

(PERFORMA) LETTER OF ALLOTMENT

To,
The Purchaser/s

Dear Sir / Madam,

Ref: Booking of Apartment No. ____ on ____ floor of "____" Wing in "The Nest" situated at Opp Nandanvan Industrial Estate, Telephone Exch. Road, Mulund West, Mumbai - 400 080.

This is to confirm and record that we have agreed to allot on your request Apartment No. ____ on ____ floor of "____" Wing in the Building "The Nest" for an aggregate value of Rs. ____/-(Rupees _____ only) exclusive of all other charges & deposits etc. as applicable. You will also have to Pay Stamp Duty and Registration Charges separately.

In case of cancellation of the Booking for any reason whatsoever, or termination of Booking by us on account of non-payment of the installments due and / or any other charges, Security Deposits etc.; the Earnest Money equivalent to 10% of the cost of Apartment shall stand forfeited as liquidated damages. Further, interest on delayed payments @ 9 % per anum or SBI lending rate plus 2% whichever is higher shall be charged. All payments received late shall be first adjusted towards the interest due and the balance amount, if any, shall be adjusted towards the principal amount receivable.

In case, if the area of the Apartment is altered / changed (increased or decreased) then in that event you shall pay to us for the area increased and in case if the area of the Apartment is decreased, we shall refund you the amount of the area decreased.

Mumbai dated this ____ day of _____.

FOR: HDIL Budget Home Spaces Pvt. Ltd.

AUTHORISED SIGNATORY.

I/We confirm
Purchaser : (_____)
Witness :

For HDIL Budget Home Spaces Pvt. Ltd.


Authorised Signatory

TRUE COPY

 

AGREEMENT

This Agreement made at _____ this _____ day of _____, in the year Two Thousand and Seventeen between:

HDIL BUDGET HOME SPACES PRIVATE LIMITED, a company registered under the provisions of the Companies Act, 2013 and having its registered office at 5th Floor, HDIL Towers, Anant Kanekar Marg, Station Road, Bandra East, Mumbai-400 051, represented by its Director: Mr. Josef Pattathu, hereinafter referred to as **"Seller"/Development Manager** (which expression shall wherever it so requires, mean and include its successors and assigns) of the **First Part**.

AND

Mr./Ms./M/s. _____

adult, Indian Inhabitant(s) / a Registered Partnership Firm / a Company registered under the Companies Act, 1956, resident of / carrying on business at / having its registered office at

hereinafter referred to as **“the Purchaser”**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal Heirs, Executors, Administrators and Assigns/its Partners or Partner for the time being, and the legal Heirs, Executors, Administrators and Assigns of the Sole Survivor of them/its Transferees and Assigns) **of the Second Part.**

AND

HOUSING DEVELOPMENT AND INFRASTRUCTURE LIMITED, a company registered under the provisions of the Companies Act, 1956 and having its office at HDIL Towers, Anant Kanekar Marg, Bandra (East), Mumbai 400 051 hereinafter referred to as **“HDIL / the Developer”**, being the **Confirming Party of the Third Part.**

WHEREAS:

A. Pursuant to a proposal under clause 3.11 of Regulation 33(10) of Development Control Regulations for Greater Mumbai, 1991, submitted to the Slum Rehabilitation Authority (SRA) by the Developers, approval thereof was given by SRA under Letter of Intent No.SRA/DDTP/0052/T/PL/LOI dated 17.08.2010, and pursuant thereto by and under a conveyance dated 6th September, 2010 duly registered with Sub-Registrar of Assurances at Bandra, under serial No. BDR-3/10251 on 8th September, 2010 read with the Deed of Rectification dated 28th December 2010 duly registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR 3/14209 on 28th December 2010, executed between Bombay Oxygen Corporation Ltd. therein described as Vendors, Housing Development and Infrastructure Ltd. **(HDIL)** the Confirming Party therein and the Developers herein and The Slum Rehabilitation Authority **(SRA)** therein referred to as Purchaser, the said Bombay Oxygen Corporation Ltd., as required by the Developers herein, transferred, conveyed and assigned unto the SRA, all that piece and parcel of land admeasuring 46322.06 sq. mtrs. bearing sub divided Plot Nos., 8, 16, 17, 19, 20 and 21 of old Survey Nos. 94(Pt), 119(Pt) and 127(Pt) and Hissa No.1 (Pt) corresponding to CTS No. 551/27, and CTS Nos. 552, 552/1, 552/5, 552/6, 552/7, 552/8, 552/9, 552/10, 552/11 and 552/12, of Village Nahur, Taluka Kurla, in the Registration District and Sub District of Kurla, Mumbai Suburban, and in the District of Mumbai City and Suburbs together with the structure standing thereon, situate, lying and being at LBS Marg, Nahur Village, Mulund, Mumbai and more particularly described in the **FIRST**

SCHEDULE hereunder written a (hereinafter referred to as the “**said Large Land**”) at and for the consideration and on the terms and conditions stated therein.

