

Terms and Conditions for Online Booking

Prospective Buyer's is/are requested to carefully read and understand the following terms and conditions.

1. Only the Indian Residents/Non Resident Indians (NRIs)/Persons of Indian Origin (PIOs) who are competent to enter into a contract under the Indian Contract Act, 1881 shall be eligible to apply.
2. The Applicant/s shall be responsible to comply with all the statutory compliances as required from time to time under the applicable laws prevailing in India including the laws applicable to NRIs/PIOs and the Company shall not be liable for non - compliance the same in any manner whatsoever.
3. The online payment of booking/token amount i.e. 9.9% of the total agreed consideration herein is subject to the applicable/prevalent rules and regulations of the Reserve Bank of India (RBI) as well as the rules and regulations framed with regard to the Credit Card VISA/MasterCard or any other card organization applicable and prevailing from time to time.
4. The booking /token amount is subject to the risks involved in any Electronic Payment Transactions including due to any technical failure in the payment gateway operations and the Promoter shall not be liable/responsible for any failure of any payment transaction/s or for any amount/s debited from the Applicant/s account but not credited to the account of the Promoter due to any technical error in settlement or otherwise and the Applicant/s shall not have any claim/s against Promoter for such failed transaction/s.
5. The Applicant thereafter shall be required to submit a detailed Application Form and shall duly comply with the terms and conditions of application form. The Applicant will also be required to comply with the terms and conditions of the Agreement/s to be executed later with Promoter.
6. The Application that shall be submitted by the Applicant/s shall be treated as a request for the tentative reserving /blocking of unit/tenement in the Project. The Application per se shall not at any point in time be considered as an allotment or agreement for sale by itself. No right or interest of any nature whatsoever has been created in favour of the Applicant/s in respect of any unit / specific unit in the Project by virtue of the Application.
7. The Applicant(s) shall submit the Application with full knowledge of the laws, notifications, rules and regulations applicable to the Project and being fully satisfied about the interest of the Promoter in the Project.
8. The Promoter shall be entitled to either accept or reject the application without assigning any reason whatsoever. It is however clarified that encashing the Booking/Token Amount shall not amount to acceptance of the Application by the Promoter.
9. In the event of non-acceptance of the application by the Promoter, the Booking/Token Amount shall be refunded without any liability towards costs, damages and/or interest.
10. Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance or required documentary evidence will be liable to be rejected. In the event of any false information being furnished by the Applicant/s, the Application shall be liable to be rejected.

11. The consideration amount shall be payable in the manner as enumerated in payment schedule shared with the Applicant/s.
12. It is clarified that the GST and any other taxes which may be imposed by the State Government/Central Government shall be borne and paid by the Applicant/s to the Promoter, by separate cheques as and when demanded.
13. In addition to the aforesaid, stamp duty, scanning charges, service fees, registration charges and any other charges and/or statutory government charges /taxes whichever are applicable and payable on the Agreement for Sale and/or any other subsequent document concerning the sale of the said unit shall be borne and paid by the Applicant/s alone.
14. All cheques/DD should be issued favouring _____ payable at Pune. The Applicant/s shall mention his/her/their name, Wing/Building/Tower and unit/tenement number applied for behind the cheques/DD. The payments made by cheques are subject to realization.
15. Changes to the current plan by adding an additional structure, adding floors, location of amenities, amalgamating the property with an adjacent property or properties etc. shall be made at our sole discretion in conformity with the laws prevalent at the time of the development.
16. The Promoter is at absolute liberty to carry out the work of construction on the basis of the present approved plans and /or on the basis of such amended plans as may be submitted and approved as per the Promoter's discretion.
17. It has been disclosed to the Applicant/s that the development envisaged herein is a part of entire Project. The project layout as shown to the Applicant is subject to change as per the prevailing policies and amendment in plans and layout during the course of the whole development.
18. The Applicant/s further agree/s and confirms that if in the event of any major alterations/s / modification/s of the said building plans resulting in any increase/decrease in the carpet area of the said unit/tenement due to alterations in the layout plan /building plans, due to any technical reasons, site conditions or any other reasons, in that event such increase/decrease shall be acceptable to the Applicant/s and the Applicant/s shall not raise any objections to the same. If in the event, the carpet area of the said unit/tenement increases/decreases, then the sale consideration will be adjusted accordingly.
19. The Agreement for sale shall be registered within 7 days from intimation /call from the Promoter/Developer.
20. In case if the Parties are unable to execute the Agreement for Sale and/or any other definitive document on account of any delay on the part of the Applicant/s, then in that event the Application Form shall stand automatically cancelled / rejected / rescinded and the Promoter shall be entitled to forfeit 9.9% of the total consideration amount . The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.
21. Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in major variations, then in that event the Application Form shall stand automatically cancelled / rejected / rescinded and the Promoter shall refund the Booking/Token Amount, without interest,

- to the Applicant/s within a period of 30 (Thirty) working days from the date of expiry of the stipulated period of 30 (thirty) days. However, in such a case, the Applicant/s shall be at liberty to accept the variations and continue with its interest in the Project.
22. If any of the cheques of the Applicant/s are dishonoured for any reason whatsoever, the Promoter shall be fully entitled to reject the Application. On rejection, Promoter shall be entitled to forfeit 9.9% of the total consideration amount. The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.
 23. In the event of cancellation / rejection of the Application, the Applicant/s shall only have the right to recover the balance Amount remaining if any without interest from the Promoter after forfeiture of 9.9% of the total consideration amount and the Applicant/s shall not have any other right, title and/or interest in the Unit/ tenements and/or the Project and shall not make any claim and/or raise any dispute against the Promoter in any manner whatsoever. Upon cancellation/rejection, the Promoter shall have the full right and liberty to dispose off / allot the said unit/tenement to any third person and the Applicant undertakes not to raise any objection/claim in this regard.
 24. It is clarified that in the event the Application is cancelled or rejected on account of any default on the part of the Applicant/s then in that event the balance Amount remaining if any, shall be refunded without any interest thereon after forfeiture of 9.9% of the total consideration amount.
 25. None of the rights hereinabove contained shall be considered waived in the event the Promoter does not enforce the same within the given time frame.
 26. All notices to be served by the Applicant/s upon the Promoter shall be deemed to have been duly served if sent by Registered Post A.D. at the address mentioned on the Application Form/.
 27. All notices to be served by the Promoter upon the Applicant/s shall be deemed to have been duly served if sent by Registered Post A.D. at the address as provided by the Applicant/s herein above.
 28. The Applicant undertakes not to assign transferor sale to any third party, his/her/their rights under the Application at any time.
 29. The Applicant is fully conscious that it is not incumbent on the part of the Promoter to send reminders/notices in respect of their obligations as set out in the Application.
 30. All declarations and representations made herein with respect to area are in consonance with the definition of 'carpet area' as provided by the Real Estate (Regulation of Development) Act, 2016.
 31. In the event the present Application is withdrawn or rejected, for the reasons stated hereinabove, the Promoter shall refund the balance Amount remaining if any without any interest after forfeiture of 9.9% of the total consideration amount, to the Applicant/s by transferring the same to the bank account of the Applicant/s. The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.
 32. All the rights and obligations of the Applicant and the Promoter under the Application form shall be construed and enforced in accordance with the laws of India and the Pune courts will have the jurisdiction.
 33. Provisions relating to the cancellation, refund and charging of interest shall be recorded in the Agreement for Sale and the same shall be binding on the Parties.