

51. Any reference in this Allotment letter to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The terms "herein", "hereto", hereof or thereof or similar terms used in this Allotment letter refer to this entire Allotment letter and not to the particular provision in which the term is used unless the context otherwise requires. Unless otherwise stated all references herein to clauses of this Allotment letter.
52. The captions/headings in this Allotment letter are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Allotment letter or the intent of any provision hereof. The true interpretation of any matter/clauses in this Allotment letter shall be done by reading the various clauses in this Allotment letter as a whole and not in isolation or in parts or in terms of captions provided.
53. (A) If any provision of this Allotment letter is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Allotment letter shall continue to remain in full force and effect. In case of any repugnancy or difference in the terms and conditions of the Application forms submitted by the Allottee(s) and this Allotment Letter, the terms and conditions contained in this allotment letter shall be binding on both the Developer and Allottee(s). Any of the terms and conditions of the application form, which is not covered, included or superseded by the terms and conditions of this allotment letter, shall be valid and enforceable as the terms and conditions of this allotment letter.
- (B) That delay or indulgence by the Developer in enforcing the terms of this allotment letter or any forbearance or giving of time to 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 conditions of this allotment letter by the Allottee(s) nor shall the same in any manner prejudice the rights of the Developer to enforce this allotment letter.
54. The execution of this Allotment letter will complete only upon its execution by the Company through its Authorised Signatory at the Company's Head/Registered Office in New Delhi after the copies duly executed by the Allottee(s) are received by the Company. Hence, this Allotment letter shall be deemed to have been executed at New Delhi even if the Allottee(s) has prior thereto executed this Allotment letter at any place(s) other than New Delhi.
55. That all notices to be served on the Allottee(s) and the Company as contemplated by this Allotment letter shall be deemed to have been duly served if sent to the Allottee(s) or the Company by Registered Post at the addresses mentioned at the start of this allotment letter. Moreover, at any point of time, due to any reason, company corresponds with any one of the Allottee(s) in case of joint applicants, it shall be deemed that the company has communicated and served the communication to all the Allottee(s). It shall be the duty of the Allottee(s) to inform the Company of any change subsequent to the execution of this Allotment letter in the address, mentioned in the beginning, by Registered Post, failing which, all communications and letters posted at the address mentioned in the beginning, shall be deemed to have been received by the Allottee(s).
56. All or any disputes or differences arising out of or touching upon or in relation to the terms of this Allotment letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee(s) shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The same can be referred by the Developer or the Allottee(s), for adjudication, to a sole arbitrator, to be appointed by the Company, whose decision shall be final and binding upon the both. 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, and shall take place in Greater Noida. Subject to the arbitration, the High Court of Judicature at Allahabad and the courts subordinate to it shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee(s).



DEVELOPER

Ash Singh
Paramjeet
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ALLOTTEE(S)