

# Terms & Conditions

1. That the builder will be responsible to complete all relevant papers including construction work of the said apartment and shall execute sale deed (Registration)/Transfer formalities of the above said apartment in the name of allottee on the date as mutually agreed between both the parties. Physical possession of the said apartment complete in all respect shall be delivered by the builders to the allottee.
2. That if the payment of instalment, as per agreed schedule of the balance payment is not paid by the allottee up to one month, then 10% of the due instalment shall be charged as penalty, and if the allottee fails to pay instalment up to consecutive two months or back out from the deal, then agreement will be revised as per prevailing rates at that time OR amount shall be refunded by the builder to the allottee after the deduction of 20% of the total price of the unit after completion of the project.
3. That the builder have the right to change, alter, or modify design of the building, increase the size of the apartment as per requirement of the Architect, Structural Engineer or due to construction requirement, and allottee hereby confirm that he will have no objection to it whatsoever, and he will remain bound to make payment of any additional area added to his apartment on the agreed rate.
4. That commencing from date of notice given by the builder to the allottee that the apartment is ready for use and occupation, the allottee shall liable to pay taxes, land rent, if any utility bills and maintenance charges. The possession of the apartment will rest with the builder until the allottee makes full payment and maintenance charges.
5. That the maintenance of the entire building shall be with builder or any other person/Company authorized/selected by the builder for such maintenance services. All allottees shall have to sign the standard maintenance agreement with builder before taking over possession of the apartment. The clause of the maintenance agreement shall not be altered at the request of any.
6. That the actual physical possession with all rights of enjoyment and dealing with the property will be handed over to the allottee on payment of the entire consideration amount along with all other charges, dues maintenance charges, taxes, levies duties etc. if any.

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7. That upon possession of the apartment being given to the allottee with all rights to enjoy and use they shall have no claim against the builder as to any of item of work, quality work, materials, installations etc. in the said space or any other ground whatsoever and claim if any shall be deemed to have been waived.
8. That the corridors provided at each floor shall not be used any allottee for his personal use or for any other purpose.
9. That the property rights of the exterior wall of the building rest with the builder. To avoid different types of colors, shades and designs of the outside wall of the building, any change in the color scheme of the exterior wall shall not be permitted, similarly, projection/hooks/nails etc. will not be allowed to be constructed/fixed on the exterior wall of the building.
10. That the builder has right to construct additional floors.
11. That the roof rights shall be the sole property of the builder.
12. That the annual property tax charges by the concern authorities will be equally distributed among the allottees.
13. That the Allottee shall be responsible for all applicable taxes, transfer fee, society fee, etc. pertaining to purchase of apartment.
14. That concerned authority is responsible to provide electricity for the said building, if due to some reasons concerned authorities fails to do so the same then all expenditures incurred thereon shall be equally distributed among all the allottees of the building.
15. That the allottees shall comply with and abide by the rules, regulations, by-Laws, order and/or direction that may be issued by the concerned authorities from time to time.
16. That there will be no escalation of the price for the apartment except due to unavoidable circumstances beyond the control of the builder such as war, natural calamity, civil commotion, charge in the fiscal policy or imposition of new taxes by the Federal Government etc.

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17. That charges levied by the statutory authorities or any other bodies/Federal Govt. or any other authority towards tax/property taxes or any other taxes levies or charges shall be payable by the Allottee. However if assessment of tax (property Taxes) or any other taxes is not made separately respective space of each buyer and consolidated demand is made on builder then in that event each space allottee will pay the proportionate share to the Builder on the basis of area of space or annual letting value as the case may be.
18. That apart from the price of the apartment, the allottee shall also pay documentation charges for transfer/registration of said apartment.
19. That there shall be a transfer fee applicable for re-sale of the apartment to cover the cost of document and other misc expenses allottee shall pay the transfer fee to the builder for the mentioned service.
20. That the Allottee will not make any structural additional/alteration in the apartment or other part of the building without written permission from the builder.
21. That the Allottee of the apartment shall not put to use the built-up space purchased by it for the purpose, which is not authorized as per sanctioned plans for the building, further the allottee of the apartment shall not carry out any activity in its space which is a cause of nuisance to the other property allotted within the as well as outside the said building.
22. That the allottee will also comply with the terms of application from already signed and submitted earlier.
23. That the final letter of allotment will be issued on receipt of total payment and fulfillment of the aforementioned terms and conditions.