

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Thane on this _____day of _____ 20__.

BETWEEN

M/s. Tapir Constructions Limited, a company under the Indian Companies Act, 1956 and having its registered office at **Office no 202, 2nd Floor, A-18, Rama House, Middle Circle, Connaught Place, New Delhi-110001** hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **of the One Part**;

AND

[●] of [●], Indian Inhabitant, having his/her address at [●], hereinafter referred to as the “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors administrators and assigns) of the **OTHER PART**.

OR

[●], a company incorporated and registered under the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013 and having its registered office at [●] hereinafter referred to as “**the Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**;

OR

[●] LLP, a company incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at [●], hereinafter referred to as “**the Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**.

OR

[●], a partnership firm, registered and incorporated under the provisions of Partnership Act

1932 and having its principal place of business at [●], hereinafter referred to as “**the Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm and from time to time, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner/s and his/her/their assigns) of the **OTHER PART**;

The Promoters and the Purchaser are individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

A. Voltas Ltd. was seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces and parcels of lands bearing: -

- i) Survey Nos.53/1 and 55, of Village Panchpakhadi admeasuring in the aggregate approximately 19,690 sq. mtrs. or thereabouts together with the structures standing thereon lying, being and situate at Panchpakhdi, Pokhran Road No.2, Thane (West) 400 601 within the Registration District and Sub-District of Thane (hereinafter referred to as the said ‘**Freehold Property**’) and more particularly described in the **First Schedule** hereunder and delineated with plain boundary line on the plan annexed thereto and marked as **Annexure ‘A’**;

AND

- ii) Survey No.511(pt.) of Village Panchpakhadi admeasuring 1,901 sq. mtrs. or thereabouts together with the structures standing thereon lying, being and situate at Panchpakhdi, Pokhran Road No.2, Thane (West) 400 601 within the Registration District and Sub-District of Thane (hereinafter referred to as the said ‘**Sanad Property**’) and more particularly described in the **Third Schedule** hereunder and delineated with cross hatched boundary line on the plan annexed thereto and marked as **Annexure ‘A’**. The Sanad Property forms a part of a larger area admeasuring 1,01,524 sq. mtrs or thereabouts together with the structures standing thereon lying, being and situate at Panchpakhdi, Pokhran Road No.2, Thane (West) 400 601 within the Registration District and Sub-District of Thane (hereinafter referred to as the “**said Larger Sanad Property**”);

AND

- iii) Survey Nos. 70/1 (pt.), 70/2A, 70/4(pt.), 70/6(pt.), 70/7(pt.), 70/8(pt.) 70/9B, 71/1/A/1/1, 71/2, 71/3A/2, 71/1/A/1/3 of Village Panchpakhadi admeasuring 7,620 sq. mts. or thereabouts together with the structures standing thereon lying, being and situate at Panchpakhdi, Pokhran Road No.2, Thane (West) 400 601 within the Registration District and Sub-District of Thane (hereinafter referred to as “**Freehold Exempted Property**”), and more particularly described in the **Fourth Schedule** hereinunder and marked with Linear Hatched on the plan annexed thereto and marked as **Annexure ‘A’**.
- B. The area of the Freehold Property, the said Sanad Property and the said Freehold Exempted Property in the aggregate is approximately admeasuring 29,211 sq. mtrs. or thereabouts;
- C. Vide Agreement for Sale dated 29th December, 2014, Voltas Ltd., therein referred to as Vendor, agreed to sell and Tapir Constructions Ltd., therein referred to as Purchaser, agreed to purchase from the Vendor the abovementioned Freehold Property for the consideration and on the terms and conditions as more particularly mentioned in the said Agreement for Sale;
- D. Vide another Agreement for Sale dated 29th December, 2014, Voltas Ltd., therein referred to as the Vendor, agreed to sell and Tapir Constructions Ltd., therein referred to as the Purchaser, agreed to purchase from the Vendor the abovementioned Freehold Exempted Property for the consideration and on the terms and conditions as more particularly mentioned in the said Agreement for Sale. In the said Agreement for Sale description of the Freehold Exempted Property was erroneously mentioned as Survey Nos. 70/1(pt.), 70/2A, 70/4(pt.), 70/6(pt.), 70/7 (pt.), 70/8(pt.), 70/9B, 71/1/A/1(pt.), 71/2, 71/3A(pt.) admeasuring 7,615.39 sq. mtrs which was corrected in the subsequent Deed of Conveyance;
- E. Vide Agreement to Assignment dated 29th December, 2014 (“**said Agreement to Assignment**”) Voltas Ltd, therein referred to as Assignor, agreed to assign its right, title and interest in the Sanad Property to Tapir Constructions Ltd., therein referred to as Assignor for the consideration and on the terms and conditions as more particularly mentioned in the said Agreement to Assignment.
- F. In terms of Agreement for Sale dated 29th December, 2014 and vide Indenture of Conveyance dated 12th January, 2015, Voltas Ltd. conveyed and transferred, the Freehold Property

including Sub-station set-up, on “as is whereis basis” and “as is what is basis”, subject to exclusive user right of Voltas Ltd. and its successors over the Well situated over the said Project Land, Well water, Voltas Ltd., its successor and Simtools Ltd.’s right of way and Voltas Ltd.’s right to lay and operate underground pipeline as more particularly mentioned in the said Indenture of Conveyance ;

