

AGREEMENT FOR SALE

This Agreement is made and entered into at Thane on _____ day of _____ 20____

Between

M/s. Velocity, a Partnership firm duly registered under the Indian Partnership Act having its registered office at 606, 6th Floor, Dev Milan, L.B.S. Marg, Near Teen Hath Naka, Thane (West), Pin code 400 604 Taluka and District Thane hereinafter referred to as the **“DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their partners for the time being constituted of the said firm and the partners hereinafter may be admitted their heirs, successors, administrators, survivors, executors, assigns, etc.) of the **ONE PART**.

And

Mr _____ **/Mrs.** _____

 _____, _____ residing
 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 his /her / their heirs, executors, administrators, successors, assigns, etc.) of the **OTHER PART**.

WHEREAS:-

- a) **MR. JAGDISH HARIDAS MAVANI and 2) MR. DUSHYANT HARIDAS MAVANI** (hereinafter referred to as the “**Said Owners**”) are owners and absolutely seized and possessed of or otherwise sufficiently entitled to the land bearing Survey No. 185, Hissa No. 2, 3, and 4 and Survey No. 186 and Survey No. 187 admeasuring 26,858.87 sq. meters or thereabout lying, being and situated at Village Kavesar, Taluka and District Thane within the limits of Thane Municipal Corporation and Registration District and Sub-District of Thane (hereinafter referred to as “ **THE SAID LARGER PROPERTY** ”).
- b) The owners acquired their right, title and interest upon the said larger property under a deed of conveyance dated 6th March, 1967 which is registered with the Sub-Registrar of Assurances at Bombay at Serial No. 1154/67 executed by and between M/s. Famous Life Insurance Company Ltd. through the official liquidator appointed by the Honourable High of Judicature of Bombay in Company Petition I.C. No. 71 of 1953 as Vendors therein and 1) Late Shri Haridas Jethalal Mavani, 2) Shri Jagdish Haridas Mavani and 3) Shri Dushyant Haridas Mavani as Allottees on the terms and conditions mentioned therein.
- c) On the demise of Late Shri Haridas Jethalal Mavani, the said larger property has been devolved upon the surviving Allottees as the Allottees under the said deed of conveyance dated 6th March, 1967 , purchased the said larger property as joint tenants and not tenants in common and it is specifically and expressly mentioned in the deed of conveyance that the Allottees namely Shri Haridas Jethalal Mavani, Shri Jagdish Haridas Mavani and Shri Dushyant Haridas Mavani purchased the said larger property as joint tenants for their use and benefit and not as tenants in common so that on the death of any one of them the survivors or survivor shall be entitled to the same absolutely forever.
- d) Copies of 7/12 Extracts in respect of the said larger property is annexed hereto and marked as Annexure “A”.
- e) By Development Agreement dated 15th April, 2007 registered with the Sub-Registrar of Assurances at Thane at Sr. No. TNN5 - 02917 – 2007 dated 16th April, 2007 read with Deed of Rectification dated 23rd September, 2009 registered with the Sub-Registrar of Assurances at Thane at Sr. No. TNN1-5433-2009 made between the said Owners of the One Part and the Developers on the other part, the Owners granted the development rights in respect of the said larger Property to the Developers for the consideration and on the terms and conditions mentioned therein.

