

Terms & Conditions

1. INDIA INFRAHITECH PVT. LTD. shall herein after be called Company/Promoter/Developer.
2. I/We have applied for allotment of a Residential Flat in " ROHIT HEIGHTS" with full knowledge and subject to all the laws/notifications and applicable to the city of Lucknow in general and Group Housing Project in particular which have been explained by the promoter/developer understood by me/us
3. I /We have satisfied myself/ourselves about the interest and title of the promoter/developer in the land on which the said complex is constructed. I/We have agreed that there will not be any further investigation or objection by me/us in this respect.
4. I/We have seen, understood and agreed with the plans, designs, specifications which are tentative and are kept at the promoter/developer Administrative office and agree that the promoter/developer may make such variations, additions, alterations and modifications therein as it at its sole discretion deem fit and proper or as may be done by any competent authority and I /We the intending allottee(s) hereby give my consent to such variations, additions, alterations and modifications. I/We have also seen the specifications and information as to the material used in the construction of the Residential Flat as set out in the brochure which are also tentative and the promoter/developer may make variations and modifications therein as it may, at its sole discretion, deem fit and proper or as may be done by any competent authority and I/We by give my/our consent to such variations and modifications.
5. I/We agree that the allotment of the Flat shall be provisional in the first instance, the promoter/developer shall have the right to effect suitable and necessary alteration in the layout plan of the building or block of buildings, or payment plan of blocks if and when found necessary, alterations any involve all or any of the following changes, namely change in the position of the flat, change in block /building/floor, change in number of Flat, change in dimension or change in its area. To implement any or all of the above changes, supplementary agreement(s) or change exchange of letters if necessary will be executed. If there is any increase/decrease in the areas, the rate per sq.ft. and other charges applicable to the changed area at the same rate at which the unit was booked. Final adjustment will be made at the time of possession. On any reason the promoter/developer is not in a position to allot the property applied for, the promoter/ developer shall refund the amount deposited with simple interest as applicable in Nationalised Banks for the period the amount remained with the promoter/developer.
6. After allotment of the Flat by promoter/developer an agreement of sale may be executed between the promoter/developer and purchaser on standard agreement of sale prepared by the promoter/developer, which I /We have perused and agreed. (certified copy of which has been provided for inspection & perusal at your office) and I /We give my /our consent and agree to the same without any modification.
7. I /We shall not be entitled to transfer the Flat to any third party without first paying the entire sale consideration to the promoter/developer. With the permission of promoter/developer assignment can be effected for which the charges will have to be paid, as fixed by the promoter/developer. Further I /We shall be bound by all the terms and conditions of the allotment letter issued to the first named allottee.
8. I /We agree to pay the price of the flat and other charges on the basis of the super area i.e. covered area of my/our flat as also prorate share of circulation area of the building.
9. I /We agree to pay the balance amount in accordance to the instalment plan as per the schedule. I /We understand that the timely payment is the essence of the transaction. Each instalment would be paid by the 7th of the month due or within 15 days from the date of sending the communication in regard to the construction activity given by the promoter/developer to me/us as per the schedule/ in case of default. I /We would be liable to pay the promoter/developer interest for delay @24% per annum. If the default is in excess of three consequent months for any one or more instalments the promoter/developer shall have right to cancel the allotment and I /We would only be entitled to get back the total money so paid by me/us with interest up to the date of default, but with a deduction of 20 % of the sale price of allotted Flat for incidental expenses. Further the discretion of accepting the delayed payment with interest shall exclusively be that of the promoter/ developer. Delay in payment will result in delay in possession which the promoter/developer will not be responsible.
10. The Flat to be allotted to me/us would be completed and its possession would be handed over to me/us within the agreed time period. If the time period is agreed the standard time period as determined by the promoter/ developer will apply from the date of booking provided each instalment is paid in time. However an extension of 6 months will be allowed to the promoter/developer by the me/us in case it is required by the promoter/developer. It is understood and agreed that except the area of Flat sold by the promoter/developer rest of the area/portion shall remain the property of the promoter/developer who shall be at liberty to use it either for commercial purpose or for general public use as it deems fit and proper.