- G. In terms of Agreement for Sale dated 29th December, 2014 and vide Indenture of Conveyance dated 26th March, 2015, Voltas Ltd. conveyed and transferred, the Freehold Exempted Property to Tapir Constructions Ltd. subject to exclusive user right of Voltas Ltd. and its successors over the Well situated over the said Project Land, Well water, Voltas Ltd., its successor and Simtools Ltd.’s right of way and Voltas Ltd.’s right to way and operate underground pipeline as more particularly mentioned in the said Indenture of Conveyance;
- H. The Freehold Property and Freehold Exempted Property with Existing sub-station set up are presently owned and possessed by the Tapir Constructions Ltd, the Promoter herein, as an absolute owner, actual and physical possessor, free from all encumbrances, charges or claim. The Promoter may also in its sole discretion obtain necessary permissions for conveyance/transfer of the Sanad Property. The Freehold Property, Freehold Exempted Property along with and/or without Sanad Property, as the case may be are hereinafter referred to as “**Land/said Land**”.
- I. The Promoter had, from time to time, applied to the concerned authority/ies and obtained the requisite permissions and approvals for development of the said Land in a phase-wise manner in accordance with the _____ scheme. The _____ scheme and the permissions granted for development of the said Land together permitted the Promoter to develop the said Land subject *inter alia* to the condition that the Promoter would transfer specified areas / amenity spaces (“**Amenity Spaces**”) forming a part of the said Land to the concerned authority/ies along with a setback area for road widening (“**Setback Area**”). The area/ portions of the said Land which constitute Amenity Spaces and Setback Area are respectively more particularly described in the **Fifth and Sixth Schedule** hereunder written.
- J. The part / portion of the said Land, determined to be Amenity Spaces as well as Setback Area, admeasures in the aggregate 3919 square meters or thereabouts forming a part of lands bearing Survey Nos. 55/2, 55/1, 55/3, 70/1/A/1, 70/1/A/2, 70/1/A/3, 70/4, 70/6, 70/7, 70/8, 70/9/B. The

Promoter shall in compliance with its obligations under the _____ scheme, hand over quiet, vacant and peaceful possession of the Amenity Spaces as well as the Setback Area to the concerned authority/ies.

- K. In furtherance to the arrangement/ agreement arrived at between the Promoter and Maharashtra Housing and Development Authority (“**MHADA**”), the Promoter shall carry out construction of a building (“**MHADA Building**”) on a portion of land admeasuring _____ square meters or thereabouts and bearing Survey Nos. ____ and _____, which land forms a part of the Sanad Property and the Freehold Exempted Land. Upon construction of the MHADA Building being completed, the Promoter shall execute a deed of conveyance along with ancillary documents to and in favour of MHADA, in compliance with the arrangement with MHADA in this behalf;
- L. The portion of the said Land remaining after handing over (i) the Amenity Spaces and Setback Area to the concerned authority/ies as well as (ii) the MHADA Building in favour of MHADA, is an area of _____ square meters or thereabouts and bears Survey Nos. _____ and may hereinafter be referred to as “**the Project Land**”. A plan of the said Land depicting the boundaries and location of the Amenity Spaces, Setback Area, MHADA Building and the Project Land within the said Land is annexed at Annexure “**A**”.
- M. A certificate of title issued by _____, Advocates, certifying title of the Promoter to the said Property along with 7/12 extracts are annexed hereto as **Annexure “B”**.
- N. Based on its right and entitlement, the Promoter is developing the Project Land for residential and for such other purpose permissible under the applicable laws with the name “**EMBASSY ONE THANE**” and carry out the development in a phase-wise and segment wise manner in consonance with the Relevant Law in the manner the Promoter may deem fit.
- O. The Promoter in order to carry out development over the Project Land had submitted to Thane Municipal Corporation, Thane, plans for the buildings and the Promoter has obtained apart from others the following sanctions/permissions for the purposes of carrying out the development/construction of the said Complex on the said Property:
- a. Intimation of Disapproval (“**IOD**”) bearing no. S04/0083/15 TMC/TDD/1939/16 dated 04/10/2016 (which was amended from time to time) by Thane Municipal Corporation. A

copy of the Intimation of Disapproval (with its amendments) is hereto annexed as **Annexure “C”**