- f) Under the exiting/proposed revised Development Plan for Thane (D.P.) the said larger Property is affected by a D.P. Road and also Road Widening and under a reservation for garden and amenities.
- g) The area out of the said larger property which fell within Road widening is to be hand over by the said Owners to the Thane Municipal Corporation (TMC). Similarly the area falling within then proposed D. P. Road is handed over to T.M.C. and compensatory F.S.I. in respect of the area of such D.P. Road and Road widening has been/ is to be received by the said Owners for putting up additional construction on the rest of the said larger land.
- h) The net area out of the said larger property, belonging to the said Owners (after deducting the area to be handed over to the TMC for road widening and then proposed D.P. Road and area falling within the reservation for garden and amenities plot is approximately 19980.87 sq. meters.
- i) The said net area viz. About 19980.87 sq. meters is more particularly described in the Second Schedule hereunder written and as is shown bounded red on the plan hereto annexed and marked as annexure **“B”**. (hereinafter referred to as the **“SAID NET AREA PLOT”**).
- j) The Location of the garden and amenities is shown shaded yellow on the said plan hereto annexed and marked as annexure **“B”** and it is possible that the same may be modified or deleted.
- k) The owners for better utilization of the said plot and convenience the said property is marked as Plot ‘A’ admeasuring 14905.66 sq. Meters & Plot ‘B’ admeasuring 5075.21 sq. Meters and the Developers desirous of constructing buildings on the part marked by letter “A ” in the copy of the plan annexed hereto annexed and marked as Annexure **“B”**. The Developer shall also develop Plot B by constructing building thereon as they may deem fit. The Developer shall undertake the work of construction phase wise.
- l) Five residential and Two commercial Building viz. A, B, C, D, E, Commercial 1 and Commercial 2 (consisting of residential premises, shops, office premises, commercial units, club house and parking) location whereof is shown on the said plan hereto annexed and marked as **“B”** are planned to be constructed on the Plot A and B of the said net area plot and more particularly described in the Third schedule written hereunder (herein after the said Plot A and B is referred to as the **“SAID PROPERTY”**).

- m) The development of the said Property described in the Third Schedule written hereunder, by the construction of the aforesaid five residential buildings and two commercial buildings is designated and named by the Developers as **“HILL SPRING”** and it is intended and it is a condition of this Agreement that the said estate shall at all times be named as **“HILL SPRING”** and such name shall not be altered or changed by the Flat Allottee/s or the Society hereafter, it being the express condition and covenant of this Agreement that the said name **“HILL SPRING”** shall be maintained at all times.
- n) The aforesaid building is at presently planned to be of stilt and 25/32 or more upper floors and two or more levels of basement parking, podium parking, Mechanized parking, stack parking and tower parking with shops, commercial unit and offices upon the said property.
- o) The Developers shall be entitled to take benefit of premium FSI and TDR and put up additional floors as may be permitted by the Town Planning Authority/T.M.C. The said project will be known as **“ HILL SPRING ”**.
- p) The Developers shall provide parking as required and permitted by the Municipal Corporation either by means of podium parking, basement parking, mechanized parking, stack parking and /or tower parking.
- q) By an Order bearing No. Revenue/C-1/NAP-1/SR83/2010 dated 4th March, 2011 the Collector, Thane has granted the permission for Non-Agricultural use of the said Property on the terms and conditions mentioned therein.
- r) That the Developers have appointed M/s. Sakaar, Architects having its Office at 501,Ishkripa,Opp New English School, Ram Maruti Road, Thane (W) 400 602 registered with the Council of Architects as prescribed by Architects Act as their architects.
- s) The Owners/ Developers herein have obtained Commencement Certificate/Permission from the Thane Municipal Corporation vide V.P.No.2007/127 Dated 24th May 2012 ,Amended V.P. No.2007/127 TMC TDD/236 Dated 20th December 2013 and Amended V.P. No.SO6/0220/15 TMC/ TDD/1754/16 Dated 06th April 2016 for the construction of Shops, Offices, Commercial unit & Flats as Building A, B, C, D, E ,Club House, Commercial 1 and Commercial 2.The Municipal Corporation by its Certificate No.000987,Amended Certificate No.001746 and Amended Certificate No.2554 has granted sanction for the construction of the building. The Municipal Corporation for the City of Thane has

issued commencement certificate on the terms and conditions stipulated in the permission certificate annexed as Annexure “C”.

