

Dated: 27th December 2023

To,
Maharashtra Real Estate Regulatory Authority,
6th & 7th floor, House fin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (East)
Mumbai-400050

Dear Sir,

We have to state that we have deviated from the proforma of Model Form of Agreement for Sale to the extent required under the facts and circumstances of the matter and the corrections/modifications are according to the provisions of the said Act and the same are not in consistent and/or contrary to the provisions of the Act, Rules and Regulations.

Following are the deviations:

<u>Page No.</u>	<u>Clause No.</u>	
12.	3.	PURCHASE OF THE SAID FLAT AND SALE CONSIDERATION: (i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter/Developer, and the Promoter/Developer hereby agrees to sell to the Allottee/s, a flat being Flat No. ("the said Flat") on the _____ Floor of the said New Building admeasuring _____ square feet carpet area (as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Authority), together with the dry balcony and balcony/deck admeasuring _____ square feet RERA carpet area, having aggregate _____ square feet RERA carpet



area as more particularly described in the Second Schedule and as shown in the floor plan annexed and marked **Annexure - "II"** hereto, at and for the consideration of Rs. []/- (Rupees [])

(ii) The Promoter/Developer has agreed to permit the Allottee/s, the right to exclusive use [] car parking space/s (i.e. [] stack)/ in basement/stilt of the said New Building//Mechanical car parking spaces in either pit puzzle or tower parking or stack parking system ("**Parking Space/s**"). The said Flat and Parking Space/s are hereinafter collectively referred to as "**the said Premises**".

(iii) On or before execution of this Agreement, out of the Sale Consideration, the Allottee/s has/have paid to the Promoter/Developer, a sum of Rs. []/- (Rupees [] Only) along with the applicable GST to the Promoter/Developer and the balance Sale Consideration of Rs. [] (Rupees [] only) shall be paid by the Allottee/s to Promoter/Developer as per "**Annexure I**";

Each of such installments shall be paid by the Allottee/s within a period of 7 days from the date of intimation by the Promoter/Developer. Time for payment of each installment is the essence of the contract.

(iv) The Allottee/s hereby agree/s, confirm/s and undertake/s that intimation forwarded by the Promoter/Developer, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that non-receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount or amounts.

(v) The Sale Consideration shall be payable by the Allottee/s to Promoter/Developer in the Bank Account indicated by the Promoter/Developer ("**the said Account**"). In case of any



financing arrangement entered by the Allottee/s with any financial institution with respect to the said Flat, the Allottee/s undertake/s to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Consideration due and payable to the Promoter/Developer through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favor of the said Account. The Allottee/s shall satisfy the Promoter/Developer either through its banker's commitment or in such other manner as shall be determined by the Promoter/Developer with regard to the security for the payment of each instalment of the Sale Consideration. The Promoter/Developer shall be entitled to change the said Account by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account. Any payments made in favor of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee/s, in which event without prejudice to the right of the Promoter/Developer to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") on the amounts due, the Promoter/Developer shall be entitled to terminate this Agreement and forfeit 10% of the Sale Consideration along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Allottee/s within 30 (thirty) days from the date of such termination of this Agreement.

- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to said Flat and/or



		this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Services Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee/s alone and the Promoter/Developer shall not be liable to bear or pay the same or any part thereof. (vii) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Flat including on this Agreement and expenses on all documents for sale and / or transfer of the said Flat. It is clarified that the stamp duty on this Agreement and all other expenses such as registration charges, GST, etc. shall be borne by the Allottee/s alone. (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time. The Promoter / Developer undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/ Developer shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments. (ix) The Allottee/s authorize/s the Promoter/Developer to adjust/appropriate all payments made by him/her/them
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		under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter/Developer may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter/Developer to adjust his/her/their payments in any manner. (x) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other Allottee/s of the Real Estate Project are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Flat that shall be provided by the Promoter/Developer are listed in the "Annexure III hereto. (xi) On a written demand being made by the Promoter/Developer upon the Allottee/s with respect to the payment of Installments and all other taxes as mentioned hereinabove or any other amount payable in terms of this Agreement, the Allottee/s shall pay such amount to the Promoter/Developer, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. (xii) If the Allottee/s enter/s into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter/Developer under this Agreement, in the same manner detailed in this Clause 3. (xiii) The Promoter/Developer has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter/Developer the said Flat on the basis of the carpet area plus area of the dry balcony and balcony/deck, and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter/Developer is agreed on the basis of the same. (xiv) Time is of the essence for the Promoter/Developer as well as the Allottee/s. The Promoter/Developer shall abide by the time schedule for completing the Premises and handing over the said Flat to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common
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		areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written. (xv) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same. (xvi) The Allottee/s agree/s and confirm/s that in the event of delay / default in making payment of the GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter/Developer, then without prejudice to any other rights or remedies available with the Promoter/Developer under this Agreement, the Promoter/Developer shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter/Developer. (xvii) Notwithstanding anything contained herein, the Allottee/s each payment made by the Allottee/s shall be allocated at the discretion of the Promoter/Developer, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter/Developer to appropriate any amounts received from the Allottee/s towards the payment of any instalments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter/Developer. (xviii) The Promoter/Developer may in its discretion (subject also to availability) allot parking spaces/slots being either single /stack (as may be determined by the Promoter/Developer) in the Real Estate Project and the same shall be limited common areas and facilities. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the car parks by the Promoter/Developer and/or the Society and shall pay such outgoings in respect of the
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		said Car Parking Space as may be levied by the Promoter/Developer and / or the Society, as the case may be. The Allottee/s agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections of parking done / to be done by the Promoter/Developer for itself and for other allottees/purchasers in the Real Estate Project. (xix) The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MHADA/MCGM at the time of sanctioning the said plans or thereafter. (xx) If the Allottee/s fail/s to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter/Developer interest at the Interest Rate equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public or as per RERA Rules.
18	4	FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE REAL ESTATE PROJECT ON THE SAID PROPERTY: The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter/Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals hereinabove and as depicted in the building / layout plans, proformas and specifications and Allottee/s has/have agreed to purchase the said Flat based on the unfettered and vested rights of the



