

RERA REG. NO.: Lotus Court Phase - II (Tower - T5)

(website: up-rera.in)



LOTUS COURT

AT BBD GREEN CITY,
NEW GOMTI NAGAR,
LUCKNOW.

APPLICATION FORM



No. _____

To,

M/s. Viraj Constructions Pvt. Ltd.

Date:/...../.....

BBD Viraj Towers

Shaheed Path, Vibhuti Khand, Gomti Nagar,

Lucknow - 226 010

Dear Sir,

I/We hereby apply for the allotment of Apartment in BBD Green City Integrated Township project known as " LOTUS COURT" (herein & hereinafter defined as "Group Housing") situated at BBD Green City New Gomti Nagar, Lucknow as per details given below (hereinafter referred to as "Said Apartment").

I/We request for allotment of a said Apartment in the project, as per terms and conditions of the offer for allotment of the same, and on payment of the basic price thereof in accordance with the (A) Down Payment, (B) Constructions Linked Payment or (C) Flexi Payment Plan. In the event of Viraj Constructions (P) Ltd., (herein "Company") agreeing to allot Said Apartment to me/us, I/we agree to pay installments/Down Payment of basic price along with all other charges as stipulated in this Application, Allotment Letter/Agreement to Sale Maintenance Agreement etc. and as per the payment plans explained to me/us by the Company. I/We have understood the same and have agreed to abide by the same.

I/We are fully aware and agree that the Application for the Apartment is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/ withdraw the offer without assigning any reasons thereof. In case of rejection of application and /or withdrawal of offer, Company will only be liable to refund the application money without any interest/penalty/damages/costs etc.

I/We remit herewith a sum of Rs..... Rupees vide Bank Cheque / Draft No. dated..... drawn on being provisional registration amount for registration of a Residential Apartment in ".....".

I/We agree to pay further installments/payments as stipulated/demanded by the Company as per (A) Down Payment, (B) Constructions Linked Payment or (C) Flexi Payment Plan, opted by me/us and as per the terms and conditions of allotment.

I/We have clearly understood that this application does not constitute any offer of Allotment or an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Said Apartment notwithstanding the fact that the Company may have issued a receipt of acknowledgment of the money tendered with this application. I/We are making this application with the full knowledge that the development work of Apartment is under process. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot said Apartment applied for, I/We would like to have refund of the amount deposited without any interest penalty/damages/costs etc.

I/We agree and undertake to sign & execute Allotment Letter/ Agreement to Sale; Maintenance Agreement etc. as and when desired by the Company and abide by the terms and conditions stipulated therein. I/We, in the mean time have signed the indicative Terms and Conditions of the Allotment written in this application form, and agree to abide by the same,

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment plan, opted by me/us in respect of the said Apartment as well as amount payable under the Maintenance & Other Agreements etc. I/We agree that non-payment/delay in payment or any such amount due gives full authority and power to the Company to cancel the Allotment and forfeit the Earnest Money (10% of the unit), for which I/We shall raise no objection of any kind and as such the Company may allot the said Apartment to anyone else it deems fit.

1
(Signature of First Applicant)

2
(Signature of Second Applicant)

3
(Signature of Third Applicant)

My/Our particulars are given below (Form to be filled in CAPITAL letters only): -

1. First Applicant

Mr./Mrs./Ms
Son / Wife / Daughter of Mr/Mrs
Permanent Address
.....
Correspondence Address
.....
Date of Birth..... Profession (MANDATORY) Designation.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Office/ Business Address
Tel. Res. Off Mobile (MANDATORY).....
Fax No. E-Mail ID (MANDATORY).....
*Income Tax Permanent Account No./ Ward No. (MANDATORY).....

Please paste
Photograph and
sign across the
same
(First Applicant)

2. Second Applicant

Mr./Mrs./Ms
Son / Wife / Daughter of Mr/Mrs
Permanent Address
.....
Correspondence Address
.....
Date of Birth..... Profession (MANDATORY) Designation.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Office/ Business Address
Tel. Res. Off Mobile (MANDATORY).....
Fax No. E-Mail ID (MANDATORY).....
Income Tax Permanent Account No./ Ward No. (MANDATORY).....

Please paste
Photograph and
sign across the
same
(Second Applicant)

3. Third Applicant

Mr./Mrs./Ms
Son / Wife / Daughter of Mr/Mrs
Permanent Address
.....
Correspondence Address
.....
Date of Birth..... Profession (MANDATORY) Designation.....
Residential Status: Resident Non-Resident Foreign National of Indian Origin
Office/ Business Address
Tel. Res. Off Mobile (MANDATORY).....
Fax No. E-Mail ID (MANDATORY).....
Income Tax Permanent Account No./ Ward No. (MANDATORY).....