- t) For the purpose of development of the said land and construction of buildings thereon, the Developers have appointed M/s. R.C.Tipnis as RCC Consultants.
- u) In the circumstances, the Developers have undertaken the work of developing the said property and constructing Building known as “Hill Spring” thereon in accordance with the plan sanctioned by Thane Municipal Corporation and selling on ownership basis flats, shops, offices, commercial unit and premises.
- v) The Developers have secured title certificate dated 03rd October 2012 of Mr. Balan. S, Advocate showing the nature of title of the said property. A copy of the Title Certificate is annexed hereto and marked as Annexure “D”.
- w) The development of the said property and/or of Building known as Hill Spring as mentioned herein or otherwise as may be required by the Developers will take substantial time and the present layout, design, elevation, plans etc. may be required to be amended from time to time as may be required by the Government, TMC or any other local authority or as may be required by the Developer in respect of the said property and/or Said Building and/or the other adjoining properties to enable effective utilization of the FSI and/or TDR and/or any other rights, benefits including floating rights which may be available now or available in future in respect of the said property and/or adjoining property, as the case may be, in the manner as the Developers may deem fit.
- x) The Developers has applied for the occupation certificate for building constructed by the Developers vide its application dated 29th April 2017 but Corporation has withheld the issue of Occupation Certificate.
- y) In the meanwhile in view of the enactment of The Real Estate (Regulation and Development) at 2016 herein after referred as ‘RERA’ and the rules framed there under. The Developers is herein after described as “Developers/Promoters” and required to be registered with authority.

z) Accordingly the Developers/Promoters have without prejudice to his contention that RERA is not application to the project herein, has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____ authenticated copy is attached in Annexure “E”.

aa) AND WHEREAS by virtue of the Development Agreement / Power of Attorney the Developers/Promoters have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developers/Promoters on the project land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof;

bb) AND WHEREAS on demand from the Allottee/s, the Developers/Promoters have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developers/Promoters Architects M/s.SAKAAR ARCHITECTS and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**THE SAID ACT**") and the Rules and Regulations made there under;

cc) AND WHEREAS the Allottee/s has applied to the Developers/Promoters for allotment of an **Flat/Shop/Office/Commercial Unit No.** _____ on _____ floor in building _____ being constructed in the 1st phase (first Phase) of the said Project,

dd) AND WHEREAS the carpet area of the said **Flat/Shop/Office/Commercial Unit No.** _____ **square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop/Office/Commercial Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

ee) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

ff) Having satisfied of the right, claim and interest of the Developers/Promoters, the Flat/Shop/Office/Commercial Unit Allottee/s has/have expressed his/her/their agreed to purchase

Flat/Shop/Office/Commercial Unit in the building, now proposed to be constructed / being constructed by the Developers/Promoters on the said property and the Developers/Promoters agreed to sell **Flat /Shop /Office/Commercial Unit No. _____** in Building _____ in 1st Phase (First Phase) of **“HILL SPRING”** (hereinafter referred to as **“THE SAID APARTMENT”**) to the Allottee/s on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND ITIS HEREBY AGREED MUTUALLY BY AND BETWEEN THEPARTIES HERETO AS FOLLOWS:-

It is agreed between the parties hereto that the aforesaid recitals shall be treated as forming operative part of this Agreement for Sale for transfer of the said premises and the same shall be read understood and construed accordingly. The Developers/Promoters shall under normal conditions construct Five residential buildings, Two Commercial named **“HILL SPRING”** (hereinafter referred to as the **“SAID BUILDING”**) comprised of stilt and 25/32 or more upper floors each and two or more levels of basement parking, podium parking, Mechanized parking, stack parking and tower parking with shops, commercial unit and offices upon the said property more particularly described in the Third Schedule herein below appearing in accordance with the plans, designs and specifications approved by Town Planning Authority and Thane Municipal Corporation with such modification variations and or additions as may be deem necessary by the Developers/Promoters or as may be required, suggested and approved by the Local authorities or the Government Provided however such modifications and or variation would not adversely affect the flat hereby sold to the Allottee/s. If any additional F.S.I. for the plot under reference is permissible or in the locality is increased (before the said development project is completed and the completion Certificate is issued by the T.M.C. and the property is conveyed to the Co-operative Housing Society/ Limited Company whichever is later) and/or if the Developers/Promoters decided to vary/amend the said sanctioned building plans and if the TMC permits construction of additional floor/s and/or an additional building and/or amendments to the said sanctioned building plans, then and in such event the Developers/Promoters and/or owners shall be entitled to, and shall construct, such building/s as per such revised building plans. The Allottee/s hereby expressly consents to the same, so long as the total area of the said premises and the specifications, fixtures and fittings are not reduced. The consent shall be considered to be the Flat Allottee/s consent contemplated by Section 14 of RERA.

