

40. The Allottee(s) hereby authorises and permits the Developer to raise finance/loan from any Financial Institution / Bank by way of mortgage /charge/securitization of receivables of Unit allotted to him subject to the Unit being free of encumbrances at the time of execution of sale deed.
41. The Allottee(s) can avail Loans from the Financial Institutions/Banks to Finance the unit and the Developer shall extend all help for the same. However the Developer shall not be responsible in any manner if a particular Financial Institution / Bank refuses to finance the unit on any ground. The responsibility of getting the loan sanctioned and disbursed as per the Developer payment schedule and its repayment with interest accrued thereon to the Bank/financing agency will rest exclusively on the Allottee(s) and in no event the Developer shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer, as per schedule, shall be ensured by the Allottee(s) along with interest on delayed payments, if any.
42. That the Allottee(s) confirms and agrees not to hold the Developer liable under any circumstance whatsoever for any consequence(s), in the event of any Bank/Financial Institution refusing to grant the Allottee(s) a loan / financial assistance w.r.t the Unit allotted to him.
43. In case of the Allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions / Banks, the conveyance of the Unit in favour of the Allottee(s) shall be executed only upon the Developer receiving No Objection Certificate from such Financial Institutions / Banks.
44. The Allottee(s) hereby agrees and undertakes that he/she shall not at any time before or after taking possession of said Unit have any right to object to the Developer constructing or continuing the development of the said Project in the said land and/or carrying out the construction of other building(s) / structures in the said Land. Further, the Allottee(s) shall not claim any relief or stay, injunction etc. from any Court/Authority that may impede/cause hindrance to the Developer in completing the said Project or handing over possession therein to the other Allottee(s) in the larger public interest. The Allottee(s) has fully understood and agrees that he/she either individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek injunction in any manner whatsoever against the Developer or his agent(s) from developing and constructing the said Project in any manner whatsoever.
45. The Allottee(s) hereby covenants with the Developer to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of application and allotment and to keep

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the Developer and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).

46. In case the Allottee(s), is a non-resident, foreign national of Indian Origin or makes payment in any foreign currency, it is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Unit it shall be the sole responsibility of such Allottee(s) to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under the Application or Allotment Letter. Any refund, transfer of security if provided in terms of the provisional allotment / allotment letter shall be made in accordance with the provisions of 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. The Allottee(s) understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. The Developer accepts no responsibility in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Allotment letter it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee(s) only.
47. The Developer reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as Partnership Firm, Body Corporate (s) whether incorporated or not, Association or Agency by way of sale / disposal/or any other arrangement as may be decided by the Developer in its sole discretion and the Allottee(s) agrees that he/she shall not raise any objection in this regard.
48. All or any disputes arising out or touching upon or in relation to the terms of the application and/or Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled

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