Please paste
Photograph and
sign across the
same
(Third Applicant)

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In case of Firm / Company :

M/s Sole proprietorship concern/ partnership firm/ company incorporated under the Companies Act 1956 through its sole proprietor/ partner/ authorized representative Mr./Mrs./Ms.....s/o/w/o/d/o..... registered Office..... local office..... Income Tax Permanent Account No.

4. Details of Dwelling Unit : (Preference of Customer)

(i) Apartment No.- (ii) Saleable Area.....
 (iii) Type/Category.....
 (iv) Carpet Area(v) Plot Area

5. Details of Pricing*:

Basic Cost of the Unit			AS PER APPLICABLE PRICE LIST	REMARKS
Basic Sale Price (BSP)			Rs.	
Preferential Location Charges			Rs. _____ Rs. _____	
Additional Cost				
1. External Electrification Charges (EEC)			Rs. _____	
2. External Development Charges (EDC)			Rs. _____	
3. FTTH (Fiber To The Home)			Rs. _____	
Water/Sewer Connection Charges			Rs. _____	
Interest Free Maintenance Security (IFMS)			Rs. _____	
Electricity Connection Charges			Rs. _____	
* Grand Total			Rs. _____	
Payment Plan Option	<input type="checkbox"/> Construction Linked Installment Plan	<input type="checkbox"/> Down Payment Plan		
If opted for Down Payment Plan Option <input type="checkbox"/>		_____ % of Discount on BSP on payment of _____ % of BSP within _____ days		

I/we remit herewith a sum of Rs. _____ (Rupees _____) vide Bank Draft/Cheque/reference No. _____ dated _____ drawn on _____ being provisional registration amount for registration of a **Residential Villa** in "**Lotus Enclave**".

***G.S.T. or other applicable taxes will be levied extra as per the prevailing rates.**

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(Signature of Second Applicant)

3
(Signature of Third Applicant)

Declaration:

I/We do hereby state on oath that the above particulars given by me / us are true and correct and nothing has been concealed there from. Any allotment against this application is subject to the terms and conditions attached to this application form and that of the Allotment Letter / Agreement to Sale the terms and conditions whereof shall ipso-facto be applicable to my / our legal heir(s), successor(s) and nominee(s). I/We undertake to inform the Company of any change in my / our address or change in any other particular or information, given above, till the booked property is registered in my / our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me / us.

FOR OFFICE USE ONLY

Check List

- 1. Application Form is completely filled-up with Photographs?
- 2. Application Form is duly executed and signed in all pages by all Applicants?
- 3. Cheque for booking amount is in proper name and duly signed & dated?
- 4. Self attested copy of the PAN card of the applicant/co-applicant(s) is / are received?
- 5. Self attested copy of Address proof of the applicant/co-applicant(s) is / are received?
- 6. Applicable payment plan is signed & attached?

Remarks: _____

Booked by _____ Checked by _____ Approved by _____

Type of Booking: Direct Through Authorized Channel Partner

Details of the Sales Associates / Channel Partner

Stamp & Signature _____

BASIC TERMS AND CONDITIONS

The following terms and conditions of allotment are indicative with a view to make the Applicant/s aware regarding financial terms, nature of title/ownership and other aspects of the Apartment. These indicative terms and conditions will be incorporated in the Allotment Letter/Agreement to Sale, Maintenance Agreement etc. And the Applicant/s is required to sign the same at appropriate time in the prescribed format of the Company, and as & when required by the Company.

A. BOOKING/ALLOTMENT

- 1. For allotment, the applicant has to submit his/her application on the prescribed form indicating the location, size & type of Apartment required. The application is to be accompanied with the booking amount as per the payment plan by A/c payee cheque or draft drawn in favour of "Viraj Constructions (P) Ltd.," payable at Lucknow.
- 2. The allotment of the Apartment is entirely at the discretion of the Company. The allotment of the said Apartment shall be provisional and shall be confirmed on signing of Letter of Allotment /Agreement To Sale on the Company's standard format which has been read and understood by me/us.
- 3. The Applicant/s has applied for the Apartment with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Apartment and in particular; the terms and conditions of allotment of the Apartment by the Company. As such, the Applicant has clearly understood his/her rights, duties, responsibilities, obligations in respect thereof & there will be no further investigation or objection by applicant/s in this respect.

B. DEFINITIONS

- 1. "Basic Infrastructure Work" shall mean the internal roads connecting the Said Apartment to the township road, provision of Sewer line/Water supply line /Electricity line / Storm water drains outside the Said Apartment.