1. The Allottee/s do hereby admit, acknowledge and confirm that the Developers/Promoters for their convenience and better utilization of the land marked A and B. The said net area plot into two parts more particularly shown by letters “A” and “B” in the plan. The Developer/Promoter shall be entitled

to develop the said property phase wise without any obstruction, hindrance and objection from the Allottee/s in any means whatsoever.

1(a) The Allottee/s hereby agrees to purchase from the Developers/Promoters and the Developers/Promoters hereby agrees to sell to the Allottee/s Flat / Shop / Office / Commercial Unit No. _____ of the carpet area admeasuring _____ sq.mts. _____ sq.ft on _____ floor in the building _____ in 1st Phase (First Phase) as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “**Said Act**”) along with deck and enclosed balcony (if any) (hereinafter referred to as “**THE SAID APARTMENT**”) as shown in the Floor plan thereof hereto annexed and marked Annexure “**F**” for the consideration of Rs. _____/- (Rupees _____) including Rs. NIL 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 **Fourth Schedule annexed** herewith written.

The Allottee/s hereby agrees to purchase from the Developers/Promoters and the Developers/Promoters hereby agrees to sell to the Allottee/s _____ parking bearing Nos _____ situated at _____ level being constructed in the layout for the consideration of Rs. _____/- (Rupees _____)

1(b) The total aggregate consideration amount for the said apartment including parking spaces is thus Rs. _____/- (Rupees _____ Only).

1(c) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Developers/Promoters the balance amount of Rs. _____/- (Rupees _____) in the following manner:-

(i) Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

(ii) Amount of Rs.____/-(Rupees _____) (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 is located.

(iii) Amount of Rs.____/- (Rupees _____) (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 is located.

(iv) Amount of Rs.____/-(Rupees _____) (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

(v) Amount of Rs.____/- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

(vi) Amount of Rs.____/-(Rupees _____) (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 is located.

(vii) Amount of Rs.____/-(Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, Mechanized and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers/Promoters by way of GST ,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 Developers/Promoters) up to the date of handing over the possession of the said Apartment.

1(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 Developers/Promoters 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 Developers/Promoters 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/s, which shall only be applicable on subsequent payments.

1(f) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Developers/Promoters will forward to the Allottee/s intimation of the Developers/Promoters having carried out the aforesaid work to the E-mail ID/Courier/Register AD and at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoters monthly compounded interest on amount due at ____ p.a. till the amount is paid to the Promoters. The Developers/Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Developers/Promoters.

1(g) The Developers/Promoters shall confirm the final carpet area that has been allotted to the Allottee/s 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 Developers/Promoters. If there is any reduction in the carpet area within the defined limit then Developers/Promoters shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Developers/Promoters shall demand additional amount from the Allottee/s 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 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Developers/Promoters 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 to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Developers/Promoters as well as the Allottee/s. The Developers/Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s 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 Developers/Promoters as provided in clause 1(c) herein above.

(“ Payment Plan ”).

3. The Developers/Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Developers/Promoters has/have 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 Developers/Promoters has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developers/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers/Promoters only.

4. It is agreed that the information, specifications, amenities, layout, pictures etc. Shown or contained in brochure taken out by the Developers/Promoters for the promotion the sale are only indicative and the Developers/Promoters shall not be liable responsible obligated and or required to provide any and or all such amenities specifications etc. Contained in the brochure.

4.1 If the Developers/Promoters fails to abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee/s, the Developers/Promoters agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Developers/Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Developers/Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Developers/Promoters.

4.2 Without prejudice to the right of Developers/Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developers/Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Developers/Promoters shall at his own option, may terminate this Agreement:

Provided that, Developers/Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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/s fails to rectify the breach or breaches mentioned by the Developers/Promoters within the period of

notice then at the end of such notice period, Developers/Promoters shall be entitled to terminate this Agreement.

