

Project Name: JADE COUNTY

To,
Themecounty Private Limited (“Developer”)
8th Floor, Plot No. 15, Sector 135, Noida
Gautam Buddha Nagar, Uttar Pradesh 201305
CIN: U70109UP2022PTC167779
GSTIN – 09AAJCT5443N1ZO

Dear Sir / Ma'am,

I/We hereby request that I/We may be allotted an apartment for residential purposes (hereinafter referred to as “Apartment”) in a residential project known as ‘JADE COUNTY’ (“Project”) being developed by **Themecounty Private Limited (“Developer”)** on land admeasuring 53,939.495q. mtrs, located at Plot No. GH-10, Cherrywood Enclave, Sector-8, in Wave City, NH-24, Near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar, Uttar Pradesh. (“Said Plot”).

I / We remit herewith a sum of Rs. _____ (Rupees _____ only) by account payee Demand Draft / Cheque No. _____ dated _____ drawn on _____ Bank, as application money.

I / We agree and undertake to pay the Total Cost of the apartment in a lump-sum as down payment / by way of instalments as per the agreed plan along with all other dues and charges as stipulated in this application and the allotment letter, and as per the payment plan explained to me / us by the Developer which has been clearly understood by me / us.

I am / We are aware that the Project has been registered under the Real Estate (Regulation and Development) Act, 2016 (“Act”) and Real Estate (Regulation and Development) Rules, 2017 for the state of Uttar Pradesh (“Rules”). I am / we are aware that the Uttar Pradesh Real Estate Regulatory Authority (“UPRERA”) has duly issued a certificate of registration bearing No. _____ dated _____ for the Project; and the details of the Project and other related documents and approvals are mentioned on UPRERA’s website.

I / We have perused and understood the terms and conditions (attached below) of this Application Form; and I / We agree, acknowledge and understand that this application and any provisional allotment of apartment / unit made in my / our favour shall be governed as per the said terms and conditions.

My / Our particulars are given below for your reference and record:

MAIN APPLICANT

Name:	
S/o / D/o / W/o:	
Date of Birth:	
Nationality:	
PAN No.:	
Res. Address:	
Off. Address:	
Res. Telephone:	
Off. Telephone:	

Mobile	
E Mail Id:	

CO APPLICANT (if any)

Name:	
S/o / D/o / W/o:	
Date of Birth:	
Nationality:	
PAN No.:	
Res. Address:	
Off. Address:	
Res. Telephone:	
Off. Telephone:	
Mobile	
E Mail Id:	

DETAILS OF APARTMENT

Type of Apartment	
Tower No.	
Apartment No.	
Floor No.	
Phase	
Super Area	
Built-up Area	
Carpet Area	
Payment Plan	
Location	
Date of Booking	
Balcony / Terrace area	

*Carpet Area in Sq.mt. / (Sq. Ft.) as per RERA
(1 sq. mtrs. = 10.764 sq. ft.)*

COSTING

S. No.	Particulars	Amount (INR)
1	Basic Sale Price	
2	Additional Charges	
3	Total Cost	
4	GST / Other taxes	
5	IFMS*	
6	Total Cost Including Taxes**	

**City level maintenance charges and/or maintenance charges for 2 years shall be paid at the time of offer of possession in advance*

*** Taxes & levies & other government dues shall be charged as per government rules.*

The Total Cost includes the following as part of a package deal without payment of any charges in respect thereof:

Sl. No. Facility / Amenity

- 1 Club Membership
- 2 Lease Rent
- 3 Parking Type / Number of Parking
- 4 Power Backup of KVA
- 5 Other Facility (if any)

PAYMENT PLANS

GST included in on Total Cost of Apartment is calculated at the prevailing rate of 5% and is subject to change depending on Govt. Policies.

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION SEEKING ALLOTMENT OF APARTMENT IN JADE COUNTY, SITUATED AT PLOT NO. GH-10, CHERRYWOOD ENCLAVE, SECTOR- 8, IN WAVE CITY, NH-24, NEAR GHAZIABAD, TEHSIL DADRI, DISTT. GAUTAM BUDDHA NAGAR UTTAR PRADESH

