

18. The price of the unit stipulated herein is based on All India Whole Sale Index for all commodities as ruling in If however, during the progress of the work, escalation in cost takes place which will be based on All India whole Sale Index for all commodities the effect of such increase as assessed by the company and intimated to the intending allottee(s) shall be payable by him/her/them over and above the price. Calculation of escalation will be done as mentioned in escalation clause of the Allotment Letter/Agreement. The decision of the company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be charged and covered by the company from the intending allottee(s) within one or more of the installments or separately.
19. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
20. Any dispute or differences arising out of/touching and/or concerning this transaction which may arise between the Company and the allottee during currency or expiry of this transaction, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceeding shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996.
21. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the Courts where property under subject to sale is situated.
22. The intending allottee(s) agree(s) to pay the total basic sale price and other charges of unit as per the payment plan (Down Payment/Flexi/Installment Plan) opted by him/her/them.
23. The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas.
24. The intending allottee(s) shall also not change colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. This clause is applicable only in cases where the constructed unit is allotted to the allottee(s).
25. The allottee shall not use the premises for any activity other than the use specified for.
26. In case there are joint intending allottees all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has/have agreed to this condition of the company.
27. The intending allottee(s) agree(s) that the sale of the unit is subject to force majeure clause which inter alia include delay in construction and/or handling over the possession on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions/clearances from statutory body, or if non delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event the company shall be entitled to reasonable corresponding extension of the time of delivery of possession of the said premises on account of force majeure circumstances.

The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the allottee(s) for the period of delay/suspension of scheme.

In consequence of the Company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) without any interest or compensation whatsoever.

I/we have fully read and understood the above mentioned terms and conditions and agree to abide by the scheme.

Date:.....

Place:.....

Signature of the Intending Allottee(s)