B. Pursuant to the said conveyance dated 6th September 2010 the SRA has appointed HDIL as Developers, to develop the said Large Property under the Slum Rehabilitation Scheme under clause 3.11 r/w clause 3.19 and 3.5 of Appendix IV of the said Development control Regulations 33(10) and upon other terms and conditions more particularly contained therein.

C. Under the said conveyance dated 6th September 2010 the Developers are entitled to develop on part of the said Large Property free sale portion of the apartments, (hereinafter referred to as the “**said Free Sale Portion**”) to construct thereon building/s / structure/s of all types with the right to sell the same, receive the sale proceeds and appropriate the same to themselves on such terms and conditions as the Developers may desire in their absolute discretion, with the right to lease the said Free Sale Portion for a period of 30 years with renewal for further term of 30 years.

D. SRA has initially issued an L OI bearing No. SRA/DDTP/0052/T/PL/LOI dated 17.08.2010 under which the Developers were entitled to construct the building and buildings of permitted user on the said Free Sale Portion admeasuring 18767.72 sq. mtrs or thereabouts. The SRA has subsequently revised the said LOI dated 17.08.2010 by a revised LOI bearing No.SRA/DDTP/0052/T/PL/LOI dated 19.04.2017 under which the free sale portion permitted to the Developers now stood at 20,530.82 sq. mtrs (Area of plot for FSI being 46,322.06 sq. mtr less Land TDS 25,791.24 sq. mtrs as specified in the LOI) with an additional area of 1763.10 sq. mtrs available in the Free Sale Portion (hereinafter the additional free sale portion), which is more particularly described in the **SECOND SCHEDULE** hereunder, and the Developers have submitted the proposed layout Plan in the said additional Free Sale Portion of 1763.10 sq. mtrs for approval to the Slum Rehabilitation Authority and the said layout is already approved by SRA subject to further revision by SRA for further construction and development in the said Free Sale Area and accordingly the said layout may be subject to further amendment by SRA. A copy of the said layout plan as

approved by SRA is annexed hereto as Annexure VII as listed hereunder.

E. The Developer has constructed on the said additional Free Sale portion land, a Building named as “ **The Nest** “, with 2 Wings (Wings A and B), with Ground and 17 upper floors, with Stilt and with open stack parking for vehicles, with 243 apartments each of 26 sq.mtrs. carpet area (hereinafter the said Building) and all the said Apartments therein being in conformity to the parameters of Budget/ Affordable Homes in terms of the Policy of Government of Maharashtra and the Government of India.

F. The Developer has entered into an Agreement with an Architect registered with the Council of Architects and such Agreement is as per the standard Agreement prescribed by the Council of Architects and pursuant thereto the Building Plan prepared by the Architect for the Building to be constructed on the said additional Free Sale Portion is already approved by SRA.;

G. The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer has agreed to the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings and the said Building was constructed under the supervision of the said Structural Engineer and Architect .

H. The construction of the said Building named “ **The Nest** “ in the said additional Free Sale portion is structurally complete and by virtue of the Development Agreement/Power of Attorney, the Developer has the right to sell the Apartments in the said building which is already constructed by the Developer on the said land and to enter into Agreement/s with the Purchaser(s)/s of the Apartments and to receive the sale price in respect thereof;

I. The Developer has by an Agreement dated 19.04.2017 between the Developer and the said Development Manager, appointed the said Development Manager to complete the balance construction and development work on the said building, market and sell the Apartments in the said Building to the potential purchasers and enter into the Agreement to Sell as the Seller along with the Developer being a confirming party therein, and receive the purchase consideration and do all other and further acts as is specified in the Agreement to Sell and discharge all further obligations as undertaken by it in the said

Development Agreement dated 19.04.2017, a copy of which is Annexed hereto as **Annexure XII**

J. The Purchaser is offered by the Seller/ Development Manager an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said “**Apartment**”) in the _____ wing of the said Building named “**The Nest**” already constructed in the said additional Free Sale portion of the said project.

K. The Purchaser has inspected the said Building and satisfied himself / herself of the physical completed status of the said Building in the said additional Free Sale Portion and the layout in which it remains.