- b. Commencement Certificate (“CC”) bearing no. S04/0083/15 TMC/TDD/2314/17 dated 18/09/2017 , _____ 30/06/2022 (which was amended from time to time) by Thane Municipal Corporation (latest amended being on _____ bearing no. _____) is hereto annexed as **Annexure “D”**
- P. This Agreement relates only to the building bearing No. of Type _____ on a portion of the said Property, comprising of _____ wings, car parking spaces in _____) and residential apartments on _____ (hereinafter referred as the “**Building**”) being constructed on the land as more particularly defined in the **Seventh Schedule**.
- Q. Some approvals are to be received from the Concerned Authorities. The Promoter shall obtain the balanced approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. The said Building and habitable floors of the said Building may be registered and developed, independent of the common areas and facilities of the Building and limited common areas and facilities that may be provided in the Project, in separate phase with separate independent timeline.
- R. The Promoter has appointed _____ as the Architect who is duly registered with the Council of Architects, as the Architect in connection with the construction of the building (hereinafter referred as the “**Architect**”). The Promoter has also appointed _____, as Structural Engineers for providing the structural designs and drawings of the Building. The Purchaser(s) has accepted the professional supervision of the Architect and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property, for the purpose of construction and completion of the Complex;
- S. As aforesaid, the Promoter alone has the sole and exclusive right to develop the said Forth Scheduled Land and Project Property and construct building(s) thereon and sell or otherwise dispose off or alienate the premises in the said building(s) as also parking spaces, terraces

etc., individually or separately and to enter into agreement/s with the buyers of the same and to receive the sale price including fees-subscription-premium etc. in respect thereof. The Purchaser(s) hereby acknowledge(s) and agree(s) that the Project is part of layout development and as such the Promoter would be conveying only the built-up area of the Building (except the basements, lower ground, upper ground (stilt & podium) to the organization/association formed of the individual building(s) (being either a co-operative society/condominium/limited company or combination of them), which shall not be later than 3 (three) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Building to respective purchasers of the Building. the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the buildings are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the Project Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities (excluding the Building Conveyance) by obtaining or executing the necessary conveyance of the said Project Land. The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the Project Land, the permissions, the sanctioned plans and the plans, designs and specifications of the said Apartment prepared by the Promoter's Architect and

of such other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as “the said Act”) and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same.

T. Purchaser/s have taken note of and have agreed with the Promoter that the Promoter and/or their nominees or assignees shall have right to use and enjoy at all times (even after the Conveyance of the Building and common areas and facilities, as abovementioned are executed) all the facilities that may be finally provided by the Promoter including common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and tanks, common lighting, lifts, Lift Machine Rooms and all such facilities that may be finally provided by the Promoters (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as “the said infrastructure/common facilities”). The Purchaser/s have also taken note of and have agreed to exclusive user right of Voltas Ltd. and its successors over the Well situated over the said Project Land, Well water, Voltas Ltd., its successor and Simtools Ltd.’s right of way and Voltas Ltd.’s right to lay and operate underground pipeline as more particularly mentioned in the said Indenture of Conveyance dated 12th January, 2015 and Indenture of Conveyance dated 26th March, 2015.

U. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Property and the building along with all other documents as specified in the said Act, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the building, is/are desirous of purchasing from the Promoter the Apartment/Flat bearing No. admeasuring about square meters of carpet area equivalent to _square feet of carpet area or thereabouts and Exclusive Area admeasuring about square meters equivalent to square feet (which includes projected balcony, enclosed balcony, Elevation Projection (EP), low or part height ledge wall along members walls, door jambs, exclusive terraces, internal staircase area at each level and service slab area, if any and as applicable) aggregating to square meters equivalent to

_____square feet (“Total Area”) on the _____th floor of **Wing** of the said Building together with facility of _____ (**covered**) number of Car Parking Space for the consideration and on the terms and conditions hereinafter appearing.

