

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“**this Agreement**”) is made at \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

**SWAYAM REALTORS AND TRADERS LLP**, a Limited Liability Partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 801, 8<sup>th</sup> Floor, Shikhar Complex, Shrimali Society, Near Mithakhali Six Roads, Navrangpura, Ahmedabad, Gujarat-380 009, India, 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 permitted assigns) of the **ONE PART**

**AND**

\_\_\_\_\_, having his/her/their address at  
\_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as “**the Allottee/s**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual 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 co-parceners 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 in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

The Promoter and the Allottee/s are for the sake of brevity are individually referred to as “**the Party**” and collectively referred to as “**the Parties**”.

**WHEREAS:**

- A. By and under an Indenture of Conveyance dated 5<sup>th</sup> January, 1876 executed between Dwarkadass Vussonjee of the First Part and Khatau Makanji of the Second Part and the Khatau Makanji Spinning and Weaving Company Limited (therein referred to as the said Company and hereinafter referred to as "**KMCL**") of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.3A of 1876, the said Dwarkadass Vussonjee at the request of the said Khatau Makanji granted and conveyed unto KMCL all that piece or parcel of land situate lying and being on the South Side of Haines Road in the Sub-district of Mandvi in the Island of Bombay admeasuring 10,392 square yards equivalent to 8,691.54 square meters or thereabouts bearing New Survey No.3472 ("**Part A–First Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.
- B. By and under an Indenture dated 27<sup>th</sup> March, 1896 executed between Krishnanath Ambarnath Kirtikar of the One Part and KMCL of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.1174A 1896, the said Krishnanath Ambarnath Kirtikar granted and conveyed unto KMCL all that piece or parcel of land situate lying and being at Byculla commonly called Byculla Agripada and within the Registration Sub-District of Bombay admeasuring 4,474 square yards equivalent to 3,740.83 square meters or thereabouts bearing New Survey No.3477 ("**Part B–First Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.
- C. By and under an Indenture of Conveyance dated 9<sup>th</sup> August, 1900 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the One Part and KMCL (therein referred to as the Company) of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.1882A of 1900, the Corporation granted, assigned, conveyed and assured unto KMCL all that piece or parcel of land situate to the west of Haines Road Byculla in the Registration District and Sub-District of Bombay containing by admeasurement 5,932 square yards equivalent to 4,959.90 square meters or thereabouts bearing New Survey Nos.3589, 3590 and 3591 ("**Part C–First Freehold Land**") for the consideration and on the terms and conditions mentioned therein.
- D. By and under an Indenture of Conveyance dated 2<sup>nd</sup> August, 1911 executed between Karsondas Hargovan Chattu, Ramdas Karsondas, Moorarji Karsondas, Parmanand Karsondas and Toolsidas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mamubai (the widow and the heir of Damodar Madhawji Rupjee) (therein referred to as the Vendors) of the First Part and Gordhandas Khattau of the Second Part and KMCL (therein referred to as the Company) of the Third Part and registered with the office of the Sub-Registrar of Assurances under Serial No.2506A of 1911, the Vendors therein granted unto the KMCL **(a)** all that triangular piece or parcel of land or ground situate lying and being on the South Side of the Haines Road Byculla in the Registration Sub-District and Island of Bombay admeasuring 6,618 square yards equivalent to about 5,533.49 square meters or thereabouts bearing Old Survey Nos.322, 323 and 324 and New Survey Nos.1/3474, 2/3473 and 1/3473 and **(b)** all that piece or parcel of Fazendari land situate on the West Side of and adjoining the land described in (a) above within the Registration

Sub-District and Island of Bombay admeasuring 164 square yards equivalent to 137.13 square meters or thereabouts bearing Old Survey Nos.320 and 321 and New Survey No.3/3476 aggregating to 5,670.62 square meters (“**Part D–First Freehold Land**”) for the consideration and on the terms and conditions as mentioned therein.

- E. By and under an Indenture of Conveyance dated 24<sup>th</sup> June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.3713 of 1936, the Municipal Corporation of the City of Bombay has granted and conveyed unto KMCL, (i) Plot A admeasuring 2,301.33 square yards equivalent to 1,924.21 square meters or thereabouts bearing New Survey No.3479(part) and Cadastral Survey No.1798 (part) of Byculla Division (“**Part E–First Freehold Land**”) (ii) Plot H admeasuring 5,282 square yards equivalent to 4,416.42 square meters or thereabouts bearing New Survey No.3481, 3486 (part) and 3487 (part) and Cadastral Survey No.16/1840 of Byculla Division (“**Second Freehold Land**”) and (iii)(a) Plot J admeasuring 2,908.67 square yards equivalent to 2,432.02 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division and (b) Plot K admeasuring 8,920.55 square yards equivalent to 7,458.72 square meters or thereabouts bearing New Survey No.3480-3546 (part) and 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division aggregating to 9,890.73 square meters (“**Third Freehold Land**”) together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein. Parts A,B,C,D,E of the First Freehold Land, the Second Freehold Land and the Third Freehold Land are hereinafter collectively referred to as “**the Freehold Land**”.
- F. By and under an Indenture of Lease dated 3<sup>rd</sup> October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No.5492 of 1928, the Trustees for the Improvement of the City of Bombay, inter alia, demised unto KMCL (i) all those nine pieces of lands admeasuring in the aggregate 10,418 square yards equivalent to 8,710.77 square meters or thereabouts along with (ii) Plot L admeasuring 3,954 square yards equivalent to 3,306.05 square meters or thereabouts (however in the property register card the area is 3764 square yards equivalent to about 3147.19 Square meters or thereabouts) bearing New Survey No.3478 (part) and 3546 (part) and 3547 part and 3548 and Cadastral Survey No.1840 (part) (the said area 3147.19 Square meters is now included in cadastral Survey Number 1841) of Byculla Division together with buildings standing thereon of the East Agripada South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 20<sup>th</sup> April, 1916 for the yearly rent of Rs.10,156/- (Rupees Ten Thousand One Hundred Fifty Six Only) to be paid in the manner stated therein and on the terms and conditions specified therein (hereinafter referred to as the “**Leasehold Land**”). The said **Freehold Land** and the said **Leasehold Land** are collectively referred to as the “**said Larger Land**”. The said Larger Land is more particularly described in the **First Schedule** hereunder written and is delineated with a red colour

boundary line on the Sanctioned Layout Plan annexed hereto and marked as **Annexure "2"**.

