DRAFT

UNDERTAKING FROM ALLOTTEE/S

I/We/M/s._____ of Mumbai Indian Inhabitant residing at _____ _____do hereby affirms and state as under:-

1) I/We say that by an Agreement for Sale dated _____ and entered into between M/s. HGP Community Pvt. Ltd. of the ONE part (hereinafter referred to as "the said Promoter") and myself/ourselves of the OTHER PART. I/We have agreed to purchase an Apartment bearing No.____ (hereinafter referred to as the said Apartment) of the Building known as '**Sorrento**", in Sector VI – A (hereinafter referred to as the said Building) situated at Hiranandani Gardens, Powai, Mumbai 400 076.

2) I/We are giving this undertaking not only for myself/ourselves but also for my family members, visitors etc. If any. It is understood that reference to myself /ourselves shall whenever the context so admits include such other persons as stated hereinabove.

3) As agreed to in the aforesaid agreement, I/We do hereby covenant and undertake with the said Promoter as follows:-

a) I/We shall not make any addition or any alteration in the architectural elevation of the said Building and shall not change the outside colour scheme or coating of the said Building.

b) I/We shall not make any change in any of the external windows or doors of the Apartment in the Building by way of shifting, altering, changing the colour or any other way whatsoever.

c) I/We am fully aware that I/we are not permitted to install any grills outside the windows and hence undertake not to install or affix any grills on the outside the windows / window sills. Any such grills affixed by me/us, shall be fitted on the internal marble sill only on the inside of the windows.

d) I/We shall not keep shoe racks in the lift lobby, flower/plants in pots or any other objects on the outside the windows or on the parapets or chajjas, lift lobby or any other common areas and shall not do anything which may cause discoloration or disfiguration or any damage to the said Building.

e) I/We shall not affix any collapsible shutters on the outside of 'French windows', in case of Apartment with canopy balcony. Any such collapsible shutter shall be fixed only on the inner side of 'French Windows'.

f) I/We shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies/deck.

g) I/We not chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. Pardis or other structural members of the said Building or on the pardis/parapets/railings provided in the said Building.

h) I/We shall not enclose any space adjoining to the Main door forming part of the lift lobby/common areas and parking space, if any, in my/our possession in any manner whatsoever.

i) I/We shall not affix window in bedroom duct opening, kitchen balcony & kitchen duct, Marble sills and jambs in kitchen balcony and kitchen duct opening as such alterations / works affect architectural elevation of the said Building and cause discoloration of the external elevation. I/We shall not encroach upon external and/or internal ducts/void areas adjacent to the Apartment by constructing permanent or temporary work by closing and/or using it. Such duct areas are provided strictly for maintenance of service utilities, such as plumbing pipes, cables etc. For breach of any of the terms mentioned hereinabove, I/We shall be solely responsible for all the consequences arising because of the same.

j) I/We am/are also aware that in the plumbing duct, the pipes are to be always kept exposed as these pipes may need periodical/future plumbing maintenance.

k) I/We shall not carry out any external alteration in the said Apartment by way of breaking any walls or beams or chajjas so as to alter the external appearance of the Apartment, nor shall I/We affix or cause any slabs on voids in the said Building.

l) I/We shall not fix any additional external unit of split A.C. on the outside in elevation. Any such additional external unit of split A.C. shall be located only inside the duct/space provided (by Promoter) specially for split A.C.

m) I/We are aware that no individual DTH/dish antennae will be allowed on the terrace or on the exterior wall/window of the Building. I/we are aware that the connection has to be taken from the Common DTH/dish antennae Only which is available in the Building.

n) I/We confirm of having agreed and undertaken to follow and abide by the rules and regulations that have been made as also those which may be made hereafter from time to time by the said Promoter and/or person/s body in charge of maintaining and/or providing common facilities in the complex. I/We shall maintain proper code of conduct and discipline in the complex and give every possible co-operation to the said Promoter and/or any other person or body that may have been appointed by the said Promoter in that behalf, in maintaining cleanliness and good atmosphere in complex for the better enjoyment of the common facilities by all the persons concerned.

o) I/We are aware that all electricity bills from date of possession/OC, whichever is earlier, are payable by me/us and I/We will not hold the Promoter responsible for any consequences arising of non-payment thereof.