1. The Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies announced a Hi-Tech Township Policy as issued and notified by Government Order No. 3189/Eight-1-07-34-Vividh/03, dated 16th August, 2007, and subsequently revised by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17th September, 2007 and Government Order No. 4916/Eight-1-07-34-Vividh/03, dated 27th August, 2008, which were issued in continuation of Hi-Tech Township Policy-2003 announced by Government of Uttar Pradesh vide Government Order No. 6087(1)/9-Aa-1-2003-34-Vividh/03, dated 22th November 2003, to be known as the (hereinafter collectively referred to as "**Hi-Tech Township Policy**") to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited the proposals for development of Hi-Tech Township in the State of Uttar Pradesh.
2. The High Power Committee was duly constituted by the Government of Uttar Pradesh for selection of developers and that the committee thereby selected consortium of **UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956/2013 having its registered at Mezzanine Floor, M-4, South Extension Part-II, New Delhi 110049 ("**Erstwhile Owner**") for the development of the Hi-Tech Township at the location on National Highway 24 near the town Ghaziabad in the State of Uttar Pradesh ("**Hi-Tech Township**"), and granted License dated 21.05.2005 bearing No. 2712-8/1-05 ("**License**") to the Erstwhile Owner for development of the Hi-Tech Township.
3. In terms of the Hi-Tech Township Policy, a Memorandum of Understanding dated 30.11.2005 (further amended/revised vide revised/amended MOU dated 17.02.2010) was signed between Ghaziabad Development Authority ("**GDA**") and the Erstwhile Owner. Thereafter, Erstwhile Owner accordingly submitted its Detailed Project Report and subsequently revised Detailed Project Report dated 21.09.2010 (hereinafter collectively referred to as "**DPR**") before GDA for its approval.
4. The said DPR for the entire Hi-Tech Township submitted by Erstwhile Owner was approved by the GDA, comprising approximately 4196 acres of land ("**DPR Land**"). Further, the detailed Layout Plan of the DPR Land was approved by GDA and in pursuance to which a revised Development Agreement dated 09.10.2024 was signed between GDA and Erstwhile Owner in terms of the Hi-Tech Township Policy of the Uttar Pradesh Government.
5. Erstwhile Owner, for development of the Hi-Tech Township situated at NH-24, near Ghaziabad, Uttar Pradesh, under the name and style of "**Wave City**" on the DPR Land (hereinafter referred to as "**Township**") allotted plots of different sizes to the prospective purchaser(s). In terms of Hi-Tech Township Policy and as a part and parcel of the said Township, the Erstwhile Owner has developed plots for group housing usage on land earmarked for such use, as per the layout plan dated 10.10.2024, bearing No. 1503/M.P/2024-25/Zone-5 approved by GDA.
6. Erstwhile Owner, being the sole, exclusive and absolute owner of the group housing plot admeasuring 53,939.495q. mtrs, bearing Plot No. GH-10, Cherrywood Enclave, Sector- 8, in Wave City, NH-24, Near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar Uttar Pradesh ("**Plot**"), having permissible Floor Area Ratio (FAR) of 3.50 as per the approved Master Plan of the said

Township, had the rights to sell, transfer and convey the same to prospective purchasers for the purpose of developing a group housing project alongwith other facilities and amenities.

7. The GDA, vide letter dated 10.10.2024 bearing No. 1503/M.P/2024-25/Zone-5, has approved the layout of the Plot forming part of the said Township.
8. Erstwhile Owner executed an Agreement to Sell dated 20.11.2024 in favour of the Developer, thereby agreeing the terms upon which the Plot was to be sold, transferred and conveyed by Erstwhile Owner in favour of the Developer.
9. Vide Conveyance Deed dated 12.12.2024 (*duly registered before the Sub-registrar at Gautam Budh Nagar on 12.12.2024 at Serial No. 66411 in Book No. 1, Volume No. 29760 on Pages 155 to 214*) executed between Uppal Chadha Hi-Tech Developers Private Limited (the Erstwhile Owner) and the Developer, the Developer became the sole, exclusive and absolute owner of the Said Plot; and thereafter took over the vacant, peaceful and physical possession of the group housing plot admeasuring 53,939.495q. mtrs, bearing Plot No. GH-10, Cherrywood Enclave, Sector- 8, in Wave City, NH-24, Near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar, Uttar Pradesh. The Erstwhile Owner handed over the possession of the said Plot to the Developer vide Possession Certificate dated 12.12.2024.
10. Pursuant to the same, the Developer has also acquired the rights to develop, market and sell the units developed upon the Plot alongwith the rights to convey / transfer the same and execute necessary documents (including but not limited to allotment letters, agreement for sale, conveyance deed etc.).
11. Accordingly, the Developer shall undertake the development of a group housing project upon the Plot comprising residential, commercial, club house and EWS/LIG under the name and style of '**JADE COUNTY**' ("**Total Project**").
12. A portion of the Plot has been earmarked for the development of EWS/LIG housing ("**EWS Land**"), as per the regulations and policies of the Government of Uttar Pradesh / Hi-tech Township Policy and as per the FAR permitted/sanctioned as detailed hereunder ("**EWS Development**"). The Applicant understands that the Applicant, allottees, association of allottees etc. will not have any rights, title or interest in the EWS Land and / or the EWS Development.
13. The Applicant understands and acknowledges that the Developer shall carry out the development of the Total Project upon the entire Plot in a phased manner, such that each of the following phases shall be a standalone real estate project ("**Project**") falling within the entire Plot of land:
 - a) The **Phase 1** comprising B2, C1, C2, C3, D1, Commercial, Community Center; and
 - b) The **Phase 2** comprising A, B1, D2, D3; and
 - c) The **Phase 3** comprising EWS Development on the EWS Land.
14. The Developer has obtained the necessary sanctions, approvals and permissions for the development of the Total Project, having a total FAR as follows:

Particulars	Sq. Mtrs.
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	Permissible	Sanctioned / Approved
Permissible FAR (2.50)	1,34,848.72	1,34,848.72
Permissible Purchasable FAR Area (1.25)	67,424.36	53939.49
Total Perm. FAR area with Purchasable FAR (3.75)	2,02,273.08	1,88,788.21
Permissible Incentive FAR against EWS and LIG	10,110.96	10,110.96
Green Building @ 5%	10,113.65	9,439.41
Total Permissible FAR (4.11)	2,22,497.69	2,08,338.58

15. The Developer has obtained the following approvals, permissions and sanctions for the development of the proposed Project upon the Said Land:

- NOC from the Fire Department dated 17.02.2025 vide UID No. UPFS/2025/146383/GZB/GHAZIABAD/8179/JD; and
- NOC from the Airports Authority of India dated 10.03.2025 bearing NOC ID: SAFD/NORTH/B/021825/1575197; and
- BOCW Registration No. D10043743 dated 16.02.2025; and
- Proof Checking of submission drawings and design, certified by Indian Institute of Technology Hyderabad vide letter dated 14.02.2025.

16. The Applicant understands and acknowledges that the development of the Total Project upon the entire Plot shall be carried out in such manner that the common areas and amenities of each of the different phases / respective Projects will be interlinked and interconnected.

17. The Applicant understands that the acceptance of this Application Form by the Developer shall not be deemed to mean a provisional allotment / allotment of an apartment / unit in the Project / Total Project in favour of the Applicant.

18. The Applicant understands that their rights will be restricted to the apartment / unit allotted in their favour on the following terms and conditions contained hereunder and the subsequent allotment letter, agreement for sale and sale deed /conveyance deed.

19. The Applicant understands and acknowledges that the terms & conditions of the Conveyance Deed dated 12.12.2024 executed between the Erstwhile Owner of the Plot (Uppal Chadha Hi-Tech Developers Private Limited) and the Developer shall also be applicable to the Applicant.

20. The Applicant has seen the documents related to the Total Project / Project and the Plot of land where the Project is situated (including title deeds of the said Plot). The Applicant understands and agrees to abide by the rules, regulations, terms and conditions, byelaws of the GDA as well as of the Government of Uttar Pradesh.

21. The Applicant understands that the entire Project is a part of the larger Hi-Tech Township being developed as per the policies of the GDA. Accordingly, the Applicant agrees to comply with the laws, regulations and rules of the GDA related to the larger Hi-Tech Township, including the requirements of maintenance etc.

22. Except the residential / commercial apartment unit that may be allotted in favour of the Applicant, the Applicant shall have no claim or right of any nature or kind whatsoever in respect of any other

apartment, whether allotted or not, unsold apartment, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces (excepting what has been allotted by a sale deed /conveyance deed to the concerned applicant) or tot-lots, EWS Development, space for public amenities, shopping centres or any other space not allotted to him / her / them, which shall all remain the property of the Developer for all times unless the Developer decides to dispose them off, subject to right of the Applicant, as mentioned hereinafter.