- G. Therefore, in the light of what is stated above, KMCL became entitled to (i) the Freehold Land and (ii) Leasehold Land subject to the terms and conditions as contained in the aforesaid Indenture of Lease dated 3<sup>rd</sup> October, 1928.
- H. The said Larger Land, as per the Property Register Cards (**Annexure "6"**), admeasures 49,422.84 square meters and 51,152.62 square meters as per the title deeds recited above.
- I. KMCL was declared a sick industrial company in terms of Section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("**SICA**") in the Year 1989 under Section 17(3) of SICA. By and under an Order dated 11<sup>th</sup> January, 2007 passed by the Board for Industrial and Financial Reconstruction sanctioning the scheme for rehabilitation of KMCL, the said Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("**Sanction Order**").
- J. Pursuant to the Sanction Order stated hereinabove, the said Larger Land vested in Swayam Realtors And Traders Limited, a public limited company which was subsequently converted into Swayam Realtors And Traders LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008 i.e. the Promoter, and the Promoter became the owner of the Freehold Land and Lessee of the Leasehold Land subject to (i) due compliance with the terms and conditions of the Deed of Lease dated 3<sup>rd</sup> October, 1928, (ii) due compliance with the terms and conditions of the Sanction Order and (iii) due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991.
- K. The Promoter is developing the said Larger Land by utilisation of the full development potential of the said Larger Land and the full FSI thereof (including fungible FSI, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter.
- L. By and under a letter dated 6<sup>th</sup> August, 2009 and bearing Reference No.EB/4820/E/AL addressed by Municipal Corporation of Greater Mumbai ("**MCGM**"), to the Promoter, MCGM has approved the layout of the said Larger Land subject to the terms and conditions mentioned in the above registered approval dated 3<sup>rd</sup> August, 2009.
- M. The MCGM, has, by and under an Intimation of Disapproval dated 6<sup>th</sup> October, 2010 bearing No.E.B./CE/EB/5709/E/A/BS/A issued in favour of the Promoter, granted its approval with respect to the said Building (as defined below) to be constructed on the said Land (as defined below) subject to the terms and conditions mentioned therein. The Intimation of Disapproval dated 6<sup>th</sup> October, 2010 is annexed hereto as **Annexure "3"**.
- N. By and under a letter dated 9<sup>th</sup> November, 2010 and bearing Reference No. EB/4820/E/AL addressed by MCGM to one M/s. Matrix, MCGM approved the proposed amended layout with respect to the said Larger Land subject to the terms and conditions mentioned therein.
- O. By and under an Undertaking dated 7<sup>th</sup> February, 2011 executed by Shri Chetan Shah, Director of the Promoter in favour of Municipal Commissioner and registered with the office of the Sub-Registrar of

- Assurances under Serial No.BBE-2/3814/2011 in relation to proposed Building No.2 to be constructed on the said Larger Land, Shri Chetan Shah on behalf of the Promoter agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
- P. By and under an Undertaking dated 7<sup>th</sup> February, 2011 executed by Shri Chetan Shah, Director of the Promoter in favour of Municipal Commissioner and registered with the Office of the Sub-Registrar of Assurances under Serial No.BBE-2/3815/2011 in relation to proposed Buildings to be constructed on the said Larger Land, Shri Chetan Shah on behalf of the Promoter has agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
- Q. By and under a letter dated 14<sup>th</sup> April 2011 and bearing Reference No. EB/4820/E/AL addressed by MCGM to M/s. Matrix, Architects, MCGM has approved the amended layout plan with respect to the said Larger Land subject to the terms and conditions as stated in the letters of approval dated 6<sup>th</sup> August, 2009 and 9<sup>th</sup> November, 2010.
- R. By and under its letter dated 9<sup>th</sup> May, 2011 bearing No.EB/5709/E/A addressed to M/s. Matrix, Architect, MCGM has granted its approval to the amended plans submitted with respect to the said Building proposed to be constructed on the said Land subject to the terms and conditions mentioned therein.
- S. By and under a letter dated 5<sup>th</sup> December, 2011 issued by the MCGM, Traffic Control Branch, MCGM has stated that the proposal to develop a public parking lot on the said Larger Land shall be considered on the terms and conditions mentioned therein ("**PPL**").
- T. MCGM, Mumbai Fire Brigade, has, by and under its letter dated 30<sup>th</sup> May, 2012 bearing No.F.B/HR/ City/99 issued a no objection for the construction of a high-rise residential building as set out therein.
- U. MCGM has issued a Commencement Certificate ("CC") dated 13<sup>th</sup> December, 2013 bearing No.EEBPC/5709/E/A for construction of the said Building on the said Land on the terms mentioned therein and amended/revised from time to time. The copy of said Commencement Certificate dated 13<sup>th</sup> December, 2013 and amended/revised from time to time is annexed hereto and marked as **Annexure "4"**. The details of revised/amended approvals/permissions are mentioned in **Annexure "5"**.
- V. By and under a letter dated 18<sup>th</sup> October, 2014 bearing No.EB/4820/E/AL addressed by MCGM to M/s. Matrix, MCGM has granted its approval to the amended Layout Plans with respect to the said Larger Land on the terms and conditions more particularly mentioned therein.
- W. As mentioned above, a portion of the said Larger Land is under lease from the MCGM. For better planning and execution of the said Whole Project (as defined below), the Promoter had made a proposal to the MCGM to change the location of the Leasehold Land. The change of location of the Leasehold Land has been approved by the Improvement Committee and the MCGM vide their letters both dated 21<sup>st</sup> March, 2016 on the terms and conditions more particularly stated therein. MCGM vide its letter dated 4<sup>th</sup> August, 2016 bearing No. EB/4820/E/AL granted its approval to amend the layout plan and change of location of the Leasehold Land. Accordingly, as per the agreement with the MCGM, (a) the Leasehold Land shown in yellow colour shall be

- shifted to the portion of the said Larger Land which is shown in blue colour on the Proposed Layout annexed hereto and marked as **Annexure “13”**, and (b) the present Leasehold Land will become Freehold Land. In view thereof, necessary deeds, documents and writing will have to be executed between the Promoter and MCGM and the Promoter shall be entitled to execute necessary deeds, documents and the Allottee/s shall not object to the same.
- X. Possession Receipt dated 18<sup>th</sup> May, 2018 has been signed by and between the Promoter and MCGM for exchange of the Leasehold Land with the Freehold Land as mentioned in Recital Clause (W) hereinabove.
- Y. By and under a letter dated 5<sup>th</sup> March, 2019 bearing No.EB/5709/E/A addressed by MCGM to M/s. Matrix, MCGM has granted its approval to the amended Layout Plans with respect to the said Building (*defined hereinafter*) on the terms and conditions more particularly mentioned therein.
- Z. The details of mortgage or lien or charge on the portion of the Larger Land are mentioned in the **Annexure “8”** is annexed hereto.
- AA. The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that the Promoter is proposing to construct more upper floors of the said Building (as defined below), resulting in an overall height of 64 or more habitable floors of the said Building and/or as per the full potential available. The details of the sanctioned number of floors of the said Building are as more particularly specified in the **Annexure “9”** annexed hereto.
- BB. The Promoter is entitled to construct buildings on the said Land (as defined below) in accordance with the Recitals hereinabove.
- CC. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- DD. The development of a building known as ‘**Monte South Titlis**’ (“**said Building**”) is being constructed on a portion of the Larger Land admeasuring 1475.70 square meters (“**said Land**”) and the said Land is more particularly described in the **Second Schedule** hereunder written. The development of a portion of a building known as ‘**Monte South Titlis**’ which is a phase of the Whole Project (as defined below) and has been registered as a Real Estate Project known as ‘**Monte South Titlis-4**’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) 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 (“**MAHARERA Rules**”). The description of the said Building and the Real Estate Project is mentioned in the **Annexure “9”** annexed hereto.
- EE. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) The development of the building known as “**Monte South Titlis**” is proposed to be divided into four Real Estate Projects (three of which have already been registered with the said Authority). A portion of a building known as ‘**Monte South Titlis**’ shall be constructed with 3 Basements, Lower Ground, Ground Floor, 7 Podiums, 1 Stilt and upto 30<sup>th</sup> Floor, as a phase of the Whole Project and has been registered as a real estate project’ known as “**Monte South Titlis-1**” with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of RERA read with the provisions of the