- V. The Purchaser/s understand and acknowledge that the Promoter has availed a loan facility from banks/financial institutions and has created a mortgage on the said Project Land/ Building including the said Apartment/Flat, in favour of IDBI Trusteeship Services Limited in their capacity as security trustee on behalf of the banks/financial institutions. The Purchaser/s takes notice that he/she/they is/are required to obtain a No Objection Certificate from bank/financial institutions /security trustee for creation of any encumbrances on the said Apartment/Flat. Accordingly, prior to execution of this Agreement, the Promoter has obtained an NOC dated _____ issued by “IDBI Trusteeship Services Limited” permitting the Promoter to enter into this Agreement in respect of the said Apartment/Flat in favour of the Purchaser, releasing the said Apartment/Flat from the purview of the charge of the mortgage on the terms and conditions therein contained. A copy of the aforesaid NOC dated _____ issued by the “IDBI Trusteeship Services Limited” is annexed hereto as **Annexure “E”**
- W. The Promoter is required to deposit the consideration of the said Apartment/Flat into the designated account opened by the Promoter with the bank/financial institutions and the Promoter confirms that he will adhere to the terms, rules and regulations and will deposit the collection of the consideration amount into the designated account.
- X. Prior to the execution of these presents the Purchaser(s) has paid to the Promoter a sum of **Rs. _____/- (Rupees _____)** towards advance of the Apartment/Flat agreed to be sold by the Promoter to the Purchaser as advance/part consideration payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- Y. The Promoter has registered the phase under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents,

Rates of Interest and Disclosure on Website) Rules, 2017 with the Real Estate Regulatory Authority at Mumbai under no. _____ hereto and marked as **Annexure "F"**.

- Z. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment/Flat with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment/Flat with _____ (covered) no. of parking space.

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

1. PROMOTER TO CONSTRUCT THE BUILDING

- (a) The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- (b) Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. AGREEMENT TO PURCHASE

- (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee subject to the terms and conditions herein Flat No _____ of the type of carpet area admeasuring _____ sq. meters on _____ floor in the building / wing (hereinafter referred to as "**the /Flat**") which are more particularly described in the **Eighth Schedule** as shown in the Floor plan thereof hereto annexed and marked Annexure Gand thereon shown surrounded by Coloured boundary lines together the consideration of Rs. _____ including

Rs _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Eighth Schedule** annexed herewith. (the price of the Apartment/Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage/covered parking spaces at level Basement and/or stilt and /or_podium/ mechanical car parking bearing Nos _____ admeasuring _____sq. ft. having _____ ft. length _____ ft. breath _____ ft. vertical clearance.

OR

- (c) The Allottee has requested the Promoter for an allotment of an open car parking space and the Promoter agrees to allot to the allottee an open car parking space without consideration bearing no. _____ bearing Nos _____ admeasuring _____sq. ft. having _____ ft. length _____ ft. breath _____ ft.
- (d) The total aggregate consideration amount for the Flat including garages/covered parking spaces is thus Rs. _____/-

3. PAYEMENT OF CONSIDERATION

- (a) The Purchaser/s agree to pay to the Promoter a sum of Rs. _____/- (Rupees _____) for purchase of the said Flat (hereinafter referred to as the 'Purchase Price') which is inclusive of the proportionate price of the common area and facilities appurtenant to the Flat, the nature, extent and description of the common areas and facilities in the Building are more particularly described in the **Ninth Schedule** hereunder written ("**Payment Plan**").
- (b) T h e Allottee has paid on or before execution of this agreement a sum of INR _____ (Indian Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and

hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

- (c) The Allottee agree and confirm to pay the instalments of Purchase Price as set out in **Ninth Schedule** and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement, by way of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of “Tapir Constructions Limited”, the Promoter herein, or such other name as may be intimated in writing by the Promoter to the Purchaser/s. The Purchaser(s) undertake that all cheques given by the Purchaser(s) representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation. As per the terms of loan availed from Banks/Financial Institutions and Rules and Regulations, the Promoter hereby confirms that all the future Purchase Price to be received for the said Apartment/Flat will be deposited into the designated account opened by the Promoter.
- (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Flat.
- (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with

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

- (f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.
- (g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (h) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat.

4. TIME THE ESSENCE OF CONTRACT

- (a) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly,

the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause herein above.

- (b) The Purchaser/s undertake to pay all of the corresponding instalments of the Purchase Price as set out above and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement, within a period of 15 (fifteen) days of a demand letter for such payments being sent to the Purchaser/s at the address set out in this Agreement. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Apartment/ Flat agreed to be sold until and unless the entire consideration/purchase price and all other amounts specified in this Agreement is paid by the Purchaser/s to the Promoter herein.

5. Project related specific disclosures including FSI:

- (a) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6. CLUB HOUSE PROVISION:

- (a) Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the Promoter in any provided elsewhere

herein, the Promoter state that they intend to reserve a Club House as well as Sporting and other recreational facilities that may be developed on the Project Land (“Promoter’s retained area”) which area may be developed with separate timeline and the same The Club House as well as sporting and other recreational facilities is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments/flats in the Project and the Promoter shall always remain the owners of such areas facilities, equipment and shall have full right to use, deal, transfer, and assume the complete management of such areas and the Purchaser(s) shall be eligible for membership into the Club Facilities subject to payment of charges and deposits as may be provided by the Promoter for maintenance, upkeep and usage in respect of availing of facilities as may be provided by the Promoter.