23. The residential / commercial apartment unit shall be conveyed / sold upon the execution of the sale/conveyance deed with the Applicant as an independent unit / apartment with imitable and undivided share in the land area underneath the particular piece of land on which the building / tower comprising such apartment is constructed.
24. The Applicant shall not be permitted to construct anything on the terrace of the concerned building / tower. In case any additional FAR becomes available upon the Plot, the Developer shall have the right to utilise such additional FAR and carry out construction of further apartment units as per applicable laws, anywhere upon the said Plot – either on the terrace or in any other area / space in the Total Project / Project. Such additional construction shall be the sole and exclusive property of the Developer, and the Developer shall have a right to convey / dispose the same at its discretion. However, if as a result thereof, there is any change in the boundaries or areas allotted to the Applicant, such change shall be valid and binding on the Applicant.
25. Subject to the foregoing, the Applicant understands and acknowledges that the Applicant's rights shall be limited to the Project / phase within which the allotted apartment is situated (as defined under this Application), and the Applicant shall not have any rights in the development proposed to be carried out upon the other phases / Projects within the Total Project / Plot. The Developer may restrict or moderate the access of the Applicant to the development proposed to be carried out upon the other phases / Projects within the Total Project / Plot.
26. That the covered area shown in the brochure, map or any other document has been calculated on wall-to-wall basis; the carpet area includes the net usable floor area of an apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or *verandah* area and exclusive open terrace area, but includes the area covered by the internal partition walls of an apartment in the Project.
27. That the Applicant is aware of and has knowledge that the building plans are tentative and agreed that the same are subject to alterations and additions as may be deemed necessary or required by the Developer, the government / GDA, any other local authority or body having jurisdiction.
28. That the agreed Total Cost mentioned hereinabove for the residential / commercial apartment unit does not include easement rights and further construction in case of FAR enhancement, open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces (except what has been conveyed / allotted to applicant(s)) or tot-lots, space for public amenities, shopping centres, clubhouses, school or any other space, all of which will be solely owned by the Developer who will have the authority to charge membership for such facilities and dispose-off other assets (as stated above).
29. That after the execution of allotment letter, the Applicant shall be treated / referred as "**Allottee**".
30. That in case the Applicant(s) makes the payment towards the Total Cost / instalment for the apartment by way of cheque and the cheque is dishonoured for any reason whatsoever, it shall be treated as if the said Applicant(s) has / have defaulted in making payments of the amount and

thereby has / have committed a breach of the terms and conditions of payment mentioned herein. Additionally, the Applicant shall be subject to all the applicable provisions of this Application Form, besides being liable for such action as may be applicable under the law.

31. That the Applicant(s) shall abide by all laws, rules and regulations of the Hi Tech Township Policy/ GDA / local bodies / Government of Uttar Pradesh, comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board / Water Commission and of any proposed body corporate / association of the buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after the completion of the Project. The apartment shall be used for the purpose for which it is allotted.
32. That the instalments with respect to payments towards the apartment will be due at the intervals, as per prescribed Payment Plan (mentioned above). In case the payment noted in the payment plan is not made in time or there is any breach of any of the terms and conditions mentioned herein, by the Applicant, the allotment will be cancelled and 10% of the Total Cost of the apartment will be forfeited and balance amount, if any, will be refunded to the Applicant without any interest, upon reallocation of the apartment unit to a third party. It is made clear that time for payment is the essence of this allotment.
33. That if for any reason the booking of the apartment is cancelled by the Developer (for any breach by the Applicant(s) of the terms of this Application or the Allotment letter), then 10% of the Total Cost of the Apartment along with any taxes paid to competent authority/ies will be forfeited and balance amount, if any, will be refunded by the Developer without any interest. In case of cancellation of the booking done through any dealer / broker / channel partner, amount paid towards brokerage / commission will also be forfeited.
34. The drawings of the Project, displayed at the Developer's office have been approved by the GDA. However, the same is subject to change at the instance of sanctioning authority or the Developer or any other changes during the course of construction as deemed fit by the sanctioning authority / architect / structural engineer.
35. That the Applicant(s) has / have seen and accepted the proposed plans, designs, specifications which are mentioned in the sales prospectus and draft agreement for sale. Any alteration / modification in the layout plan / building plans, designs as the Developer may deem fit or as directed by any competent authority(ies) resulting any change in the area of the apartment, any time prior to and upon the possession of the apartment, the Developer shall intimate to the Applicant(s), in writing, the changes thereof and the resultant change, if any, in the price of the apartment to be paid by them. The Applicant(s) agrees to inform the Developer in writing their consent or objection to the Developer within 30 days from the date of such notice, failing which the Applicant(s) shall be deemed to have given their objection to the Developer and the allotment shall be deemed to be cancelled and the Developer shall refund the entire money received from the Applicant(s) without any interest. The Applicant(s) agrees that any refundable / payable amount (without any interest) at the rate per sq. feet as mentioned in the application / agreement for sub-lease / allotment letter.
36. That the Developer can make any type of change of layout / elevation / design besides alteration in open spaces, green area or parking spaces etc. as and when required or deemed fit after approvals from the concerned authority and as per provisions for the UPRERA.