MAHA RERA Rules.

- (ii) The development of part of the building known as “**Monte South Titlis**” comprising of 31<sup>st</sup> Floor to 45<sup>th</sup> Floor is another phase of the Whole Project (as defined below) and has been registered as a real estate project known as “**Monte South Titlis-2**” with the Real Estate Regulatory Authority.
- (iii) The development of part of the building known as “**Monte South Titlis**” comprising of 46<sup>th</sup> Floor to 54<sup>th</sup> Floor is another phase of the Whole Project has been registered as a real estate project known as “**Monte South Titlis-3**” with the Real Estate Regulatory Authority.
- (iv) The development of part of the building known as “**Monte South Titlis**” comprising of 55<sup>th</sup> Floor to 64<sup>th</sup> Floor is another phase of the Whole Project has been registered as a ‘Real Estate Project’ known as “**Monte South Titlis-4**” (“**the Real Estate Project**”) with the Real Estate Regulatory Authority. The Authority has duly issued a Certificate of Registration bearing No.**P51900048944** (“**the RERA Certificate**”) for the Real Estate Project. The details of the RERA Certificate is more particularly mentioned in **Annexure “9”** hereto. A copy of the RERA Certificate is annexed and marked as **Annexure “12”** hereto.
- (v) The Promoter has informed the Allottee(s) that upto 64 or more habitable floors and/or as per the full potential available are proposed to be constructed on the said Building, subject to the Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has agreed to purchase the said Premises considering the number of floors the said Building being anywhere between sanctioned floor of the said Building to 64<sup>th</sup> floor or above and thus the last habitable floor of the said Building can be sanctioned floor of the said Building or anywhere above sanctioned floor of the said Building. The Allottee(s) has made informed decision to purchase the said Premises considering the said Building having minimum floor or maximum floor.
- (vi) The Allottee/s has/have, prior to the date hereof, examined the copies of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MAHA RERA Rules and has understood the documents and information in all respects.
- (vii) The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate with respect to the sanctioned floors and proposed floors in the Real Estate Project are as more particularly specified in the **Annexure “9”** annexed hereto.
- (viii) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, combination flats/apartments, tenement/s, duplexes, penthouses.

- (ix) The details of the total FSI sanctioned for consumption in the construction and development of the said Building and the FSI that the Promoter proposes to eventually consume and the details of the total FSI in the construction and development of the said Building has been more particularly specified in the **Annexure “9”** annexed hereto.
  - (x) The common amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written (“**said Building Amenities**”).
  - (xi) The common amenities in the Whole Project, which may be used by the Allottee/s after the proposed development of the Whole Project is completed, are listed in the **Fourth Schedule** hereunder written (“**Whole Project Amenities**”).
  - (xii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **MONTE SOUTH**, Names of the Promoters and technology partners in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the facade, terrace, compound wall or other part of the Real Estate Project without being liable to pay any fees/charges cost in this respect to the Society/Apex Body and the Allottee/s agree not to object or dispute the same. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
  - (xiii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication or any other utility/purpose) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
  - (xiv) The details of formation of the Society, and, conferment of title upon the Society with respect to the said Building, are more particularly specified in this Agreement below.
  - (xv) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- FF. The principal and material aspects of the development of the Larger Land (“**Whole Project**”) as more particularly specified in the **Annexure “9”** annexed hereto, are briefly stated below-
- (i) The Whole Project is known as “**Monte South**” and is being developed in a phase-wise manner by constructing and developing multiple buildings/towers/wings/structures thereon including the Real Estate Project for residential/commercial/IT/Retail/hotel user, mixed user and such user as may be permissible in accordance with applicable law. The Promoter shall be entitled to develop the said Larger Land in accordance with applicable law, the approvals and permissions as may be issued from time to time.
  - (ii) The area of the Larger Land to be developed in a phase-wise manner



is 49422.84 square meters.

- (iii) Subject to the receipt of approvals/sanctions from the Municipal Corporation of Greater Mumbai and/or other competent authority(ies), the Promoter further proposes to construct new wings/towers/buildings in addition to the Real Estate Project on a portion of the Larger Land by consuming additional FSI ("**Proposed Buildings**").
- (iv) Besides the phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as multiple phases, under RERA with the RERA Authority.
- (v) The Promoter shall construct Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.
- (vi) The Allottee/s has/have perused a copy of the Proposed Layout Plan ("**Proposed Layout**") which specifies, inter alia, the location of the new/future/further proposed buildings/towers/wings to be built on the Larger Land. The copy of the Proposed Layout Plan is annexed hereto and marked as **Annexure "13"** hereto.
- (vii) The proposed buildings that are proposed to be constructed on the said Larger Land may be connected to each other either by basement or by stilt area or by commercial block or by podium, either horizontally connected to each other as horizontal extension to each other with common partition walls or by dead walls as the case may be and Allottee/s has/have no objection or dispute with regards the same.
- (viii) Additional floors will be constructed above the Real Estate Project, but these floors will be registered as a separate real estate project by the Promoter at an appropriate time.
- (ix) The Allottee/s is/are aware that the Club House, Swimming Pool and Recreation Facility for the Whole Project is proposed by the Promoter at the top of the podium level (the plans for which are however not sanctioned as on date) and the Allottee/s shall have right to use the said Club House, Swimming Pool and Recreation Facility subject to payment of membership charges, usage charges, fees and outgoings to the Promoter from time to time and the Allottee/s does hereby agree and confirm that other than common amenities specified in **Fourth Schedule** hereunder written no other area or areas or facility is either common facility or layout amenity or common facility or layout facility as contemplated by D.C. Regulations, 1991 or otherwise howsoever and the Allottee/s shall not claim any such right in any other area/s or portions of the said Larger Land in any manner whatsoever. Till such time the Apex Body Transfer is not executed, the Promoter hereby reserves his rights in respect of the Terraces, Club house, Swimming Pool (on the top of the terrace) for the purpose of maintenance and better management.
- (x) There will be one space for Religious purpose on the Larger Land which may be used by the Allottee/s after the proposed development of the Whole Project is completed.
- (xi) The details of Sanctioned FSI and Proposed FSI for the Whole Project is as more particularly specified in **Annexure "9"** annexed

hereto.