- (b) The said Club Facilities, either Promoter themselves may conduct and manage the same or give them away to their nominees or assignees by way of assigning, leasing or conducting it on in any other manner to parties of their choice at their discretion to manage and conduct the same with such title in their favour which the Promoter may decide on such terms and conditions as the Promoter may deem fit. The said Promoter Retained Areas will be excluded from any transfer thereof to any proposed co-operative society or any other Organisation that may be formed of the buyers of Apartments/Flats to the intent and purpose that the said Promoter Retained Areas will work as an independent Units.
- (c) The rules and regulations for membership, operations and ongoing upkeep and maintenance shall be prepared by Promoter and binding on the Purchaser.

7. HOARDINGS/NEON SIGNS

- (a) The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or its affiliates (hereinafter referred as “the displays”) with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own costs and expenses. The Promoter and/or their Group Companies will not be liable to make any payment of any nature to Purchaser and/or the occupant/s of the other

apartments/flats in the Building and/or the Organisation in respect of the displays.

- (b) The Purchaser(s) and the occupant/s of the other apartments/flats in the Building and the Organisation, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser(s) expressly consent/s to the same.
- (c) The Promoter has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the Project Land or the Building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof. The Purchaser(s) shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.
- (d) The aforesaid right shall continue to subsist even after the Project Land and Building are transferred to Organisation and to Apex Body that may be formed by the Promoters and the same shall be incorporated in the respective Conveyance. The Promoter or their nominees and/or assignees shall pay a sum of Rs. 11/-per year to the said Organisation after the Project Land and the said building is conveyed to the Apex Body and the Organisation and also separately pay municipal rates taxes cesses assessments if any imposed on the Organisation in respect of any advertisement/hoarding/antenna put up on the open space or terrace or any other portion of the Project Land. The Promoter or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Purchaser(s) herein shall not be entitled to nay abatement in price of the said premises or object to the same

for any reason whatsoever and shall allow the Promoter, their agents servants etc. to enter into the Project Land and the said Building including the terrace and other open spaces in the said building for the purpose of putting and or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings and/or Cell Phone antenna.

8. SUB-STATION / RECEIVING STATION FOR ELECTRICITY: The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the Project Land at such place as they may decide and take the benefit thereof for the other plots of land which they or persons claiming through them shall develop in the neighborhood and vicinity or give benefit thereof to other persons or occupants in the neighborhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoter may decide.

9. TRANSFER CHARGES :

- (a) Until the formation of the Organisation of the Flat Purchaser(s) in the Building, the Purchaser(s) shall not be entitled, to transfer, sell, assign, grant or convey his/her/their right, title and interest in the said Apartment/Flat. However, the Promoter may permit such sale, transfer, grant or assignment subject to the Purchaser:-signing applications, papers and documents and doing all such acts, deeds and things as may be required by the Promoter for effectively transferring such rights in respect of the said Apartment/Flat;
- (b) signing all applications, papers and documents safeguarding / confirming the rights and interests of the Promoter in the Project, including the rights granted or to be granted to other purchasers/ holders of other units / flats in the Project; and
- (c) making payment of such amounts and charges, including processing fees, contributions and transfer fees as the Promoter may require;
 - i) Payment of transfer charges of 4 % of the Total Price at which the Apartment/Flat is being sold to the prospective purchaser or the proposed sale price communicated by the Purchaser herein under ROFR, whichever is higher, till the time actual possession of the said Apartment/Flat is handed over; and

- ii) Payment of transfer charges of 4 % of the Total Price at which the Apartment/Flat is being sold to the prospective purchaser or the proposed sale price communicated by the Purchaser herein under ROFR, whichever is higher, from the date of possession till the formation and registration of such Organisation.
- iii) Provided that the incoming purchaser shall agree and undertake to the Promoter in writing that, such purchaser shall, from and after the date of transfer of the said Apartment/Flat to his/her name, observe, perform and comply with all rules and conditions regarding use, occupation and ownership of the said Apartment/Flat as applicable from time, including making regular payment of taxes, expenses and other outgoings.

