

amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Delhi by a sole arbitrator who shall be appointed by the Developer and whose decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the Allottee(s). The Allottee(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Developer or is other wise connected to the Developer and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator.

49. The Allottee(s) authorises the Developer to adjust/appropriate all payments made by him/her first towards the interest or under any head(s) of dues against outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Developer to adjust his payments in any manner otherwise than as decided by the Developer in its sole discretion.
50. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants, licencees and / or subsequent purchasers/assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.
51. The Allottee(s) hereby agrees that the Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Developer's rights are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) hereby agrees to keep the Developer fully informed at all times in this regard.
52. In the event that anyone or more of the phrases, sentences, clauses or paragraphs contained herein are declared invalid by a final and un appealable order, decree or judgement of a Court, then this shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted and the construction and interpretation of the rest of the terms and conditions shall remain valid and be binding upon the Parties hereto.
53. Any delay or indulgence by the Developer in enforcing the terms mentioned herein or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and

DEVELOPER

ALLOTTEE(S)

conditions by the Allottee(s) nor shall the same in any manner prejudice to the rights, title and interest of the Developer.

- 54. The execution of the Allotment Letter and Terms and conditions will be complete and binding only upon its signing by the Developer through its Authorised Signatory at the Developer's Head Office in New Delhi after the copies duly signed by the Allottee(s) are received by the Developer. Hence this Allotment Letter shall be deemed to have been issued / executed at New Delhi even if the Allottee(s) has prior thereto signed this Allotment letter at any place(s) other than New Delhi.
- 55. The Courts / Forum(s) at Delhi alone shall have jurisdiction.
- 56. For all intents and purposes singular shall include plural.
- 57. The terms and conditions mentioned in the application shall be read and taken to be a part of this Allotment Letter as well.
- 58. The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India.

Yours faithfully,

For HERMAN PROPERTIES LTD.

(AUTHORISED SIGNATORY)

I / We hereby accept the allotment on the terms and conditions mentioned herein above.

Signature of the Allottee(s)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THOSE PRESENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES

WITNESSES NAME AND ADDRESS

WITNESSES SIGNATURE

1.

2.

DEVELOPER

ALLOTTEE(S)