L. The Purchaser demanded from the Seller/ Development Manager and the Development Manager has given inspection to the Purchaser of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Developer’s Architects Mr. Indrajeet Deshmukh 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 made there under;

M. Copies of the following documents are attached hereto as Annexure I to XII.

- I.** Copies of the Property Card of the property referred to in Schedule-I.
- II.** Copy of LOI No. SRA/DDTP/0052/T/PL/LOI dated 17th August, 2010 issued by SRA indicating the Free Sale Portion.
- III.** Copy of the Intimation of Approval from SRA for the project bearing No. SRA/DDTP/563/T/PL/AP dated 21st December 2010 from SRA.
- IV.** Copy of the Commencement Certificate No. SRA/DDTP/563/T/PL/AP dated 24th August, 2011 and as endorsed on 19th April 2017.
- V.** Copy of Revised LOI No.SRA/DDTP/0052/T/PL/LOI dated 19.04.2017 issued by SRA revising the Free Sale Portion.
- VI.** Copy of approved Building Plan from SRA for the said Building.
- VII.** Copy of Lay Out Plan as per IOA approved by SRA.

- VIII. Copy of the Floor Plans of the Apartment proposed by Seller agreed to be purchased by the Purchaser
- IX. Certificate of Title dated 24.04.2017 given by the Advocate H. J. Jain of H. J. Jain & Co
- X. Copy of Architect Certificate certifying the area and location of the said Building.
- XI. Copy of the Typical Floor Plan of the Apartment as approved by the concerned authority and specifications as mentioned at I. in the Third Schedule herein.
- XII. Copy of the Development Management Agreement dated 19.04.2017 between the Developer and the Development Manager.

N. The plan and specifications of the Apartment agreed to be purchased by the Purchaser, are marked and delineated in red in the Floor Plan annexed hereto and marked as **Annexure XI**.

O. The Developer has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s and shall obtain the balance approvals from various authorities from time to time.

P. While sanctioning the said plans, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be completed while developing the said land and the said building and upon the completion of the same the occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

Q. The Developer has accordingly constructed the said building/s in accordance with the said approved plans and the balance work is being done by the Development Manager/ Seller hereof. .

R. The Purchaser has applied to the Seller/ Development Manager hereof for allotment of an Apartment No. _____ on _____ floor in wing _____ of the said Building **“The Nest”** with carpet area of the said Apartment being 26 square meter (twenty Six square meter)/ 26 sq. mtrs. , (“ carpet area” means the net usable floor of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for

exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment).

S. Relying upon the said application, declaration and Agreement, the Seller has agreed to sell to the said Purchaser, said Apartment at the price and on the terms and conditions hereinafter appearing.

T. Prior to the execution of these presents, the Purchaser has paid to the Seller a sum of Rs. _____ (Rupees _____ only) being the Application Money and the Purchaser has agreed to pay to the Seller the balance sale price on execution of this agreement and as per the payment schedule hereinafter appearing.

U. Under section 13 of the said Act the Seller is required to execute a written Agreement for Sale of said Apartment with the Purchaser, which being these presents and also to register said agreement under the Registration Act, 1908.

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

1. The Developer has constructed and is getting completed through the Development Manager, the said building/s consisting of Ground / stilt, /, and 17 upper floors with open stack car parking on the said Free Sale Portion of the land more particularly described secondly in Second Schedule hereunder in accordance with the plans, designs, specifications approved by the concerned local authority from time to time and in accordance with the LOI and approval of the SRA as per the Annexure II to VII hereto, and in conformity with the parameters/ norms for budget/ affordable homes as applicable in the State of Maharashtra.

It is clarified by the Developer that the aforesaid sanctioned building plans are as already approved by Slum Rehabilitation Authority as per the **Annexure VI** hereto.

- 1(a) (i).** The Purchaser hereby agrees to purchase from the Seller and the Seller hereby agrees to sell to the Purchaser one Apartment No. _____ of the type 1BHK of carpet area admeasuring 26 sq. meter on _____ Floor, ____ Wing, in the Building **"The Nest"**, along with _____ (hereinafter referred to as **"the**

Apartment”) as delineated and s hown in the Floor plan annexed and marked as **Annexure XI** hereto, with indoor amenities/ specification as more particularly specified in **THIRD SCHEDULE HERETO** for 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 **FOURTH SCHEDULE** hereunder. .

1(b) The total aggregate consideration amount for the apartment is thus Rs. _____/- plus taxes and duties as per applicable laws which the Purchaser agrees to pay to the Seller as follows: -

1(c) i) 10% of the agreed consideration amounting to a sum of Rs. _____ (Rupees _____ only)

as Earnest Money Deposit/ Application Money at the time of Booking.

ii) 80% of the agreed consideration amounting to a sum of Rs. _____ (Rupees _____ Only)

at the time of the execution of this Agreement.

iii) The Balance 10% of the agreed consideration amounting to a sum of Rs. _____ (Rupees _____ Only)

at the time of handing over of the fit out possession of the Apartment to the Purchaser.