- (xii) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time.
- (xiii) The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the Promoter proposes to handover part or whole of the floor, Basement–1, Basement–2 and Basement–3, Lower Ground (part), Upper Ground (part), 1<sup>st</sup> (part) to 4<sup>th</sup> (part) parking of the said Building and other proposed buildings on the said Larger Land (as and when constructed) to the M.C.G.M. or the concerned authority under the Public Parking Scheme as stated in Regulation 33 of the DC Regulations (as applicable and amended from time to time) along with other facilities for electricity, water, sewer sanitation, W.C. Block as may be required for the same and/or may be partly used for commercial purpose and Allottee/s has/have no objection or dispute regards the same. The Promoter reserves the right to grant exclusive access to the concerned authority (in exclusion to Allottee/s) with respect to the Public Parking Lot in accordance with the permissions obtained by the Promoter from time to time.
- (xiv) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. MONTE SOUTH, Names of the Promoters and technology partners in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land or part thereof and on the facade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time without being liable to pay any fees/charges cost in this respect to the Society/Apex Body and the Allottee/s agree not to object or dispute the same. The Promoter shall also be entitled to place, select, decide hoarding/board sites. The Promoter has full and free right of way and means to access such place on the Larger Land or any part thereof for the purposes of repair, painting or changing the logo.
- (xv) For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Larger Land, and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.
- (xvi) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work

- notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the said Larger Land and/or on adjoining properties.
- (xvii) The Promoter shall be entitled to confer title of particular tower/wing to such Other Societies, as mentioned in this Agreement below.
  - (xviii) The details of formation of the Apex Body, and conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are as mentioned in this Agreement below.
  - (xix) The statutory approvals mandatorily may require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
  - (xx) The nature of development of the said Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
  - (xxi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MahaRERA Rules.
  - (xxii) The Promoter will be entitled to develop the Larger Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.
  - (xxiii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- GG. The Allottee/s is/are desirous of purchasing a residential premises/flat in the Real Estate Project more particularly specified in the **Third Schedule** hereunder written and the other details whereof are specified in the **Annexure “11”** hereto (“**Premises and Transaction Details**”) (hereinafter referred to as the “**said Premises**”).
- HH. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are mentioned in **Annexure “9”** annexed hereto.
- II. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- JJ. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the Premises to receive the sale consideration in

respect thereof.

- KK. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Matrix Architects and Engineers and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:-
- (i) Sanctioned Plans i.e. layout plans, building plans, floor plans, IOD, C.C., Parking Plans, LOI for Public Parking Lot, MCGM letters dated 21<sup>st</sup> March, 2016 about approval of Improvement Committee for change of location of land etc.
  - (ii) All the Title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the Larger Land as disclosed hereinbefore.
  - (iii) The authenticated copies of the Property Register Card with respect to the Larger Land, which are annexed and marked as **Annexure "6"** hereto.
- LL. The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as **Annexure "10"** hereto.
- MM. Copy of the Title Report issued by Wadia Ghandy & Co., dated 7<sup>th</sup> July, 2014, Addendum to Title Report dated 1<sup>st</sup> October, 2016 and 29<sup>th</sup> August, 2020 of the Advocates and Solicitor and Additional Title Certificate issued by Adv. Prasanna Tare dated 5<sup>th</sup> July, 2022 certifying the right/entitlement of the Promoter are annexed hereto and marked as **Annexures "7" and "7A" (Colly.)** hereto ("**the said Title Report**").
- NN. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities 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 upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- OO. Further, all the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained by the Promoter.
- PP. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- QQ. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Annexure "11"**.
- RR. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable laws and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the

Allottee/s has/have the financial capability to consummate the transaction.

- SS. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the **Annexure "11"** annexed hereto and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the same has been more particularly specified in the **Annexure "1"** hereto.
- TT. Under Section 13 of the RERA, 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.
- UU. 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 agrees to purchase and acquire, the said Premises.

**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 portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. **Construction:**
  - (i) The Promoter shall construct the said Building in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the MCGM from time to time. The said Building shall have the common amenities that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or, due to change in law/DC Rules and Regulations and New DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee/s.
3. **Purchase of the Premises and Sale Consideration:**
  - (i) The Allottee/s hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, Premises (more particularly described in **Annexure "11"** hereto), for a Sale Consideration which shall be paid in installments in the manner provided in **Annexure "11"** hereto, which Annexure also sets out the details of the amounts paid till date. The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as **Annexure "1"**. The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor, consideration value etc. is as more particularly described in the **Annexure "11"**. The said Premises is shown in the Sanctioned Floor Plan annexed and marked as

**Annexure “10”** hereto.

- (ii) In accordance with the progress of construction of the Real Estate Project, the Promoter shall intimate the Allottee/s about the stage-wise completion of the said Real Estate Project as detailed in the Payment Schedule set out in **Annexure “11”** hereto, and shall call upon the Allottee/s to make payments as per the installments mentioned in **Annexure “11”** hereto (the payment at each stage is individually referred to as “**the Installment**” and collectively referred to as “**the Installments**”). On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 15(fifteen) days of the Promoter’s said written demand, without any delay, demur or default, time being of essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demurr.
- (iii) U/s.194-IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct the TDS on the Sale Consideration amount and on Other Charges as per applicable laws/rules/regulations. The Allottee/s shall pay the applicable TDS to the concerned government account and submit Form 16B and/or such other proof of payment of TDS to the Promoter within 7 (seven) days.
- (iv) The Allottee/s has/have applied for \_\_\_\_\_ number of car parking slot/s. The Allottee/s will be entitled to use and occupy, at no additional consideration, \_\_\_\_\_ number of mechanical stackable/non-stackable covered parking slots (“**Car Parking Slot/s**”). It is clarified that the Car Parking Slot/s shall be specifically allocated to the Allottee/s at the time of handing over of possession of the said Premises. On handover of the said Premises to the Allottee/s it is possible that the Allottee/s may not get a permanent car parking allocation. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises temporary car parking space will be allotted to the Allottee/s and permanent car parking will be allotted subsequently on the completion of the development of the Whole Project. At the time of allotment of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.
- (v) The allotment of the car parking slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same or any reason whatsoever.
- (vi) The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The Allottee/s acknowledges that Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large/extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee(s)' car cannot use the said allotted car parking slot/s. The size of the car parking slot/s will be 2.3mt wide