10. COMMON FACILITIES /AMENITES:

- (a) The facility to use and enjoy the common service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges), as shall be framed by the Promoter, and the Purchaser shall abide by the same. The Promoter has reserved unto itself and its successors-in-title, the right to the use and enjoyment of the common recreational amenities and/or recreational areas at all times hereafter.
- (b) FACILITY MANAGEMENT: The Purchaser(s) acknowledge that on account of the brand of “ ” being associated with the Project/Property, even after the transfer of the Building to a Organisation and conveyance of the Project Land to Apex Body, the Promoter reserves its right for the provision of maintenance of the Project and facilities to be provided to the purchasers of the apartments in the Building and/or the Project by having such arrangements/agreements with the Organisation as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.
- (c) The Purchaser(s) expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing in favour of the Promoter or any of its nominees for providing such services. It is expressly clarified to the Purchaser(s) that the Promoter shall have absolute right to receive all the cost, charges and expenses as may be quantified by the Promoter from time to time in respect of such Management

from the Organisation or the Purchaser(s).

11. FIXTURES

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment/Flat as are set out in **Tenth Schedule**, annexed hereto.

12. ADDITIONAL PAYMENTS:

(I) The Purchaser(s) shall on demand made by the Promoter and on or before the handing over of the possession of the said Apartment/Flat, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser in terms of clause 2 above :-

- a. Rs. /- () towards legal charges and towards cost of preparing & engrossing this Agreement. (Non-refundable)
- b. Rs. /- () towards installation or connection of water, electric and sewer services and MSEDCL Expenses.
- c. Rs. /- () towards Infrastructure Charges of the said Apartment/Flat. (non-refundable)
- d. Rs. /- () for formation and registration of the Organisation
- e. Rs. /- () for share money, application and entrance fee of the said Organisation/Organisations as defined hereinafter or such other large sum as may be required at the time
- f. Rs. /- () towards 18 months advance monthly maintenance
- g. Rs. /- () towards facility development (non-refundable)
- h. Rs. /- () towards Club House Membership Fees (non-refundable and non-transferable);

(II) The Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 18 (eighteen) months from the date of offering possession of the Apartment/Flat i.e. at the end of 18 (eighteen) months of advance monthly maintenance. The Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.

(III) The Purchaser(s) is aware that the Maintenance Charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to revision every 12 (twelve) months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the Promoter.

13. OUTGOINGS PAYABLE BY THE PURCHASER(S) :

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction

provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be

14. DEFAULT

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

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

- (c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment/Flat which may till then have been paid by the Allottee to the Promoter

For the purpose of this clause the term “liquidated damages” shall mean 15% of the Consideration as set out in clause 2

In addition to the liquidated damages, the Promoter shall be permitted to adjust from the Consideration the following amounts

- i) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Apartment/Flat upto the date of termination of this Agreement;

- ii) processing fee and brokerage paid, if any etc. in respect of the said Apartment/Flat;
 - iii) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid; and
 - iv) Pre-EMI interest, if any, paid by the Promoter on behalf of the Purchaser(s) under particular scheme;
- (d) The Promoter shall upon deduction of liquidated damages be liable only to refund the balance amount to the Allottee and no other payments.

15. POSSESSION

The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause

4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i.** war, civil commotion or act of God ;
 - ii.** any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (b)** If the Promoter fails or neglects to offer possession of the said Apartment/Flat to the Purchaser, on account of reasons beyond their control and/or their agents by the aforesaid date or dates, the Promoter shall, be liable, on demand, refund to the Purchaser(s) the amounts already received by it in respect of the said Apartment/Flat

with simple interest at State Bank of India highest marginal cost of Lending Rate +2% per annum from the date on which the Promoter has received the aforesaid amounts till the date the amounts and interest thereon is repaid.

(c) POSSESSION AFTER FULL PAYMENT AND SIGNING OF DOCUMENTS:

Under no circumstances shall the Purchaser(s) be entitled to possession of the said Apartment/Flat unless and until all payments including interest if any required to be made under this Agreement by the Purchaser(s) have been made to the Promoter and other obligations, terms and conditions agreed by the Purchaser(s) and mentioned in this Agreement are carried out fully by the Purchaser(s). Subject to the conditions herein contained, sale and transfer of the said Apartment/Flat by the Promoter in favour of the Purchaser(s) shall be complete only after the Purchase Price and all other amounts payable by the Purchaser(s) in terms of this Agreement are paid in full by the Purchaser(s) to the Promoter and possession of the said Apartment/Flat is offered by the Promoter to the Purchaser on the Purchaser(s) delivering to the Promoter duly filled in, signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoters.

(d) In the event there is any delay completion of a milestone of said Apartment/Flat, the Allottee shall not be entitled to stop making payment as per the demand notice issued to the Allottee and the Promoter shall be entitled to charge interest in case of delayed payment.

16. PROCEDURE FOR TAKING POSSESSION –

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

writing within 7 days of receiving the occupancy certificate of the Project.