37. The appliances, products and fitments provided / installed in the apartment shall carry warranties by the respective original manufacturers / suppliers. The Developer will share the warranty related information with the Applicant. In case of any defects or deficiencies in this respect, the Allottee shall raise its claim towards such original manufacturers / suppliers directly, to the complete exclusion of the Developer.
38. The Applicant understands that materials used / installed in the apartment such as natural stones, veneers, and other similar materials, do not carry any warranties from the Developer and may have natural variations such as difference in colour, grains, texture, facial cracks etc, the Applicant understands the same and shall have no objection for the same.
39. That a written intimation for completion of apartment and/ or phase will be sent to the Applicant(s) and 'Fit-out period' of one quarter will commence from the date of offer for possession. The said fit out period shall be to facilitate the Applicant(s) to communicate the exact date by which they will be taking the physical possession of their apartment after complying with requisite formalities viz. obtaining NOC from the accounts department of the company, registration of sale /conveyance deed etc. The installation of sanitary ware, washbasin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said fit-out period only, which will take 45-60 days for the apartment.
40. Since the Project is large, having number of buildings, the construction will be completed in multiple phases. The residential / commercial apartment / unit shall be offered for handover once the facilities and amenities of the building / tower where the apartment is situated are completed.
41. That the Developer shall complete the development / construction of Project being developed in Phase 1 on or before 27.03.2030 under Phase 2 on or before _____ and Phase 3 on or before _____. These are the dates provided by the Developer at the time of registration of the Project(s) with UPRERA. In case of delay attributable to delay of Developer, the Developer would pay annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of registration of the respective phases with UPRERA Authority plus 1% on the amount received on account of apartment / commercial space for the period of delay to the Applicant(s), provided however that the Applicant(s) has not breached its obligations under the Application Form / Allotment Letter / Agreement for Sale (including but not limited to making timely payments of instalments as per the payment schedule).
42. That the construction of the respective Projects is likely to be completed in the stipulated time subject however, to force major circumstances, delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, and / or any order / directions by any competent court or other competent authorities, NGT, tribunal, commission, board etc., government policy, guidelines, bye laws, decisions, etc. or for any unforeseen reason beyond the control of the Developer, affecting the regular development of the real estate project ("Force Majeure"). Where the completion of the apartment / building / phase / project is delayed due to the Force Majeure conditions then the Applicant agrees that the Developer shall accordingly be entitled to the extension of time for completion of the Project / phase, and correspondingly delivery of possession of the apartment. Provided that, such Force Majeure conditions are not of a nature, which makes it impossible for the contract to be implemented.
43. That any request for any change in construction of any type in the apartment or change in the payment plan from the applicant shall not be entertained.

44. That after taking possession of apartment the Applicant(s) shall have no claim against the Developer as regards any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer.
45. That all taxes such as house tax, water tax, sewerage tax, service tax, electricity charges or any other taxes or charges shall be payable by the Applicant from the date of this Application Form or from the date of possession or deemed date of possession declared by the Developer, whichever is earlier.
46. The Applicant shall pay to the Developer a sum of Rs. _____ per sq. ft. of the super area of the Apartment towards Interest Free Maintenance Security (IFMS) as replacement fund to be established for meeting expenses relating to repair / replacement of capital equipment including such as lifts, pumping set installations, devices and equipment, painting of exterior walls of the complex, major repairs of common areas and facilities, as and when required to be attended to. It is agreed by the Applicant that any expenses / cost incurred by the Builder towards replacement / repairs of any equipment / plant and machinery etc. installed / underused for providing maintenance facilities / services shall be paid by the Applicant proportionately, till such time the maintenance facilities are transferred / handed over to the duly registered apartment owners association, in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2010. Such cost / charges may be adjusted against the advance maintenance charges paid by the Applicant or out of IFMS deposit.
47. The Applicant agrees to pay IFMS of the first two (2) years to the Developer in advance, before the execution of the sale / conveyance deed of the Apartment in its favour. The Developer shall transfer / handover the maintenance facilities / services to the duly registered apartment owners' association (in accordance with applicable law) within two (2) years from the date of receipt of occupancy certificate / completion certificate for the Project. In case the maintenance facilities / services are not transferred / handed over to duly registered apartment owners association (in the manner stated above), the Developer / maintenance agency shall charge a management fee @ [•] % of maintenance charges in addition to the maintenance charges.
48. Pursuant to the Conveyance Deed dated 12.1.2.2024, the Developer has entered into a City Level Maintenance Agreement with the nominated agency of the Erstwhile Owner, for the maintenance and upkeep of the entire Hi-Tech Township. In addition to the foregoing maintenance charges for the Project, the Allottee agrees to pay city level maintenance security, in proportion of the super area of their apartment to the super area of all the apartment units in the Project, as per the Payment Plan, to the Developer which shall be passed on by the Developer to the Erstwhile Owner/City Level Maintenance Agency. The city level maintenance security shall be payable before the execution of the conveyance deed of the apartment, in accordance with the payment plan.
49. The convenient shopping area and the setback area located in front of the convenient shopping area, along with any covered or open areas connected to the convenient shopping shall not constitute part of the common areas of the Project. These designated areas shall consistently remain independent and under the ownership of the Developer, as also specified under the Deed of Declaration as per Section 12 of The Uttar Pradesh Apartment (Promotion of construction, Ownership & Maintenance) Act, 2010 and the Developer retains the freedom to retain or transfer the ownership of such areas to any other party.
50. The entry and exit of the convenient shopping area are separate. However, the service and facilities of the convenient shopping area shall be interconnected with the services and facilities of the

Project. The electricity charges and maintenance charges for the convenient shops shall be equivalent to the rates for the residential units. The Applicant or the allottees or the association of allottees shall have no right to object to or interrupt the services of the convenient shop as long as they are regularly paying all their dues towards the electricity and maintenance to the maintenance agency / association of allottees.