- and 4.5mts deep.
- (vii) The car parking slot/s are attached with and connected to the said Premises. The Allottee/s agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, repossession etc of the Premises under any of the provisions of this Agreement.
  - (viii) The Allottee(s) undertakes not to sell/transfer/lease/sub-lease/ provide on license basis or deal with the said allotted parking slot/s.
  - (ix) Unauthorized usage of car parking slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Whole Project, Society/ Apex Body shall be entitled to charge such amount as may be decided by Society/Apex Body from time to time for any unauthorized usage thereof.
  - (x) The Allottee/s further expressly agrees that, he/she/they shall pay on a quarterly basis towards the maintenance charges of the Car Parking Slot/s as mentioned in **Annexure “11” (“Premises and Transaction Details”)**. The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Society/Apex Body.
  - (xi) The Promoter has informed the Allottee/s and Allottee/s is/are aware that car parking facility/car parking provided on the Podium or basement levels (if any) has access and egress from drive way to podium or basement in the building and Allottee/s does hereby confirm to the Promoter that the Allottee/s of flats in the Real Estate Project will be responsible for maintenance/upkeep and replacement of the said mechanical stackable parking/non stackable car parking including but not limited to comprehensive maintenance contract, electricity charges, insurance charges and all other costs, charges, expenses for attendants etc. and Allottee/s do hereby agree and confirm not to raise any objection or dispute regards the same.
  - (xii) It is clarified that the Sale Consideration shall be payable by the Allottee/s into Bank Account for the Real Estate Project (“**the said Account**”). The details of the Bank Account are more particularly specified in **Annexure “11”** hereto.
  - (xiii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of CGST and SGST 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 Project and/or with respect to the said Premises and/or 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 CGST and SGST, TDS 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 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. Further details about the total taxes to be paid by the Allottee/s for his/her/their Premises is as more particularly specified in the **Annexure “11”** annexed hereto.

- (xiv) 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.
- (xv) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price / Sale Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan/Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause No.3(i) of this Agreement and as more particularly specified in Clause No.(4) in the **Annexure "11"** annexed hereto.
- (xvi) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, including TDS, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.
- (xvii) If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(ii) above and in accordance with the payment schedule more particularly specified in **Annexure "11"** and as mentioned in this Agreement (which will not absolve Allottee/s of his/her/their/its responsibilities under this Agreement).
- (xviii) The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable



by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. 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 MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. Time is of the essence for the Promoter as well as the Allottee/s. 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 and the common amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **FSI, TDR and development potentiality with respect to the said Building/Real Estate Project on the said Land:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plan, at **Annexure "13"** hereto 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.

7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plan at **Annexure "13"** hereto constituting the Proposed Layout 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. It is further agreed between the parties that any unutilized/balance FSI of the Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land.

8. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the said Premises to the Allottee/s as more particularly specified in the **Annexure "9"** ("**Whole Project and Real Estate Project Details**") annexed hereto, ("**Possession Date**") provided however, that the Allottee/s has/have paid all his dues under the said Agreement and is not in breach of the terms and conditions of this Agreement. The Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real

Estate Project is delayed on account of any or all of the following factors:-

- (a) war, civil commotion, or act of God or any force majeure events including pandemic or epidemic;
- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) any stay order/injunction order issued by any Court of Law, competent authority, concerned authority, MCGM, statutory authority;
- (d) delay in providing basic amenities like water, electricity, drainage system etc by the local body;
- (e) delay in granting approvals, NOC, Occupation Certificate;
- (f) any other circumstances that may be deemed reasonable by the Authority;
- (g) any other reason beyond the reasonable control of the Promoter.

In such event the date of handover of possession of the said Premises shall be extended to the extent of loss of time.

- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date [save and except for the reasons as stated in Clause 8(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 Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**the Interest Rate**") for delay in possession, from the Possession 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 of 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**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. 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 car park and the Promoter shall be

entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (iii) In case if the Allottee/s elects his remedy under sub-clause (ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii)(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 till actual realization of all the outstanding amounts.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-Clause ii(a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing breach of any of the terms and conditions/covenants of this Agreement and/or on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled to at its 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 the Agreement. 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 Termination Notice**"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit upto 5%(five percentage) of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage amount, stamp duty on this Agreement (if borne by the Promoter on behalf of the Allottee/s) or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company/individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. Refund shall be made by the Promoter only after the said Premises are rebooked/resold and after the receipt of payment towards

consideration from the subsequent Allottee/s. The Promoter shall after deduction of the Forfeiture Amount and the other amounts as mentioned above, refund the balance amount of the Sale Consideration paid by the Allottee/s, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee/s. In the event of termination of the Agreement as mentioned above, the Allottee agrees and undertakes to forthwith execute and register a Deed of Cancellation to cancel this Agreement along with any other necessary documents in this behalf. In case of termination of this Agreement for whatsoever reason if Allottee/s does not come forward to execute and register the Deed of Cancellation in respect of the said Premises, then in such circumstances the Promoter shall be entitled to resort the remedy available to it under the applicable law/rules/regulations to cancel such registered Agreement for Sale in respect of the said Premises and in such event, the Allottee irrevocably agrees, that the Promoter shall also be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

(vi) If the Allottee/s seeks a loan from financial institutions or banks or any other lender (the “**Lender**”) against the security of the said Premises for which a written NOC/consent and approval of the Promoter has been issued, then in the event of: (a) the Allottee/s committing a default of the payment of the installments of the consideration amount, (b) the Allottee/s deciding to cancel the agreement and/or, (c) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage, debt, outstanding at the time of the said termination to the concerned bank/financial institution. The Allottee/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter and receipt, etc. from the Lender stating that the Allottee/s has/have cleared the mortgage debt. Notwithstanding the above, the Allottee’s obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. It is also agreed that the Allottee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Allottee/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest which shall be two percent above the Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which amount becomes due and payable, on the outstanding amounts under this Agreement.

9. The common amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written. The common amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are more particularly mentioned in the **Annexure “14”** is

annexed hereto.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the MCGM 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, 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 as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee/s has/have made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause No.10(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 No.10(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.
- (iv) After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from 16<sup>th</sup> day onwards, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, GST, other indirect taxes of every nature, or such other levies by the MCGM 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 maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Transfer Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as more particularly specified in the **Annexure "11"** annexed hereto towards the outgoings (the maintenance charges may be payable on half yearly or yearly basis as may be decided by the Promoter). The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer Deed is duly executed and registered in the manner as stated herein. On execution of the Society Transfer Deed, the aforesaid deposits less

any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society. The Allottee/s hereby agree that he/she/they are aware that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur. The Allottee agrees and undertakes to pay the CGST and SGST or any other tax/es as may be applicable from time to time on the Maintenance Charges/Common Area Maintenance Charges/Deposits/Other Charges without any objection.