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2. **"Common Areas"** shall mean all such parts/areas in the entire said Project which shall be used by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, services areas including but not limited to machine room, security/fire control rooms, maintenance offices/stores etc., if provided.
3. **"Safe Keeping Charges"** means the charges towards safe keeping the Said Apartment against encroachments/ undue possession by the third party (ies)/otherwise, in case Allottee/s fails to take actual & physical possession of the Said Apartment after expiry of 30 days from the date of offer of possession. It does not include guarding or safe keeping of fitments and materials used in the Said Apartment's construction.
4. **"Apartment"** means a single unit in a residential project "LOTUS COURT" being developed by the Company situated at Faizabad Road, Lucknow duly approved in terms of license/s from Lucknow Development Authority ("LDA") comprising of Apartment/ school convenient shopping etc.
5. **"Earnest Money"** means an amount equivalent to 10% of the Basic Price of the Said Apartment.
6. **"Prime Location"** means Apartment(s) facing or abutting green areas (Green Belt, park facing) and roads wider than 12 meters, and corner Apartment(s).
7. **"Person"** means any Individual, Company, Corporation, Partnership, Government or Governmental Authority or agency or any other legal entity.

C. PAYMENTS

1. Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment payment as per the schedule is not paid when it becomes due, the Company will charge interest as per the prevailing interest rate of The State Bank of India on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the booking / allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Said Apartment, In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstance the Company may, on its sole discretion, condone the delay in the payment exceeding three months by charging penal interest as per the prevailing interest rate of The State Bank of India on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Said Apartment in case the Said Apartment has not been allotted to someone else. In such case that the Apartment has been allotted to someone else, if alternate Apartment, is available, may be offered in lieu of the same
2. It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest accrued on delayed payments till date and then sequentially against the earliest payment due. If after such adjustment there still remain some defaults for more than 3 months, it will be a fit case for cancellation of allotment.
3. The refund after deduction of **Earnest Money** shall be out of the sale proceeds from the re-allotment of the Said Apartment. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
4. (a) For Apartment/s at Prime Location, Prime Location Charges (herein "PLC"), as applicable, shall be payable by the Allottee/s.
 (b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan with the approval of the competent authority the Said Apartment ceases to be in a Prime Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan, similarly if the Said Apartment becomes located at Prime Location, then the Allottee/s shall be liable and agrees to pay additional PLC applicable as demanded by the Company.
5. In-case the Allottee/s wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the said Apartment, the Company shall facilitate the process subject to the following:
 - (a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only.

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- (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Allottee/s, failing which, the Allottee/s shall be governed by time provisions contained in Clause I as above.
- (c) In case of default in repayment of dues of the financial institution/agency by Allottee/s, the Allottee/s authorize the Company to cancel the allotment of the Said Apartment and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without making any reference to Allottee/s.

D.CONSTRUCTION OF APARTMENT

- 1. The completion of Said Apartment will be subject to Force Majeure Conditions (defined hereinafter) and timely receipt of the entire cost & other payments as per the terms of allotment. However if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
- 2. The lay-out plan may be revised due to technical, regulatory or any other reasons with the permission of competent authority and if due to the said revision, the location, boundaries, plot/built up area of the Said Apartment is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.
- 3- G.S.T. and any other Tax on construction/development of the Apartment/Said Apartment will be separately and proportionately borne by the allottee/s over and above Basic Price.

E. CANCELLATION

- 1. That in case the allottee, at any time, desires for cancellation of the booking allotment, it may be agreed to, though, in such a case earnest money with due interest shall be forfeited and the balance, if any, refunded without any interest subject to complying with the condition as mentioned in clause C(3). In case of booking from an associate, the customer needs to provide NOC from the said associate, along with the self NOC.

F. POSSESSION

- 1. That upon the completion of construction of the Said Apartment excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring. cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the said Apartment will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- 2. (a) The possession of the said Apartment will be given after execution of Transfer/Sale Deed, subject to (a) Force Majeure Conditions, and, (b) .Payment of all the amounts due and payable by the Allottee/s upto the date of such possession including Maintenance Charges(defined hereinafter), LSMD/IFMS (defined hereinafter), Said Security{defined hereinafter},& stamp duty and all other charges which are unpaid to the Company.
- 3. The Allottee/s agrees and undertakes to sign the standard format of Possession document, Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards LSMD/IFMS, Said Security, stamp duty and other charges etc. at the time of offer of possession/FDN.
- 4. The possession date of the said Apartment as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installments and other charges under various heads mentioned herein shall become due immediately.
- 5. **THAT the company may provide Cable/Broadband/Telephone lines in the complex and the Allottee/s is bound to take the connection through the service provider provided by the company if required by him at the charges as demanded by the service provider.**
- 6. The possession of the Apartment shall be given as per the plan submitted to UPRERA authority with any extension thereof.

