taken prior written permission of the Promoters;
- xv. The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot/land, the said Building and the said Flat 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes,



Allottee/s initial



Promoter initial

expenses or other out-goings in accordance with the terms of this Agreement;

- xvi. Till the conveyance/Lease of the said land and the said Building is executed in favour of the Common Organization, the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said and and the said building/s or any part thereof other than the said premises sold to the Allottee/s under this agreement.
- xvii. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoters, the Allottee/s hereby agrees to reimburse the same to the Promoters in proportion to the area of Flat / Units / Premises / Parking space etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Allottee/s.
- xviii. The Allottee/s shall insure and keep insured the said Flat / Units / Premises against loss or damage by fire of any other calamities for the full value thereof
- xix. The Allottee/s agrees that his/her/its interest in the said land and the said building/s is impartable and shall not be entitled at any time to demand partition of his interest in the said land and/or in the said building/s.
- xx. In case MSEB / Reliance / Tata Power/Adani or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building/s, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units / Premises agreed to be acquired by them.
- xxi. To indemnify and keep indemnified the Promoters against any losses that may be caused to him on account of fire, lift mishap, illegal activities, interior work, damage to the said building/s on account of negligence/non



Allottee/s initial



Promoter initial

– Maintenance or like nature until the Occupation Certificate with respect to the said property and said commercial project property is obtained.

xxii. Until the said property together with the said building/s is/are conveyed as aforesaid, the Promoters will control the management of the said building/s , realisation of outgoings and the disbursements of the payments to be made. The Allottee/s along with other flats / premises / parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoters.

xxiii. The Allottee agrees to separate the dry and wet garbage generated from the said flat and also agrees to treat the wet garbage separately on the same plot along with the other residents of the building.

55. Notwithstanding any other provisions of this Agreement the Promoters shall be entitled to, at the Promoters sole and absolute discretion:

- i. to decide from time to time when and what sort of document of transfer should be executed in whose favor.
- ii. to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
- iii. have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time for various flats/shops/unit's/parking spaces.
- iv. have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be done by the Allottee/s, if the Allottee/s is/are not co-operative or unwilling to follow or observe the policy formulated by the Promoters for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the



Allottee/s initial



Promoter initial

State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters still the final Conveyance/Lease/Assignment of Lease, as the case may be, lease given by the Promoters to the society and/or limited company as may be formed or incorporated as contemplated herein.

- v. to cause to be and/or sub-leased, leased, conveyed and/or transferred the said building/s together with the land underneath the building/s and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
 - vi. to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed / assigned / leased to the common organization.
 - vii. to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
56. After the Promoters executes this Agreement, the Promoters shall not mortgage or create a charge on the said premises 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/s who has taken or agreed to take such premises. The Promoters shall however be entitled to deal with including sell, all the other unsold/unallotted flats/ units/parking spaces, in the said Property as they deem fit and proper.
57. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoters as the case may be shall have first lien and charge on the said flat agreed to be allotted to the Allottee/s.



Allottee/s initial



Promoter initial

58. This Agreement sets forth the entire agreement and understanding between the Promoters and the Allottee/s pertaining to the said Premises and supersedes, cancels and merges:

- i. All agreements, negotiations, commitments writings between the Allottee/s and the Promoters prior to the date of execution of this Agreement.
- ii. All the representation, warranties commitments etc. made by the Promoters to the Allottee/s in any documents, brochures, hoarding etc. and /or through any other medium.

59. The Allottee/s agrees that his/her/their/its interest in the said property and the said building/s is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building/s.

60. 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 Allottee/s of the Premises in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

61. The Allottee/s hereby agrees, undertakes and covenants with the Promoters / Promoters/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters / Promoters/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters / Promoters as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

62. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the said Premises agreed to be sold by the Promoters and



Allottee/s initial



Promoter initial

agreed to be acquired by the Allottee/s. The exclusive right to remaining unsold flats/shops/units/parking spaces and portion or portions of the said building/s and the said Property shall be the sole property of the Promoters. The Promoters shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and permits to the right of the Promoters, to develop the said Property including the said building/s known as “ _____”, on the said land more particularly described in the _____ SCHEDULE hereunder written, in whatsoever manner the Promoters may deem fit and proper without any further reference or other permission or concurrence in future upon transfer of the said land/building ‘Aikya Roots’ to the said ultimate organization, the Allottee/s will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.

63. The Advocates and Solicitors of the Promoters shall prepare the Deed of Conveyance/Assignment/Lease and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organisation shall be borne and paid by all the Allottee/s of the Said Flat in the said Property in proportion to the respective area of the respective Premises.

64. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and the said building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises. It is further agreed that all rights of ownership in all other open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Property and the said Building is transferred to the said Common Organization as hereinabove mentioned, which in any case shall



Allottee/s initial



Promoter initial

be subject to the rights of the Promoters as agreed to and specified herein and of the other Allottee/s of units and flat as herein stated.