1 (d) The Purchaser shall in addition to the consideration mentioned Above and other charges and deposits mentioned stated herein, pay at the time of execution hereof, an am ount of Rs. _____/- lumpsum per apartment as Development Charges.

- 1(e)** The Total Price above excludes Taxes (consisting of tax paid or payable by the Seller by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction and carrying out the Project payable by the Seller) upto the date of handing over the possession of the Apartment and all such Taxes and Duties shall be levied on and shall be paid by the Purchaser in addition to the total price of the apartment as aforesaid.
- 1(f)** The Purchaser authorizes the Seller 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 Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Seller to adjust his payments in any manner.
- 1 (g)** The Purchaser hereby agrees and confirms the financing scheme for the Purchase of the apartment by which the Seller/ Developer may avail 80% of the sale consideration from the total home loan account sanctioned by the Bank in favour of the Purchaser for the purchase of the said Apartment on the basis that the Seller/ Developer shall pay directly to the Bank the interest in respect of such 80% disbursement till the date of the delivery of the fit-out possession by the Seller/ Developer to the Purchaser. On and from the date the fit-out possession of the apartment is given to the Purchaser, the entire liability on the sanctioned loan, including any increase in the loan amount the Purchaser has availed, shall get passed on to the Purchaser. The Purchaser hereby requests and authorizes the Bank to disburse from Purchaser's loan account, the said 80% of the consideration amount for the purchase of the said Apartment directly to the Seller/ Developer immediately on execution of this agreement, without any further consent from the Purchaser on the condition that for the period from the disbursement of the said 80% amount till the fit-out possession is given to the Purchaser the Seller/ Developer shall pay directly to the Bank the interest on the said 80% disbursement. The Purchaser hereby agrees and undertakes to give all necessary documents

in this respect to the Bank from which the Purchaser is availing the loan for the said Apartment. The remaining 10% of the purchase consideration shall be released by the Bank from which the Purchaser is availing the loan or directly by the Purchaser as the case may be, against delivery of the fit-out possession of the apartment by the Seller/ Developer to the Purchaser.

- 2.1** The Seller and Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.
- 2.2** Time is of essence for the performance of obligations by both the Seller and the Purchaser. The Seller shall abide by the time schedule for handing over the Apartment to the Purchaser and the common areas to the Association/ Society of the Purchasers after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of balance construction, if any, by the Seller as provided herein above.
- 2.3** It is agreed by the Seller and Purchaser that while Purchaser shall remain the owner of the said Apartment, the whole structure of the said Wing in the said Building including the said Apartment shall be conveyed to a Society formed by all the Purchasers of Apartments in the said Wing in the said Building.
- 2.4** It is further agreed by the Seller and Purchaser that all the Societies formed by each Wing of the Buildings in the said additional Free Sale land parcel shall form an Apex Society/ Federation of Societies, and the said entire land comprising of the said Free Sale Portion of land shall be conveyed by an Assignment of Lease to such Apex Society/ Federation of Societies and the said land and the common infrastructure therein shall be collectively held and managed by the said Apex Society for the beneficial interest of its members.

- 2.5** It is further understood by the Purchaser that Slum Rehabilitation Authority may further increase the Free Sale Portion area in the said land by issuing revised LOI for construction and development of further buildings or Wings C and D as free sale portion and Wings E,F and G as rehab portion in the location and in such case further such Buildings or Wings may be developed in the said location subject to further lay out approvals from SRA.
- 2.6** The Purchaser has clearly understood that the Residents in the Building Nest or any other building that may be developed as per any revised additional Free Sale portion by SRA in future, shall not have any access or user right for any facilities, amenities or conveniences existing and being maintained in the said layout demarcated for the use of resident in the Building Whispering Towers in the adjacent land parcel of 18,767.72 sq. ft area and the residents of Nest shall not be permitted to enter into that area.
- 3.** The Developer has already utilized all available FSI on the said land in construction of the said Building. Purchaser has agreed to purchase the said Apartment based on the understanding that in case of any change in Government Policy or due to any change in the development plans, if any additional FSI is available on the said land any such additional FSI shall belong exclusively to Developer only and the Purchasers or the Society of Purchasers or the Apex Body of such Societies shall not have any right for any such additional FSI that may accrue on the said land. The Purchaser hereby relinquishes in favour of the Developer all his right or claims for any such additional FSI that may accrue on the said land and building. The Purchaser agrees that any TDR accrues to the Developer in respect of this project shall belong exclusively to Developer and the Developer is entitled to use, transfer or sell the same as it chooses.
- 4.** The Seller and Developer hereby agree that the Seller shall, before handing over possession of the Apartment to the Purchaser and in any event before execution of a conveyance/assignment of lease of the said structure of the said Wing in the said Building, in favour of a corporate body/ Society to be formed by the Purchaser(s) of Apartments in the said Wing in the said Building on the said land (hereinafter referred to as

