

# MANDAKINI RESORTS PVT LTD.

(An ISO 9001:2008 Certified Company)

Regd .Office: Plot No.1110, Mahanadivihar, Cuttack-4

## Terms and Conditions for allotment of duplex Mandakini Garden Patia, Bhubaneswar

1. The prospective purchase(s) has applied for allotment of a flat, with full Knowledge and subject to all laws, bye-laws, notification and rules applicable to this area which have been very well explained by the company and full Understood by him/her.
2. The prospective purchaser(s) full satisfied himself/herself about rights and the interests of the company in the Said land and the project its limitations and obligations in respect of the same.
3. The prospective purchaser(s) for duplex or any change shall be purely on availability basis.
4. The prospective purchaser(s) has fully verified and satisfied himself/herself genuineness of the title -deed of the said land over which the proposed flat will be constructed and there will not be any objections or investigations by the prospective purchaser(s)in this regard in future.
5. The Prospective purchaser(s)fully aware of the fact that for booking of the proposed house the person has to pay the booking amount mentioned in the second page and he/she would pay the first installment, to enter in to an agreement for construction as per the prescribed terms& conditions of the company. If any delay in payment of the first installment then allotment of the purchaser(s) will be automatically Cancellation & booking amount, will be returned within 90 days of the cancellation deducting 20% of the booking amount, which will bear no interest..
6. The provisional allotment letter shall be issued by company to the purchaser(s) after payment of 1<sup>st</sup> installment of the duplex. Provisional allotment letter is purely provisional and does not complete the sale.
7. (a) The company will construct the duplex(s) and the specifications enclosed herewith.  
  
(b) The company reserved the right to effect suitable/necessary changes/alterations in the duplex plan if fel necessary in the event of any unforeseen circumstances, with due intimation to the purchaser(s)  
  
(C) If any additional work or change in specifications is desired by the purchaser, the same should be intimated to the company at the time of booking and such concurrence is purely at the discretion of the company and subject to extra payment by the prospective purchaser as determined by the company.  
  
(d) The intending allottee (s) agree to pay the cost of the duplex of Rs\_\_\_\_\_ as per payment plan with include service tax.  
  
(e) Proportionate cost for the statutory requirement s liked firefighting equipment /installation, Electric Substation, External Electrification, Individual Service meter, water meter etc, if any shall be payable extra by the intending allottee (s) over and above the price of the duplex agreed for. Such proportionate expenses will be determined and intimated by the builder at it's appropriate time. The intending allottee (s) shall and must pay such expenses in order to preserve the undivided common interest of the apartments, within time capsule.

8. The prospective purchaser(s) shall be entitled to substitute the name of the his/her nominees (s) in his/her place with the prior permission of the company, in keeping all terms conditions unaltered.
9. The Prospective purchaser(s) shall not assign or transfer interests in the land and /or in the building till the final completion of the Home and without the prior permission of the company, until final handing over is completed by the company on full payment of dues.
10. Registration fees and stamp duties or any other expenses towards Registration of sale deed of the undivided interest in the land as well as the super structure on it if any shall be borne by the allottee (s)
11. After allotment of the duplex all taxes/charges if any levied during execution or in future by govt. of any authority on the land or the building shall be exclusively borne and paid by the prospective purchaser (s)
12. Payment to the company shall be conformed only against company valid Money receipt with company seal and authorized signature which will be issued from the company with covering letter.
13. All payment to the company in the shape of D.D. or Banker Cheques shall be conformed in the name of Mandakini Resorts Pvt. Ltd. Payable at Cuttack.
14. Company shall not held any responsibility for payment made to any other person or against any sort of Receipt other than company's valid hand receipt, followed by valid Money Receipt.
15. Any purchaser (s) want to refund back their booking amount to cancel the Booking, 20% of the booking amount shall be deducted by the company towards administrative charges and the rest amount will be refunded within 90 days from the date of cancellation, without paying any interest.
16. Late payment of installment will be charges extra 2% per complete Month of thereof and in case the allottee (s) fails to pay consecutive two installments the company have every right to cancel the allotment and money paid as installments will be refunded without any interest after deducting 20% of the booking amount offer 90 days from the date of such cancellation of allotment.
17. Each intending allottee is bound to be a member of the society Association paying the membership fees to be fixed by the builder initially and the allottee has also to pay an advance against the maintenance charges calculated per duplex per month basis for a minimum period of six months, before handing over of the duplex, irrespective of the fact that the physical possession has been taken or not. The builder shall hand over all the services to the Society/Association formed with all co-owners of the multi stored building.
18. In case of delay in completion of construction or in the delivery of possession the allotted duplex for any reason on non-availability or labour, materials or by reason of war, civil riots or because of any act of unforeseen circumstances or due to any difficult or impossibility arising out of any Government ordinance, legislation of notifications by the Government or any local authority etc, the company on no account be held responsible.
19. The allotment of flats is entirely at the discretion of the company and the company has right to reject any offer without assigning any reason therefore.
20. All legal disputes are subject to Cuttack Jurisdiction only.

Full Signature of Applicant

Date:

**PAYMENT SCHEDULE OF AHALYA HILL RESORTS, PATHARAGADIA**

1. Booking amount (Rs. 1, 00,000/-)		
2. Land registration and Agreement of Construction,	-	33% of total cost
3. On completion of foundation work i.e 2 <sup>nd</sup> installment	-	7 % of total cost
4. Completion of Ground floor roof casting work i.e 3rd installment	-	10% of total cost
5. Completion of First floor Roof casting work i.e fourth installment	-	10% of total cost
6. Completion of Inside Plaster work i.e fifth installment	-	10% of total cost
7. Completion of flooring i.e 6 <sup>th</sup> installment	-	15% of total cost
8. After coloring 7 <sup>th</sup> installment	-	10% of total cost
9. At the time of giving possession of duplex balance in final payment amount	-	5% of total cost

- NOTE:** 1. On out right full payment of the cost of the flat at the time of bonus 2% Discount is allowed.
2. In case of transfer of property to second party the allottee shall pay 10% of the total amount for Documentation charge.

Signature of the Applicant