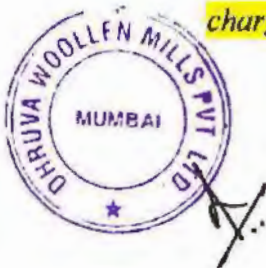


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- a. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- b. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- c. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- d. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law, subject however to receipt of the entire Sale Consideration alongwith applicable taxes and other charges as per the terms hereof.



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22. *Representations and Warranties of the Promoter:*

- xi. *The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Project or any part thereof including any common areas facilities and amenities on such terms and conditions as it may deem fit. The Allottee hereby agrees and confirms to pay and reimburse to the Promoter, the fee payable to the agency on prorated basis. Over and above the same, the Allottee/s shall also be liable to pay to the Promoter, Promoter Management Fees equivalent to 15% of the costs incurred by the Promoter as well as such amount incurred by the Promoter towards Manpower Expenses as applicable, for the maintenance and management of common areas and facilities in the Project.*
- xii. *The Promoter shall be entitled to designate any spaces/areas on the said Property/Project or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the allottee/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by allottee/s of units/premises in the Project, as the case may be. The Promoter and its workmen/agents/contractors/ employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the said Property.*



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- xiii. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the said Property at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
- xiv. The Promoter shall be entitled to transfer and/or assign the benefit of addition al F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the said Property (both inherent and further/future) as provided herein, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.
- xv. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Property, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed,



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matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

23. In the event the Allottee intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s's benefit/s under this Agreement, then the Promoter/Owner shall be entitled to a right of first refusal to the said Flat as well as the Allottee/s's right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

a. The Allottee shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price", including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.

b. In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase /acquire the said Flat ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Allottee shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee shall be bound to sell and/or