51. That the Applicant consents that they shall allow maintenance staff to enter in their apartment / duct etc. for cleaning / maintaining / repairing of the pipes / leakage / seepage in their apartment or any other apartment.
52. That it is clearly explained, understood and agreed by the Applicant that if for any reason, whatsoever, be it for a circumstance, within or beyond the control of the Developer, the whole or part of the Total Project is abandoned, the Applicant shall have no claim of any kind against the Developer, and the Developer shall discharge all of its obligations under the Application Form on the payment of the principal amount in full as received from the Applicant, without any interest thereon.
53. It is hereby agreed, understood and declared by and between the Parties that a conveyance / sale deed shall be executed and registered in favour of the Applicant after the Apartment has been constructed at the Project site subject to the Applicant making payment of Total Cost, and other charges / dues etc. as agreed herein. The other connected expenses i.e. cost of stamp duty for registration of agreement for sale and the conveyance deed or sale deed / registry, registration charges / fee, miscellaneous expenses and advocate's legal fee / charges etc. shall be borne and paid by the Applicant. The Applicant shall be responsible and liable for any deficiency in stamps and valuation / under valuation of the apartment for the purposes of stamp duty / any penalty in respect thereof. The Applicant shall also be liable and responsible for payment of all taxes / charges / penalties etc. whatsoever, as applicable, (including GST or any other applicable tax) and as may be applicable at any time in the future in respect of this transaction.
54. Apart from the above-mentioned charges, charges for electricity connection, Electrical Infrastructure Development Charges, gas connection, maintenance charges, club subscription / usage charges, water and sewerage connection, dual meter, FTTH or any other services will be charged extra at the time of offer of possession.
55. That the Applicant shall abide by all laws, rules and regulations of the GDA / Local Bodies / Government of Uttar Pradesh and of the proposed body corporate, association of the buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after the completion of the Project. The Apartment shall be used for the purposes for which it is allotted to the Applicant.
56. That the Applicant is aware that various apartments are being allotted to various persons under uniform terms and conditions in the Project. The Applicant agrees that he shall use the said apartment for permitted / assigned purposes and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to other occupants of other apartments in the Project, to crowd the passages or to use it for any illegal or immoral purpose.
57. That the Apartment shall be used for activities that are permissible under the Law.
58. The Applicant(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps, toilets / bathroom / any other portion of the

other apartments or any other item if it occurs due to their malfunctioning or wilful act. The repairs for such damage shall be carried out at the cost and expense of the Applicant(s).

59. That the contents of each apartment, along with the connected structural part of the building shall be insured by the Applicant at his / her / their own cost against all natural calamities. The Developer, after handing over the possession of the apartment, shall in no way be responsible for safety, stability etc. of the structure. The Applicant shall pay all charges towards insurance, either by him individually or through a society collectively, if formed for the maintenance of building.
60. That the Developer covenants with the Applicant that they shall peacefully hold and enjoy the said apartment without any interruption by the Developer or any of its associates. The Applicant shall have right to sell or rent the apartment after taking possession of the same.
61. That the Applicant shall obtain electricity supply connection from the concerned authority at its own cost and expense. The Developer / maintenance agency (as the case may be) may facilitate the installation of the connection or meters by the concerned authority and may develop infrastructure so required within the building / tower where the apartment is located. The cost for development / maintenance of such infrastructure shall be borne by the Applicant, and the Applicant shall make payments as per the demand raised by the Developer and / or maintenance agency and / or the concerned authority. In case of any change in the electrical connection structuring (change from multi-point to single point or vice-versa) as per the policy of the concerned authority, the additional cost or expenses of such change shall be borne exclusively by the Applicant(s). The electrical installation/transformers/E.S.S. equipment and cabling shall be designed with [•] % diversity factor. For example for [•] KVA load only [•] KVA capacity shall be installed. The DG equipment and cabling shall be designed with [•] % diversity factor. For example for [•] KVA load only [•] KVA capacity shall be installed.
62. The Developer / maintenance agency shall install separate meter(s) for recording the consumption of electricity attributable to the Applicant for common areas of the Project, power back-up and maintenance charges. The Developer / maintenance agency shall charge, in proportionate basis, such electricity consumption of the Applicant (for common areas including but not limited to lift(s), club, tower lobby(ies), common facilities etc. and power back-up consumed by the Allottee) and maintenance charges through prepaid system as per applicable law and policy of the concerned authority. The charges shall be fixed for electricity, club charges and power back-up, project /common area maintenance, city level maintenance charges or any other charges decided by the Developer / maintenance agency will be deducted through prepaid meter system.
63. In case the Applicant(s) do not make timely payments of the charges for any of the facilities (such as maintenance, club, power back-up etc.), the Developer / maintenance agency shall have a right to restrict the usage of any or all the facilities by the Applicant(s) in the project / phases.
64. It is clearly understood that the car parking space is a package deal with the sale of the flat / dwelling unit. The Developer has explained, and the Applicant(s) has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of flat to the to the Applicant(s) including by the way of mechanical parking and further that the Developer shall have the right to decide the same in its exclusive discretion including the mode of allotment. It is further agreed that in case of the Applicant(s) has been allocated additional parking, the car parking space may be allotted in the discretion of the Developer on back-to-back basis / mechanical parking and not by way of separate parking space for each car. That it is agreed and acknowledged by the Applicant(s) that to meet the requirement of additional car parking space in the event of additional construction / expansion in view of the permission for additional FAR, the Developer may in its

