

Terms & Conditions

Acceptance of our Terms

Persons accessing the The-village.in website (the "Village Website") subject themselves to and agree to be bound by the terms and conditions as set out below. If you do not wish to be bound by and comply with these terms and conditions in full, your access and use of the The-village.in Website must be terminated immediately. You understand, agree and acknowledge that your use of and access to the The-village.in Website will at all times be governed by the provisions of these terms and conditions and that by using and/or accessing the The-village.in Website you indicate your conclusive acceptance of all these terms and conditions and agree to be bound and fully comply therewith.

Provision of Services

You agree and acknowledge that the information and content made available on the The-village.in Website is provided by Phoenix Serene Spaces Pvt. Ltd. Accordingly, The-village.in is entitled to modify, improve or discontinue any of its services at its sole discretion and without notice to you even if it may result in your being prevented from accessing any information contained on the The-village.in Website. Furthermore, you agree and acknowledge that The-village.in is entitled to provide services to you through subsidiaries or affiliated entities.

Proprietary Rights

All content, trademarks and data on the The-village.in Website including, but not limited to, text, designs, graphics, icons, trademarks, service marks and patents, whether protected by domestic or international intellectual property legislation and treaties or not, are the property of The-village.in. The-village.in authorizes you to view and make a single copy of portions of its content for offline, personal, non-commercial use. Our content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Subject to the rights afforded herein, all other rights to any intellectual property on this site are expressly reserved and no license to any intellectual property has been granted.

Submitted Content

You agree that when you submit content to The-village.in you simultaneously grant the The-village.in Website a non-exclusive, irrevocable, worldwide, royalty free perpetual license, with the right to sub-license, reproduce, publish, display, modify, distribute and syndicate your content (including, without limitation, ideas contained therein). You agree that you shall have no recourse against the The-village.in Website for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

Termination of Agreement

The The-village.in Website shall be entitled to, in its sole and absolute discretion and without prejudice to any of its rights, terminate or suspend, without notice, your access to or use of the The-village.in Website. Termination or suspension of your right to use or access this website or any part thereof, will not affect the provisions of these terms and conditions which will survive any such termination or suspension of this agreement.

Disclaimer of Warranties

You understand and agree that your use of the The-village.in Website is entirely at your own risk and that the The-village.in Website is provided on an "as is" and "as available" basis and has not been compiled or supplied to meet the user's individual requirements. The-village.in does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the The-village.in website, information,

content, materials, or products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

Limitation of Liability

You understand and agree that The-village.in and any of its subsidiaries or affiliates assumes no responsibility and shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information, viruses that may infect your computer equipment or other intangible loss arising out of your access to, use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not The-village.in has been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed the liability of The-village.in is limited to the greatest extent permitted by law. The-village.in accepts no responsibility or liability whatsoever arising from or in any way connected with the use of the The-village.in Website or its contents. The-village.in will not be liable for the accuracy, completeness, adequacy, timeliness or comprehensiveness of the information contained on the The-village.in Website.

External Content

The The-village.in Website may include hyperlinks to third-party content, advertising or websites. Such third party information is independent from that provided by The-village.in. You acknowledge and agree that The-village.in is not responsible for the content or accuracy or the use of such other websites and does not endorse, and shall not be deemed to have endorsed or accepted, their contents, any advertising, products or resource available on such websites.

Jurisdiction

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province or territory determined solely by The-village.in to resolve any legal matter arising from these terms and conditions or related to your use of the The-village.in Website. In the event that any provision of the agreement is found to be invalid, unlawful or unenforceable then that provision will be separable from the remaining terms and conditions, which shall continue to be valid and enforceable.

Entire Agreement

You understand and agree that the above terms and conditions constitute the entire general agreement between you and The-village.in. No party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. You may be subject to additional terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.

Changes to the Terms

The-village.in reserves the right to amend or modify these terms and conditions from time to time at our sole discretion and without any notice. Changes to our terms and conditions become effective on the date on which they are posted on the The-village.in Website and your continued use of the The-village.in Website after any changes to the terms and conditions will signify your agreement to be bound by them.