- 11.) /We shall additionally pay on demand to the promoter/developer my /our proportionate share of the cost for external development etc. demanded.
- 12.) /We agree to pay to the promoter/developer extra charges on any additional facility provided by the promoter/developer in future /during construction.
13. The fire fighting system will be provided in the building as per the list available at the office of the promoter/ developer which has been seen and read by me/us. In addition, if due to subsequent legislation/Govt. order or directives or guidelines or if deemed necessary by the promoter/developer in further fire safety measures are under taken the proportionate charges in respect thereof shall also be payable on demand by me/us.
14. Till such time as full payment of sale price and other charges/dues remain unpaid I /We covenant with the promoter/developer that I /We shall have no objection to the promoter/developer raising finance /loans /securities from /with the financial institutions against receivable for the construction of my/our Flat.
15. The promoter/developer's permitted assign or nominee or agent shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some body corporate or other agency for maintenance. Service charges (including levy for replacement of machinery and equipment for common services) as determined by the developer and there after by the aforesaid body corporate or agency shall be borne and payable by me/us in the manner so decided. I /We shall also deposit such amount as interest free security deposit as the promoter may decide to enable it to render and maintain such common services and I/We agree to execute the agreement etc. in relation thereto which has already been seen, understood and agreed upon by me/us.
16. (a) The expenses for execution of any legal document such as agreement, sale deed etc. legal fee and other miscellaneous charges, stamp registration charges etc. shall Not be borne by me/us. (b) Cost of complying with statutory requirements including government duties, demurrage levies service tax etc. as imposed by State/Central Government/Development Authority from time to time would Not be payable by me/us or on a rate super area basis.
17. I /We hereby covenant with the promoter/developer to pay from time to time and at time and all times, the amount which I /We am/are liable to pay as agreed, and to observe and perform all the covenants conditions of booking and sale and to keep the Company and its agents and representatives, estate and effect indemnified and harmless against any loss or damages that the promoter/developer may suffer as a result of non payment, non observance or non performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the promoter/developer.
18. The promoter/developer/financial institution shall have first charge on the said Flat for all its dues and other sums payable by me/us to the promoter/developer.
19. I /We shall get my /our complete address registered with the Promoter/Developer at the time of booking and it shall be my/our responsibility to inform the promoter/developer by registered letter about all subsequent changes, if any in my/our address. In case I /We am/are residing outside India I shall be solely responsible to comply with the necessary formalities of Foreign Exchange Management Act, 1999 and other applicable laws relating to remittance payments and required declaration as prescribed in law, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by me/us at the time when those ordinarily reach such address, and I /We shall be responsible for any default payment and loss suffered by the promoter and such other consequences that might occur there from.
20. The allotment of the Flat is entirely at the discretion of the promoter/developer and the promoter/developer has a right to reject any offer without assigning any reason thereof, if it is agreed the possession of Flat shall not be given by the promoter to me/us before all payments/dues are cleared by me/us.
21. I /We agree that, if as a result of any legislation order or rule the promoter/developer after allotment is unable to deliver the possession of the Flat to me /us, the only responsibility and liability of the promoter/developer will be to pay to me/us and other persons who have purchased or who purchase here after the Flat the amount attributable to the said Flat the may have been received by the promoter/developer at the time without any interest and compensation of what-so-ever nature and in the manner as may be decided by the promoter/developer as aforesaid. Neither party shall have any right or claim against the other in relation to this agreement.
22. I /We shall not put up any name or sign board, neon light, publicly or advertisement material, hanging of clothes etc. on the external facade of the building or anywhere on the exterior of the building or common areas in which my/our Flat is situated unless mutually agreed in writing.

23.1 /We agree that in the case there are joint intending allottee(s) all communication shall be sent by the promoter/developer to the intending allottee(s) whose name appears first and at the address given by me/us which shall for all purpose be considered served on all the intending allottee(s) and no separate communication shall be necessary to the other named intending allottee(s).

24.1 /We agree that the sale of the flat is subject to force majeure clause which inter alia includes delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with the construction contractor employed by the promoter/ developer, civil commotion or by the reason of war or enemy action or earthquake or any act of the GOD or any other reason beyond the control of the promoter /developer and in any of the aforesaid events, the promoter/developer shall be entitled to a reasonable extension of the time for delivery of possession of the said premises. The promoter/developer as a result of such a contingency reserves the right to alter or vary the terms and conditions of allotment or if the circumstances are beyond the control of the promoter/developer so warrants, may suspend the scheme for such a period as it may consider expedient and no compensation of any nature, whatsoever shall be claimed by me/us for the period of suspension of the scheme.

25.1 /We agree that all the disputes including all matters shall be subject to sole arbitration of the nominee of the promoter/developer whose decision shall be final and binding on both the parties. All expenses including arbitrator's fee shall be borne by the me/us. All proceedings shall be subject to the jurisdiction of Lucknow High courts and its subordinate courts in city of Lucknow.

I /We the intending allottee(s) have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

SCHEDULE OF PAYMENT—AS PER ATTACHED PAYMENT PLAN

Date.....

Place.....

SIGNATURE OF THE APPLICANT

(Intending Allottees(s))

Witnesses(1).....

(2).....