11. (i) 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 said Building in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.  
(ii) Notwithstanding to what is mentioned in Clause No.11(i) above, the Allottee/s agrees that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises, and/or willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.
12. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used for residential purpose only. The Allottee/s shall use the car parking slot/s only for purpose of parking vehicle.
13. **Formation of the Society and Other Societies:**
  - (i) Upon 51% of the total number of premises in the said Building being booked by the Allottee/s, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules.
  - (ii) The Allottee/s shall, along with other allottees of premises in the said Building, join in forming and registering 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 and MAHA RERA Rules, in respect of the said Building in which the allottees of the premises in the said Building alone shall be joined as members (“**the Society**”).

- (iii) 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, including the bye-laws of the proposed society and shall duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all Allottee/s of flats and premises in the said Building as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Transfer Deed, the Promoter shall continue to be entitled to such unsold premises/car parking slot/s and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold Premises and car parkings. The Promoter shall also not be liable to pay any compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- (vii) Post execution of the Society Transfer Deed, the Society shall be responsible for the operation and management and/or supervision of the said Building, 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.
- (viii) Upon 51% of allottees of premises in the other buildings to be developed on the Larger Land having booked their respective premises, the Promoter shall submit application/s in respect of the other Buildings to be developed on the Larger Land, to the competent authorities to form a co-operative housing society to comprise solely of the allottees of premises in those particular buildings/real estate projects, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises comprised in the other buildings/real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHA RERA Rules.
- (ix) The costs, 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 toward the same.

**14. Transfer to the Society and Other Societies:**

- (i) The Promoter shall, within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building or in accordance with the provisions of RERA from time to time, the said Building excluding 3 Basements, Lower Ground, Ground Floor, 7 podiums and 1 Stilt of the said Building shall be transferred/leased to the Society vide a registered transfer deed, provided however that 3 Basements, Lower Ground, Ground Floor, 7 Podiums and 1 Stilt shall be retained by the Promoter and shall not be transferred to the Society till the time the Apex Body Transfer is not executed (or in such other manner as may be required by law) ("**Society Transfer**"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the said Building/Real Estate Project including any common amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar transfer deeds to the Other Societies with respect to their respective buildings/Real Estate Project/s.

**15. Formation of the Apex Body:**

- (i) The Promoter shall, within a period of 3 months of obtainment of the Full Occupation Certificate of the last real estate project in the Tower-D /Building D-namely 'Mont Blanc' in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA 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 toward the same.
- (iii) It is further agreed between the parties that all undertakings, declarations, Indemnity bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of MCGM and the



concerned bodies/authorities in respect of the said Larger Land and its development shall be binding upon the Allottee/s and society including the Apex Body as may be formed of the Allottee/s of Premises.

16. **Transfer of the Larger Land to the Apex Body:**

- (i) Within a period of 3(three) months of obtainment of the Full Occupation Certificate of the last real estate project (in the Tower-D /Building D- namely 'Mont Blanc' in the layout of the Larger Land) in the Whole Project, the Promoter and the Apex Body shall execute and register a Transfer Deed whereby the Promoter shall transfer on lease hold basis all its right, title and interest in the portion of the land comprised in the Larger Land (except the Public Parking Lot if implemented as stated below) comprised in between points A-B-C-D-E-F-G-H-I-J as more particularly hatched in green colour in the Proposed Layout Plan in favour of the Apex Body ("**Apex Body Transfer**").
- (ii) The internal common road shown in the Proposed Layout Plan will be used by the allottees in all the buildings in the Whole Project.
- (iii) The Promoter proposes to form a separate Apex Body/Society/Condominium at its sole discretion respectively for MHADA/Rehabilitation buildings and other building/s R1, R2, R3 and Mixed user/commercial building proposed in the layout.
- (iv) The land below and adjoining the Jain Temple as hatched in red colour will be conveyed to the trust of Jain Temple.
- (v) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer. The costs, expenses, charges, levies and taxes on the Apex Body Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Transfer, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common amenities and the Promoter shall not be responsible for the same.
- (vi) It is however agreed by the Allottee/s that if the proposed PPL is implemented on the said Larger Land in accordance with the DC Regulations, then the portion of the Larger Land on which the PPL scheme is implemented shall be handed over to the MCGM/ Concerned Authority as required by applicable law and in that event the Society Transfer Deed and the Apex Body Transfer Deed will not take into account that portion of the Larger Land on which the public parking scheme is implemented.
- (vii) In the event any premises/spaces/areas are unsold/un-allotted/unassigned and/or if car parking slot/s are un-allotted on formation of the Apex Body and execution of conveyance/transfer deed of the said Larger Land in favour of the Apex Body as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, contribution, outgoings, deposits, transfer fees/ charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold Premises and car parkings. The Promoter shall also not be liable to

pay any compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

- (viii) The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, 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 said Building. The Allottee/s agrees 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.
17. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person (“**Project Management Agency**”) to manage the operation and maintenance of the building(s), and the infrastructure on the Larger Land, common amenities and facilities on the said Larger Land for a period till formation and handover of the Larger Land in favour of the Apex Body. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottee/s of the said Building and the allottees of the proposed buildings to be constructed on the Larger Land on prorata basis as may be decided by the Promoter and/or the Apex Body as applicable.
18. Upon making full payment of all amounts due under this Agreement and upon completion of the development of the said Whole Project, the Allottee/s shall be entitled to use the facilities of the proposed “**Club House**”, under the control of a Project Management Agency or the Promoter. The Allottee/s shall be entitled to nominate a maximum of 5(five) individuals including the Allottee/s (all of whom are direct family members and staying with the Allottee/principal occupant in the said Premises) to be admitted as members of the Club House and avail the facilities of the said Club House. The Membership will be subject to the terms and conditions, rules and charges, as may be framed/levied from time to time by Project Management Agency/the Promoter. Any additional membership if requested may be granted by the Promoter at its sole discretion for an additional charge and/or as per the terms and conditions as may be framed from time to time. The right to use the facilities at the Club House shall be personal to the Allottee/s and shall not be transferrable in any manner to any third person or party whatsoever. In the event that the said Premises is sold or transferred by the Allottee/s, then the Allottee/s shall be deemed to have transferred the right to utilize the said Club House facilities as well as membership to the subsequent allottee/s of the said Premises. The Allottee/s shall be obliged to pay the charges, if any, levied by the Project Management Agency / the Promoter for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Sale Consideration and other amounts payable

hereunder, at the time the said Premises is made available to the Allottee/s for fit outs, be obliged to pay to the Promoter/Project Management Agency a non-refundable club house membership fees/and Club House corpus fund. The Promoter or any Project Management Agency appointed by the Promoter shall operate the Club House and shall be entitled to charge a fee per month for the same to the Allottee/s in addition to the amounts mentioned in this Agreement and the Allottee/s shall raise no objections with respect to the same.

