

TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee(s) has/have applied for allotment of a residential/commercial unit with the full knowledge and subject to the laws/notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her/them.
2. The intending allottee(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Company in the said land on which the unit will be constructed and has/have understood the obligations in respect thereof and there will be no more investigation or objection by the intending allottee(s) in this respect.
3. The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by the competent authority and the intending allottee(s) hereby gives his/her/their consent to such variation/addition/alterations/deletion and modification.
4. The company shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme.
5. The intending allottee(s) shall not be entitled to get the name replaced without the prior approval of the Company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible.
6. The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She/We also agree(s) to make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Lucknow only.
7. The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 20% of the basic sale price of the unit will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillment of these terms and conditions and those of Allotment Letter/Agreement as also in the event of failure by the intending allottee(s) to sign the Allotment Letter/Agreement within the time allowed by the Company.
8. The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payments and the company reserves its right to forfeit the earnest money in event of irregular/delayed payments/non fulfillment of, terms of payment and the allotment may be cancelled at the discretion of the Company.
9. At present, the safety measures have been provided as per existing fire code/regulation.
10. The intending allottee(s) agree(s) to reimburse to the Company and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and/or the building as the case may be, from the date of allotment.
11. The company shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to force majeure circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan applicable to him/her/them. The Company on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
12. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and up keeping of the unit and providing the various services as determined by the Company or its nominated agency as and when demanded by the company or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Buyers.
13. The Sale Deed shall be executed and got registered in favour of the intending allottee(s) within the reasonable time after the completion of development work/construction at the site and after receipt from his/her/them full price and other connected charges. The cost of stamp duty and registration/mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges/Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed/Mutation of the unit in favour of the intending allottee(s).
14. The intending allottee(s) shall get his/her/its complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/her/their address(es), failing which all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.
15. The Company shall have the first lien and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the company.
16. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction thereon and this proposal shall not give to the allottee(s) any right or interest therein.
17. The allotment of the unit is entirely at the discretion of the company.