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

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

6. The Developers/Promoters shall give possession of the Apartment to the Allottee/s on or before 30th day of June, 2018 (for Phase I which consist of Building A , B and Commercial 1). If the Developers/Promoters fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Developers/Promoters shall be liable on demand to refund to the Allottee/s 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 Developers/Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developers/Promoters 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.

7.1 Procedure for taking possession- The Developers/Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Said Apartment, to the Allottee/s in terms of this Agreement to be taken within 3(three months from the date of issue of such notice and the Developers/Promoters shall give possession of the Said Apartment to the Allottee/s. The Developers/Promoters agrees and

undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers/Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Developers/Promoters or association of Allottee/s, as the case may be. The Developers/Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Developers/Promoters to the Allottee/s intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee/s to take Possession of Said Apartment: Upon receiving a written intimation from the Developers/Promoters as per clause 8.1, the Allottee/s shall take possession of the Said Apartment from the Developers/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers/Promoters shall give possession of the Said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Developers/Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers/Promoters 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 Developers/Promoters, compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Apartment 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 (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s along with other Allottee/s of Apartments in all the building constructed upon the said property shall join in forming and registering the Society or Association or a Limited Company or apex society to be known by such name as the Developers/Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or

membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developers/Promoters within seven days of the same being forwarded by the Developers/Promoters to the Allottee/s, so as to enable the Developers/Promoters to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Developers/Promoters 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 / Developers / Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Developers/Promoters 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/Developers/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Developers/Promoters to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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/s shall pay to the Developers/Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Developers/Promoters provisional monthly contribution of Rs. _____ per month (Rupees _____ Only) towards the outgoings. The amounts so paid by the Allottee/s to the Developers/Promoters shall not carry any interest and remain with the Developers/Promoters 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 Developers/Promoters to the Society or the Limited Company, as the case may be.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Developers/Promoters, the following amounts:-

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

(ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

(iv) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee/s shall pay to the Developers/Promoters a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers/Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Developers/Promoters, the Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee

shall pay to the Developers/Promoters, the Allottee/ss' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS/PROMOTERS

The Developers/Promoters hereby represents and warrants to the Allottee/s as follows:

- i. The Developers/Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has there 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 Developers/Promoters 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 Developers/Promoters 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 Developers/Promoters 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 Developers/Promoters 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 Said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Developers/Promoters confirms that the Developers/Promoters is not restricted in any manner whatsoever from selling the said Said Apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Developers/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

x. The Developers/Promoters 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 Developers/Promoters in respect of the project land and/or the Project except those disclosed in the title report.

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

(i) To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment

is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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 Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developers/Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s 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.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 without the prior written permission of the Developers/Promoters 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (vii) Pay to the Developers/Promoters within fifteen days of demand by the Developers/Promoters, 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 by the Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) The Allottee/s 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 until all the dues payable by the Allottee/s to the Developers/Promoters under this Agreement are fully paid up.
- (x) The Allottee/s 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s 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 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 is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Developers/Promoters and their

surveyors and agents, with or without work men 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 is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Developers/Promoters 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.

15. The residual F.A.R (F.S.I) in the plot or the layout not consumed will be available to the Developers till the same are full consumed.

16. The Developer/Promoters shall have a right to make additions and alternations to the said Building or any part or parts thereof or to any other buildings of the said project and also to raise or put additional stories or structures on the open land or open part or parts of the said Buildings including terrace at any time before transfer of the property and such right shall include the right to use the Floor Space Index or the additional Floor Space Index which may be available in respect of the said plot or other land at any time in future or by use of TDR brought from outside and as may be permitted by the Thane Municipal Corporation and such additional Floor Space Index, additions and additional Structures or Stories shall always be and shall always be deemed to be the sole property of the Developers/Promoters who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Allottee/s and the Allottee/s hereby consent to the same. The Allottee/s hereby agrees that he/she/they will agree to the Allottee/s of such additional story or structure being made members of the Co-Operative Society.