“the Society”/“the Limited Company”) make full and true disclosure of the nature of his title to the said structure of the said Building as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing as the case may be, and shall, as far as practicable, ensure that the said structure or the said building/wing, is free from all encumbrances and that Developer has absolute, clear and marketable title to the said structure of the said building or wing, and has authorized the Seller to convey the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said structure of the said building/wing by the Seller in favour of the said Society/Limited Company. For the purpose of effecting conveyance of the said structure in favour of purchasers of apartments in the said Wing in the Building, purchasers of apartments of the respective Wing of the said Building shall have formed a Society and the Seller shall facilitate formation of such a Society.

- 5.1** The Seller and Developer hereby agree that they shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, on the entire parcel of the said additional free sale land and in any event before execution of a conveyance/assignment of lease of the said Land in favour of Apex Body to be formed by the societies or Limited companies for each of the Wings in the Building already constructed and to be constructed on the said land (hereinafter referred to as “the Apex Body” or “Federation” or “Holding Company”), make full and true disclosure of the nature of the Developer’s title to the said Land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Vendor/Lessor/Original Owner/the Developer has/have absolute, clear and marketable title to the said Land as is permitted by SRA in terms of the said revised LOI dated 19.04.2017, so as to authorize and appoint the Seller to convey/lease the said Land to the said Apex Body/Federation/Holding Company with clear and marketable title on the execution of a conveyance/assignment or lease of the

said Land by the Seller in favour of the said Apex Body/Federation/Holding Company.

- 5.2** The Apex Body/ Society shall look after the common infrastructure and facilities required for the common use of all the Wings in the said Building including maintenance of Open Stack Car Parking Space, Electricity Sub-Station for supply of power, Water Tank cleaning and maintenance, Common lighting in the area and the main gate security, if required and so on as may be more particularly specified in the Bye Laws of the Society. Till such Apex Body/ Society is formed, the Seller shall manage such maintenance of common infrastructure and levy the proportionate charges from the Apartment Owners. Purchaser agree and undertake to pay such infrastructure maintenance charges periodically on time without any default.
- 6.1** The Purchaser agrees to pay to the Seller interest at 9% per cent per annum or SBI prime lending rate plus 2% whichever is higher at the time of payment, for delayed payments on all the amounts which become due and payable by the Purchaser to the Seller under the terms of this agreement from the date the said amount is payable by the Purchaser(s) to the Seller.
- 6.2** Without prejudice to right of Seller to charge the interest in terms of sub clause (i) above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Seller shall be entitled at his own option, to terminate this Agreement;
- 6.3** Provided that, Seller shall give notice of seven days in writing to the Purchaser by email at the email address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Seller within the period of notice then at the end of such notice period, the Seller shall be entitled to terminate this Agreement and upon termination of this Agreement the Seller, shall be at liberty to dispose of and sell the Apartment to such

person and at such price as the Seller may in his absolute discretion think fit.

- 6.4** Provided further that upon termination of this agreement as aforesaid, the Seller shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Seller) within a period of six months of the termination, the installments of sale price of the Apartment which may till then have been paid by the Purchaser to the Seller but the Seller shall not be liable to pay the Purchaser any interest on the amount so refunded. Provided that the Liquidated damages that shall be levied by the Seller on the Purchaser in such case shall be equivalent to 5% of the unpaid balance consideration, by the Purchaser to the Seller.
- 7.** The fixture and fittings with regard to the flooring and sanitary fittings and amenities like lift already provided/ to be provided in the said building and the Apartment are those that are set out in THIRD AND FOURTH SCHEDULE hereunder.
- 8.** The Seller shall give fit out possession of the Apartment to the Purchaser on or before _____ which is subject to a further grace period of 1 year there from i.e. _____ for getting Occupation Certificate and to meet any unforeseen contingencies such as force majeure events. If the Seller fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid possession date or within the grace period or within any mutually extended date, then the Seller shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate (9% per annum or SBI prime lending rate plus 2% whichever is higher at the time of payment) as may be mentioned in the clause 6 herein above from the date the Seller received the sum till the date the amounts and interest thereon is repaid.
- 9.** Provided that the Seller 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 non-availability of steel, cement, other building materials , water or electric supply;
- ii. war, civil commotion or act of God;
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority or from any Court of competent jurisdiction.

10.1 Procedure for taking possession – The Seller, upon completion of the Building, shall offer in writing the fit out possession of the Apartment to the Purchaser against full balance payment in terms of this Agreement to be taken within 15 days (fifteen days) from the date of issue of such notice and the Seller shall give possession of the Apartment to the Purchaser accordingly against a Possession Receipt from the Purchaser. The Seller agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of its obligations in terms of this agreement. The Purchaser agree(s) to pay the maintenance charges as determined by the Seller or association of Purchasers, as the case may be.