4) I/We do hereby confirm and covenant with the said Promoter that I/We shall always carry out the terms and conditions of this Undertaking given by me/us and the same shall be binding upon me/us even after the registration of a Co-operative Society of Allottees / Purchasers of Apartments in the said Building and of Federation /Association of the Societies in the said Sector when formed and this Undertaking shall also be binding upon me/ my/ our heirs and successors-in-title to the same extent as the Agreement for Sale dated _____. I/We agree and confirm that in the event of breach of any of the terms of this Undertaking, the said Promoter, along with any other remedies, shall also be entitled interalia to withdraw common facilities provided by it in the complex and I/We expressly authorise the Promoter to do so.

5) I/We hereby declare, confirm and covenant with the Promoter that in the event of my/our transferring the said Apartment and/or my/our right, title and interest in respect thereof in favour of any other person to the extent and as permitted in the said Agreement for Sale dated _____, I/We shall obtain an Undertaking on the similar lines from any such purchaser/s and in the event of my/our failing to do so, the said Promoter or the Co-operative Society of the Apartment purchasers of the said Building / Federation /Association, shall be entitled to refuse to transfer the said Apartment in favour of such prospective purchaser.

6) I/We hereby further declare and confirm that in the event of me or my heirs and successors -in-title committing any breach or default in any of the provisions of these presents, I and/or my heirs and successors-in-title shall be liable for damages for the loss and damage which may be caused to the said Apartment, Building and/or to the said Promoter and further the Promoter and the Co-operative Society of Apartments purchasers of the said Building / Federation /Association as and when formed, shall also be entitled to terminate the aforesaid Agreement for Sale and to recover all damages, costs, from me and / or my heirs and successors-in-title.

7)I/We hereby undertake that I/We shall bear the entire cost of repairs or rectifications required due to alterations / changes carried out by me/us in the said Apartment in case of damages caused to RCC /STRUCTURE/WATERPROOFING/PLUMBING/CIVIL/ELECTRICAL / INSTALLATION or if the work is not done in a proper manner, even after taking possession. I/We shall bear the entire cost of repairs required in case of any damages to common Premises and Apartments belonging to other members due to the alterations/changes or interior works carried out by me/us in the said Apartment.

8) I/We confirm that from the date the Promoter offers the possession of the Apartment or from the date of O.C., whichever is earlier, I/we undertake to pay the Maintenance charges demanded by the Promoter. I/We are aware that I/we am/are liable to all future maintenance and/or property tax becoming payable by me/us in respect of the said Apartment and the Said Building and I/We undertake to pay the same immediately on being called upon by the Promoter.

9) I/We also undertake, that if I/We wish to give the Apartment on Lease/Rent, it is our responsibility to inform the Promoter and also to obtain the necessary POLICE VERIFICATION of the proposed licensee / tenants and submit the copy of the same duly acknowledged and confirmed by the concerned Police Station, bearing the necessary stamp, to the Maintenance office/ In charge of the Building. I/We am/are also aware that this is a mandatory requirement from the Police department.

10) I/We are aware that the tiles are to be used for flooring in the Said Apartment. I/We are also aware that there may be some imperfections, variations, including shade variations in tiles, which someone may view as 'defect'. However, these imperfections/variations are normal in tiles.

11) I/We are aware kitchen/household garbage have to be segregated in dry and wet and should be given to the sweepers and to treat the garbage on the same plot as per the requirement of the MCGM and comply with necessary requirements of MCGM in this behalf from time to time.

12) I/We hereby confirm that the representatives of the Hiranandani Group of Companies are allowed to access the said Apartment without my/our prior consent, to view and examine the state and condition of the Apartment and to check if any unauthorised change/s has/have been done therein when the Apartment is not occupied by us and when the interior works are in progress by my/our staff/persons. Once occupied by myself/ourselves/our tenants/ or any other persons, I/We will allow access as per mutually decided time.

13) I/We are also giving the undertaking that any liability arising out of GST or any other tax or any increase / additions that may become applicable on account of the purchase transaction of the said Apartment, shall be paid by me/us."

Solemnly declared at Mumbai)

on this _____ day of _____ _____.)