

Ref No :- 578/2017-18

Date : 22/02/2018

To,
Mr. Vinayak Manohar Gawde,
Mrs. Veena Vinayak Gawde,
Flat No 101, Nirvana CHS (Prop.)
Nehru Nagar, Near Dabba Compound,
Kanjur Village Road, Kanjur Marg (E),
Mumbai – 400 042.

OMKAR BUILDERS

Shop No. 6/7/8, SHH Residency,
Shiva Industrial Estate,
Near Tata Power Co. Ltd.,
Lake Road, Off. L. B. S. Marg,
Bhandup (W), Mumbai - 400 078.
Tel. : 022-2596 6144 / 45
Email : vakokate@gmail.com
sssbd12@gmail.com

Dear Sir/Madam,

Sub :- Earmarking of Parking Space No:- 18 in Ground Floor, relating to Flat No 101 in the project known as Nirvana CHS (Prop), situated at Kanjur marg (E), Mumbai – 42.

Ref :- Flat No. 101, Registration No. KRL 2-8826-2012, dt: 18/12/2012

1. At your request, we have agreed to earmark for you captioned parking in our above project (here in referred to as "the said parking space"). The said earmarking and location of said parking /utility space is shown to you on plan, on terms hereinafter appearing.
2. The said earmarking of parking space is subject to confirmation and restriction in terms of bye-laws of the proposed society to be formed by the flat purchasers of the said building.
3. You have to agreed aforesaid arrangements for the said parking space and will execute documents and writings in that behalf; if any, with the proposed society being called upon to do so. You have also agreed to sign necessary writing forms papers and applications for formation and / or registration of the society / company for managing the aforesaid **Nirvana CHS (Prop)** situated in Kanjur (East) together with Flat purchasers.
4. The said Parking Space/Utility Space shall be inseparable and always be deemed to be conjoined with your Flat No 101 in the Building known as **Nirvana CHS (Prop)** situated in Kanjur (East).
5. This is the final allotment of the said Parking space made in your favour and use and enjoyment of the said parking space given to you, will be only after your membership in the society with respect of the Flat purchased by you in the said building. Unless and until you become a member of the society, you shall not claim any rights title or interest whatsoever, in the said Parking Space.



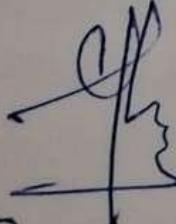
6. Save and expect said Parking space agreed to be earmarked as above, you shall have no claim over all open spaces, un earmarked parking spaces in stilt and open, un allotted terraces, gardens etc., and same will remain our property, till society is formed. In the meanwhile, we will be entitled to deal with the all open spaces, un earmarked parking spaces in ground floor & podium floors in the manner we may deem fit.
7. You have agreed and undertaken to observe rules and regulations that may be time to time be formed / stipulated by us and the proposed society for the purpose of management of the building/s, being constructed by us as aforesaid.
8. Without our and concerned proposed society's consent in writing, you shall not in any circumstances transfer your rights in respect of said Parking / Utility space earmarked under this Letter of Intent in any manner whatsoever to any third party.
9. You have agreed to perform and observe the terms conditions and covenants contained in this Letter of Intent and to keep us indemnified against any loss arising to us on account of non-observance and non-performance on your part of terms, conditions and covenant.
10. You have agreed to sign all papers and documents and do all other acts deeds matters things that we may require you to do and execute from time to time for effectively enforcing the terms of this letter and/or safeguarding our interest or interest of other Flat holders and/or allottees etc.
11. The copy of this letter is also forwarded to proposed society for society record.
12. In the event of any breach of any of the terms and conditions of this letter or on your failing to sign any papers required by us, as herein before provided, at our option, this Letter of Intent shall have stand automatically terminated, and thereupon, you shall have no claim in the said Parking space, not against us whatsoever. Our rights shall not be prejudiced in any way by reason of, we having given for complying with any off the terms under this Letter of Intent.

Please confirm on duplicate of this letter.

Yours Faithfully,
For Omkar Builders




Vaibhav A. Kokate
Partner


(HARJEV)
05-06-2018