10.2 The Flat Purchaser shall take possession of the Flat within 15 days of the Seller giving written notice to the Purchaser intimating that the said Apartment is ready for use and occupation.

10.3 Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Seller as per clause 10.1, the Purchaser shall take possession of the Apartment from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Seller shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 10.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable and interest at the specified rate on the delayed payment till the date of payment. .

- 10.4** If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Seller any defect in the Apartment or the building in which the Apartment are situated or the material used therein, excepting on account of mishandling by Purchaser or other co-residents or their employees or agents, then, wherever possible such defects shall be rectified by the Seller at his own cost and in case it is not possible to rectify such, then the Purchaser shall be entitled to receive from the Seller compensation for such defect or change. If there is a dispute regarding any defect in the building or material used, the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.
- 11.** The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence. He shall use the parking space if any only for purpose of keeping or parking the Purchaser's owned vehicle.
- 12.** The Purchaser along with other Purchaser(s) of Apartments in the said Wing in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Seller may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society 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 Seller within seven days of the same being forwarded by the Seller to the Purchaser, so as to enable Seller to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co- operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 13.1** The Seller shall, within three months of registration of the Society or Limited Company, as aforesaid, or within such mutually extended time, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Developer/ Seller in the said structure of the Building or wing in which the said Apartment is situated.
- 13.2** Subject to the terms of this agreement being fulfilled by the Purchasers, the Seller shall, facilitate registration of the Federation/ Apex body of the Societies or Limited Companies, as aforesaid, and cause the Developers/ SRA to execute the Conveyance /Lease Deed as are permissible under law in respect of the said parcel of free sale portion of land, on which the building with multiple wings or buildings are constructed, with right, title and interest thereon, in favour of the Federation/Apex body.
- 13.3.** Within 15 days after notice in writing is given by the Seller to the Purchaser that the Apartment is ready for fitout possession, the Purchaser be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said 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 said land and building/s. The nature of such expenses for the maintenance and repairs of the building and common facilities are more particularly specified in **FIFTH SCHEDULE** hereunder. Until the Society or Limited Company is formed and the said structure of the said Wing of the Building is transferred to it, the Purchaser shall pay to the Seller such proportionate share of outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Seller provisional monthly contributions of Rs._____ per month towards the outgoings (excluding property tax as applicable to the apartment which will be in addition). The amounts so paid by the Purchaser to the Seller shall not carry any interest and remain with the Seller until a conveyance/assignment of lease of the structure of the building

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 deductions provided for this Agreement) shall be paid over by the Seller to the society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser shall be regarded as the default on the part of the Purchaser and shall entitle the Seller to terminate this agreement and or deny the user of any specific services by the defaulters or any other suitable action that the Seller may choose, in accordance with terms and conditions contained herein.

14. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Seller 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.
- iii. Rs._____ Documentation clearance charges, Processing charges.
- iv. Rs._____ Provisional Maintenance deposit of 12 months.
- v. Rs._____ For Electric Meter and cable charges.
- vi. Rs._____ Towards maintenance charges and other Society expenses by
===== way of twelve (12) months.
- Rs._____ TOTAL
=====

vi) In addition to the above, the Purchaser shall deposit with the Seller proportionate share of charges for formation and registration of the Apex Body/ Federation of Societies for the lay out as and when intimated.

vii) The Purchaser shall deposit with the Seller the deposit required to be deposited with the Utility and the connection charges for the Water connection as and when intimated.

15. The Purchaser shall pay to the Seller sum of Rs._____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law, Advocates of the Seller 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 or assignment of lease.

16. At the time of registration of conveyance of the structure of the said wing of the building, the Purchaser shall pay to the Seller, the Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said Wing of the building. At the time of registration of Lease of the said Land in favour of the said Apex Body, the Purchaser shall pay to the Seller, the Purchaser's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such lease or any document or instrument of transfer in respect of the said Land to be executed in favour of the Apex Body or Federation.

17.1 REPRESENTATIONS AND WARRANTIES OF THE SELLER/DEVELOPER:

The Seller/ Developer hereby represents and warrants to the Purchaser as follows:

- i. The Developer has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;

- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain in case any requisite approvals. If necessary for the building.
- iii. There are no encumbrances upon the said 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 said 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, said 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, said Land and said building /wing shall be obtained by following due process of law and the Developer has been and shall, at all the times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common area;
- vi. The Seller 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 Purchaser created herein, may prejudicially be affected;
- vii. The Seller / Developer has not entered into any agreement for sale with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Seller /Developer confirms that the Seller/ Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser the Seller shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchasers;

- x. The Seller has duly bound 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 by the Developer 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 Seller/ Developer in respect of the said Land and/or the Project except those disclosed in the title report.

