

# Terms & Conditions



1. Buyer(s) shall make each installment payment on time as per Purchase Contract; extensions granted only upon written request and approval by the Company.
2. Final sale of unit and transfer of title requires remittance to Developer of complete Purchase Price and all other fees, dues, and expenses of every kind. Upon final payment(s), Title Transfer and Ownership of unit is conveyed in writing from Developer to Buyer(s).
3. No Escalation: There shall be no increase in the contracted price of the unit at time of booking, provided all installment payments including principal and interest are paid by the applicant, strictly in accordance with the contracted payment schedule. The total price of the Shop/Apartment as per schedule of payment is based on per Sq. Ft. Rate, subject to actual measurement of the premises which will be determined upon completion of premises prior to Buyer(s) possession and move-in.
4. The buyer(s) will not transfer, sell, rent, lease, or in any way obligate or encumber any unit with respect to any third parties prior to completion of sale without prior written permission of the Developer/company. The company may allow such transfer only, before the execution of the Registry, in favor of prospective buyer(s)/allottee(s) on receipt of payment of all outstanding dues, fees, and transfer charges then payable in connection with documentation provided and services then rendered by the company.
5. If a buyer has booked more than 1 unit in the project and during the period in which installment are due and paid, and wishes to surrender any unit and transfer the amount paid to the unit in question, an additional fee of 15% of the total sale price of the unit will be applied to the Final Purchase price.
6. Should an applicant/buyer under contract surrender his/her unit or should the unit purchase agreement be cancelled pursuant to clause (5) above, monies then paid will be refunded to the applicant after resale of unit and deduction of 20% of the total agreed price of unit to cover processing, service, and establishment charges. This deduction will be made from funds paid by the applicant with any refunds credited after completion of project and the completion of sales of all project units.
7. The applicant shall remit contracted installment payments quarterly on or before the 5<sup>th</sup> of each quarter month. Late payments will automatically incur a late payment charge levied at prevailing commercial interest rates for all costs, fees, and dues as contracted and agreed to at the time of BOOKING. If the applicant fails to pay the dues with late payment charge within the specified period in FINAL NOTICE, the purchase contract will be cancelable as per term (6) of the Application Form.
8. The applicant will pay Allotment/Registry expenses, documentation charges and all other ancillary and miscellaneous fees/agencies as and when required by the Company within the prescribed period. The cost of unit does not include registration charges and legal expenses, electric and meter connection charges. Such charges shall be paid by the applicant on demand.
9. The Company shall be responsible for the maintenance of the project commencing from the date of transfer of title and buyer(s) possession of the first unit occupied in the project. Allottee is liable to pay the maintenance charges as decided by the Company.

10. The Company shall make all efforts to complete the project within the currently projected schedule period. In case of any interruption due to strike, riots, war, natural calamities or elements of force majeure beyond the control of the Company, the company shall be at liberty to revise the construction schedule.
11. As soon as the respective premises is ready for possession and/or occupancy, the buyer(s) accept responsibility for monthly payments or upon demand from the concerned authorities, the excise and taxation dues, property taxes, water conservancy charges, ground rent, services/utility bills (i.e., electricity, water, and others), directly to the concerned authorities individually or collectively with other applicants, via the formation of an appropriate Home Owners Association or committee.
12. The Company accepts no responsibility for and buyer acknowledges the possibility of rate/tariff changes by local, service, or utility authorities from the point of purchase forward. Buyer(s) accept responsibility to remit any and all rates required by the concerned authorities.
13. After the project is completed, an Estate Maintenance Company will be formed to ensure proper and timely maintenance of all property facilities. The expenses of the maintenance protocols will be assessed to all units on a pro-rata per-square-foot basis on a monthly basis (this apply on both Shops and Apartments).
14. Where square footage of any unit exceeds the approximate dimensions described in Unit plan, Buyer(s) shall pay the price for excess area as per agreed per sq. ft. rate on demand made by the developer.
15. The Developer retains and reserve all rights at all time for reasonable inspection of top floor, roof top of the Building/Project with respect to construction of additional floors, erecting and fixing of any neon-signs etc. and use it in any manner.
16. Buyer(s)/occupants shall use the unit for reasonable and designated purposes only and shall not misuse the unit or amenities/ facilities provided by the Developer at the Project.
17. The Purchaser(s) shall not carry out any addition or alterations involving the structure of the Unit/ Building. Nor shall he/she have a right to change elevation of the Building or any part thereof under any circumstances.