19. The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery of possession of the said Premises, deposit the amounts (“**Other Charges**”) with the Promoter as more particularly specified in the **Annexure “11”** annexed hereto. The Other Charges are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The amounts mentioned in the table of Other Charges in Annexure “11” shall not carry any interest. Other Charges are exclusive of any taxes including but not limited to CGST and SGST, TDS or any other tax/levy and the Allottee/s shall be liable to bear the same separately.
20. It is clarified that the moneys will be solely used for the purpose for which they have been taken. It is clarified that the Club House Corpus Fund, and Common Apex Body Corpus, shall be transferred to the Apex Body/final organization as and when formed in future and the Maintenance Deposit shall be transferred to the Society as and when formed after deducting the outstanding amounts and/or actual expenses. Maintenance Charges for 1 (one) year in Advance shall be appropriated towards the Maintenance Charges from the 16<sup>th</sup> day of the notice to take the possession from the Promoter to the Allottee/s till the advance amount of maintenance charges is completely appropriated and thereafter the Allottee/s shall liable to make the payment towards the maintenance charges.
21. In the case of the payments/deposits referred to in the table of the other charges is more particularly specified in the **Annexure “11”**, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, the same shall be payable by the Allottee/s before possession of the said Premises. In addition to the above any, Property Tax, CGST and SGST and/or any other new levies/tax that may become due and payable at any time hereinafter on the aforesaid charges/deposits shall be borne and paid by the Allottee/s alone. The Promoter has informed the Allottee/s and the Allottee/s is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head “Other Charges” in the **Annexure “11”** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If at any time there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee/s agrees and undertakes to pay the additional amount to the Promoter without any objection.
22. The Allottee/s shall pay to the Promoter a sum more particularly specified in the table of the Other Charges as specified in **Annexure “11”** for 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, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer Deed, Apex Body Transfer Deed and other deeds, documents and writings.

23. 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 layout of the Larger Land. 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 allottees of flats/premises in the Real Estate Project and/or on the Larger Land, 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 allottees of flats/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee 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 Allottee/s of flats/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

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

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 Annexes, subject to what is stated in the Title Report, and subject to the RERA Certificate,-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the portion of the Larger Land except those mentioned in **Annexure "8"**;
- (iv) There are no litigations pending before any Court of law except those as mentioned in the Title Certificate;
- (v) All 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 due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common

- areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
  - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
  - (viii) 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;
  - (ix) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common amenities of the said Building as detailed in the **Fifth Schedule** hereunder written to the Society;
  - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Transfer and thereupon shall be proportionately borne by the Society;
  - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.
25. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./T.D.R. or any other rights of the Larger Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
26. The Promoter shall be entitled to construct site offices/sales lounge on the said Land/Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Larger Land or any portion thereof is transferred to the Apex Body.
27. The Allottee/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project/said Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building 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 as to damage the

construction or structure of the Real Estate Project/said Building 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 likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the said Building in which the said Premises is situated and in case any damage is caused to the Real Estate Project/ said Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- (iii) To carry out at his 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/ said Building 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 said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s does hereby indemnify and keep indemnified the Promoter in this regard.
- (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/said Building 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 tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project/ said Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said 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 Larger Land and/or the Real Estate Project/said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) It shall be the responsibility of the Society and the Apex Body that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in building shall be treated separately.
- (vii) 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 Larger Land and/or the Real Estate Project/ said Building in which the said Premises is situated.
- (viii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned

local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Premises is situated.

- (ix) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (x) Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- (xi) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its 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 applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xii) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower/Wing 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 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/ said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xiii) 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/said Building or any part thereof to view and examine the state and condition thereof.
- (xiv) Till the Apex Body Transfer Deed is executed in favour of the 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 Larger Land, the buildings/towers/ wings thereon, or any part thereof, to view and examine the state and condition thereof.
- (xv) The Allottee/s has/have declared that he/she/they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI and laws including Foreign Exchange Management Act and other applicable laws (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter. Any breach or violation of any Acts or Rules or Laws by the Allottee/s

shall be entirely at their own cost and risk. In case any permission is refused or subsequently found lacking by any statutory authority under applicable laws to such Non-Resident Indians, the same shall constitute breach of the terms of this Agreement. In case there is a shortfall in the amount received from the Allottee/s while remitting any amounts online on account of currency difference or fluctuation, the Allottee/s shall make good the shortfall payment by the due date failing which shall Allottee shall be deemed to have breached the terms of this Agreement and the Promoter shall be entitled to terminate this Agreement on the terms and conditions as specified herein.

- (xvi) Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Allottee/s that they shall not use any other road or access for ingress and egress to the residential/commercial property, save and except the access road as provided by the Promoter.
- (xvii) Till the entire development of the Larger Land is completed, the Allottee/s 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 in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xviii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.
- (xix) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee/s has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall be liable to pay such sum as may be determined by the Promoter/the Society to the Promoter/the Society, as the case may be.
- (xx) Not to install a window air-conditioner within or outside the said Premises. If the Allottee/s affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee/s shall be liable to pay such sum as may be determined by the Promoter/ the



Society to the Promoter / the Society, as the case may be.

- (xxi) The Allottee/s shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxii) The Allottee/s has/have expressly agreed to take prior written consent from the Promoter or the society as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the allottee/s has carried out such changes/alteration/modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- (xxiii) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever.
- (xxiv) The Allottee(s) agrees and acknowledges that the sample flat constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample flat and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement.
- (xxv) Not to slaughter or cause any injury to any animals either by the Allottee/s or through any other person in common areas of the said Building/Whole Project failing which, strict action will be taken by the Promoter/ Society and heavy penalty will be imposed.
- (xxvi) The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the Whole Project of development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee(s) not only as a Allottee(s) of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee(s) and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger Land.
- (xxvii) The Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for 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 and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed

by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and such mortgage in favour of such bank/financial institution 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. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement.

- (xxviii) The Allottee/s agrees and confirms that notwithstanding that the Allottee/s has/have approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee/s to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee/s to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee/s has/have no objection in this regard.
- (xxix) The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default.
- (xxx) The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the Society/Apex Body of the Premises Allottee/s i.e. the Society/ Apex Body etc that may be formed about the lien/charge of such Banks/Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
28. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
29. 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 Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, 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, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned

until the Society Transfer and the Apex Body Transfer, as the case may be.

30. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

31. **Binding Effect:**

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 signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Schedule specified in **Annexure "11"**, within 30(thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/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(fifteen) 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.

