

Terms & Conditions:-

- This application is made by the applicant requesting for allotment of the unit in the project as mentioned above.
- **Gracious Infraventures Pvt. Ltd. (GIPL)** reserves the right to either allot or refuse to allot the unit requested by the applicant and is subject to availability of such unit.
- This application will be processed by GIPL only after the realization of the booking amount mentioned above in the payment details. The stamp duty payable for the Sale and Construction (S&C) agreements as applicable from time to time shall be borne by the applicant.
- Applicable Bank charges will be levied for outstation cheques. This booking will automatically stand cancelled if the payment made under this is returned unpaid.
- Applicant should sign at the bottom of all the pages. By signing the form, the applicant(s) affirm that they have inspected the location of the project and is (are) satisfied with the same.
- The Architectural features like elevation, color / color combination, tiles and tile combinations or any other features affecting the aesthetics of the building, shown in the marketing brochures / mock-up units are only indicative. GIPL reserves the right to change the same.
- The applicant(s) further agrees that the allotment letter issued by GIPL is the provisional allotment letter and will be final only after the applicant(s) execute the S&C agreements.
- The default car park (s) will be allotted only at a later point in time by after the completion of the project. Allotment of additional car parks other than the default car parking is subject to availability and will be done on first - come - first - served basis as per the price fixed at the time of allotment.
- Notwithstanding the execution of the S&C agreements, the applicant (s) shall make the payments of the installments within the time limit specified in the Demand Letter (Payment Request Letter). In case of any delay or default in making the installment payment, GIPL shall charge compound interest at 24% per annum on monthly basis from the due date.
- No transfer or assignment of the unit will be allowed for a period of six months from the date of this application and prior to the execution of the agreement and payment of 30 % of the agreement value. The applicant(s) shall be liable to make the payment of transfer fee as fixed by GIPL as per the policy from time to time.
- The applicant(s) further agree that no transfer or reassignment will be permitted without the prior approval of GIPL.
- Request form the applicants(s) for shifting from one unit to another unit either in the same or another project will be made by GIPL at its sole discretion.
- The applicant(s) agrees that the cancellation of the unit booked by them will be only in exceptional cases and for valid reasons that are to the satisfaction of GIPL at its sole discretion and on a case-to case basis may consider / approve the request for unit cancellation.
- The applicant(s) state that in case they decide to cancel the unit, and if the same is considered / approved by GIPL, then GIPL is entitled to recover 25% of the total agreement value, interest accrued and administrative charges, if any, at the time of cancellation. Applicants shall be liable to pay all taxes, duties and statutory levies of whatsoever nature and that the taxes, duties and statutory levies paid by the applicants cannot be refunded by GIPL. After cancellation, GIPL is entitled to allot and sell the undivided share in the land and the unit to any other person and on such terms and conditions as GIPL deems fit, and to repay the applicant(s) the balance amount, if any, within twelve weeks from the date of resale without any interest.
- The applicant(s) agree that in case GIPL decides not to go ahead with the project for any reason whatsoever, such decision of GIPL shall be final and binding and cannot be disputed. In such an event, GIPL will refund the amount paid by the applicant(s) / allottee (s) without any interest or compensation within three months or such other extended time from the date of decision of GIPL not to execute the project.
- GIPL can vary the price of the unsold units at its sole discretion and the same will not be applicable to this applicant.
- GIPL shall have the first lien on the said unit for all dues payable by the applicant(s) / allottee (s) to GIPL.
- The applicant(s) agree that only written and signed commitments by an authorized personnel of GIPL not below the rank of Vice President in the Sales, Marketing and CRM departments, will be honored.
- All fields provided in the application form need to be filled completely. Incomplete applications forms will be rejected.
- It is the sole responsibility of the applicant(s) to provide the updated information (if any) to GIPL from time to time.
- All correspondence exchanged between the applicant(s) and GIPL in several forms of communication channels including courier, registered post, and emails are considered as official forms of communication. Any such communication returned to GIPL for whatever reason, is deemed as received by the applicant(s) and the applicant(s) agree(s) to abide by the content of such communication.
- All the communication sent by GIPL to the applicant at the address given above shall be deemed to have been received by the applicant either by e-mail or by any other form of communication mentioned above. GIPL shall continue to correspond with the applicant at the address mentioned in the application unless the change of the address is given in writing and such changed address is confirmed by GIPL.
- GIPL has the right to conduct a Know Your Customer (KYC) verification of the applicant(s) by any authorized employee based on the information provided in the application form.
- This application form is not transferable.
- The applicant(s) declare that they have read and understood the terms and conditions herein.
- All disputes relating to / arising out of this application form are subject to the exclusive jurisdiction of the courts in Gurgaon.