discretion, convert the existing car parking space in a manner to create additional space for car parking by and including and not limited to the use of mechanical parking technology, without however, disturbing the right of the buyer of the flat as to be allotted parking granted herein.

65. All parking shall be allotted at the sole discretion of the Developer. The said allotment may be mechanical or non-mechanical, depending upon the technical feasibility of the Project.
66. The Developer may, in compliance with applicable law and subject to available sanctioned load and overall technical feasibility, provide electrical charging facility / point(s) at the car parking space(s) allotted to the Applicant. It is clarified that the Developer shall not be obligated to provide such facility to the Applicant, and such provision shall be made by the Developer on a best effort basis. It is further clarified that in case such facility is provided, the same shall be at the cost and expense of the Applicant (including installation and maintenance charges for wiring, connection meter etc.). Further, the Applicant shall be liable to make payment of electricity consumption charges to the Developer / Maintenance Agency / competent authority as per applicable law. If desired by the Developer, the Applicant shall execute necessary agreement (car parking agreement etc.) in respect of the same.
67. The Applicant understands that temporary car parking spaces for guests / visitors of the Applicant may be made available by the Developer / Maintenance Agency within the Project, subject to availability. The usage and availability of temporary car parking for guests / visitors shall be governed by the rules and regulations of the Developer / Maintenance Agency. The Developer / Maintenance Agency shall have the right to restrict or manage the temporary car parking spaces for the guests / visitors, as required. The Developer / Maintenance Agency may charge for temporary car parking spaces for guests / visitors, and such charges may vary from time to time on the basis of ward, watch, safety and security requirements.
68. Further, if there are any service tax, trade tax, GST and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc., as assessed and attributable to the Developer as a consequence of any order from the Government of Uttar Pradesh / GDA / Statutory or other local authority(s), the said demand though issued on the Developer, shall be the liability and responsibility of the Applicant who shall pay / reimburse the said demand immediately to the Developer on intimation, in accordance with his / her / their proportionate share in proportion as attributable to the Applicant.
69. It is hereby agreed, understood and declared by and between the parties that the Developer / Land Owner may take construction finance / demand loan for the development of the Total Project / respective Project being developed in phases after mortgaging the Plot / apartment in the said Project. However, the sale deed in respect of Apartment in favour of Applicant(s) will be executed & registered free from all encumbrances at the time of registration of the same.
70. That the Applicant(s) agrees, and undertakes that they shall, after taking possession or receiving deemed possession of the apartment, as the case may be, or at any time thereafter, have no objection to the Developer constructing or continuing with the construction of the remaining structures in the Total Project / respective Projects / phases or other buildings adjoining the apartment conveyed to the Applicant(s).
71. That until a sale/conveyance deed is executed & registered, the Developer shall continue to be the owner of the Apartment and the construction thereon or an allotment in favour of the Applicant shall not give to the Applicant any rights or title or interest therein even though all payments have

been received by the Developer. Further, the Applicant agrees that the Developer is not constructing any apartment in the Project as the contractor of the Applicants, but as a developer of the Project.