32. **Entire Agreement:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

33. **Right to Amend:**

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

34. **Provisions of this Agreement applicable to the Allottee/subsequent allottees:**

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

35. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

36. **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 other Allottee(s) in 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/areas/spaces in the Real Estate Project.

37. **Further Assurances:**

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

38. **Place of Execution:**

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

39. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

40. All notices to be served on the Allottee/s and 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 at their respective addresses specified below:

Allottee/s : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notified Email ID : \_\_\_\_\_

Promoter : **SWAYAM REALTORS AND TRADERS LLP,**

Address : Byculla Division, Khatau Mill Compound,  
(Correspondence) Bapurao Jagtap Marg, Near Fire Brigade,  
Byculla (West), Mumbai- 400 008

Notified Email ID : [customercare@montesouth.in](mailto:customercare@montesouth.in)

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 Allottees:**

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

42. **Stamp Duty and Registration Charges:**

Any one of the clauses stated below will be applicable to the Allottee/s as per fact of the case.

The stamp duty and the registration charges and other incidental charges to this Agreement shall be borne and paid by the Allottee/s. In the event, any liability towards the Stamp Duty arises in future, the Allottee/s shall be liable to bear the same. The Allottee/s shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

**OR**

The stamp duty upto an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) shall be borne and paid by the Promoter and the Allottee/s shall be liable for payment of any amount over and above the above mentioned amount in the event any liability towards the Stamp Duty arises in future. The Registration Charges will be borne and paid by the Allottee/s. The Allottee/s shall lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof and bear all other incidental charges in respect thereof if any.

43. **Dispute Resolution:**

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 the RERA and the Rules and Regulations, thereunder.

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 City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

45. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee/s are set out below:-

**Party**

**Promoter**

**Allottee/s**

**PAN**

**ACEFS2816A**

\_\_\_\_\_

46. **Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include:-
  - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution 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, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes 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 to it;
- (v) 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;
- (vi) Each of the representations and warranties provided in this Agreement is independent of 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;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) 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); and
  - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(description of the said Larger Land)**

**Part A**  
**(Freehold Land)**

All those pieces and parcels of freehold land admeasuring, in the aggregate, 37,564.84 square meters (as per the Property Register Cards) and bearing (i) C.S. No.1798(part) admeasuring 23,257.72 square meters, (ii) C.S.No.16/1840 admeasuring 4,416.42 square meters and (iii) C.S.No.1841(part) admeasuring 9,890.7 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

**(Part B)**  
**(Leasehold Land)**

All those pieces and parcels of leasehold land admeasuring, in the aggregate, 11,858 square meters (as per the Property Register Cards) and bearing (i)C.S.No.1798(part) admeasuring 8,710.8 square meters and (ii)C.S.No.1841(part) admeasuring 3,147.2 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

The Larger Land is bounded as follows:-

- On or towards the north : Hafiz Ali Bahadur Road  
On or towards the west : Khan Mohammad Salim Road  
On or towards the south : Meghraj Seth Road  
On or towards the east : Bapurao Jagtap Marg

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(description of the said Land)**

All that Land bearing admeasuring 1475.70 sq.mts., being portion of C.S. No.1841 of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008. being the portion of Larger Land as mentioned in the First Schedule hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(description of the said Premises)**

All the right, title and interest in the Flat/Premises No.\_\_\_\_\_ admeasuring \_\_\_\_\_ square meters RERA carpet area, on the \_\_\_\_\_ floor, in '\_\_\_\_' Wing, in the Real Estate Project known as "**Monte South Titlis-4**" in the Building known as "**Monte South Titlis**" in the Whole Project known as "**Monte South**" situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008 to be constructed/constructed on the said Land as mentioned in the Second Schedule hereinabove alongwith \_\_\_\_\_number of car parking/s.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Amenities of Whole Project)**

COMMON AMENITIES

1. Paved Access.
2. Recreation, landscaped space with Jogging track, Play Park equipments at Podium Level.
3. Grand Entrance Gate.
4. \* Membership to Club House with Health Club, Swimming Pool, Gymnasium, Indoor Games.
5. Well designed compound walls and Security gates shall be provided.  
\* Item 4 is chargeable as mentioned in this Agreement.

The common amenities as mentioned in this Schedule for the Whole Project shall be completed on completion of the Whole Project.

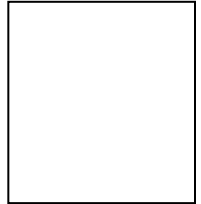
**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Common Amenities of the said Building)**

1. High Speed Lifts
2. Fire Fighting Facility

The common amenities as mentioned in this Schedule for the said Building shall be completed on completion of the said Building.

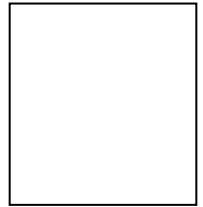
**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the day first above written.

**SIGNED, SEALED AND DELIVERED** ) For Swayam Realtors And Traders LLP  
by the withinnamed "**Promoter**" )  
**Swayam Realtors And Traders LLP** )



through its Authorized Signatory ) Authorized Signatory/Director

Mr. \_\_\_\_\_ ) For Swayam Realtors And Traders LLP



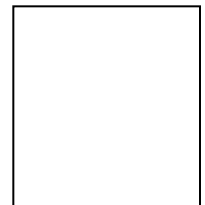
Mr. \_\_\_\_\_ ) Authorized Signatory/Director

in the presence of )

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED** )  
by the withinnamed the "**Allottee/s**" )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)



in the presence of ..... )

1. \_\_\_\_\_

2. \_\_\_\_\_



### List of Annexures

- Annexure “1”** - Receipt
- Annexure “2”** - Sanctioned Layout Plan
- Annexure “3”** - Intimation of Disapproval dated 6<sup>th</sup> October, 2010 bearing reference No.E.B./CE/EB/5709/E/A/BS/A issued by the MCGM
- Annexure “4”** - Commencement Certificate dated 13<sup>th</sup> December, 2013 bearing reference No.EEBPC/5709/E/A issued by MCGM and amended from time to time
- Annexure “4A”** - Copy of Part Occupancy Certificate issued by MCGM
- Annexure “5”** - Details of revised/amended approvals/permissions
- Annexure “6”** - The authenticated copies of the Property Register Cards
- Annexures “7” & “7A” (Colly.)** - Title Report issued by Wadia Ghandy & Co. dated 7<sup>th</sup> July, 2014 and further Addendum/s to Title Report
- Annexure “8”** - Details of Mortgage
- Annexure “9”** - Whole Project and Real Estate Project Details
- Annexure “10”** - Sanctioned Floor Plan
- Annexure “11”** - Premises and Transaction Details
- Annexure “12”** - RERA Certificate
- Annexure “13”** - Proposed Layout Plan
- Annexure “14”** - Particulars of the brand and pricing of Internal Amenities of the said Premises