17. The Allottee/s hereby agrees and covenants with the Developers/Promoters that in the event of all Floors of the said proposed buildings on the said property being not ready for occupation simultaneously and in the event of the Developers/Promoters granting licence to the Allottee/s to enter upon the said premises for interior work, the Allottee/s shall not raise any objection to the Developers/Promoters carry out and completing the work of construction in terms of plan attached sanctioned by municipal corporation from time to time on the ground of nuisance, annoyance or any other ground or reason whatsoever. The Developers/Promoters shall be entitled to carry out and complete the remaining work either by themselves or by assigning the same to any third party at their sole discretion.

18. The Developer shall be entitled to grant any right of way or licence of any right through, over or under the said property or any part thereof to any person.
19. The Developer shall be entitled to revise the boundary or area or the layout of the said property or any part thereof and to submit any revised layout or amended plans as the Developer may desire or deem fit from time to time.
20. The common areas are described in the FIFTH Schedule hereunder written. It is agreed that :
(a) the Developer shall always be the owner and will have all the rights, title, interests in respect of the said common areas and facilities, and will be entitled to deal with and dispose off the same in such manner as the Developer may deem fit; (b) the Allottee/s will not have any right, title, interest etc. in respect of the said common areas; (c) the Allottee/s shall only be permitted to use the said common areas on such terms and conditions as may be deemed fit by the Developer.
21. The Allottee/s hereby agrees, declares and confirms that save and except the fittings and/or amenities as set out in the Fifth Schedule hereunder written, the Developers/Promoters shall not be liable to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said Building known as Hill Spring.
22. The Developers/Promoters, at their sole discretion, shall be at liberty to sell, assign, sub-divide, transfer or otherwise deal with their right, title and interest in the said land or any part thereof more particularly described in the First Schedule written hereunder. PROVIDED however it shall not in any way affect or prejudice the rights of the Allottee/s in respect of the said premises.
23. The Developers/Promoters shall maintain a separate account in respect of sums received by the Developers/Promoters from the Allottee/s 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.
24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developers/Promoters 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 herein before mentioned.

25. DEVELOPERS/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developers/Promoters executes this Agreement he shall not mortgage or create a charge on the *[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Said Apartment.

26. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Developers/Promoters does not create a binding obligation on the part of the Developers/Promoters or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers/Promoters. If the Allottee/s fails to execute and deliver to the Developers/Promoters 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 Developers/Promoters, then the Developers/Promoters 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.

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/S /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 Allottee/s of the Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment 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 there under 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 there under 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/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Said Apartment to the total carpet area of all the Apartments 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 Developers/Promoters through its authorized signatory at the Developers/Promoters's Office, or at

some other place, which may be mutually agreed between the Developers/Promoters and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Developers/Promoters 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/s and/or Developers/Promoters 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 Developers/Promoters will attend such office and admit execution thereof.

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

Name of Allottee/s :- _____

Allottee/s Address :- _____

Notified Email ID: _____

SMS /Call on Mobile/Cell Phone No. _____

Developers/Promoters Name : - M/s. VELOCITY

(Developers/Promoters Address):- Office No. 606,
Dev Milan, LBS Marg,
Teen Hath Naka,
Thane (West) 400604

Notified Email ID: _____

It shall be the duty of the Allottee/s and the Developers/Promoters 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 Developers/Promoters or the Allottee/s, as the case may be.

36. JOINT ALLOTTEES

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

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

38. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

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.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Being description of the LARGER PROPERTY)

ALL THOSE PIECES OR PARCELS OF LAND bearing Survey No.185 Hissa No.2,3 and 4, and Survey No.186 and Survey No. 187 of Village Kavesar, Taluka and District Thane admeasuring 26858.87 sq. meters or thereabout lying, being and situated at Village Kavesar, Taluka & District Thane within the limits of Thane Municipal Corporation and Registration District and Sub-District of Thane bounded by

