

DHRUVA WOOLLEN MILLS PVT. LTD.

accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

rr. The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.

ss. The Allottee/s in the said Project shall be entitled to utilize the amenity of club house situated on the Larger Property upon making payment of the requisite charges for access to and usage thereof, as may be fixed by the Promoter till the common areas and amenities are handed over to the Apex Body/Federation.

28 Nominee:

a. The Allottee hereby nominates the person/s as mentioned in **Eighth Schedule** mentioned hereunder ("said Nominee") as his/her/their nominee in respect of the said Premises. In the event of the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

b. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.



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35 Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

43. In case the Allottee/s has accepted to book the apartment under payment scheme as described in Sixth Schedule mentioned hereinunder, the Allottee/s hereby accepts the Payment Schedule and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.

44. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter is set out in Title clause and of the Allottee is/are set in **Second Schedule** hereunder written:-

45. Construction of this Agreement:

a. Any reference to any statute or statutory provision shall include:-

i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and



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- ii. any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution 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, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- b. Any reference to the singular shall include the plural and vice-versa;
- c. Any references to the masculine, the feminine and/or the neuter shall include each other;
- d. The Schedules and Annexes 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;
- e. 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;
- f. 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;
- g. References to a person (or to a word importing a person) shall be construed so as to include:



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- i. 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); and
- ii. That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

Place : Mumbai

Date: 29/08/2022

For Dhruva Woollen Mills Pvt. Ltd.


Director/Authorized Signatory

