





**TERMS & CONDITIONS FOR ALLOTMENT**

1. The intending allottee(s) has/have applied for allotment of a residential unit with the full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the company and understood by him/he/them.
2. The intending allottee(s) has/have fully satisfied himself/herself/themselves about the title of the Company in the said land on which the unit will be constructed and has/have understood 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, alteration, 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/alteration and modification.
4. The Company shall have the right to effect suitable and necessary alternations 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 numbers, dimensions, height, size, area layout or change of entire scheme as approved by the Development Authority.
5. The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place 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 built up 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 draft/cheques drawn upon and payable at Lucknow only.
7. The company and the intending allottee(s) hereby agree that the amount paid with the application for booking and in installment as the case may be, the extent of 10% of the basic sale price of the unit will collectively constitute the earnest money (i.e. booking amount). 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 time allowed by the Company.
8. After receiving 10% amount of Basic Sale Price of the unit booked by the allottee, Agreement to Sale shall be registered at the office of the Sub-registrar.
9. 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 payment and the Company reserves its right to forfeit the earns 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.
10. At present, the safety measures have been provided as per existing fire code/regulation.
11. The intending allottee(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.
12. 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 total unit price due and payable up to the date of possession according to the payment plan applicable to his/her/their. 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 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.
13. 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.
14. 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).

Signature of the Intending Allottee(s)

15. The intending allottee(s) shall get his/her/its complete address 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.
16. 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.
17. In case of cancellation developer has full right to forfeit the earnest money (i.e. booking amount).
18. 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.
19. The allotment of the units entirely at the discretion of the Company.
20. The intending allottee(s) undertakes to abide by all the laws, rules and regulation or any law as may be made applicable to the said property.
21. Any dispute or difference 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 proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act. 1996.
22. 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.
23. 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/ Installment Plan) opted by him/her/them.
24. 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.
25. 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).
26. The allottee shall not use the premises for any activity other than the use specified for.
27. 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 purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottee(s) has/have agreed to this condition of the company.
28. The intending allottee(s) that the sale of the unit is subject to force majeure clause which interalia include delay 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 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/clearance from statutory body or if non delivery of possession is as a result of any notice, order, rules or and in any of the aforesaid event the company shall be entitled to a 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)