- (b) The Allottee shall take possession of the Apartment/Flat within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartment/Flat are ready for use and occupancy:
- (c) **Failure of Allottee to take Possession of [Apartment/Flat]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of five years from the date of handing over the Apartment/Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Flat or the building in which the Apartment/Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

17. PURCHASERS TO CHECK UP ALL FIXTURES AND FITTINGS BEFORE TAKING POSSESSION:

- (a) The Purchaser(s) shall check up all the fixtures and fittings in the said Apartment/Flat before taking possession of the same. The Purchaser (s) shall use the said Apartment/Flat or every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/ shop/ godown or for carrying on any industry or business. The Purchaser(s) shall use the car parking space only for purpose of keeping or parking the Purchaser's own vehicle. The allotment of such car parking spaces shall be incidental to the holding of the said Apartment/Flat and shall not be dealt with independently. The Purchaser(s) agree not to use the same for any purpose which is not permitted under law.

- (b) 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 Municipal Corporation and any other authority at the time of sanctioning the said sanctioned plans or thereafter and shall, before handing over possession of the said Apartment/Flat to the Purchaser(s) and obtain from the Municipal Corporation Occupation Certificate in respect of the Building.

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser(s) have to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment/Flat to the total carpet area of all the apartments in the Building.

17. Formation of Organisation

- (a) The Allottee along with other allottee(s) of Apartment/Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority. The Promoter shall form an Apex/Federal Society/Organisation/ Association of all such separate Organisation/societies (“**Apex Body**”) will be formed which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, , electric water pipe lines, cable and other service lines, common amenities, common garden in the said “**Embassy One Thane**” Project (except the Club and Recreational Facilities)

- (b) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment/Flat is situated.
- (c) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- (d) In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the Apartment/Flats and other premises in the building, the power and authority of the Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold Apartment/Flats and other premises in the Building and the disposal thereof.
- (e) All documents necessary for the formation and registration of the Organisation shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the purchasers of the building.
- (f) The Co-operative Society/ Limited Company/Organisation that may be formed of the Purchasers/holders of units and other premises in the said Building shall not issue Share Certificate to any Purchaser/ member without obtaining the No Objection Certificate from the Promoter certifying that the Promoter has no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Co-operative Society/Limited Company/Organisation issues Share Certificate to any purchaser/ member

without adhering to or abiding by the aforesaid condition, the said Co-operative Society / Limited Company / Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such purchaser/ member to the Promoter.

- (g) It is agreed that the Project has been named “**Embassy One Thane**” and that neither the acquirers of premises in the Building nor the Organisation, shall be entitled to change the said name in any manner whatsoever.

18. INDIVIDUAL ORGANISATION NOT ENTITLED TO TITLE DEEDS:

(a) The Purchaser(s) are aware that the land on which the said Building is being constructed forms a part of the said Project Land agreed to be developed by the Promoter and it will comprise of various buildings on the said entire Land and adjoining and surrounding the said Building. The Promoter shall be entitled to form and register the organisation separately for each individual building or some buildings together. The discretion shall solely be with the Promoter and the Purchaser(s) shall have no objection of whatsoever nature in respect of the same. In view of the said entire area being a large property the individual organisation of the Building/s shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoters and/or with such Organisation having property largest in value in the said Project Land or as the Promoters may decide at their sole discretion. The individual Body Corporate shall however be entitled to true copies of the title deeds that are in possession of the said Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.

(b) The Promoter has informed the Purchaser(s) and the Purchaser(s) are aware and hereby expressly agree that the Promoter will be developing the Project Land and the building/s as a layout area and will complete the said entire Project “Embassy One Thane” by constructing thereon buildings in phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser(s) shall not raise any objection or cause any hindrance in the said development/construction by the promoters whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Apartment/Flat or any part of the said Building is adversely affected

or likely to be affected by such construction.

- (c) The Promoter has brought to the notice of the Purchaser(s) and the Purchaser(s) are aware that the said entire Land as more particularly described in the First, Second and Third Schedule hereunder written may be notionally divided by the Promoter into various smaller plots for the effective development of the Project Land consisting of various buildings and different schemes of the layout. The Purchaser(s) are also aware that the Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the total area of the said entire Land on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Purchaser(s) that the FSI consumed in the said Building has no relation with the area of the plot on which the building is constructed.

19. PROMOTER'S RIGHT TO BECOME MEMBERS: The Promoter shall, if necessary, become member of the said Organisation in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfer, assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary, become the members of the said Organisation in respect of the said rights and benefits. The Purchaser(s) herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Purchaser(s) do hereby give their specific consent to them being admitted.