17.2 The Purchaser/s or himself /themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenant with the Seller /Developer as follows:

- (i) To maintain the Apartment at the Purchaser's own cost in good tenantable repair and condition from the date the 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 not carry or cause to be carried 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 Purchaser in this

behalf, the Purchaser shall be liable for the consequences of the breach.

- (iii) To carry 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 Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or to 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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, pipes in the Apartment and 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 damage to columns, beams, wall , slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer 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 said 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 said land and the building in which the Apartment is situated.

- (vii) Pay to the Seller within fifteen days of demand by the Seller, his share of security deposit demanded by 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 Purchaser to any purposes for which it is sold.
- (ix) The Purchaser 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 Purchaser to the Seller under this Agreement are fully paid up and the Purchaser shall have the liberty to do it only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and after the Purchaser has intimated in writing to the Seller and obtained the written consent of the Seller for such transfer, assign or part with the interest etc.
- (x) The Purchaser 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company/ Apex Body / Federation regarding the Occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing 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 Purchaser shall permit the Seller and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
 - (xii) Till a conveyance of the said Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Seller and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and condition thereof.
- 18.** The Developer shall maintain a separate account in respect of sums received by the Seller from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 19.** 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 or of the said Plot and Building or any part thereof. The Purchaser 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, etc. will remain the property of the Seller/ Developer, until the said structure of the Building is transferred to the Society / Limited Company or other body and until the said Land is transferred to the Apex Body / Federation as hereinbefore mentioned.
- 20. NO MORTGAGE OR CHARGE AGAINST PURCHASER'S INTEREST**
- After the Seller executes this Agreement, if any mortgage or charge is made or created by the Developer/ Seller, 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 Purchaser/ Allottee who has taken or agreed to take such Apartment.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Seller does not create a binding obligation on the part of the Seller or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Seller. If the Purchaser(s) fails to execute and deliver to the Seller this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 7(seven) days from the date of its receipt by the Purchaser, the application of the Purchaser for allotment and/or the allotment of flat to the Purchaser, shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any 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.

23. RIGHT TO AMEND.

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

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 Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of 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 of 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.

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

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

27. 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. .

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Seller through its authorized signatory at the Seller’s Office, or at some other place in Mumbai, which may be mutually agreed between the Seller and the Purchaser, after the Agreement is duly executed by the Purchaser and the Seller 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 MUMBAI.

- 29. The Purchaser and/or Seller 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 Seller will attend such office and admit execution thereof.
- 30. That all notices to be served on the Purchaser, the Seller and Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Seller or the Developer by Registered PostA.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name Of Purchaser/s: _____

Address : _____

Notified Email ID : _____

Name Of Seller: HDIL BUDGET HOME SPACES
PRIVATE LIMITED

Address : 5th Floor, HDIL Towers, Anant Kanekar
Marg, Station Road, Bandra East,
Mumbai-400 51

Notified Email ID : _____

It shall be the duty of the Purchaser and the Seller 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 Seller or the Purchaser, as the case may be.

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Seller to the Purchaser 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 Purchasers.

32. 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 Mumbai 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 Mumbai (city/town name) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Said Large Land)

ALL THAT piece and parcel of land admeasuring 46322.06 sq. mts. bearing sub divided Plot Nos., 8, 16, 17, 19, 20 and 21 of old Survey Nos. 94(Pt), 119(Pt) and 127(Pt) and Hissa No.1 (Pt) corresponding to CTS No. 551/27, and CTS Nos. 552, 552/1, 552/5, 552/6, 552/7, 552/8, 552/9, 552/10, 552/11 and 552/12, of Village Nahur, Taluka Kurla, in the Registration District and Sub District of Kurla, Mumbai Suburban, and in the District of Mumbai City and Suburbs together with the structure standing thereon,

situate, lying and being at LBS Marg, Nahur Village, Mulund, Mumbai and bounded as follows, that is to say:

- On or towards the North: By CTS NO. 551/10D & 552 (Pt),
- On or towards the South: By CTS No. 709B,
- On or towards the East: By CTS No. 551/28 A to D and 18.30 m wide D. P. Road,
- On or towards the West: By L B S Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

FIRSTLY (Total Free Sale Portion):