Towards East	:	Garden Reservation
Towards West	:	60.00 M. wd. Ghodbunder road
Towards South	:	12.20 M. wide existing road
Towards North	:	Adj. S. No. 182 & Adj. S. No. 184.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THOSE PIECES OR PARCELS OF LAND bearing Survey No.185 Hissa No.2, 3, and 4, and Survey No.186 and Survey No. 187 of Village Kavesar, Taluka and District Thane, admeasuring 19980.87 sq. meters or thereabout being the balance part of the property more particularly described in the First Schedule hereinabove lying, being and situated at Village Kavesar, Taluka & District Thane within the limits of Thane Municipal Corporation and Registration District and Sub-District of Thane.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THOSE PIECES OR PARCELS OF LAND bearing Survey No.185 Hissa No. 2, 3, and 4, and Survey No.186 and Survey No. 187 of Village Kavesar, Taluka and District Thane admeasuring 14905.66 sq. meters and area admeasuring 5075.21 sq. meters or thereabout lying, being and situated

at Village Kavesar, Taluka & District Thane within the limits of Thane Municipal Corporation and Registration District and Sub-District of Thane.

FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the said Apartment)

Flat/Shop/Office/Commercial Unit No. _____ admeasuring _____ Sq.mts. which is equivalent to _____ sq. ft. Carpet area. of Carpet Area on _____ Floor of the _____ building known as **“HILL SPRING”** in 1st Phase (first phase) as per the definition under the Real Estate (Regulation and Development) Act 2016 along with enclosed balcony (if any) now being constructed on the said land described in the Third Schedule written hereinabove and shown with Red Colour Boundary on the plan thereof annexed hereto.

FIFTH SCHEDULE ABOVE REFERRED TO

(A) COMMON AREAS AND FACILITIES.

- (i) Compound of the building i.e. the open area (out of the said land described in Third schedule hereunder writing) appurtenant to build up area of the building/s but excluding the open and or/ enclosed car parking in the compound allotted /to be allotted to the respective Allottee/s and garage if constructed.
- (ii) Underground tank with pump room and pumps with all fittings and values. Overhead tank with all fittings and values and plumbing, drain sewerage lines and septic tanks. Plumbing network throughout the building. Electric wiring net work with meter cupboard, electric meters and connections.
- (iii) Foundations, main walls, columns, girders, beams, slabs, chajjas etc and all structural parts and which form part of building.
- (iv) The Allottee/s will have a prorate undivided interest in the above along with all the Allottee/s of the premises in the said property.

(B) LIMITED COMMON AREA AND FACILITES.

- (i) Entrance lobby and foyer of the wing in the building (i.e. the building in which the said premises are located)
- (ii) The staircase of the building/s (in which the premises are located) including main mid landing for the purpose of ingress and egress but not for the purpose of storing or for recreation or the residence or for sleeping;
- (iii) Terrace (except that of terrace appertaining to flat if any) above the top floor of the building/s in which the said premises are located) for being used as an open terrace by the members but not for putting up any construction or as play area or for pounding of masala or any such objectionable user.
- (iv) The Allottee/s will have prorated undivided interest in the above along with all the Allottee/s of the Premises in the said property.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s: (including joint buyers)

(1) _____

Pan No. _____

(2) _____

Pan no. _____

At _____ on _____

In the presence of WITNESSES:

1. Name _____
 Signature _____

2. Name _____
 Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developers/Promoters:

(1) _____

Pan No. _____

(Authorized Signatory)

In the presence of WITNESSES:

1. Name _____
 Signature _____

2. Name _____
 Signature _____

ANNEXURE “A”

(Authenticated copies of extract Village Forms VII and XII as revenue record showing nature of the title of the Owner / Developers / Promoter to the project land).

ANNEXURE “B”

(Authenticated copies of the plans of the Layout as approved / proposed by the concerned Local Authority)

ANNEXURE – “C”

(Authenticated Copy of the Development Permission and Commencement Certificate issued by the Thane Municipal Corporation)

ANNEXURE – “D”

(Authenticated Copy of the Title Certificate)

ANNEXURE – “E”

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – “F”

(Authenticated Copy of the Plan of the Apartment agreed to be purchased by the Allottee/s)

ANNEXURE – “G”

(General Specification and amenities for the Apartment and the Building Other than servant rooms/servant toilets)