		Promoter/Developer in this regard.
18	5	<u>FSL, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE PROPOSED FUTURE AND FURTHER DEVELOPMENT OF THE SAID PROPERTY:</u> The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter/Developer proposes to develop the Real Estate Project on the said Property (by utilization of the full development potential) and develop the same in manner more particularly detailed in the Recitals above constituting the Disclosed Layout and the further development and Allottee/s has/have agreed to purchase the said Flat based on the unfettered and vested rights of the Promoter/ Developer in this regard. The Allottee/s further agree and consent to sharing the common areas, facilities and amenities, as specified in the Third Schedule, with the allottees of the flats proposed to be constructed by the Promoter/Developer, as part of the Proposed Future and Further Development of the said Property, as if the allottees of the flats are allottees under the said Real Estate Project.
22	8	<u>VOLUNTARY CANCELLATION BY ALLOTTEES:-</u> In the event, the Allottee/s desire/s to cancel the allotment of said Premises for any reason whatsoever, then Promoter/Developer shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee/s shall not be entitled to such amount paid by him/her/them/it to Promoter/Developer. The Allottee/s shall also have to bear and pay to Promoter/Developer, at the time of cancellation, the brokerage charges (if the said Premises is purchased through the broker) which brokerage shall have been already paid by Promoter/Developer to the broker. The Promoter/Developer shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by Promoter/Developer from the Allottee/s till the time of such cancellation. The Promoter/Developer shall return the balance amount from the Sale Consideration (if any) to the Allottee/s within 30 (thirty) days from the date of sale of the said Flat to a prospective purchaser.
25	12	<u>FACILITY MANAGER:</u>



- (i) The Promoter/Developer has the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Property/ the said New Building, such decision shall be final and binding. The Promoter/Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said New Building and /or the said Property and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
- (ii) The Promoter/Developer shall have the right to designate any space on the said Property and/or the said New Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said New Building. The Promoter/Developer shall also be entitled to designate any space on the said Property and/or in the terrace of the said New Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said New Building and / or in any other buildings.
- (iii) Notwithstanding any other provision of this Agreement, the Promoter/Developer has right to and shall be entitled to nominate any person ("Facility Manager") to manage the operation and maintenance of the said New Building, common amenities and facilities on the said Property after the completion of the development of the said Property. The Promoter/Developer has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee/s / occupiers of the premises in the manner as may be determined by the Facility Manager and / or the Promoter/Developer, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agree/s that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter/Developer or towards the maintenance charges determined by such agency and / or the Promoter/Developer. It is agreed and understood by the Allottee/s that the cost of maintenance of the said New



		Building shall be borne and paid by the allottees of the flats in the said New Building alone. (iv) The Allottee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter/Developer and/or the Facility Manager and/or the Society, including without limitation, payment of the Allottee's/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and/or the said New Building constructed thereon.
26.	13.	<u>ALLOTTEE/S AND GRANT OF MEMBERSHIP TO THE SOCIETY:</u> (i) The Society i.e. Rang Rekha Co-Operative Housing Society Limited, a co-operative housing society constituted under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder is the owner of the said Property. (ii) The Allottee/s herein along with the other allottees of Promoter/Developer's premises in the said New Building, will be admitted as members of the Society. (iii) The Allottee/s shall from time-to-time sign and execute the application for membership of the Society and all other papers, forms, writings and documents necessary to become new member/s of the Society, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter/Developer within 7 (seven) days of the same being made available to the Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required to update the records of the Society. (iv) The Promoter/Developer shall be at a liberty to change the name of the Society, if necessitated. (v) Post handing over of the charge, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. (vi) The cost, charges, expenses, levies, fees, taxes, duties, including registration charges, with respect to the addition of members to the Society, including in respect of (a) any documents, instruments, papers and writings,



