

responsibility on behalf of the transferee, to pay the transfer charges as may be levied by GNIDA at any point of time, in case the transferee fails to pay the same as and when required to pay.

- 31. The Allottee(s) agrees that the Company shall have the right to transfer ownership of the said complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale/disposal/ or any other arrangements as may be decided by the Company without any intimation, written or otherwise to the allottee(s) and the Allottee(s) shall not raise any objection in this regard.
- 32. The Company shall not be responsible towards any third party, who has made payments, remittances to the Company on behalf of the Allottee(s) and such third party shall not have any right and/or claim in the said Unit or towards the company in any manner whatsoever, except as may be specifically consented to by the Company. The Company shall issue the payment receipts only in favour of the Allottee(s). However, the third party can not raise his/her/its objection after the expiry of 15(fifteen) days of the clearance of the cheque/s about the payment or remittances to the company on behalf of the Allottee(s). The Allottee(s) indemnifies the Developer against all the claims/damages/interest/compensation etc. in any manner whatsoever, by the third party on account of payment made by him on behalf the Allottee(s) to the Developer.
- 33. (A) That in case the Allottee(s) want to avail of a loan facility from any bank/ financial institution/agency to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following:
  - (i) The Allottee(s) shall arrange/avail the loan facility from Bank/Financial Institution/Agency at his own and the Company shall not be responsible or liable for the same in any manner whatsoever, and the Allottee(s) shall not be entitled to any leverage or concessional treatment from the Developer.
  - (ii) In such case the Allottee(s) shall ensure that the Installment as stipulated in payment plan has been paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
  - (iii) If the installment(s) are not paid on due dates as stipulated above, the Company shall be entitled to recover the interest on late payment notwithstanding anything contrary to this contained in any other agreement among the Developer, the Allottee(s) and the Bank/Financial Institution/Agency.
  - (iv) In case the Bank/Financial Institution/Agency makes the lump sum payment of the cost of unit, the Company shall not be liable to pay the interest or any other charges to the Allottee(s) for receiving the payment before due dates.
  - (v) In case of non-sanction of loan, the Allottee(s) shall ensure to pay the installments as per the payment plan, failing which, the Allottee(s) shall be governed by the provisions of clause 27 above and other clauses of this allotment letter.
  - (vi) The Developer would not be a party, in any case whatsoever, for any defaults of repayment of above said Loan/funds taken by the Allottee(s) from bankers/Financiers. In case there is any delay in payment of installments by the bank/financial institutions/agency and/or Allottee(s), in either case it shall be treated as a default on the part of the Allottee(s), and the Allottee(s) alone shall be liable to pay penalty to the Developer/Company on the delayed installments as per the terms of the allotment letter.
  - (B) The Allottee(s) agrees that the company shall have the first charge/lien on the said Unit for the recovery of all its dues payable by the Allottee(s) under this Allotment letter and such other payments as may be demanded by the Company from time to time. Further the Allottee(s) agrees that in the event of his/her failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge/lien by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof. The Company undertakes to refund on demand from the bank/financial institution, the loan amount



Mungh Parciam Seet

ALLOTTEE(S)