G. TERMS OF LUCKNOW DEVELOPMENT AUTHORITY (LDA)/U.P. REAL ESTATE REGULATORY AUTHORITY/OTHER COMPETENT AUTHORITIES

- 1. The Allottee/s shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in

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(Signature of Second Applicant)

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(Signature of Third Applicant)

future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local Administration, State Government, Central Government on the Apartment/Said Apartment or any construction carried thereon by virtue of any notification or amendment in the existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to LDA Other Competent Authority(ies) or any other taxation, on pro-rata basis.

2. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Apartment to be connected to the internal services are to be provided by LDA Other Competent Authority(ies). The Allottee/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/LDA/other Competent Authority (ies) in the Apartment are beyond the control of the Company and the Allottee(s) agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Apartment.
3. Any additional construction on the Said Apartment shall be carried out by the Allottee/s in accordance with the approved building plans and specifications as may be approved by LDA/Other Competent Authority(ies) at his own cost. The cost of getting the plans approved for additional construction will be borne by the Allottee(s).

H. EXECUTION OF AGREEMENT TO SALE/ALLOTMENT LETTER

1. The Applicant after Allotment of the Apartment Applicant shall be bound to execute the Agreement To Sale/Allotment Letter as and asked by the Promoter Company. Applicant is bound to pay all the expenses for the Registration of Agreement To Sale/Allotment Letter.

I. INDEMNIFICATION

1. The Allottee/s shall indemnify and keep the Company, its agents, employee/s, representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Apartment. The Allottee/s agrees to pay such losses on demand that the company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

J. SEVERABILITY

1. If any provision hereof shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms & conditions of allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution thereof.

K. FORCE MAJEURE CONDITIONS

1. The Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason(s) which are beyond the control of the Company/could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care; including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the company.

L. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. Posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been *received* by the allottee/s.
2. The Allottee/s shall make all payments through Demand Draft/cheque drawn In favour of "**Viraj Constructions (P) Ltd.**" payable at Lucknow.

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(Signature of First Applicant)

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(Signature of Second Applicant)

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(Signature of Third Applicant)

3. The Allottee/s shall get exclusive possession and title of the Said Apartment allotted herein through Sale deed. The Allottee/s shall have no right; & title in the remaining part of the Apartment such as club, park etc. except the right of usage of common passage/roads/Common Areas, as defined here in above, and carved out in the Apartment as per sanctioned lay out plan.
4. In case of application/s with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed sufficient for all purposes.
5. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard.
6. That in case of joint application by the Co-Allottee(s) then Company will correspond with only first allottee mentioned at serial no. 1 in the Allotment Letter/Agreement to Sale .
7. The Allottee/s agrees & undertakes to pay the Stamp Duty/registration fees and/or other incidental charges, if levied or imposed by any local administration. State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
8. **To settle any confusion regarding any matter herein or anything being not covered/ clarified herein, it is agreed by me/us that reference shall be made to the detailed terms of the Allotment Letter/Agreement To Sale, the terms whereof have been seen, read and understood/accepted by me/us. It is specifically agreed by me/us that upon execution, if any ambiguity is apparent on its face, on such contingency the terms and condition of the Allotment Letter/ Agreement To Sale shall supersede over the terms and conditions as set forth in this Application Form. However, I/we shall be bound by the terms and conditions incorporated under this Application Form till the execution of the Allotment Letter/Agreement To Sale in this regard.**
9. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India. Jurisdiction will be Courts of Lucknow.

DECLARATION:

I/we declare that the above terms and conditions have been read / understood by me / us and the same are acceptable to me/us. All explanations and clarifications sought by me / us from the Company have been provided by the company to me / us and after giving careful consideration to all facts, terms and conditions; I/we have signed this Application Form and have paid the booking amount for allotment. I/We further undertake and assure the Company that in the event of rejection of my/our application for the allotment for whatsoever reason, including but not limited to non-compliance of the terms by me/ us as set out in the terms and conditions provided in this application, I/we shall be left with no right, title, interest or lien under this Application or against any Apartment in relation to the said Apartment. If any other Person has signed this Application Form on my/ our behalf, then he shall be presumed to be duly authorized by me/ us through proper Authorization/Power of Attorney/ Resolution etc.

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(Signature of Second Applicant)

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(Signature of Third Applicant)

RERA REG. NO.: Lotus Court Phase - II (Tower - T5)

(website: up-rera.in)



Viraj Constructions Pvt. Ltd. Call: 0522-6659500-502

(An ISO 9001:2015 (QMS), 14001:2015 (EMS), 45001:2018 (OH&S) Certified Company)

Corp. Office: BBD Viraj Towers, Vibhuti Khand, Shaheed Path, Gomti Nagar, Lucknow.

Mktg. Office : BBD Green City, New Gomti Nagar, Faizabad Road, Lucknow. **Website :** www.virajconstructions.com

(PROMOTER RERA NO. : UPRERAPRM1196)