The management at Phoenix Serene Spaces Pvt. Ltd. (the-village.in) reserves all the rights to change the layout plans, root maps, locations, floor plans without any prior notice, and without reason under any sort of situations or circumstances out of control.

You may periodically receive promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

Additional Charges

a) Registration charges at prevailing Govt. rates as on registration date.

e) Parking charges.

f) VAT & any other statutory taxes & duties as applicable.

g) Club membership fee, charges for development of amenities charges are subject to availability of such facilities in that particular project and are extra.

Note: For further details in this regard please contact marketing staff at our office/s.

Correspondence

All correspondence shall be conducted only with the applicant at the address given in the booking form unless any change is intimated to us.

All demands, notices, intimations posted at the given address shall be deemed to have been received by the allottee and the company shall not be responsible for any default and its consequences thereof.

Documentation

All the documentation will be made in favour of applicant/s only unless and until the applicant requests in writing to make documentation in favour.

Property Registration Requirements

- 1) Address proof: PAN card / Passport /Driving license / ration card.
- 2) 2 passport size photos.
- 3) Cheque for unpaid amount of the cost.
- 4) Thumb Impression on prescribed format.
- 5) Affidavit after property registration to deliver the documents.

Obligations & Privileges

A. Customers who avail Home Loan:

1) The loan formalities shall be completed in all respects to release the loan amount immediately as and when required.

2) The personal contribution (i.e. Total flat/Villa cost minus sanctioned loan amount) shall be paid within the agreed time from the date of booking.

3) Full cooperation shall be extended by the customer in releasing loan instalments as per the "Schedule of Payment".

4) Pre-EMI interest on home loan in this scheme is the responsibility of the customer and Phoenix Serene Spaces Pvt. Ltd. is not responsible for it at any point of time.

B. Customers without Home Loans:

1) Payments should be made as per "schedule of payment".

2) All dues / payments shall have been paid immediately on receipt of communication of readiness of property for possession, without any delay.

Common Areas Common Areas like drive-way, parking, passage, staircase, lifts and play areas etc., are for the use of residents. The common areas should not be obstructed and other residents should not be disturbed at any place or at any point of time.

Force Majeure Development of the premises is subject to force majeure clause which includes delay in completion of the scheme for any reason beyond the control of the company like non-availability of any building materials by means of war or enemy action or natural calamities. In case of possession as a result of any notice, order, rule, notification of the Govt. /public or other Competent Authority or for any other reason whatsoever beyond the control of the company and any of the aforesaid events, the company shall be entitled to a reasonable extension of time.

Governing Law and Jurisdiction All disputes and differences which may arise between the parties hereto and which cannot be settled amicably with regard to the construction, meaning and effect of this Agreement or any part thereof in any way related to or pertaining thereto shall be resolved by having recourse to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, by an arbitral panel comprising of three arbitrators, one to be appointed jointly by the Owners, one by the Developer and the two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairman of the arbitral panel. The award made by the sole arbitrator shall be final and binding on the parties hereto, and this Agreement shall be deemed to be a submission to arbitration within the meaning of the said Act including any statutory modification and / or re-enactments thereof from time to time. All disputes and settlements shall be subject to jurisdiction of Chennai, Tamilnadu.

Modifications/Internal Changes For internal changes, a package of modifications are offered and any other modification shall not be accepted. Price and package are subject to change.

i) The modifications shall be carried out at site only after the Corporate Office gives clearance to the Project Engineers concerned.

ii) In case the allottee cancels the Booking after making request for modifications, the modification charges are liable to be deducted from his payment.

Note all customers are advised to know the details like cost payment, departmental home loan and any other information from our executives. If any customer is neglected / troubled, they may represent their problems to the management / customercare@the-village.in

Customers are advised to familiarize with the schedule and mode of payment and departmental loans (from the employer)

Trust us with your dreams of taking a leap to becoming an owner of a home and you would regret no more.
Welcome Aboard!