

if any, in his/her name as the Company may in its discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Company to adjust his payments in any manner otherwise than as decided by the Company in its sole discretion.

12. The Company based on its approved plans from GNIDA and estimates and subject to all just exceptions, contemplates to complete construction and hand over the possession of the said Unit within a period of thirty six month from the date of booking / sanction of plans, whichever is later, which may vary for 6 months, unless there shall be delay or failure due to reasons beyond the control of the Company, due to Government Rules, Orders, Notifications etc., due to Force Majeure / unforeseen circumstances or due to failure of Allottee(s) to pay in time the price of the said Unit along with other charges and dues in accordance with the schedule of payments given in ANNEXURE "A" or as per the demands raised by the Company from time to time or any failure on the part of the Allottee(s) in abiding any or all of the terms or conditions of this Allotment letter. The possession period clause is applicable strictly on timely payments made by the Allottee(s).

13. That in case a particular unit is omitted due to change in the plan or the Company is unable to handover the same to the Allottee(s) for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the Allottee(s) or non-availability of alternate unit, the Company shall be liable to refund only the actual amount received from the Allottee(s). The Allottee(s) hereby agrees that in such case, he shall not be entitled to any damages or compensation of any nature whatsoever from the Company. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the Allottee(s) for such preferential location without any damages or compensation.

Further, timely payment is the essence of this Allotment. In case of non-payment/delayed payment of installments by the Allottee(s), the company reserves its right to allot the unit/s, which is allotted to the Allottee(s), to any other person/entity without any notice or intimation. However later on, if the Allottee(s) makes the payment with due interest as per the payment Plan opted by him, the Company may allot any other unit/s to the previous Allottee(s), subject to the availability of the unit/s with the company.

14. The Allottee(s) agrees that if the Company abandon the project or becoming unable to give possession within three years from the date of execution of this Allotment letter or such extended periods as permitted under this Allotment letter, the Company shall be entitled to terminate this Allotment letter, and in such a situation the Company's liability shall be limited to the refund of the amounts paid by the Allottee(s).
15. The Company and/or "ETIPL" in accordance with the above said arrangement, shall prepare and execute a conveyance/Sub-lease deed to convey the title of the said Unit in favour of Allottee(s) in such manner as may be permissible, only after receiving full payment of the total price of the Unit including other charges as per ANNEXURE "B", charges for the Reserved Covered Car Parking space allotted to him/her and payment of all securities including payment of Interest Free Maintenance Security payable to the Company or the Maintenance Agency, as the case may be, deposits and charges for bulk supply of electricity, interest, penal interest etc. on delayed installments, Stamp Duty, Registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Allotment letter or as demanded by the Company from time to time prior to the execution of the Conveyance/Sub-lease Deed. In case the Allottee(s) fails to deposit the Stamp Duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Company shall be free to appropriate the part of sale price paid by the Allottee(s) towards the said charges and expenses and the Allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of payments hereof. If the Allottee(s) is in default of any of the payments as set forth in this Allotment letter, then the Allottee(s) authorises the Company and/or "ETIPL" to withhold registration of the Conveyance/Sub-lease Deed in his/her favour



Shrugh
Param
X
ALLOTTEE(S)