		(b) professional fees charged by the Advocates & Solicitors engaged by the Promoter/Developer for preparing, drafting and approving all such documents, shall be borne and paid by the Allottee/s and other Allottee/s, and the Promoter/Developer shall not be liable toward the same.
27.	14.	<u>HANDING OVER OF DETAILS AND DATA PERTAINING TO PROMOTER/DEVELOPER'S PREMISES AND REAL ESTATE PROJECT AMENITIES TO THE SOCIETY:-</u> (i) It is specifically agreed between the Parties that upon receipt of all the amounts and charges payable by the Allottee/s to the Promoter/Developer and to the Society for being admitted as a member under this Agreement, the Allottee/s shall be admitted as member(s) of the Society and the Allottee/s hereby agrees that he/she/they shall provide and execute all such documents/forms as may be required by the Promoter/Developer and/or Society. Upon the Allottee/s being admitted as member of the Society, the Allottee/s shall be entitled to all liabilities and benefits as member thereof. All costs, charges and expenses incurred in connection with the admission of the Allottee/s as member of the Society as well as the costs of preparing, engrossing, stamping and registering all deeds and documents as may be required to be executed by the Promoter/Developer and by the Allottee/s, including registration charges, GST, etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter/Developer for preparing and approving all such documents shall be borne and paid by the Allottee/s. The Promoter/Developer shall not be liable to make any contribution towards such expenses. (ii) For this purpose, the Allottee/s shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for membership of the Society and for becoming a member thereof, and shall duly fill in, sign and return to the Promoter/Developer within 7 (seven) days of the same being made available to the Allottee/s and pay requisite charges for Shares, membership fees and pro rata contribution towards the Society's corpus fund, so as to enable the Society to admit the Allottee/s as member of the Society. The



		name of the Society shall continue be "Rang Rekha Co-operative Housing Society Ltd". (iii) The Society shall admit all allottees of flats in the New Building of the said Real Estate Project as members, in accordance with its bye- laws. (iv) The Promoter/Developer shall be obliged to join as a member of the Society in respect of unsold flats in the building of the Real Estate Project, if any. No fees or any amounts shall be charged by the Society from the Promoter/Developer or the purchasers of the unsold flats, save and except as stated in the Development Agreement. (v) Post receipt of full Occupation Certificate, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co- operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
36.	24.	<u>NOMINEE:</u> (i) The Allottee/s hereby declare that on the death of either or both/all the Allottee/s, the Nominee/legal heir/successor shall assume all the obligations of the either or both/all the Allottee/s, as the case may be, under this Agreement and in respect of the said Flat, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter/Developer shall only recognize the Nominee/legal heir/successor substituted by the Allottee/s (if such substitution has been intimated to the Promoter/Developer in writing) and deal with him/her/them in all matters pertaining to the said Flat, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s. (ii) The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc.
37.	26.	<u>THE ALLOTTEE/S HEREBY REPRESENT/S AND WARRANT/S TO THE PROMOTER/DEVELOPER THAT:</u> a. he / she / they / it is / are not prohibited from acquiring the said Flat and the right to use the said Car Parking Space/s under any applicable law



		or otherwise; b. he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be; c. no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties; d. none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.; e. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against him / her / them; f. no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties; g. he / she / they has / have not compounded payment with his / her / their/ its creditors; h. he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months; i. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
38.	27	It is abundantly made clear to the Allottee/s who is/are a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank



of India or any other applicable law from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter/Developer accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter/Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

The Allottee/s is/are aware of the following:-

- i) The Allottee/s is/are aware of that the Promoter/Developer has paid to MHADA/MCGM the premium towards condoning of open space deficiencies/inadequate height of habitable room/inadequate maneuvering space etc.
- ii) The Allottee/s is/are aware of various concessions, approvals granted to the Promoter/Developer at the time of construction of the Proposed New Building including the open space deficiency. The Allottee/s is/are aware that the Proposed New Building is being constructed with deficient open spaces (which deficiency has been condoned by the MCGM). The Allottee/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Plot or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.
- iii) The Allottee/s is/are aware of various declarations and/or undertakings that the Promoter/Developer has executed in favor of various authorities including the MGCM for the purpose of obtaining various approvals, concessions and sanctions for the purpose of and with an objective of undertaking the development and construction on the said Plot. The Allottee/s confirm/s that the Allottee/s has/have read and understood the same and the contents thereof and the Allottee/s further acknowledge/s that as one of the acquirers of premises in the Proposed New Building the Allottee/s may be bound by such undertakings and/or declarations executed by the Promoter/Developer and the Allottee/s hereby irrevocably agree and undertake with the Promoter/Developer to comply with



		the same and not to commit any breach or violation of the same.
43, 44.	43.	<u>INTERPRETATION:</u> i. In this Agreement where the context admits; ii. any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced; iii. any reference to the singular shall include the plural and vice-versa; iv. any references to the masculine, the feminine and the neuter shall include each other; v. any references to a "company" shall include a body corporate; vi. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears; vii. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time; viii. the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs; ix. each of the representations and warranties provided in this



		Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause; x. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business working day, then the period shall include the next following business working day; xi. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; xii. references to a person (or to a word importing a person) shall be construed so as to include: - an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity); - that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and - references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives. xiii. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.
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Thanking you,

Yours faithfully,

For M/S. ASHAPURA INFRATECH

For Ashapura Infratech



Partner