72. That the Applicant shall get his / her / their complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by registered A/D letter / personal delivery about subsequent change, if any, in his / her / their address, failing which all demand letters delivered at the registered address shall be deemed to have been received by him / her / them. The Applicant shall be responsible for any default in payment and other consequences that might occur therefrom / subsequent to the delivery of the said demand letters. In the event that there are multiple Applicants, the Developer shall be responsible to communicate only with the first Applicant.
73. All or any disputes arising out or touching upon or in relation to these terms and conditions including the interpretation and validity thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.
74. In case of the Applicant being an NRI / Foreign Nationals of Indian Origin, the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing, shall apply. It shall be the responsibility of the Applicant (if the mentioned case applies) to seek prior permission of RBI / any other government agency, as may be applicable, for the purpose of allotment. In case, the permission for acquisition of the Apartment is not granted to the Applicant, the amount received by the Company shall be refunded in full to the Applicant without any interest, and the said allotment shall stand cancelled.
75. That the Applicant may undertake minor internal alterations in the apartment only with the prior written approval of the Developer / maintenance agency / concerned statutory authorities. The Applicant shall not be allowed to effect (a) any changes / alterations as may cause / is likely to cause damage the structure (column, beams, slabs etc.) of the block / or the apartment or to any part of adjacent apartment or (b) changes that may affect the facade or common areas of the building or (c) cause encroachment on the common spaces of the building in the Project.
76. That the Developer shall develop the EWS Land of the Plot within the Total Project as EWS Development (Phase 3) for economically weaker sections (EWS) or low-income groups (LIG) as per the norms and regulations of the GDA / concerned authority. The Developer shall develop the EWS Development within the Total Project on the EWS Land as per the approved layout plans. The Applicant confirms and acknowledges that it does not have any objection to the development of the EWS Development upon the EWS Land within the Total Project. The Applicant acknowledges the Developer may either handover over the units of EWS Development to the state government/GDA/concerned authority or if permissible, sell the units of EWS Development directly to the allottees of EWS Development as per the applicable policies, regulations and norms of the concerned authorities/GDA.
77. The Developer shall have exclusive rights over such units within the Phase 3 EWS Development, and the allottees of the Phase 1 and Phase 2 Project shall not have any rights over the EWS Development. The Developer shall have the right to develop, construct, allot, sell and receive the proceeds from EWS Development as per applicable policies, regulations and norms without any objection or demands from the Allottee.

78. The rights, title and interest of the allottees of the EWS Development shall be limited and restricted to the EWS Development / EWS Land / Phase 3. The allottees of the EWS Development shall not have any rights, title or interest in the Phase 1 or Phase 2 Projects, including the rights to enter or access the common areas or facilities or amenities of the Phase 1 and Phase 2 Projects.

79. The Developer may, in its sole discretion, share, interlink and/or interconnect the services of Phase 1 and Phase 2 Project, such as STP, water and electricity supply and fire safety equipment with the Phase 3 EWS Development. It is however clarified that in case the Phase 3 EWS Development receives any services mentioned above from the Phase 1 or Phase 2 Projects, then the allottees of the Phase 3 EWS Development and / or the association of allottees of the Phase 3 EWS Development shall be liable for payment of applicable maintenance charges, including water, electricity, fire-fighting and STP. It is further clarified that, in case the rates of these facilities or services for the EWS Development are affixed or determined by any government authority or body, the association of allottees of the Phase 1 and Phase 2 Project shall be bound to deliver such services and facilities at the rates so affixed or determined by the government authority or body, without any objection from the Applicant and without any recourse or claim against the Developer.

80. That the transfer of the rights to the Applicant, with respect to the Apartment, shall be at the discretion of the Developer and the same shall require prior written approval of the Developer and subject to payment of such fee / administrative charges as prescribed by the Developer from time to time.

81. It is made clear that any commitment / representation made and / or information delivered by any of the channel partner / sub-agent or their representative to any flat buyer / customer, who is not mentioned in the brochure / application form / Flat buyer agreement / agreement to sale / conveyance deed shall not carry any authorization made on behalf of Developer. If any flat buyer demands some addition / alteration with in the policy of the Developer, in that case, the authorized signatory of the Developer is the right person to make such agreement.

82. The post-dated cheques, with respect to the apartment, shall be given at the time of execution of agreement for sale in case of term linked plans.

83. No plan change request will be entertained.

84. The Developer reserves the right to withdraw the payment plan at its sole discretion without any prior notice.

85. Interest equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date of registration of the project with UPRERA Authority plus 1% p.a. shall be charged in case of delay in payment.

86. The Developer affirms that it shall not endorse any kind of credit notes, if any issued by any of its agent(s).

87. The UPRERA Registration No. for project being developed in Phase-I is [•], for Phase-II is [•].

BOOKED BY / AUTHORISED BY

Name:

Address:

.....

Phone:

Authorised by

Signature:

Date: