

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** (“**this Agreement**”) is made at [●] on this [●] day of [●], 2025;

### **BETWEEN**

**J. P. INFRA (MUMBAI) PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office address at 401-402, 4<sup>th</sup> floor, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East) Mumbai – 400 093, hereinafter referred to as the “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

### **AND**

[●] Adult/s, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013/a limited liability partnership registered under the Limited Liability Partnership Act, 2008/ a Hindu Undivided Family (HUF) by and through its Karta, having their address/registered address/principal place of business for the purpose of these presents at [●] hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”.

### **WHEREAS:**

- A. The Municipal Corporation of Greater Mumbai (hereinafter referred to as the “**MCGM**”) is the Owner of plots of land bearing C.S. No. 327/10 admeasuring 2396.88 sq. meters and C.S. No. 900/10 (old C.S. No.544 pt.) admeasuring 285.12 sq. meters aggregating to 2682.00 sq. meters of the Dadar Matunga Division situated at Scheme No. 6, Road No. 4, (Laxmi Narayan Lane), Matunga (C.R.), Mumbai – 400 019 and more particularly described in the **First Schedule** hereunder written and hereinafter referred to as the “**said**

**Land**” and standing thereon were 6 Buildings of Ground plus 2 Upper floors, consisting of A, B, C, D, E & F Wings known as B.I.T. 2RT Blocks (hereinafter called the **“said Old Buildings”**) consisting of 72 individual residential tenements given out on rent by the MCGM to various persons occupying them \ (whenever the context so admits the existing residential tenement used & occupied by Tenants/Occupants hereinafter collectively referred to as the **“Tenanted Premises”**). Apart from the afore-stated there was also MCGM Chowky cum Pump Room admeasuring 250 sq. feet (23.23 sq. meters) hereinafter referred to as (**“MCGM Pump Room”**). For the sake of brevity, the said Land, said Old Buildings and MCGM Pump Room are hereinafter collectively referred to as the **“said Property”**. The said Land is delineated with red colour boundary line on the plan annexed hereto and marked as **Annexure “1”**.

- B. The said Old Buildings were constructed somewhere in between the year 1925-1940 (as reflected in the layout plan prepared by Municipal Architect Department dated 22<sup>nd</sup> December 1959) and had outlived their lives and have now been demolished.
- C. The tenants/occupants of the various Tenanted Premises (hereinafter collectively referred to as **“Members/Tenants”**) residing in the said Old Buildings formed a Co-operative Housing Society i.e. B.I.T. 2RT Co-operative Housing Society (Proposed) now registered under the provisions of Maharashtra Co-operative Society’s Act, 1960 bearing registration no. **MUM/WFN/HSG/(TC)9997/2004-2025** and having its address at c/o. F-63, B.I.T. 2RT Blocks, Scheme No. 6, Road No. 4, (Laxmi Narayan Lane), Matunga (C.R.), Mumbai – 400 019 (**“said Existing Society”**).
- D. The said Society was in receipt of various offers for redevelopment of the said Land and after scrutiny of the same and after holding various meetings and negotiations in respect of the same, the General Body of the said Society accepted the offer of the Promoter herein.
- E. The Members of the Society in the General Body Meeting held on 15<sup>th</sup> May, 2022 have unanimously appointed the Promoter for implementing the redevelopment scheme in accordance with the provision of Regulation No. 33(7) of Development Control and Promotions Regulation for Greater Mumbai, 2034 (**“DCPR 2034”**) and / or under any other provision or any other schemes as may be permissible under DCPR 2034.
- F. By and under a Development Agreement dated 24<sup>th</sup> June 2022, (**“Development Agreement”**) executed between the B.I.T. 2 R.T. Co-operative Housing Society Limited (therein referred to as the **“Society”**) of the First Part, all the 72 Members of the said Society (therein collectively referred to as the **“Members”**) of the Second Part and J. P. Infra (Mumbai) Private Limited i.e. Promoter (therein referred to as **“Developer”**) of the Third Part, the said Society and it’s Members granted to the Promoter herein the redevelopment rights in respect to the said Property by utilization of the full development potential (present and future) of the said Land including

but not limited to basic FSI and/or Fungible FSI and/or TDR or FSI by whatsoever name it is known under DCPR 2034 obtained either with or without payment of premium or any other charges to the Government Authorities with respect thereto (including but not limited to staircase, lift, balconies, lobbies, architectural projections and any other free of FSI area, if any) together with the spillover FSI etc. as available on the said Land from time to time as per the provisions of DCPR 2034 and other applicable laws, in the manner and against the consideration/ area entitlement as set out therein and the Promoter agreed to the same.

- G. By and under a Tri-Partite Agreement dated 1<sup>st</sup> August, 2025 executed between the BrihanMumbai Municipal Corporation (therein and herein referred to as "BMC") (through the Deputy Municipal Commissioner (Improvements) (therein referred to as "DMC (IM)") being the authorized representative of BMC) of the First Part, B.I.T. 2R.T. Co-operative Housing Society Limited (therein referred to as the "**Society**") of the Second Part and Promoter herein (therein referred to as "**Developer**") of the Third Part and registered with the Office of Sub-Registrar of Assurances at **Mumbai 4** under Serial No. MMI4-16182-2025, ("**Tri-Partite Agreement**"), BMC has agreed to permit the Society and the Developer to redevelop the said Land by demolishing the said Old Buildings, the MCGM Pump Room and other structures and hereditaments thereon to inter alia construct new building/s thereon on the terms and conditions more particularly mentioned therein.
- H. In light of the above the the Promoter is vested with the right to develop the said Land inter alia by demolishing the said Old Buildings and MCGM Pump Room and constructing thereon new building comprising of (i) sale units (residential and commercial) , (ii) rehab units to be allotted to the existing tenants and (iii) Municipal Housing units to be handed over to the BMC ("**MH**") collectively referred to as "**the New Building**" along with a Municipal Chowky cum Pump Room to be handed over to the BMC ("**New Pump Room**") as approved/to be approved by the BMC in accordance with applicable laws (as amended / modified from time to time). The New Building and the said Pump Room are hereinafter collectively referred to the "**said Real Estate Project**" and is delineated with blue colour boundary line on the plan annexed hereto and marked as **Annexure "2"**.
- I. The Promoter intends to inter alia construct on the said Land, the said New Building Real Estate Project comprised by utilizing maximum development potential (both present and future) of 16,000 sq. mtrs. in the form of FSI/TDR/Fungible FSI/Incentive FSI/ Compensatory FSI or such other FSI as may be available under any scheme/s as is permissible under Development Control and Promotion Regulations 2034 for Greater Mumbai (collectively referred to as "**Project FSI**") or any other regulations, laws as may be applicable from time to time.
- J. The BMC has vide an Intimation of Disapproval ("**IOD**") dated 14<sup>th</sup> May, 2025 bearing reference no. P - 17693 / 2023 / (327 / 10 And Other) / F / North / MATUNGA / IOD / 1 / New, approved the plans upto the 13<sup>th</sup> floor of A

and C Wings and upto the 12<sup>th</sup> floor of the B and D Wings. Pursuant to the IOD, BMC has granted Commencement Certificate dated 29<sup>th</sup> Septemebr, 2025 bearing reference no. P-17693/2023/(327/10 And Other)/F/North/MATUNGA/ CC/1/New ("CC") (as will be endorsed/issued from time to time), for the Real Estate Project to be constructed on the said Land. A copy of the IOD and CC are hereto annexed and marked as **Annexure "3"**.

- K. The Promoter reserves its rights and shall continue to be entitled to amend, modify the said Land including any future and further development of the said Land including the location of the reservations, if any, affecting the said Land and to be constructed at any place on the said Land, in full or in part, as may be required by the Promoter from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the said Land anywhere on the said Land, in a phase-wise manner as may be deemed fit and proper by the Promoter, including implementing various schemes / regulations as mentioned in the Development Control and Promotion Regulations including but not limited to 33(12B) or clubbing of adjoining land or based on expectation of increased FSI / development potential which may be available in future on modification of provisions of DCPR as applicable from time to time, which are applicable to the development of the said Land inter alia in consonance with revised DCPR. Any amendments to the Project FSI of the /said Land in accordance with the revised approvals and permissions and what is stated herein will result and require changes to the existing approved plans.
- L. The development of the said New Building i.e. 'Codename Matunga Origins' proposed as a "real estate project" by the Promoter is registered ("**Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"), as amended from time to time, it is mandatory for the Promoter to register the said Real Estate Project with the Real Estate Regulatory Authority ("**RERA/Authority**")." The Authority has duly issued the Certificate of Registration bearing No. [●] dated [●] and dated [●] for the Real Estate Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "4"** hereto.
- M. The Promoter proposes to construct the said Real Estate Project consisting of 4 wings having residential units and commercial units in compliance with the approvals by the Concerned Authorities and in accordance with applicable laws, the details of which are mentioned hereinbelow and with composition as detailed herein:

**a) Wing A comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities+ Recreation area open to sky
04 <sup>th</sup> to 13 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 13 <sup>th</sup> floor)

**b) Wing B comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities + Recreation area open to sky
04 <sup>th</sup> to 12 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 12 <sup>th</sup> floor)

**c) Wing C comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities + Recreation area open to sky
04 <sup>th</sup> to 13 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 13 <sup>th</sup> floor)

**d) Wing D comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking

3 <sup>rd</sup> Floor	Part residential and part Amenities + Recreation area opne to sky
04 <sup>th</sup> to 12 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 12 <sup>th</sup> floor)

- e) The Promoter has made the Allottee/s aware that the Promoter shall construct (1) rehab units to be allotted to the existing tenants in the said New Buidling and (2) some Muncipal Housing units to be handed over to the BMC in the said New Buidling.
- f) There will be some stack/mechanical covered parkings located on the said Land situated at western side of the New Building at ground level as shown in the plan annexed hereto as Annexure 2 and is hereinafter refered to as “**Ground Level Parking**”. The Promoter hereby reserves the right to amend the typology of the said Ground Level Parking at it’s sole discretion to either make it stack and/or mechanical as may be required by law or be viable to the Promoter.
- N. The Promoter is entitled to sell all saleable premises of free sale component, TDR and rights and benefits in the Real Estate Project for such price and terms and conditions as it deems fit and proper;
- O. The Promoter hereby reserves the right to rename the said Real Estate Project ‘Codename Matunga Origins’ during its development as the Promoter deem fit and appropriate and the Allottee/s irrevocably consent/s to the same.
- P. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocate(s) and Planning and Architectural Consultants. The Allottee/s has/have also examined all the documents and information uploaded by the Promoter on the website as required by the MahaRERA Authority under RERA Act and the RERA Rules and has understood the documents and information in all respects. Prior to the execution of this Agreement, the Allottee/s has/have made enquiries thereon and is/are satisfied with respect to (i) the title of the Promoter to undertake the construction on the said Land and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement as per the applicable law and sell the premises therein; (ii) the approvals and permissions (including Intimation of Approval and Commencement Certificate) obtained till date. The Allottee/s undertake/s that he/she/it/they has/have verified with his/her/its/their financial advisor/institution and confirm that the Allottee/s has/have the financial capability to consummate the transaction.
- Q. The carpet area of the said Premises (as defined below) means the net usable floor area of the said Premises, excluding the area covered by the external

walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Premises. The carpet area (as defined under RERA Act) of the said Premises is as set out in the **Second Schedule** hereunder written (hereinafter referred to as "**Carpet Area**"). The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat/Shop/Office in the Building known as 'Codename Matunga Origins as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**said Premises**").

In addition to the RERA carpet area, the Promoter has proposed exclusive balconies in some of the premises forming part of the said New Building. Such exclusive balconies where applicable are counted in FSI and are for exclusive use of the Allottee(s) who has/have purchased such premises. Kindly refer to Annexure 8 for details of the availability/non availability of such balconies with the said Premises.

- R. The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that the Promoter may at their discretion including but not limited to planning constraints or on account of the height not being sanctioned or for any other reason may construct a building of the floors less than the aforesaid maximum of 20<sup>th</sup> habitable floors. On account of the above, there may be changes / amendments in location, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, fire check floor, fire chute, etc.), the Allottee/s shall agree to the same, if required or called upon to do so.
- S. At present, a total FSI of 11035.41 square meters (sq. mts.) have been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of 4964.59 square meters as maybe generated and approved. The total FSI thus to be consumed for the development of the Real Estate Project shall be 16000 square meters or thereabouts.
- T. The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereinunder ("**Real Estate Project Amenities**"). The Allottee/s shall bear and pay usage charges as may be fixed by the Promoter and also the taxes as may be applicable thereon for utilizing the amenities which are chargeable.
- U. The Promoter reserves the right to substitute, upgrade, modify, relocate or enhance any or all of the Real Estate Project Amenities (defined hereinbelow) as may be required under law or as the Promoter in its sole discretion may deem fit.
- V. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Real

Estate Project. The Promoter shall be entitled to decide the sites/location to put hoarding/boards of their logo and/or brand name or any other logo and/or brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and the Promoter will be entitled to all the revenues arising from the same. The Promoter or its nominee shall in perpetuity have the right of ingress and egress to such signboards at all the times for the purposes of repairs and maintenance and the Allottee/s and/or the Existing Society and/or the Proposed Society (defined hereinbelow) of the Allottee/s in the Real Estate Project shall not directly or indirectly obstruct the same. The Promoter shall not be liable to pay any fees, charges or monies for the same to the Society.

- W. The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority i.e. <https://maharera.mahaonline.gov.in>
- X. The Promoter has entered into standard agreement/s with a Licensed Surveyor registered with the BMC. The Promoter has further entered into standard agreement/s with Architects registered with the Council of Architecture.
- Y. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said New Building and the Real Estate Project which shall be under the professional supervision of the Licensed Surveyor and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- Z. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyor, Shri Rajesh Khandeparkar of Messrs V.S. Vaidya and Associates, and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder, including *inter alia* the following:
- (i) All the title deeds, documents, etc., referred to in this Agreement.
  - (ii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan and the Commencement Certificate; and
  - (iii) Copy of the Title Report dated 30<sup>th</sup> September, 2025 issued by Adv. Cecil Philip ("**Title Report**") certifying the right/entitlement of the Promoter is annexed and marked herewith as **Annexure "5"**.
  - (iv) Copies of all deeds and documents as referred to in the Title Report.
  - (v) The authenticated copies of the Property Card of the said Land is annexed hereto as **Annexure "6"**.
  - (vi) The authenticated copies of the plans of the said Land as proposed by the Promoter and according to which the construction of the New



Building and open spaces are proposed to be provided for the Real Estate Project have been annexed hereto and marked as **Annexure "7"**.

- (vii) The authenticated copies of the plans and specifications of the said Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked as **Annexure "8"**.
- AA. While sanctioning the plans, approvals and permissions as referred hereinabove, the Competent Authority/ies have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authority.
- BB. The Promoter has obtained some approvals from the concerned local authority including but not limited to the plans, the specifications, elevations, sections of the said New Building and shall obtain the pending approvals from various authorities from time to time, so as to obtain the Building Completion Certificate or Occupation Certificate of the said New Building;
- CC. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the Competent Authorities have been obtained, the details whereof are stated herein and (ii) the approvals and sanctions from other relevant statutory authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.
- DD. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred to hereinabove.
- EE. 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.
- FF. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter, the said Premises for a lumpsum consideration as set out in the **Second Schedule ("Sale Consideration")** hereinunder written and upon the terms and conditions mentioned in this Agreement. The Allottee/s agree/s and confirm/s that the Sale Consideration referred to above is exclusive of taxes including but not limited to GST, service tax, MVAT and/or any other taxes which may be applicable from time to time. The Allottee/s hereby agree and undertake to pay the applicable taxes at the applicable rates as and when demanded by the Promoter on or before the due date. It is agreed and clarified that the Sale

Consideration shall be paid by the Allottee/s as mentioned in the Fifth Schedule.

- GG.** Under Section 13 of RERA Act, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- HH.** In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises on the Terms and Conditions hereinafter appearing.

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

1. The above Recitals shall form an integral part of the operative part of this Agreement, and are not repeated in the operative part for the sake of brevity but be deemed as if the same are set out in the operative part verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA Act.
2. The Promoter proposes to construct the said New Building named as '**Codename Matunga Origins**' on the said Land consisting of 4 wings having residential and commercial units in compliance with the plans, designs and specifications as approved by the concerned local authority from time to time as follows:-

**a) Wing A comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities +Recreation area open to sky
04 <sup>th</sup> to 13 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 13 <sup>th</sup> floor)

**b) Wing B comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking

1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities +Recreation area open to sky
04 <sup>th</sup> to 12 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 12 <sup>th</sup> floor)

**c) Wing C comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities + Recreational area open to sky
04 <sup>th</sup> to 13 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 13 <sup>th</sup> floor)

**d) Wing D comprising of:**

1 level basement	Parking and Services
Ground floor	Part commercial and part parking
1 <sup>st</sup> and 2 <sup>nd</sup> Floor	Part residential and 1 level part parking
3 <sup>rd</sup> Floor	Part residential and part Amenities +Recreation area open to sky
04 <sup>th</sup> to 12 <sup>th</sup> floor to a maximum of 20 <sup>th</sup> residential floors	Residential (as per current approval approved upto 12 <sup>th</sup> floor)

3. In case of any increase in the existing/ approved FSI for any reason as stated herein under, the Promoter shall at it's sole discretion be entitled to utilize such increased FSI in the Real Estate Project which could lead to increase in the number of podium floors and / or commercial floor/s / units and / or residential floor/s / units. Additionally, as a result of planning requirements and an increase in the number of utility services amongst other things as the Promoter may think fit and necessary, there may be increase in the number of parking slots and/or units. Notwithstanding anything stated herein, the Promoter shall be entitled to use the present as well as FSI accrued/to be accrued on the said Land in the manner and it's sole discretion as they feel fit.

**PROVIDED THAT** the Promoter shall obtain the prior consent, in writing,

of the Allottee/s in respect of any variations or modifications or alterations which may adversely affect the said Premises of the Allottee/s, except any alteration or addition as may be required by any Government Authorities or due to change in law. For the purposes of this Agreement, “**Adversely Affected**” clause shall mean a change in the location of the said Premises within the Real Estate Project.

Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations as may be required by the Promoter from time to time, by obtaining 2/3<sup>rd</sup> consent of concerned adversely affected Allottee/s in the Real Estate Project as the case may be. It is clarified that the consent of those Allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required. It is further clarified that only if the said Premises allotted to the Allottee/s under this Agreement is relocated anywhere else in the Real Estate Project, the Allottee/s shall be deemed to be Adversely Affected person for the purposes of consent. The Promoter shall also be entitled to make such changes within the Real Estate Project or in the Premises as may be required by the Promoter or the concerned authorities or as may be necessary due to architectural and structural requirements and the Allottee/s hereby consent to the same, if required or called upon to do so.

**4. Disclosures and Title:**

- i. The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of its rights, title and interest to the Real Estate Project and the Allottee/s has/have taken full, free and complete disclosure of the rights, title and interest of the Promoter to the said Land, the said Real Estate Project and the Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website and other documents pertaining to the said Real Estate Project, and has/have also satisfied himself / herself / itself / themselves of the particulars and disclosures, including but not limited to the following:
  - (a) Nature of the right, title and interest of the Promoter to undertake construction on the said Land and the development of the Real Estate Project and the encumbrances thereon;
  - (b) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;
  - (c) Particulars of fixtures, fittings and specifications proposed to be provided in the said Premises as more particularly mentioned in the **Fourth Schedule** hereunder written;
  - (d) FSI utilized and/or to be utilized in the Real Estate Project / the

said Land as setout herein;

- (e) The Allottee/s hereby agree to be members of the said Society and/or of the organization to be constituted of the Allottees of the Premises in the Real Estate Project and the Allottees of the other real estate projects (if any) in the said Land irrespective of the nature of such organization;
  - (f) The Approvals to be obtained, in relation to the Real Estate Project/s development on the said Land;
  - (g) Nature of responsibilities of the Promoter and Allottee/s under this Agreement;
  - (h) The various amounts and deposits that have herein been agreed to be paid by the Allottee/s including the Sale Consideration, Other Charges (as defined herein below), facility charges, taxes, maintenance and outgoings.
  - (i) The nature of the right, title and interest of the Allottee/s in the said Premises hereby agreed to be created.
- ii. The Promoter would be entitled to amalgamate any contiguous land parcel with the development of the said Land either in reality or on layout, in accordance with applicable law/s, as may be amended, modified and / or re-enacted from time to time.
- iii. The Promoter is entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by it from time to time in accordance with law and / or as stated/disclosed herein.
- iv. The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have independently investigated and conducted legal and technical due diligence in respect of the Real Estate Project and the said Premises and has satisfied himself/herself/itself/themselves in respect of the title thereof and waives his/her/it's/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirm/s that the Allottee/s has/have been suitably advised by his/her/it's/their Advocates/Solicitors/consultants and that after having fully understood and accepted the terms hereof, decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Real Estate Project and the said Premises and doth hereby agree/s and undertake/s not to raise any dispute or objections to the same, at any point of time hereafter. The Allottee/s hereby confirm/s that the Allottee/s has/have agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

- v. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the said Premises agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges (as defined herein below), facility charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any protest, delay, demurage and/or breach of the same.
- vi. The Allottee/s is/are also aware that there will be some shops/offices/commercial units in the said New Building as per the sanctioned approvals. Subject to what is stated in this Agreement, in that event if, the Promoter forms a composite society/apex body comprising of the allottee/s and tenants of (i) sale units (residential and commercial), (ii) rehab units to be allotted to the existing tenants, (iii) Municipal Housing (MH) units to be handed over to the BMC (iv) Municipal Chowky cum Pump Room and any other structures that the Promoter constructs to be handed over to the BMC as set out hereinabove

#### 5. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the said Premises, as more particularly described in the **Second Schedule** hereunder written and as shown hatched with red colour on the floor plan annexed and marked **Annexure "8"** hereto, for the Sale Consideration as set out in the **Second Schedule** hereunder written. The Allottee(s) hereby confirm(s)/ undertake(s) that he/she/it/they is/are law abiding citizen(s) and that the Sale Consideration including Other Charges and taxes paid/payable under this Agreement is/ shall be funded from their own bonafide employment/ business earnings and/or by procuring financial assistance from Financial Institution(s) /lender. The Allottee(s) indemnify/ies the Promoter explicitly to this extent.
- (ii) The Allottee/s has/have paid before execution of this Agreement, a sum of Rs. [●] ( .[●] Rupees Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agree/s to pay to the Promoter the balance amount of Rs. .[●] ( [●] Rupees Only) and shall be deposited in the JP INFRA (MUMBAI) PVT LTD RERA DESIGNATED COLLECTION ACCOUNT FOR CODENAME MATUNGA ORIGINS, HDFC Bank, 321, JUHU - JVPD SCHEME Branch having IFSC Code HDFC0000321 bearing account no. 57500001829740 situated at Mumbai as more particularly

described in the Second Schedule hereunder written and hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the Sixth Schedule hereunder written. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 57500001830100 and 57500001830270 respectively.

- (iii) The Allottee/s has/have paid before execution of this Agreement, a sum of Rs.[●] (Rupees [●] Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs.[●] (Rupees [●] Only) as more particularly described in the **Fifth Schedule** hereunder written and hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **Fifth Schedule** hereunder written.
- (iv) The Promoter shall issue Demand and Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment due more particularly detailed out in the **Fifth Schedule** hereunder written (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the respective Installment, time being the essence of this Agreement. The Allottee/s are aware that the completion of a particular milestone may or may not be in the chronological order as set out in the Fifth Schedule hereunder written and the Demand and Tax Invoice to the Allottee/s shall be raised in accordance with completed milestone irrespective of their order or chronology set out in the Fifth Schedule..Further in future communications/Demand and Tax Invoice, wherever the reference of Real Estate Project appears shall be construed and deemed to mean the wing in which the said Premises is located.
- (v) The Allottee/s is/are hereby explicitly informed by the Promoter and the Allottee has conceded, agreed and undertaken that;
  - a. the Promoter may at it's sole discretion and without being obligated to make such additions and alterations as may be required by the Allottee/s, within the said Premises or as may be required by any other allottee of the said Real Estate Project within his/her/their/its Apartment/ Unit without being required to take the written permission of any other allottee/s of any premises in the Real Estate Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.
  - b. the Promoter shall be allowed to amend/modify/alter the



configuration of any of the premise/s, flat/s on any floor or more than one floor in the said Real Estate Project *inter alia* by amalgamation of premise/s, flat/s forming premise/s, flat/s of larger size OR division of larger premise/s, flat/s forming compact size premise/s, flat/s OR in any other manner to suit volatile market scenario in the best interest of the Real Estate Project.

Currently, the approved height of the building permits a total of 13 floors for the Wing A & Wing C and 12 Floor for the Wing B and Wing D. The Promoter intends to apply for additional permissions from the Competent Authority to construct upto a maximum of 20 floor and shall construct the same or part thereof as approved by the Competent Authority. In the event if the additional height to construct upto the 20<sup>th</sup> floor of the said New Building is not approved or permitted, the Promoter reserves the rights at it's sole discretion to modify/alter the FSI used on each approved floor.

- c. The Allottee/s hereby agree/s and grant his/her/their No Objection as contemplated in Section 14 of RERA Act, any other section, rule of RERA Act and applicable provisions of any law to the same as long as any of the hereinabove modifications/amends/ alterations do not adversely affect the said Premises as aforementioned in clause iv(b) above.

(vi) The payment by the Allottee/s in accordance with **Fifth Schedule** is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Premises to the Allottee/s for the Sale Consideration *inter-alia* because the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed out in the **Fifth Schedule** hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(vii) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, taxes and expenses incidental thereto as also the Other Charges and taxes on such other charges as set out in **Sixth Schedule** hereunder written ("**Other Charges**"). The Other Charges are tentative and are subject to finalization on or before handing over possession of the said Premises. Changes, if any, in the Other Charges as set out above shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. It is further clarified that the heads of Other Charges mentioned in the **Sixth Schedule** are only indicative and not exhaustive and the Allottee/s



agree/s to pay to the Promoter, such other charges/ amounts or such increase in the Other Charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises. The amounts to be collected from the Allottee/s as Other Charges may be received in separate account/s and will be intimated to the Allottee/s at the time of handing over of the possession of the said Premises. The Promoter and/or Agency/Facility Manager shall maintain a separate account in respect of the sums to be received from the Allottee/s towards Part A of the Other Charges and shall utilize the amounts only for the purposes for which they have been received, which will be intimated by the Promoter and/or Agency/Facility Manager to the Allottee/s before the time of handing over of the possession of the said Premises.

- (viii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate Project and/or with respect to the said Premises and/or this Agreement and Other Charges payable by the Allottee/s under this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name/nomenclature and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

The Allottee/s shall with a period of 7 (seven) days from the date on which it is demanded by the Promoter, pay to the Promoter the expenses along with penalties, charges, interest, etc. that may have been incurred by the Promoter towards any legal proceedings that may be instituted by the concerned authority/ies against the Promoter and/or by the Promoter against any authority/ies or third party or against the Allottee/s on account of such liability arising out of non-payment and/or any violation done by the Allottees and/or any act or deed attributable to the Allottee/s and/or other individual liability of the Allottee/s with respect to the aforesaid amounts/taxes.

- (ix) The Sale 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 Promoter shall enclose the said notification / order / rule / regulation / demand, 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.

- (x) The Allottee/s confirm/s to pay the consideration amount or part thereof only through cheque, RTGS or IMPS or equivalent and in no situation shall any cash be paid by him/her/them/it. The Promoter will not receive, credit or account for any cash payments towards consideration. The Allottee/s shall solely be held responsible to pay any penalties, levies, taxes etc. that may be charged by any authority attributed to violation of this clause.
- (xi) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Premises is complete and the Occupation Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of 3% (three percent) on account of structural design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal after refitting of such finishes shall be solely borne and paid by the Allottee/s alone. The total Sale Consideration payable on the basis of the re-measured Carpet Area of the said Premises, shall be re-calculated by the Promoter. If there is any reduction in the Carpet Area within the defined limit of 3%, then the Promoter shall refund the proportionate excess money paid by the Allottee/s within 45 (forty-five) days from the date of handing over of possession of the said Premises with an annual interest at the rate specified in the RERA Rules, from the date of such joint measurement. Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottee/s fails to take possession in accordance with the Possession Notice, as detailed out in clause 7 below. If there is any increase in the Carpet Area allotted to Allottee/s; the Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s on or prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/ Allottee/s; as the case may be, under this clause, shall be made at the same rate per square meter as agreed in the **Second Schedule** hereunder written. Failure to make payments by the Allottee/s shall amount to "default" and the Allottee/s shall be liable for consequences of default

or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoter or the Allottee/s, as the case may be, under this clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee/s, he/she shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.

(xii) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in their sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

(xiii) The Promoter has allowed a rebate for early payments, whereby the rebate and the rate of the rebate shall not be subject to any revision/withdrawal once granted to an Allottee/s by the Promoter.

(xiv) The Promoter hereby agrees to authorize/permit the Allottee/s; a stack and/or mechanical parking slot(s), as more particularly described in the **Second Schedule ("the said Car Parking Slot")** to be constructed on the said Land. Further, the Allottee/s agree/s not to dispute about the location of the said Car Parking Slot and/or the suitability thereof at any time in future. The said car parking slot have specific dimensions for car parking and the Allottee/s hereby confirms that they have checked on the available car parking sizes and are satisfied with the same and hereby undertakes that he/she/they shall not in future raise any dispute on the size, type and location of the said Car Parking Slot to be allotted. However, the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Slot by the Promoter and/or the Society and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the said Society/Apex Body. Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Car Parking Slot as constructed by the Promoter.

(xv) The Promoter has agreed to authorise/permit for the exclusive use of the Allottee/s with the said Premises, as stated above, the said Car Parking Slot as more particularly set out in the Second Schedule hereunder written. The Allottee/s agree/s and acknowledge/s that:

(a) The said Car Parking Slot is provided for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot by the Promoter and/or the Society of the Allottee/s in the Real Estate Project and shall pay such outgoings (including property tax) in respect of the said Car

Parking Slot as may be levied by the Promoter or the Society of Allottee/s or the Competent Authority in the Real Estate Project. Further, the Allottee/s agree/s not to dispute about the location of the said Car Parking Slot and/or the suitability thereof at any time in future.

- (b) The location of the said Car Parking Slot as identified herein shall be final and binding on the Allottee/s and the Allottee/s hereby agree/s, for the same and undertake/s not to dispute such authorization/ permission and/or the suitability thereof at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the said Car Parking Slot permitted/ authorized for use to him/her/them /it. The rights of the Allottee/s in respect of the said Car Parking Slot shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the said Car Parking Slot will tantamount to material breach of the terms of this Agreement. For such breach, the Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit.
- (c) The Allottee/s agree/s and undertake/s not to park his/her/its/their vehicle at any other place other than the said Car Parking Slot and shall park his/her/its/their vehicle in the said Car Parking Slot only as may be permitted / allotted by the Promoter.
- (d) Any mechanical/electronic car parking system that is purchased by the Promoter from third party Vendor/s, is subject to normal wear and tear and is also susceptible to malfunctioning. It may require a shut down for repairs and maintenance. The Allottee/s waives any and all claims, liabilities against the Promoter and / or its affiliates or their successors, Competent Authority and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, in case of mechanical car parking, the obligation of the Promoter to maintain the said car parking slot shall be limited to the extent of the warranty period or until the hand over of the management of the Real Estate Project to the Society/apex body/Society of allottees (as the case may be) therein, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Premises and/or the said Car Parking Slot for any reason whatsoever.
- (e) The Allottee/s agree/s to extend complete co-operation at all times with other allottee/s who have been permitted to use the said Car Parking Slot in the said Real Estate Project and ensure

that the other allottee/s are able to park their cars/vehicles in their permitted car parking slot/s at all times, without any difficulty.

- (f) The current car parking slot made available is/ are basis the approved plans from the competent Auhtoirty. The Promoter hereby and herein adequately and clearly declares that the Real Estate Project intend to develop upto a maximum of 20 floors and once such approval is accorded there may be an increase in the number of car parking slot/s to be provided to the allottees. The parking is proposed to be provided in the basement, part ground and part 1<sup>st</sup> and 2<sup>nd</sup> floor to be constructed in the Real Estate Project.
- (g) It is deemed that the Allottee/s has/have granted his/her/it's/their unconditional and irrevocable NOC with respect to any variations or modifications to Codename Matunga Origins, which may be required due to requirements of any Government Authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this Agreement.
- (h) Incase the Allottee/s does not opt for car parking slot along with the said Premises under this Agreement, then the Promoter shall not be under any obligation hereafter to provide a car parking to the Allottee/s in the future.
- (i) The Promoter hereby reserves the right to allot/permit/authorize the car parking slot/s until all the units of the said New Building are sold by the Promoter.

(xvi) The Promoter has duly disclosed to the Allottee/s and the Allottee/s confirm/s and agrees that the Promoter may, at its sole discretion and for the purpose of aesthetics and/or compliance in accordance with any new applicable law/regulations, as the case maybe, after obtaining necessary approvals in this regard, duly make necessary / corresponding changes in part or whole of the layout plans, building plans and / or unit plans of the Real Estate Project building plans; In any event, if a change in regulation permits / requires / enforces changes/amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, mezzanine floors, car parking, fire check floor, fire chute), the Promoter may undertake the same.

(xvii) As long as there is no change in the location/size of the said Premises within the Real Estate Project It is deemed that the Allottee/s have granted their unconditional and irrevocable NOC with respect to any



variations or modifications to the said Real Estate Project, due to requirements of any Government Authorities or due to changes in law/regulations/FSI or any change as contemplated by any of the disclosures already made to the Allottee/s under this Agreement, .

(xviii) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, overhead tanks, common entrances and exits of the building, meter room, other service areas and certain other portions of the Codename Matunga Origins necessary or convenient for its maintenance, safety, etc., in the Codename Matunga Origins and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project.

(xix) The common areas, facilities and amenities located in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.

(xx) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the Carpet Area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the Carpet Area of the said Premises. The Sale Consideration is only in respect of the said Premises..

(xxi) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the BMC or other Competent Authority(ies) at the time of sanctioning of the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the BMC or other Competent Authority(ies), the Occupation Certificate in respect of the said Premises.

(xxii) Time is of the essence for the Promoter as well as the Allottee/s; subject to the Allottee/s meeting, complying with and fulfilling all its obligations under this Agreement, the Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof.

(xxiii) The Allottee/s shall be at liberty to make the payment of Sale Consideration or part thereof, in advance before the same is due and agree/s and undertake/s not to raise any complaint, objection, claim etc. regarding the same before the RERA authority or any other court of law.

(xxiv) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Second Schedule** hereinunder written. In the event if the financial institution/Allottee/s lending bank fails to make payments towards the Demand and Tax Invoice then the liability of making such payments either within the due date and/or with interest accrued thereon post the due date shall lie upon the Allottee/s solely and failure to make such payments shall be deemed to be an event of default entitling the Promoters to enforce such remedies available to them under this Agreement and/or in law. Any payments made in favour of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each installment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.

(xxv) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.

(xxvi) The Allottee/s agrees and confirms that in the event of delay / default in making payment of Goods and Services Tax ("GST"), TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

(xxvii) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first

to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.

**6. FSI, TDR and development potentiality with respect to the Codename Matunga Origins:**

- (a) The Allottee/s acknowledge/s and confirm/s that the Promoter proposes to undertake construction on the said Land by utilization of the Project FSI i.e full and maximum development potential of the said Land (including FSI available by payment of premium or price arising out of the change of law and policy, purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, incentive FSI, additional FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of reservations to the concerned authorities and/or FSI) and in accordance with the approvals and permissions obtained/ to be obtained from time to time and as disclosed in the said Land. The plan of the said Land which is annexed to this Agreement as **Annexure "1"**, tentatively indicates the present/future/new buildings/towers/wings that may be built on the said Land as separate Real Estate Project. The Promoter reserves its rights and shall continue to be entitled to amend, modify the plans of the said Land including any future and further development of the said Land including the location of the reservations, if any, affecting the said Land and to be constructed at any place on the said Land, in full or in part, as may be required by the Promoter from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of commercial / residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the said Land anywhere on the said Land, as may be deemed fit and proper by the Promoter, including implementing various schemes / regulations as mentioned in the Development Control and Promotion Regulations like 33(12B) or clubbing of adjoining land or based on expectation of increased FSI / development potential which may be available in future on modification of provisions of DCPR as applicable from time to time, which are applicable to the development of the said Land inter alia in consonance with revised DCPR. Any amendments to the Project FSI of the /said Land in accordance with the revised approvals and permissions and what is stated herein will result and require changes to the existing approved plans.
- (b) The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the said Real Estate Project (including by utilization of the full development potential) **in the manner more**



particularly detailed at in this Agreement and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

- (c) The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the said Land whether purchased from any authority and /or third party by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, additional FSI, fungible FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the municipal reservation to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in DCPR 2034 or based on expectation of increased FSI which may be available in future on modification of DCPR 2034 which are applicable to the development of said Real Estate Project or otherwise by any other means whatsoever, which the Promoter estimates to be 16,000 square meters and which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Land and for the said Real Estate Project and which shall be developed as a proposed / separate phase and the same shall not affect the existing development that is proposed on the said Land and neither the Allottee/s nor the Society(ies) shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience. The Promoter reserve the right to use the balance FSI/additional/future FSI, etc. anywhere within the Real Estate Project and/or in the common integrated layout post clubbing as detailed in clause 5B hereinabove at their option.

## 7. Completion Date, Delays and Termination:

- (i) The Promoter shall endeavour to complete the construction of the said Premises and obtain the occupation certificate from BMC for the said Premises by the date as more particularly mentioned in the **Fourth Schedule** hereunder written ("**Completion Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors ("**Force Majeure Events**"):-
- (a) war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the said Real Estate Project and as per the provisions of Section 6 of RERA;
- (b) Any notice, order, rule, notification of the Government and/or

other Public or Competent Authority / Court.

(ii) If the Promoter fails to abide by the time schedule for completing and for handing over the said Premises to the Allottee/s on or before the Completion Date (save and except for the reasons as stated in Clause 6(i), then the Allottee/s shall be entitled to either of the following:

(a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India's Highest Marginal Cost of Lending Rate plus 2% (two percent) ("**the Interest Rate**") thereon for every month of delay from the Completion Date, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s; or

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). It is clarified that except for the failure of the Promoter to hand over the possession of the said Premises on or about the Possession date or further date as maybe mutually agreed between the Promoter and the Allottee/s (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s, subject to settlement/adjustment of the bank loan, if any, availed by the Allottee/s from any bank/ financial institution against the mortgage / security of the said Premises and post deduction and adjustment of the applicable taxes, brokerage and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time to be computed from the date the Promoter received Allottee/s Termination Notice. Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (received by the Promoter till the date of receipt of Allottee/s Termination Notice) and interest within 30 days from the date of receipt of the Allottee/s Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement.

(c) It is agreed that if the Allottee/s does/do not settle the bank loan or the Allottee/s does/do not procure no objection

certificate from existing bank/financial institution permitting resale of the said Premises to third party and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Premises and authorize/permit the said Car Parking Slot, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion and thereafter the Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said Deductions (as defined below) including the Forfeiture Amount along with interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges, as set out in clause 6(viii) below, refund to the Allottee/s, the balance amount if any of the paid-up Sale Consideration subject to clearance of any bank loan/financial obligation/ lien / mortgage and registration of the deed of Cancellation. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Car Parking Slot and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Slot in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.

- (iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 6(i)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(i)(b) above.
- (iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Promoter, (a) if Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt of intimation in that regard from the Promoter to the Allottee/s and/or fails to appear before the Sub-

Registrar of Assurances for its registration as and when intimated by the Promoter, as per Clause 41(i); and/or (b) on the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s.

- (vi) Upon occurrence of an event of three (3) defaults in respect of installments, the Promoter shall be entitled to at his/her/their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.
- (vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (“**Promoter’s Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; on receipt of the Promoter’s Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.
- (viii) On the issuance of the Promoter’ Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Premises and / or the said Car Parking Slot, with effect from the date of expiry of the Promoter’ Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and assign the said Car Parking Slot, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s. The Allottee/s hereby agree/s, confirm/s and acknowledge/s that the following (“**the said Deductions**”) shall constitute reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty (a) an amount equivalent to 20% (twenty percent) of the Sale Consideration (“**Forfeiture Amount**”), together with the applicable taxes thereon and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to the channel partner/agent as per actuals together with the applicable taxes thereon (c) all other

unpaid taxes and outgoings in respect of the said Premises up to the date of the Promoters' Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoters' Termination Notice (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation f) in case the Allottee/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending Bank/Financial Institution (g) any interest reimbursed by Promoter (in their discretion), if any, to the Allottee/s (where subvention scheme is not availed) (h) in case the Allottee/s has/have availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any approval/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s post making the said Deductions. The Allottee/s agrees to execute and register a deed of cancellation if so required by the Promoter for recording the termination of this Agreement in the form and manner as may be required by the Promoter. If the Allottee/s fail/s to execute and register Deed of Cancellation or does/do not cooperate then, the Promoter will issue Public Notice in newspaper declaring cancellation and thereafter the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the said Car Parking Slot, if any and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Slot, if any, in the manner it deems fit and proper in their absolute discretion without reference/recourse and passing any accounts to the Allottee/s.

- (ix) Upon receiving the Promoters' Termination Notice, or if the Allottee/s wishes to terminate this Agreement for Sale for any reasons other than those mentioned in clause 6(ii)(b) above, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises and the said Car Parking Slot in the manner it may in its sole discretion deem fit and proper. The Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereof, after deducting and adjusting the said Deductions including but not limited to the Forfeiture Amount, interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 6(viii), refund to the Allottee/s, the balance amount if any of the paid-up Sale



Consideration subject to clearance of any bank loan/financial obligation/lien/mortgage and registration of the deed of cancellation.

- (x) In case the Promoter receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Allottee/s without any interest thereon.
- (xi) The Promoter shall within a period of 15 (fifteen) days from the date of resale of the said Premises and receipt of Sale consideration from the new allottee, refund the paid-up Sale Consideration, if any, subject to the Allottee/s meeting all terms and conditions as mentioned in the clauses above and after deducting the said Deductions including the Forfeiture Amount and after also deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement, vide a cheque ("**said Cheque**") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee/s as and by way of full and final settlement. Further, after issuance of the Promoter Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.
- (xii) The Promoter and the Allottee/s have agreed on the said Deductions taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s unconditionally and irrevocably waives his/her/their/its right to raise any objection to the said Deductions or adjustment or appropriation of the said Deductions including the Forfeiture Amount as agreed herein and acknowledges that the amount of Forfeiture Amount is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Premises to the Allottee/s.

#### 8. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate from the BMC or other Competent Authority(ies) and upon payment by the Allottee/s of the requisite Installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement and in compliance with all terms and conditions of the intimation of possession letter, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges and other society charges as determined by the

Promoter and demanded vide Possession Notice/any other communication or the Society, as the case may be, prior to taking possession. The Allottee/s has further agreed and undertaken to clear all the pending dues as aforesaid including but not limited to arrears of interest (if any) on all the amounts payable in respect of the said Premises as demanded vide Possession Notice/any other communication. The Promoter shall offer the possession of the said Premises to the Allottee/s in writing within 3 (three) months after receipt of Occupation certificate in respect of the Real Estate Project and after compliance of all the remaining terms and conditions of this agreement and the intimation of possession.

(ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.

(iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing Rs [●] (Rupees [●] Only) as an **Interest Free Building Protection Deposit** to secure compliance with the Fit Out Guidelines. This deposit will be refunded without interest upon intimation of completion of fit-outs and after the successful completion of joint inspection of the premises fit out in accordance with the Fit-Out Guidelines within 60 (Sixty) working days. The Allottee/s is/are aware that the said refund of Interest Free Building Protection Deposit shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and shall be without prejudice to other rights and remedies which the Promoter is entitled to. The amount of the Interest Free Building Protection Deposit is tentative and is liable to be revised by the Promoter on or before handing over possession of the said Premises.