65. The Allottee/s hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
66. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
67. The Allottee/s shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
68. The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
69. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and the rules made there under.
70. The Allottee/s is/are aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and



Allottee/s initial



Promoter initial

liable to pay such taxes if any. The Allottee/s hereby agrees and undertakes to pay the same if and when becomes payable.

71. The Courts in Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
72. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
73. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
74. 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 Premises, as the case may be.
75. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
76. The Allottee/s has taken inspection of all relevant documents and has satisfied himself fully in respect of the Promoters' title to the develop the Property prior to the execution of this Agreement and the Allottee/s doth hereby accepts the same and agree not to raise any requisition or objection/s or dispute relating thereto at any stage; and agrees, declares



Allottee/s initial



Promoter initial

and confirms that the Allottee/s has/have entered into this Agreement out of his/her/their own free will and without any coercion, and after reviewing the draft of this Agreement has understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement. The Allottee/s has also obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

77. The Promoters shall handover a set of approved plans along with the BCC/OC to the condominium or a society or limited company or a Body Corporate Society and they shall maintain and preserve documents and plans received from the Promoters. Further, the condominium or a society or limited company or a Body Corporate Society shall carry out necessary structural audit reports and fire safety audit/s at regular intervals as required by law through the authorized agency/agencies as stipulated by MCGM.

78. 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.

79. That all notices to be served on the Promoters and the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified mobile SMS, WhatsApp/ Email ID/Under Certificate of Posting at their respective addresses specified below:

Promoters' Name: Racek Industries Pvt Ltd

Promoters' Address: 213, 2nd Floor, Turf Estate Next To Famous Studio,
Shakti Mill Lane, Mahalaxmi, Mumbai – 400011.

Promoters' Notified Email ID: info@aikyarealty.com



Allottee/s initial



Promoter initial

Promoters Mobile NO: 9137835505

Allottee/s's name: _____

Allottee/s's Address: _____

Allottee/s's Notified Email ID: _____

Allottee/s's Mobile No: _____

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

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

81. 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 Mumbai courts will have the jurisdiction for this Agreement.

82. The Permanent Account Numbers of the parties hereto are as under:

Sr. No.	Particulars	Name	PAN No
	PROMOTERS	RACEK INDUSTRIES PVT LTD	AAACR2187G
	ALLOTTEE		



Allottee/s initial



Promoter initial

THE FIRST SCHEDULE ABOVE REFERRED TO:
(“the said larger property”)

All that piece and parcel of land admeasuring 3539.5 sq. mtrs or thereabouts (as per the Property Register cards) bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of village Vikhroli, Taluka Kurla in the registration District and Sub- District of Mumbai City and Mumbai Suburban together with the structures standing thereon and lying, being and situate at 12A Lal Bahadur Shastri Marg Vikhroli (West) Mumbai 400079.

THE SECOND SCHEDULE ABOVE REFERRED TO
(the portion transferred to BMC)

Portion admeasuring _____ out of the said larger property more particularly described in the First Schedule above and which portion is shown in _____ colour boundary line in the Plan annexed hereto as Annexure “_”.

THE THIRD SCHEDULE ABOVE REFERRED TO

Portion admeasuring _____ out of the said larger property more particularly described in the First Schedule above and which portion is shown in _____ colour boundary line in the Plan annexed hereto as Annexure “_”.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(“the said flat”)

Flat No / office no . _____ on _____ floor admeasuring _____ sq. mtrs carpet area, as per RERA Act in the Building known as “_____”as per plan annexed hereto as Annexure – _____ alongwith exclusive rights to the use _____ car parking space as per plan annexed hereto as Annexure – _____ on property bearing Cadastral Survey Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of village Vikhroli, Taluka Kurla in the registration District and Sub- District of Mumbai City and Mumbai Suburban, admeasuring 3539.5 sq. mtrs or thereabouts (as per the Property Register cards) along with structure/s thereon and lying, being and situate at 12A Lal Bahadur Shastri Marg Vikhroli (West) Mumbai 400079.



Allottee/s initial



Promoter initial

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE)

Within named the **PROMOTERS**)

RACEK INDUSTRIES PRIVATE LIMITED,)

(Through its authorized signatory)

Mr. Pratik Jain and)

Mr. Shantilal Jain)

in the presence of :)

1.)

)

2.)

)

SIGNED AND DELIVERED BY THE)

Within-named the Allottee/s)

_____)

in the presence of :)

1.)

)

2.)

)



Allottee/s initial



Promoter initial

RECEIPT

RECEIVED of and from the above named Allottee/s)
Rs. _____/- (Rupees _____ Only))
as and by way of part consideration and subject)
to realization)
of further sum of Rs. _____ /-)
(Rupees _____ only) paid)
by the Allottee/s to the Promoters)
In the manner as set out in **ANNEXURE “___”** hereto)
And aggregating in all to Rs. _____/- by him paid)
to us.)Rs. _____/-)

Housiey.com

WE SAY RECEIVED.

RACEK INDUSTRIES PRIVATE LIMITED

Authorised Signatory

WITNESSES:

- 1.
- 2.



Allottee/s initial



Promoter initial