ALL THAT piece and parcel of land admeasuring 20,530.82 sq. mts. of Free Sale portion with 109129.91sq. mtrs FSI and any applicable fungible area that may be permitted, in the plot area admeasuring about 46,322 sq.mtrs, out of the Said Property described in the FIRST SCHEDULE above written, bearing sub divided Plot Nos., 8, 16, 17, 19, 20 and 21 of old Survey Nos. 94(Pt), 119(Pt) and 127(Pt) and Hissa No.1 (Pt) corresponding to CTS No. 551/27, and CTS Nos. 552, 552/1, 552/5, 552/6, 552/7, 552/8, 552/9, 552/10, 552/11 and 552/12,of Village Nahur, Taluka Kurla, in the Registration District and Sub District of Kurla, Mumbai Suburban, and in the District of Mumbai City and Suburbs together with the structure standing thereon, situate, lying and being at LBS Marg, Nahur Village, Mulund, Mumbai and bounded as follows, that is to say:

- On or towards the North: By CTS NO. 551/10D & 552 (Pt),
- On or towards the South: By CTS No. 709 B,
- On or towards the East: By CTS No. 551/28 A to D and 18.30 m wide D. P. Road,
- On or towards the West: By L B S Road

SECONDLY (The additional Free Sale Portion/ The said property):

ALL THAT piece and parcel of land admeasuring 1763.10 sq. mtrs having CTS No.551/27 (pt) out of the total Free Sale Portion of

20,532.82 sq. mtrs out of the property described in the SECOND SCHEDULE above written, bearing sub-divided Plot Nos.8, 16, 17, 19, 20 and 21 of old Survey Nos. 94 (Pt), 119 (Pt) and 127 (Pt) and Hissa No.1 (Pt) corresponding to CTS No.551/27 (pt), and CTS Nos.552, 552/1, 552/5, 552/6, 552/7, 552/8, 552/9, 552/10, 552/11 and 552/12, of Village Nahur, Taluka Kurla, in the Registration District and Sub-District Kurla, Mumbai Suburban, and in the District of Mumbai City and Suburbs together with the structure/ Building named NEST standing thereon with Ground plus 17 upper storeys with stilt and open stack parking, situate and lying and being at LBS Marg, Nahur Village, Mulund, Mumbai and bounded as follows:-

On or towards the North:	By Proposed 13.4 mtrs wide D. P. Road.
On or towards the South:	By Rehab Building No.2,
On or towards the East:	By CTS No.551/28 A to D,
On or towards the West:	By CTS No. 551/10 D.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(AMENITIES)

I. Inside the Apartment.

II. External Amenities.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Areas & Facilities)

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Expenses for maintenance and repairs).**

1. The expenses of maintaining, repairing, decorating, etc., of the main structure and in particular the terraces, gutters and rain water pipes of the said Building, water pipes, lift and electric wire in, under or upon the said Building and enjoyed or used by the flat premises holders in common with the other occupiers of flats and the main entrance, passage, landings, lift and staircase of the building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid and the boundary walls of the building compound , terraces, etc.
2. The cost of cleaning and lighting the passages, water pump, landings, staircase, lift, common light and other parts of the building use by the flat holders in common as aforesaid.
3. The Cost of Salaries of Clerks, Bills Collectors, Lift man, Chowkidars, Pump-Man, Sweepers, etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges and recreational area.
5. Deposits for building, water-meter, sewer line, etc.
6. Municipal and other taxes such as water charges bills, electricity charges, bill cesses, levy and revenue N.A. Taxes, etc (excluding property taxes).
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the said Building.

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

SIGNED, SEALED AND DELIVERED)
By the withinnamed: “Purchaser(s)”)
Mr./Ms./M/s. _____)
_____)
At _____ on _____)

In the presence of WITNESSES:

- 1. Name _____
Signature _____
- 2. Name _____
Signature _____

SIGNED AND DELIVERED)
By the withinnamed “**SELLER**”)
M/S.HDIL BUDGET HOME SPACES)
PRIVATE LTD.,)
(Authorized Signatory))

In the presence of WITNESSES:

- 1. Name _____
Signature _____
- 2. Name _____
Signature _____

SIGNED AND DELIVERED)
By the withinnamed “**DEVELOPER**”/)
Confirming Party)
M/S. HOUSING DEVELOPMENT AND)
INFRASTRUCTURE PRIVATE LTD.,)
Authorized Signatory)

In the presence of WITNESSES:

- 1. 1, Name _____
Signature _____
- 2. Name _____
Signature _____

R E C E I P T

RECEIVED of and from the above named Purchaser a sum of Rs.
_____ (Rupees _____ only),
being part of the sale consideration, payable at the time of execution of
the Agreement as under:

Date	Cheque No.	<u>Bank & Br.</u>	Amount (Rs.)
TOTAL			

WE SAY RECEIVED.

For M/s. HDIL BUDGET HOME SPACES PRIVATE LTD.,

AUTHORISED SIGNATORY.

WITNESS:

1.

2.