(iv) Upon receiving the Possession Notice from the Promoter as per Clause 8(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause 8(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all Other Charges with respect to the said Premises, as applicable and which shall fall due for payment from the

date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

(v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share, i.e., in proportion to the Carpet Area of the said Premises, of outgoings in respect of the Real Estate Project including *interalia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the BMC or other competent authority or other 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 advance maintenance of the Real Estate Project, as per the terms provided herein. The Allottee/s undertake/s not to ask for any concession in this regards. Until the Society is formed and the Society Transfer is duly executed and registered, **the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.**

(vi) The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit such amounts as mentioned in the **Sixth Schedule** hereunder with the Promoter. The amounts mentioned in the **Sixth Schedule** shall not be accountable by the Promoter except the amounts collected under 1 and 2 of Part A of **Sixth Schedule** which shall be accounted only to the Society of the premises purchasers and not to the Allottee/s individually. **The Other Charges are tentative and are liable to be revised by the Promoter on or before handing over possession of the said Premises. Changes, if any, in the amounts shall be intimated by the Promoter to the Allottee/s on or before handing over possession of the said Premises to the Allottee/s. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Sixth Schedule to the bank account of the Promoter, as detailed in the Second Schedule hereunder written or as may be prescribed by the Promoter at the time of payment. For the purposes of this clause, the expression "Promoter" includes its nominee.**

(vii) The Allottee/s understand, undertakes agrees and acknowledges that in the event the amounts collected under point 2 of Part A of the **Sixth Schedule** gets exhausted then the Promoter being the caretaker shall raise additional invoice for the same.

(viii) **The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take the possession of the said Premises within the time stipulated by the Promoter i.e within 15 days from the**



Possession Notice/possession intimation, then the Allottee/s shall in addition to the said Sale Consideration and Other Charges, pay to the Promoter holding charges at the rate of Rs [●] /- (Rupees [●]) per month per square feet of the total area of the said Premises including taxes (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of such delay the said Premises shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

9. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost or at the option of the Promoter, the Allottee/s may receive from the Promoter reasonable compensation for such defect in the manner as provided under the Act.

Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other Allottee/s in the Real Estate Project or third party or due to Force Majeure Events. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any Force Majeure Events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Codename Matunga Origins.

10. Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen which may result in leakage or seepage and shall not cover the duct area. If any such addition or alteration is carried out without the prior written consent of the Promoter, the defect liability automatically shall become void. The word “defect” here means only the manufacturing/construction and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

- (i) That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall

be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Premises/ Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement.

- (ii) That, it shall be the responsibility of the Allottee/s to maintain the said Premises and the said Real Estate Project in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;
  - (iii) That, further where the manufacturer's warranty on any product/amenity provided in the said Premises/ Real Estate Project or the said Car Parking Slot ends before the defect liability period and such warranties are covered under the maintenance of the said Premises/ Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Existing Society / Proposed Society shall ensure that annual maintenance contracts are done/renewed from time to time;
  - (iv) That, the Codename Matunga Origins and the development of the said Land as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/ manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project facilities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
  - (v) That, the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Premises including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
11. The Allottee/s shall use the said Premises or any part thereof or the said Car Parking Slot or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s confirm/s to abide by the rules and guidelines laid down by the Existing Society/Proposed Society/Apex Body to be formed with respect to the said Premises, part thereof, said Car Parking Slot and common areas with respect to its maintenance, upkeep and costs incurred thereon. The Promoter and/or the Agency/Facility Manager shall raise tax invoice demanding Other Charges as identified in the **Sixth Schedule** hereinbelow from the Allottee/s and each Allottee/s shall be required to pay the same as and when billed to them.

## 12. Agency/Facility Manager

- (i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the said Land, and such decision shall be final and binding and shall be entitled to nominate any one or more persons or agency for undertaking necessary activities ("**Agency/Facility Manager**") until the transfer in respect of the said Land is executed in favour of the Existing Society or the Proposed Society or Apex Body (as the case may be). Thereafter, subject to the provisions of Clause 11(iii) below, the Existing Society and/or the Proposed Society and/or the Apex Body shall be entitled to undertake the maintenance of the said Land alongwith the building then standing thereon i.e. the said Real Estate Project or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Existing Society or the Proposed Society and/or the Apex Body shall create and maintain a Sinking Fund for the purpose of maintenance and if the Existing Society or the Proposed Society and/or the Apex Body commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Existing Society or the Proposed Society and/or the Apex Body. The Promoter and/or the Agency/Facility Manager may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
- (ii) The Promoter shall have the right to designate any space on the said Land and/or the said New Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said New Building. The Promoter shall also be entitled to designate any space on the said Land and/or in the of the said New Building to such utility provider, either on leave and licence or leasehold basis inter alia for the purpose of installing power sub-stations with a view to service the electricity requirement in the said New Building or any part thereof.
- (iii) Notwithstanding any other provision of this Agreement,
  - (a) The Allottee/s hereby agree, acknowledge and confirm that the Promoter shall till the handing over of the affairs of the said New Building to the Existing Society or the Proposed Society and / or the Apex Body thereof, hold the right to supervise and manage the operations and maintenance of the said Real Estate Project including but not limited to the said New Building, common amenities and facilities on the said Land during/after

the development of the said Land and shall in this regard be entitled to nominate any one or more persons for undertaking necessary activities in this regard with the help of Agency/Facility Manager. The Promoter has and shall continue to have the authority and discretion to negotiate with such Agency/Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them and the Allottee/s unconditionally and irrevocable consent to the same. The cost incurred in appointing and operating the Agency/Facility Manager shall be borne and paid by the residents/ allottees/ occupiers of the premises of the said New Building/Real Estate Project in the manner as may be determined by the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Agency/Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said New Building shall be borne and paid by the Allottee/s of the units / premises in the said Real Estate Project alone.

- (b) The Promoter and/or Agency/Facility Manager shall for the works undertaken in relation to paragraph 11(iii)(a) above, additionally charge a fee amounting to approximately 8% on the cost and expenses incurred towards management, operation and maintenance of the said New Building / Real Estate Project, common amenities and facilities on the said Land after/during the development of the said Land as management fee ("**Management Fees**") until such time the Promoter has handed over the management of the operation and maintenance of the Real Estate Project to the Society(ies)/ Apex Body.
- (c) The Allottee/s hereby agrees to pay the Management Fees to the Promoter in the manner as set out in the above-mentioned clause and the same shall be due and payable by the Allottee/s from the date of the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier. The amounts set out in point 2 of Part A of the **Sixth Schedule** include the Management Fees. The Promoter shall be entitled to appropriate itself the Management Fees and the applicable taxes thereon including GST thereon directly therefrom without any further notice or intimation to the Allottee/s every month. The Allottee/s shall solely be liable to proportionate GST on the Management Fees.

- (iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Agency/Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Codename Matunga Origins and/or the said Land and/or the said New Building and/or the said Real Estate Project.

**13. Formation of the Society(ies) :**

- (i) There may be separate Co-operative Society(ies) or a common organization in respect of the A, B ,C and D wing of the said Real Estate Project standing on the said Land. The decision of the Promoter in respect of the formation of the Proposed Society /Societies or the said Existing Society defined herein and grant of Lease of the said Land and Lease/ Conveyance of the said New Building shall be valid and binding on the Allottee/s and such Proposed Society or common organization.
- (ii) The Promoter reserves the right to discuss with said Existing Society to cause induction of the Allottee/s into the said Existing Society of B.I.T. 2RT Co-op. Hsg. Soc. Ltd. The Allottee/s hereby accord their consent for the same and agree and undertake to sign requisite application, forms and other such documentations as would be applicable in that regard.
- (iii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA Act and the RERA Rules, in respect of the Real Estate Project the said existing Society as recited herein ("**the Society**").
- (iv) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, in the said Existing Society including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society or cause induction in the said Existing Society.
- (v) The name of the proposed society(ies) shall be solely decided by the Promoter.
- (vi) The Existing Society/Proposed Society shall admit all the purchasers of flats/shops premises in the Codename Matunga Origins as members,



in accordance with its bye-laws.

- (vii) The Promoter shall be entitled, , join as a member of the Existing Society/Proposed Society in respect of unsold premises in the Real Estate Project, if any
- (viii) The Promoter shall soon after the completion of the Real Estate project on the said Land, handover the operation and managements to the Society/ apex body (as the case may be) and thereafter, the society shall be responsible for the operation and management and /or supervision of the Codename Matunga Origins and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Further, the Promoter shall be allowed to use the common areas till the time unsold premises are sold and the Allottee/s irrevocably and unconditionally approve and consent to the same.
- (ix) Post execution of the society transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (x) The Promoter shall be entitled to use and consume the entire development potential on the said Land or part thereof even after formation of the Society/Apex Body and the Society and/or the Allottee/s shall have no objection against the same.
- (xi) Post execution of Society Conveyance/Lease of the said Land and Lease/Conveyance of the Building, the Promoter shall continue to be entitled to such unsold premises and to undertake the maintenance, marketing etc. of such unsold premises and shall not be restricted from accessing the common areas of the Society and usage of the same for marketing purposes or otherwise as stated herein.
- (xii) The Allottee/s hereby agree that, the Promoter shall not be liable or required to bear and/or pay any amount by way of contribution to the Society/Apex Body towards the maintenance of any of the unsold premises in the Real Estate Project till the transfer of the said Land and said Building to the Society/Apex Body. Post the Apex Body Transfer, the Promoter shall pay an amount of Rs. 500/- (Rupees Five Hundred Only) per premises per month towards the maintenance of any of the unsold premises in the Real Estate Project, till the sale of such unsold premises. The Promoter shall be liable to pay property taxes at actuals for all unsold premises.
- (xiii) The Promoter shall not be liable or required to bear and/or pay any

amount by way of contribution towards transfer fees/charges and/or non-occupancy charges, whatsoever to the Existing Society/ Proposed Society/ Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project.

- (xiv) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable to make any payment and/or contribution towards the same.
- (xv) Till the entire development of the said Land to its full development potential has been completed in all respects, the Allottee/s /the Society/the apex body shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided for and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.

#### **14. Formation of the Apex Body:**

- (i) After completion of development in respect of the said Land, the Promoter shall submit application/s to the Competent Authority(ies) to form a federation of societies comprising the said Existing Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA Act and the RERA Rules (“**Apex Body**”).
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

#### **15. Transfer of said Land/said Building and certain common service/s to the Society(ies)/ Apex Body:**

- (i) The overall scheme of the development of the said Land is/will be carried out under the provisions of Regulation 33(7) of the DCPR and such other provisions of the DCPR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCPR from time to time.
- (ii) For the said Land excluding the Setback, if any, the BMC shall grant lease for the period of 30 years and the lease shall be renewable for further period of 30 years at the discretion of the BMC in favour of the Society or Apex Body/ies, in accordance with the applicable law, as may be prevailing from time to time, and in consonance with applicable guidelines/circulars ("Society(ies)/ **Apex Body Transfer**") interalia by executing Lease Deed ("**the said Transfer Document/s**").
- (iii) The Society(ies)/ Apex Body if any shall be required to join in execution and registration of the said Transfer Document.
- (iv) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the said Transfer Document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
- (v) Post the execution of the said Transfer Document/s, the Society(ies)/Apex Body shall be responsible for the operation and management and/or supervision of the said Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (vi) Within three months of registration of the Apex Body of the Society/ies, as aforesaid the Promoter shall make the requisite applications to the Asst. Municipal Commissioner of BMC and make reasonable endeavors for execution of lease of the said Land and structure thereon in favour of the Society(ies)/ Apex Body.
- (vii) The Asst. Municipal Commissioner of BMC shall pursuant to relevant provisions and upon completion of the entire development on the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with DCPR that may be in force from time to time, lease the said Land excluding buildable and non-buildable reservations to be handed over to the concerned Authorities in favour of the Society/Apex Body formed of the association of Apartments/ Unit purchasers. The Allottee/s hereby agree(s) that he/she/it/they has/have understood the provisions of this clause and hereby gives his/her/its/their unequivocal, irrevocable and



informed consent for the same,

- (viii) The Allottee/s hereby agree(s) and confirm(s) that lease of the said Land and Lease/Conveyance of the New Building as aforesaid to the Society(ies) or apex body (as the case may be), the Allottee/s shall continue to pay all the outgoings as imposed by BMC and/or concerned authorities and proportionate charges to the Promoter from time to time.
- (ix) Till conveyance/lease as aforesaid and the conveyance/lease of the Building in which Premises is situated is executed in favour of the Society(ies)// Apex Body, the Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land and additional land or any part thereof to view and examine the state and condition thereof;
- (x) It is clarified that the Promoter is not the owner of the said Land or any part or portion thereof and does not have or hold the rights to convey or grant the lease/conveyance/transfer in respect of the said Land or part or portion thereof in favour of the Society(ies)// Apex Body, the only obligation of the Promoter/s in this regard shall be to make the requisite applications to the concerned Authorities / Owner / Holder and to make reasonable endeavors for execution of the transfer as aforesaid in favour of the Society(ies)// Apex Body. The proposed lease deed and/or conveyance or other instrument of transfer in favour of the Society(ies)// Apex Body shall be in accordance with the applicable laws, provisions of the DCPR and the policies pertaining to the redevelopment schemes, as may be adopted from time to time by the BMC / Competent Authorities/ Government of Maharashtra. All the costs, charges and expenses, penalties, goods and service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the aforesaid transfer shall be borne and paid by the Society(ies)// Apex Body and the Promoter shall not in any manner whatsoever be liable to bear and pay any amounts towards the same;
- (xi) The Allottee/s has/have understood the aforesaid scheme as envisaged by the Promoter regarding the aforesaid transfer in favour of the Society(ies)// Apex Body and the Allottee/s hereby agree/s and undertake/s with the Promoter that the Allottee/s shall never hold the Promoter responsible or liable if the concerned authorities do not execute or approve the lease deed for the aforesaid transfer in favour of the Society(ies)// Apex Body or any other document of transfer. Moreover, the execution of the documents for effectuating the transfer in favour of the Society shall be subject to such terms and

conditions as may be prescribed by the BMC, the BMC and/or any other concerned Authorities and/or the Government and the Allottee/s hereby agree/s and undertake/s that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature;

16. The amounts as mentioned in the **Sixth Schedule** are intended to be used for the purposes as mentioned and are not refundable nor interest bearing, and the same shall be binding on the Allottee/s and the Allottee/s hereby irrevocably undertakes not to contest the same. Further, the Allottee/s understands and agrees that the Allottee/s shall bear and pay usage charges as may be fixed by the Promoter and also the taxes as may be applicable thereon for utilizing the amenities/ facilities provided in the Fitness Center. The aforementioned amounts do not include Property taxes. The Property taxes from the date of Occupation Certificate will be billed separately as and when raised by the BMC and the Allottee/s shall make payment towards the same immediately to the Promoter or as may be directed by the Promoter. In certain cases the local corporation may require the payment of advance property taxes covering the duration of upto 1 year from the date of the occupation certificate as a pre-requisite to certain other subsequent permissions including grant of water connection. The Allottee/s agree/s to permit the Promoter to make these statutory payments upfront on his/her/their/its behalf and if required even prior to possession for ensuring that there are no delays for subsequent permissions, as the case may be. Further, the Allottee/s agree/s to reimburse/ pay back to the Promoter prior to taking possession, the amounts paid on his/her/their/its behalf to the respective Competent Authority. Alternatively, the Allottee/s authorise the Promoter to deduct the amount paid on his/her/their/its behalf from the advance maintenance charges paid/to be paid by the Allottee/s to the Promoter. After deduction, the Promoter shall raise the demand in respect of equivalent amount as aforesaid to replenish advance maintenance charges and the Allottee/s hereby irrevocably undertake/s to pay the same to the Promoter/Society. If, under some unforeseen circumstances, the Promoter is unable to make the requisite applications for MGL connection within 1 (one) year from the date of the Allottee/s making payment to the Promoter towards the same, the Promoter shall credit to the Allottee's maintenance account the amount collected without any interest. It is further clarified that the heads of amounts mentioned are only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such Other Charges/amounts or such increase in the above mentioned Other Charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s irrevocably and unconditionally agree/s to pay the same and has/have/it/their understood and accepted that the payment of the above amounts shall be a pre-condition for handing over possession of the said Premises.
17. In addition, the Allottee/s shall also pay to the Promoter an amount towards meeting all legal costs, charges and expenses, including professional costs of

the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amount paid by the Allottee/s under **Sixth Schedule** is not refundable and no accounts and/or statement will be required to be given by the Promoter to the Allottee/s in respect thereof, more particularly detailed out in the **Sixth Schedule** mentioned herein.

18. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the Real Estate Project. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units /premises in the Real Estate Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall at any point of time whensoever object to the Promoter laying pipelines, underground electric and telephone cables, water lines, drainage lines, sewerage lines, other connections, etc. through or under or over the said Land or any part thereof.

19. **Representations and Warranties of the Promoter:**

- (i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:
  - (a) The Promoter has a clear and marketable redevelopment rights of the said Land and has the requisite rights to carry out the development on the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;
  - (b) The Promoter has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the balance requisite approvals from time to time to complete the development of the Real Estate Project;
  - (c) There are no encumbrances upon the Real Estate Project, except

those disclosed on the MahaRERA website;

- (d) There are no litigations pending before any Court of Law with respect to the Real Estate Project;
- (e) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement/arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (i) At the time of execution of the Society Transfer, the Promoter shall handover lawful, peaceful, physical possession of the Real Estate Project to the Society(ies)/ Apex Body;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till receipt of Occupation Certificate, and thereupon the same shall be proportionately borne by the Society; and
- (k) 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 Promoter in respect of the said Land and/or the Real Estate Project, except those disclosed to the Allottee/s.

20. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:

- (i) To maintain the said Premises at the Allottee/s' own cost in good and tenable condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said New Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable condition, and in

particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land (if applicable) and/or the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society/ Apex Body.
- (vii) Not to raise any objection to the utilization of the total sanctioned FSI in the Real Estate Project on the said Land and additonal Land by the Promoter in such manner as may be approved by the competent authorities and that this consent is deemed to be a consent given by the Allottee/s. The Allottee/s confirm that he/she/they shall give necessary co-operation as may be required in this regard and shall not raise any grievance on the normal grounds of noise, dust or any inconvenience which may be temporarily caused.
- (viii) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (ix) Bear and pay in a timely manner all amounts, dues, taxes, Cesses, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other charges, facility charges, maintenance and outgoings, as required to be paid under this Agreement.
- (x) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.
- (xi) Bear and pay the proportionate charges, fees, costs and expenses for the Codename Matunga Origins Amenities.
- (xii) Not to change the user of the said Premises without the prior written



permission of the Promoter and the Society.

- (xiii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises and/or the said Car Parking Slot or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate.

- (xiv) Without prejudice to Clause 19 (xiii) above, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a Right of First Refusal ("**the ROFR**") to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement, which shall be exercised in the following manner:

- (a) The Allottee/s shall address a letter ("**Offer Letter**") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale price (hereinafter referred to as "**Offer Price**"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms of this Agreement and in particular, the terms embodied into this clause.

- (b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 20 (twenty) days from the date of the receipt of the Offer Letter ("**Notice Period**") informing the Allottee/s of the Promoter's intention to purchase/acquire the said Premises ("**Acceptance Letter**"), and till the receipt of the Acceptance Letter or the completion of 20 days, whichever is later, the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price. In case of the Promoter's failure to issue the Acceptance Letter within the said period of 20 (twenty) days, the Allottee/s shall be free to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises to the proposed transferee on

the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter and upon compliance of following conditions of the Promoter:

- i. the Promoter consenting to the said transfer by issuing a no objection certificate to the Allottee/s;
  - ii. the Allottee/s making a full and final payment of the Sale Consideration and all other amounts, including taxes and Other Charges, payable by the Allottee/s to the Promoter's under this Agreement
  - iii. the Allottee/s making a payment of a sum not less than 2% (two per cent) of the average market value for the said Premises, determined by the Promoter, based on the last 3 registered sales by the Promoter ("**Transfer Fees**");
- (c) In the event the proposed sale of the said Premises to the proposed transferee is not completed in the form of registration of the Agreement within 60 (sixty) days from the receipt of the NOC or if the Agreement Value differs from the Offer Price, then the NOC shall deemed to have expired / become invalid, the right of the Allottee/s to sell/transfer the said Premises shall lapse and the rights of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of the Clause no. 19(xiii) above shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises or to initiate a new transfer.
- (d) It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.
- (e) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 19(xiv)(a) to 19(xiv)(d) above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.
- (f) It is further clarified that the provisions as contained in Clauses 19(xiv)(a) to 19(xiv)(d) above shall be applicable till the Society Conveyance/Lease.
- (g) Consequences of failure to comply with ROFR
- i. Notwithstanding anything stated herein, in the event if the Allottee/s fail to comply with the provisions of

Claus 19(xiv), then it shall be deemed to be an event of default on the part of the Allottee/s and without prejudice to the other rights of the Promoter and the remedies available to the Promoter under this Agreement and in law the Promoter shall be entitled to:

- i. At it's sole discretion, not acknowledge and/or recognize such transfer and/or such proposed allottee/transferee.
- ii. Terminate this agreement and upon such termination the Promoter shall be entitled to liquidated damages being 20% of the Sale Consideration along with brokerage paid by the Promoter and any other expenses which may have been incurred by the Promoter. Further upon such termination the Allottee/s shall within a period of 30 days of such termination without any delay or demur execute and register a deed of cancellation ("Deed of Cancellation").
- iii. In the event if the Allottee/s fail to enter into the Deed of Cancellation within the time line stated in clause 19 (xiv) g(ii) hereinabove/preceeding subclause, the Promoter shall be entitled to deal with the said Premises in the manner the Promoter at it's sole discretion deems fit without any recourse to the Allottee/s.
- iv. Within a period of 30 days from the date of execution and registration of the Deed of Cancellation the Promoter shall refund to the Allottee/s the balance of the Sale Consideration (if any) received by the Promoter till then without any interest and post deduction of the pre-estimated liquidated damages of 20% of the Sale Consideration, the brokerage paid by the Promoter and other expenses incurred by the Promoter. The Allottee/s hereby unconditionally and irrevocable consent to the same.

- (xv) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises 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 Society/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Slot and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (xvi) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xvii) Till the execution of the Society Transfer in favour of the Society/ Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the Real Estate Project, or any part thereof, to view and examine the state and condition thereof.
- (xviii) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s shall consent to the same, if required or called upon to do so and not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **Fourth Schedule** hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.
- (xix) The Allottee/s is/are aware that the plans of the said New Building has been approved by BMC considering the deficient open space and that he/she/they/it shall not complain to BMC and/or concerned authorities and/or hold BMC and/or concerned authorities liable and/or litigate for deficiency in open space permitted in consonance with DCPR 2034 and powers vested with BMC/competent authority.
- (xx) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment/fit-out at his/her/its /their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the

Allottee/s.

- (xxi) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xxii) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.
- (xxiii) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.
- (xxiv) The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s that all the doors and windows provided in the said Premises, in accordance with the **Fourth Schedule** hereunder, form part of the elevation of the Real Estate Project and the Allottee/s explicitly and irrevocably agree/s and confirm/s that any changes / amendments with respect to their number, location, material and appearance shall not be undertaken by them as that may affect / change or spoil the elevation.
- (xxv) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to



the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project.

(xxvi) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or if any damage caused to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

(xxvii) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the MCGM and other concerned authorities.

(xxviii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said New Building in any manner whatsoever. Not to change the façade or outer look of the said Premises/ Real Estate Project.

(xxix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the Real Estate Project and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society.

(xxx) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the Real Estate Project or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(xxxi) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the



said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxxii) Not to violate and to abide by all the rules and regulations framed by the Promoter/ its designated Agency/Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the “Fit-Out Guidelines”).

(xxxiii) The Allottee/s agree/s not to do, omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project or the Promoter or its representatives. In the event the Allottee/s does or omit/s to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

(xxxiv) The Allottee/s represent/s to the Promoter that the Allottee/s shall at no point bring/keep/retain within the said Land/Real Estate Project/said Premises, any animal(s)/bird(s) other than pet Dog(s) and/or pet Cat(s) and/or pet Bird(s) (restricted to those breeds that are allowed lawfully), for any reasons whatsoever. The Allottee/s desirous of keeping pet dog(s) and/or cat(s) and/or bird(s) shall additionally ensure that the pet(s) are always kept restrained and shall not pose any threat/inconvenience to any of the other Allottees within the said Land/Real Estate Project/said Land/said Premises. The Allottee/s shall further obtain permission as may be required from the Competent Authority and comply with all requisite guidelines in respect thereof.

(xxxv) The Allottee/s shall never, in any manner, enclose any planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxxvi) Shall not do, either by himself/herself/itself/themselves or any

person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project.

(xxxvii) Shall not display at any place in the Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project.

(xxxviii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(xxxix) Shall not park at any other place and shall park all vehicles in the said Car Parking Slot only as may be permitted / authorised by the Promoter.

(xl) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xli) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes,

in any manner howsoever. The Promoter/ the Agency/ Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/ their express consent for the same.

- (xlii) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.
- (xliii) The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work of the balance said New Building with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.
- (xliv) The Allottee/s hereto agrees and acknowledges that at the time of handover of Society or Apex Body, the Promoter shall earmark certain parking slots for use by such unsold Apartments/Units/Premises and the Allottee/s hereby agrees and shall cause the Society or Apex Body to ensure that these car parking slots are kept available for use by the Allottees/occupants of the unsold Apartments/Units/Premises.
- (xlv) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.
- (xlvi) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society and/or the Apex Body, until the entire development on the said Land is fully completed.
- (xlvii) The Allottee/s agree/s that he/she/it/they shall provide the Promoter and/or its employees, staff, representatives, contractors etc., unconditional access to the said Premises upon prior written intimation from the Promoter. This unconditional access will be for the purpose of inspecting the said Premises for either (i) Leakage(s) in the said Premises or (ii) Leakage(s) in the flats/premises on the upper and/or lower floor of the said Premises or (iii) For undertaking any

repair/rectification work within the said Premises as may be required to rectify/arrest leakage(s), and/or any other civil / structural issue that affects the said Premises/Adjacent or upper or lower floor flats/the building itself/its façade/its common areas etc.

(xlvi) After possession of the said Premises is handed over to the Allottee/s, the Allottee/s shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure Events including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(xlix) That the Allottee/s hereby agree/s and confirm/s that he/she/they is/are aware of the fact that there is likelihood of scanty water supply from the local authority and/or the local development authority not releasing water connections to the New Building. Therefore, then in any of the aforesaid events the Allottee/s shall have to pay charges for the water supplied either by tanker/s or any other means. The cost of the same shall be charged to the maintenance account of the Allottee/s managed by the Promoter and the Allottee/s confirms their acceptance of the same.

(l) The Advance Maintenance charges to be collected from the Allottee/s are calculated purely on an estimated basis at the beginning of the Real Estate Project development. Upon intimation of possession, it is possible that the estimated amount might vary due to diverse reasons as may occur at the time of possession and the Allottee/s agree/s to pay the revised maintenance charges as invoiced by the Promoter.

Further, once the maintenance charges/revised maintenance charges are collected, as it is only an estimated expense the same may deplete faster than anticipated for various reasons including cost to be incurred towards supply of water through tanker or water through other sources, change in taxes, increase in rates due to inflation, regulations, etc. In such an event, prior to the earlier depletion of the Allottee/s estimated advance maintenance collected by the Promoter, the Promoter shall raise a quarterly invoice for replenishment of the monthly Maintenance charges to be paid by the Allottee/s to the Promoter. The Allottee/s confirm/s to pay such further Maintenance as and when the invoice for the same is raised by the Promoter. A portion of the advance maintenance charges collected from the Allottee/s (as finalized by the Promoter from time to time) shall be apportioned towards the expenses incurred for maintenance of the common amenities/common areas of the said Land ("**Federation Fund**"). Upon depletion of the Federation Fund, the Society shall raise demand/bill in favour of the Allottee/s and the Allottee/s undertake/s to pay the same to the Society in a timely manner. The Society shall transfer such amounts as collected by the Society to the

Promoter till the Promoter continues to maintain the common amenities/common areas of the said Land.

21. The Allottee/s has/have been explained by the Promoter and the Allottee/s understand/s, agree/s and accept/s that considering the various construction and fit-out related activities, the Promoter has set in safety standards and parameters for the Real Estate Project. Post obtainment of the Occupation Certificate, the Promoter shall permit the Allottee/s to visit the Real Estate Project only after entire clearance of construction materials, equipments and debris. All site visits shall necessarily be pre-planned with prior intimation of the Promoter's authorised representatives.
22. The Promoter has duly disclosed to the Allottee/s and the Allottee/s doth hereby explicitly and irrevocably agrees, accepts and confirm/s that car parking, if any, permitted/authorized as aforesaid alongwith this agreement shall be permitted strictly within the designated car parking slots within the Real Estate Project, and no car parking shall be allowed in any other slots that are not designated for parking within the Real Estate Project. Incase the Allottee/s does not opt for car parking along with the said Premises under this agreement, then the Promoter is under no obligation thereafter to provide a car parking to the Allottee/s in the future.
23. Notwithstanding what is agreed in this Agreement, in the event, the Allottee/s commit/s default or breach in observance and performance of any of the terms and conditions of this Agreement including without limitation to non-payment of Sale Consideration or part thereof, Other Charges, facility charges, maintenance, taxes and outgoings, the Promoter shall have right to call upon the Allottee/s to cure such breach or default within such period as may be deemed fit by the Promoter, failing which the Promoter shall have right to take such action as may be advised in accordance with law including termination of this Agreement.
24. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, “**Utilities**” refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter are in a position to provide all the Utilities or any of them.
25. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the



Real Estate Project and/or the said Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.

26. The Allottee/s hereby nominate/s the persons as set out in the **Second Schedule** ("**the said Nominee**") as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Promoter shall, at their discretion, be entitled to insist on a Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter, as may be necessary and required by the Promoter.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the said Car Parking Slot or the Real Estate Project, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and Land will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society Transfer.

27. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("**said No Objection Letter**"), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive the full Sale Consideration and Other Charges and to develop the balance of the Larger Land and such mortgage in favour of such Bank shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this



Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out in the Fifth Schedule hereunder and said No Objection shall be mutually acceptable to the Parties hereto and to the said Bank. Notwithstanding aforesaid the Allottee/s are aware that in case of any default on his/her/its/their part in making payment of Pre-EMI / EMI to the bank/financial institution for the housing loan availed in respect of the said Premises and subsequent action by the bank/financial institution under any provisions of law including Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI"), then the Allottee/s shall intimate to the bank/financial institution in respect of unpaid consideration alongwith interest and other charges as stated herein. The Allottee(s) shall not enter into any settlement under one time settlement or any other scheme with the bank / financial institution prejudicial to the interest of the Promoter and also agree(s) and undertake(s) to intimate to the prospective purchaser about unpaid dues in consequence to action instituted under SARFAESI / otherwise. The Allottee(s) shall indemnify and keep indemnified the Promoter in respect of unpaid dues as contemplated herein.

**28. Mortgage or Creation of Charge:**

- (i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
- (ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoter is entitled to and have obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the said Land or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that a no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be

deposited by way of a cheque drawn in favour of “JP INFRA (MUMBAI) PVT LTD RERA DESIGNATED COLLECTION ACCOUNT FOR CODENAME MATUNGA ORIGINS”.

- (iii) After the Promoter executes this Agreement, it 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 / have taken or agreed to take the said Premises. Provided that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favour of Mortgagee.
29. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
30. In case the transaction being executed by this Agreement between the Promoter and the Allottee/s is facilitated by a registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the registered Real Estate Agent, shall be paid by the Promoter / Allottee(s) / both, as the case may be, in accordance with the agreed terms of payment.
31. The Allottee/s hereby represent/s and warrant/s to the Promoter that:
- (i) he/she/it/they is/are not prohibited from acquiring the said Premises and/or the said Car Parking Slot under any applicable law or otherwise;
  - (ii) he/she/it/they has / have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;

- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- (vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
- (vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;
- (viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and
- (x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

### **32. Binding Effect:**

- (i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexures thereto along with the payments due as stipulated in the Installments as detailed out in the Fifth Schedule mentioned hereunder, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of

Assurances as and when intimated by the Promoter.

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

**33. Entire Agreement:**

- (i) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes:
  - (a) Any and all understandings, any other agreements, Application form, Brochures, Expression of Interest (EOI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises and/or the said Car Parking Slot.
  - (b) The Allottee/s understand and hereby irrevocably and unconditionally undertake that he/she/they are aware that all Brochures / Leaflets / Pamphlets / ads / walk through presentations/master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s or the said Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement. Prior to execution hereof the Allottee/s have himself/herself/themselves and through their own Architects, legal advisors, agents, consultants taken an inspection of the plans, layouts, details of the said Real Estate Project and been explained in details the plans, details and layout of the said Real Estate Project to his/her/their complete satisfaction and understanding and the Allottee/s shall at no point of time whensoever dispute the same.

**34. Right to Amend:**

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

**35. Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

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 Real Estate Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

**36. Severability:**

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

**37. Method of Calculation of Proportionate Share:**

Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the Carpet Area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

**38. Further Assurances:**

All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**39. Place of Execution:**

The execution of this Agreement shall be complete only upon its execution

by the Promoter, through their authorized signatories, at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Promoter, simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

**40. Notices:**

All notices to be served on the Allottee/s, the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

**41. Joint Allottee/s:**

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, shall be considered as properly served on all the Joint Allottees.

**42. Stamp Duty and Registration:**

- (i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement and/or on the Supplemental Agreement for Sale and such other ancillary deeds/ documents. Any consequence of failure to register this Agreement/ Supplemental Agreement for Sale within the time required shall be on the Allottee/s' account.
- (ii) The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

**43. Dispute Resolution:**

- (i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA Act and the Rules and Regulations thereunder.



- (ii) The Allottee/s hereby confirm/s that he/she/they/it has/have perused the terms and conditions of this Agreement and is/are signing this Agreement out of free will, under legal advise and that the terms and conditions mentioned herein are not arbitrary or one sided.

**44. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

**45. Permanent Account Number:**

The Permanent Account Number of the Parties are as set out in the **Second Schedule** hereunder written.

**46. Interpretation:**

- (i) In this Agreement where the context admits:
  - (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
  - (b) any reference to the singular shall include the plural and vice-versa;
  - (c) any references to the masculine, the feminine and the neuter shall include each other;
  - (d) any references to a “company” shall include a body corporate;
  - (e) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any

- place where any act under this Agreement is to be performed;
- (f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;
  - (g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
  - (h) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
  - (i) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
  - (j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
  - (k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
  - (l) references to a person (or to a word importing a person) shall be construed so as to include:
    - i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);

- ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
  - iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first hereinabove written.

**THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:**  
**(Description of the said Land)**

All those pieces and parcels of land bearing C.S. No. 327/10 admeasuring 2396.88 sq. meters and C.S. No. 900/10 (old C.S. No.544 pt.) admeasuring 285.12 sq. meters aggregating to 2682.00 sq. meters of the Dadar Matunga Division situated at Scheme No. 6, Road No. 4, (Laxmi Narayan Lane), Matunga (C.R.), Mumbai - 400 019 and bounded by:

On or towards the North :  
 On or towards the East : \_\_\_\_\_  
 On or towards the South : \_\_\_\_\_  
 On or towards the West : \_\_\_\_\_

**THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:**

**(Meaning of the Terms and Expressions)**

Seria l No.	Terms and Expressions	Meaning
1.	The said Premises	Flat/Unit/Shop No [●] admeasuring approximately [●] square metres equivalent to approximately [●] square feet carpet area in the [●] Wing as per RERA on the [●] floor in the Building known as 'Codename Matunga Origins
2.	Exclusive balconies	Area admeasuring approximately

				[•] square metres equivalent to approximately [•] square feet	
3.	No. of Car Park(s) / Size			[•] ([•]) no. of Car Parking Slot in mechanical car parking tower no. [•]	
4.	Car Type	Max. Width (mm)	Max. Length (mm)	Max permissible Clear Height of Car (mm)	Max Weight (Kg)
5.	The Sale Consideration			[•] Rupees [•] Only	
6.	Name of the Account for the Payment of the Sale Consideration			Name of Account: <b>JP INFRA (MUMBAI) PVT LTD RERA DESIGNATED COLLECTION ACCOUNT FOR CODENAME MATUNGA ORIGINS</b> Account No.: _____ IFSC Code: _____ Bank Name: _____ Branch: _____	
7.	Completion Date			31st December 2030	
8.	The said Nominee			Name: Relationship with Allottee/s: Address of the said Nominee:	
9.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement			[•]  [•]	
10.	Name, Address and E-mail of the Promoter for the Purposes of this Agreement			<b>M/s. JP Infra (Mumbai) Pvt Ltd</b> 4 <sup>th</sup> Floor, Office no. 401 and 402, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai - 400093.	
11.	Permanent Account Number			Promoter's PAN: [•] Allottee/s' PAN: [•] Co Allottee/s' PAN: [•]	
12.	Architects/Licensed Surveyor			Rajesh Khandeparkar, Licensed Surveyor; Urbdes, 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar E, Mumbai - 400014.	
13.	RCC Consultants			J+W Structural Consultants LLP, SaiRadhe, Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune - 411001.	

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**PART A**  
**DESCRIPTION OF THE COMMON AREAS PROVIDED**

Sr.no	Type of common area provided	Proposed date of occupancy certificate	Proposed date of Handover use	Size/area of the common area provided
1	STP	31.12.2030	31.12.2030	252.33
2	UGT			244.10
3	Terrace Floor (Wing - B & C)			590.55
4	Terrace Floor (Wing - A & D)			473.71

**PART B**  
**FACILITIES/ AMENITIES PROVIDED/ TO BE PROVIDED WITHIN THE**  
**REAL ESTATE PROJECT INCLUDING IN THE COMMON AREA OF THE**  
**REAL ESTATE PROJECT**

Sr.no	Type of facilities/ amenities provided	Phase name/ Number	Proposed date of occupancy certificate	Proposed date of handing over to the society/ common organization	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
1.	Corridors at 3rd Floor Level	-	31.12.2030	31.12.2030	31.40	FSI
2.	Lift lobby/ Entrance lobbies				974.31	FREE OF FSI
3.	Meter room				139.11	FREE OF FSI
4.	Society office				20.73	FREE OF FSI
5.	Space for OWC				14.22	FREE OF FSI

**PART C**  
**FACILITIES/ AMENITIES PROVIDED/ TO BE PROVIDED WITHIN THE**  
**LAYOUT AND/ OR COMMON AREA OF THE LAND**

Sr.no	Type of facilities/ amenities provided	Phase name/ Number	Proposed date of occupancy certificate	Proposed date of handing over to the society/ common organization	Size/ area of the facilities/ amenities	FSI Utilized or free of FSI
1	Fitness centre	-	31.12.2030	31.12.2030	314.31	2% FREE FSI

**PART D**  
**THE SIZE AND THE LOCATION OF THE FACILITIES/ AMENITIES IN THE**  
**FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED/ TO BE PROVIDED**  
**WITHIN THE SAID LAND AND/OR WITHIN THE REAL ESTATE PROJECT**

Sr.no	Type of open sapces (RG/ PG) to be provided	Phase name/ Number	Size open spaces to be provided	Proposed date of availability	Proposed date of handing over to the common organization
1	Ground Recreation area (L.O.S.)	-	269.7	31.12.2030	31.12.2030
2	Podium Recreation area (L.O.S.)	-	594.93		

**PART E**  
**DETAILS AND SPECIFICATION OF THE LIFTS IN THE REAL ESTATE**  
**PROJECT**

Details and specification of the lifts: Wing - A

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)	Lift Size (Meter)
1	Passenger Lift	1	-	1.75	1.85 X 1.845
2	Fire Lift	1	-	1.75	2.66 X 1.845



**Details and specification of the lifts: Wing - B**

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)	Lift Size (Meter)
1	Passenger Lift	1	-	1.75	2.115 X 1.85
2	Fire Lift	1	-	1.75	2.115 X 2.36

**Details and specification of the lifts: Wing - C**

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)	Lift Size (Meter)
1	Passenger Lift	1	-	1.75	2.115 X 1.85
2	Fire Lift	1	-	1.75	2.115 X 2.36

**Details and specification of the lifts: Wing - D**

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)	Lift Size (Meter)
1	Passenger Lift	1	-	1.75	1.85 X 1.845
2	Fire Lift	1	-	1.75	2.66 X 1.845

**Details and specification of the Car lifts**

Sr.no	Type Lift (Passenger/ Service/ Stretcher/ Goods/ Fire evacuation/ any other	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (mtr/sec)	Lift Size (Meter)
1	Car Lift - 1	1	-	0.5	3.40 X 6.20
2	Car Lift - 2	1	-	0.5	3.40 X 6.20
3	Car Lift - 3	1	-	0.5	3.40 X 6.20

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the amenities, fittings and fixtures in the said Premises)**

**Residential amenities**

1. Flooring: PGVT/Soluble/Vitrified tiles in living room, bedroom, and passage & in kitchen. (1200 x 600 mm tiles).
2. Door shutter with laminate finish.
3. Windows: High Quality Aluminium Powder coated DGU Window.
4. Kitchen Platform: Granite/ Full body vitrified tiles Kitchen platform (15mmthk) with stainless steel sink & Wall tiles 2' above platform only.
5. Toilet/Bathroom: Concealed plumbing pipes with Jaquar/ Cera /Kerovit or equivalent C.P. & sanitary fittings with Geyser point.
6. Wiring: Concealed wiring with good quality switches. Adequate provision for Telephone points in living room & bedrooms
7. Internal Paint: Acrylic emulsion in all rooms.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the**

<b>Sr. No.</b>	<b>Milestone</b>	<b>Percentage of total consideration</b>	<b>Amount in Rs.</b>
1	Before the execution of this Agreement	10%	
2	On the execution and registration of this Agreement	20%	
3	On completion of the Plinth of the building	15%	
4	On completion of the slabs including podiums and stilts of the building	25%	
5	On completion of the walls, internal plaster, floorings doors and windows of the said Premises	5%	
6	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises	5%	
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building	5%	
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements of the building.	10%	
9	At the time of handing over of the possession of the Premises to the Allottee or after receipt of occupancy certificate or completion certificate	5%	
<b>TOTAL</b>		<b>100%</b>	

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(Other Charges - being the amounts to be paid by the Allottee/s in accordance with this Agreement)

**PART A**

Sr. No	Particulars	Amounts*
1	Charges towards share money, application entrance fee of the Society	
2	Charges towards estimated advance 24 (twenty-four) months contribution towards outgoings of Society and Management Fees excluding municipal taxes and levies; (taxes to be paid separately by the Allottee/s at applicable rates);	
3	MGL charges	

\*amounts shall be mentioned at the time of execution of the Agreement.

**PART B**

Sr. No	Particulars	Amounts*
1	Charges towards formation and registration of the Society (taxes to be paid separately by the Allottee/s at applicable rates);	
2	Development of amenities charges (taxes to be paid separately by the Allottee/s at applicable rates);	

\*amounts shall be mentioned at the time of execution of the Agreement.

SIGNED AND DELIVERED by the )  
within named Promoter, i.e. J. P. INFRA )  
(MUMBAI) PVT LTD, through its )  
Authorised Signatory - Mr. \_\_\_\_\_ )

in the presence of ...

1.

2.

SIGNED AND DELIVERED by )  
thewithin named ALLOTTEE/S )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_ )  
 )  
 )  
in the presence of )  
 )  
 )

- 1.
- 2.

**RECEIVED** of and from the within )  
named Allottee/s, the sum of \_\_\_\_\_ )  
(«**Received\_in\_Words**») towards )  
Installments mentioned at Serial No. 1 - 3 )  
of the **Fifth Schedule** hereinabove )  
written paid by him/her/it/them to the )  
Promoter, as mentioned below. )

Sr. No.	Cheque No.	Date	Bank Name/ UTR No.	Amount in Rs.
1				
2				
3				
			<b>TOTAL</b>	₹

**We Say Received**  
For the Promoter

Authorised Signatory/ies

Witness:

### LIST OF ANNEXURES

<b>Annexure "1"</b>	:	The said Property Plan
<b>Annexure "2"</b>	:	The said Land/Real Estate project
<b>Annexure "3"</b>	:	Copies of the Intimation of Approval & Commencement Certificate
<b>Annexure "4"</b>	:	Copy of the RERA Certificate
<b>Annexure "5"</b>	:	Copy of the Title Report
<b>Annexure "6"</b>	:	Copy of the PR Card
<b>Annexure "7"</b>	:	Sanctioned Layout Plan
<b>Annexure "8"</b>	:	Floor Plan of the said Premises

Housiey.com

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**DATED THIS     DAY OF                      , 2025**

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## BY AND BETWEEN

**M/S. JP INFRA(MUMBAI) PVT LTD**  
**... THE PROMOTER**

AND

$$[\bullet]$$

## ... THE ALLOTTEE/S

AGREEMENT FOR SALE