20. PROMOTER'S RIGHT TO DEAL WITH THE PROJECT LAND: The Promoter shall be at liberty to sell, transfer, assign, mortgage and/or raise money on security of the Project Land and/or deal with or dispose off, their right, title and interest in the Project Land, building and structures that may be constructed thereon without any reference to the Purchaser(s) provided however that the Promoter do not affect or prejudice the interest of the Purchaser(s) under these presents in respect of the said Apartment/Flat agreed to be purchased by them.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 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 said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- (h) The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment/Flat may come, hereby covenants with the Promoter as follows :-

Housiey.com

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

Housiey.com

- ii. Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment/Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or any

part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment/Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to

enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment/Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. Not to obstruct Voltas Limited, its representative and or assigns from accessing Well or Well water and/or laying underground pipeline as per their understanding and agreement with the Promoter

xiv. Any tax liability by whatever name called in respect of this transaction shall be borne and paid by the Purchaser.

xv. The Allottee shall use the Apartment/Flat or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

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

hereinbefore mentioned.

22. RIGHT OF WAY:

In view of project being constructed in multiple phases, which has resulted in certain internal roads being common, the purchaser acknowledges that the other purchasers of each phase shall be entitled to use the said internal roads.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Flat. However Promoter shall be entitled to create a charge on the project for raising finance as far as it does not affect the said Apartment/Flat subject to what is stated herein above.

24. CONVEYANCE OF THE BUILDING AND SAID PROJECT LAND:

Promoter shall (subject to his right to dispose of remaining apartment, if any) execute the registered conveyance deed as per mandate of Section 17 of the Act, within three months from the date of receipt of the occupancy certificate.

25. FIRST LIEN OF THE PROMOTER:

The Promoter shall, in respect of any amount liable to be paid by the Purchaser(s) under this agreement or otherwise at law, have first lien and charge on the said premises agreed to be acquired by the Purchaser(s).

26. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-

Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27. ENTIRE AGREEMENT

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

28. RIGHT TO AMEND

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

29. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

30. SEVERABILITY

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

case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

32. 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.

33. PLACE OF EXECUTION

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

34. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ Name of Allottee

_____ (Allottee's Address) Notified Email ID: _____

M/s _____ Promoter name

_____ (Promoter Address) Notified Email ID: _____

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

36. 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.

37. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

39. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule

Description of Freehold Property

Second Schedule

Here set out the nature, extent and description of common areas and facilities.

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Internal Road & Footpath	31.12.2030	31.12.2030	-
ii.	Water supply	31.12.2030	31.12.2030	-
iii.	Storm water drains	31.12.2030	31.12.2030	-

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI

i.	Entrance Lobby	3A and 3B	31.12.2030	31.12.2030.	-	-
----	----------------	-----------	------------	-------------	---	---

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Club House	-	31.12.2030	31.12.2030	890 sq mtr.	
ii.	Convenience store	-	31.12.2030	31.12.2030	71.96 sq mtr	-
iii.	Mini theater	-	31.12.2030	31.12.2030	37.20 sq mtr	-
iv.	Party hall 1 and kitchen	-	31.12.2030	31.12.2030	54.30 sq mtr	-

D.) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Ground RG		6202.94 sq mtr	31.12.2030	31.12.2030

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	6 (2 no each for 3A, 3B and Mhada Bldg)	-	-
ii.	Fire Lift	5 (2 no for 3A, 3B and 1 No for Mhada Bldg.	-	-

Note:

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

At 'E': to provide the details and specifications of the lifts.

Third Schedule

Description of Sanad Property

Fourth Schedule

Description of Freehold Exempted Property

Fifth Schedule

Land which constitute Amenity Spaces

Sixth Schedule

Land which constitute Setback Area

Seventh Schedule

Description of said Building

Eighth Schedule

Description of said Apartment/Flat

Ninth Schedule

Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment/Flat is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment/Flat is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment/Flat.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment/Flat.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment/Flat is located..
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment/Flat is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment/Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

TENTH SCHEDULE

(Description of Fixtures)

Housiey.com

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES:

Housiey.com

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

Please affix
photograph
and sign
across the
photograph

(Authorized Signatory) WITNESSES:

At _____ on _____

in the presence of WITNESSES:

ANNEXURE A

PLAN

ANNEXURE –B

Certificate of title issued by _____.

ANNEXURE –C

Intimation of Disapproval (“IOD”) bearing no. _____

ANNEXURE -D

Commencement Certificate (“CC”) bearing no. _____, _____
(which was amended from time to time)

ANNEXURE – E

NOC dated _____ issued by the “_____”.

ANNEXURE –F

RERA Registration Certificate

Annexure -G

Floor Plan of said Apartment/Flat

Annexure H

Furniture and Fixtures