- 24. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc. for Cleaning/maintaining/repairing of the pipes/leakage/ seepage in his/her/their Apartment or any other Apartment.
- 25. That it is clearly explained, understood and agreed by the intending allottee(s) that if for any reason, whatsoever, be it for a circumstance, within or beyond the control of the company / builder, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the builder, and the builder will be discharged of its obligations under the agreement on the payment of the principal amount in full as received from the intending allottee(s), without any interest thereon.
- 26. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the intending allottee(s) after the apartment has been finally constructed at the site; and further only after the payment of total sale consideration, and other charges/ dues etc. as agreed herein by the intending allottee(s) to the builder. The other connected expenses i.e. cost of Stamp duty for registration of the Sub Lease deed/ Registry, registration charges / fee, miscellaneous expenses and Advocate legal fee/ charges etc. shall be borne and paid by the intending allottee(s). The intending allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation/ under valuation of the apartment for the purposes of stamp duty/ any penalty in respect thereof. The intending allottee(s) shall also be liable and responsible for payment of all taxes / charges / penalties etc. whatsoever, as applicable, (including service tax) and as may be applicable at any time in the future in respect of this transaction.
- 27. Apart from the above mentioned charges, charges for Electricity connection, Gas connection, water and swerage connection, dual meter or any other services will be charged extra at the time of offer of possession.
- 28. That the intending Allottee(s) shall abide by all laws, rules and regulations of the NOIDA AUTHORITY/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) 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 complex. The Apartment shall be used for the purpose for which it is allotted.
- 29. That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
- 30. That the Apartment shall be used for activities as are permissible under the Law.
- 31. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom /any other portion of the other Apartment caused due to his negligence or wilful act.

 The intending Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or wilful act.
- 32. That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
- 33. That the Builder covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
- 34. That Builder may get single point electric connection for the complex from the PaschimanchalVidyutVitran Nigam Limited or any other concerned Authority and will be distributed through separate meters to the intending Allottee(s) through prepaid system. The intending Allottee(s) will get the electric connection for the capacity, as decided by the builder at the time of offer of possession at an additional cost thereof.
- 35. That the Maintenance Charges, Power back-up charges, fixed charges for electricity, club charges and power back-up, city level maintenance charges or any other charges decided by the builder or agency maintaining the complex will be deducted through prepaid electric meter system.
- 36. It is clearly understood that the car parking space is a package deal with the sale of the flat / dwelling unit. The developer / builder has explained and the buyer has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of the flat to the buyer 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 a buyer 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 buyer that to meet the requirement of additional car parking space in the event of additional construction / expansion in view of the permission for additional F.A.R, 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 the allotted parking granted herein.
- 37. All parking will be allotted at the sole discretion of the company/developer. It can be mechanical or non-mechanical depending upon the technical feasibility of the project.
- 38. Further, if there is any service tax, trade tax and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the builder as a consequence of order from the government /NOIDA AUTHORITY/ Statutory or other local authority(s), the said demand though issued on the builder, shall be the liability and responsibility of the intending allottee(s) / buyers of the apartments who shall pay / reimburse the said demand immediately to the builder on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s)].
- 39. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
- 40. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the Apartment and also the construction there on and this allotment shall not give to the intending Allottee(s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the intending Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment by the execution of sub lease deed.
- 41. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).
- 42. That the intending Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/ personal delivery about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will deemed to have been received by him/her/them at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- 43. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Noida, (U. P), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
- 44. In case of NRI / Foreign Nationals of Indian Origin allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing shall be responsibility of the allottee(s), including seeking prior permission of RBI / any other government agency, as may be applicable. In case, the permission for acquisition of the apartment is not granted to the allottee(s), the amount received by the company will be refunded in full to the allottee(s) without any interest, and the allotment shall stand cancelled.
- 45. That the allottee(s) / apartment owners may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the company / concerned statutory authorities. The allottee(s) shall not be allowed to effect any changes/ alterations as may cause / is likely to cause damage the structure (column, beams, slabs etc.) of the block/ or the unit or to any part of adjacent units; changes that may affect the facade or common areas of the building or as cause encroachment on the common spaces in the building.
- 46. That the transfer of the rights of the allottee(s) for the apartment will be at the discretion of the builder and would require prior written approval of the builder and also subject to payment of such fee / administrative charges as prescribed by the builder from time to time.
- 47. 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, which is not mentioned in the brochure/ application form/ flat-buyer agreement, shall not carry any authorization made on behalf of the company. If any flat buyer demand some addition/alteration with in the policy of the company, in that case, the authorized signatory of the company is the right person to make such agreement.
- 48. Post dated chequesto be given at the time of booking or execution of agreement in case of Super Structure Plan (40:40:20) & Special 25 Plan (25:25:25:25).
- 49. No plan change request will be entertained.
- 50. Company reserves the right to withdraw the payment plan at its sole discretion without any prior notice.
- 51. Interest at 15% pa shall be charged in case of delay in payment.
- 52. The company and its agents do not endorse any kind of credit notes.
- 53. That the intending allotee has seen and verified all revised plan dated 5 th Aug 2016 vide allotment number III-289/983 and does not have any objection for the same.

I/We have fully read and understood the terms and conditions mentioned herein above and agree to abide by the same.

Signature of the applicant(s)

RERA Reg. Numbers. Ph1 - UPRERAPRJ 5931 • Ph2 -UPRERAPRJ 2369 • Ph3 - UPRERAPRJ 2437





APPLICATION FORM

Application for Allotment of Residential Apartment at CLEO COUNTY, Sector-121, Noida, U. P.

To, M/s. I V County Pv A-39, SECTOR-63, 0120-4237000	E DANCED STORY -		Project Name : CLEO COUNTY GH-5, Sector-121, Noida, U.P.
Dear Sir / Ma'am, I / We remit herewit	th a sum of Rs	(Rupees	only)
by account payee Demand Draft / Cheque Nodateddrawn ondrawn ondraw			
plan and all other di		ice of the apartment in a lump-sum as down pa lated in this application and the allotment lette ood by me / us.	
	My/Our particula	ars are given below for your refere	nce and record:
MAIN APPLICANT			
Name	¥!		
S/o / D/o / W/o			
Date of Birth		Nationality:	
PAN No.	# 		
Res. Address	t		
Office Address	t	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
	***************************************	~~~====================================	
Telephone :-	Res. :	Off. :	
	Mobile :		
	E-mail:	***	······································
		CO APPLICANT	
Name S/o / D/o / M/o			
S/o / D/o / W/o Date of Birth		Nationality	
PAN No.		INAUOHAIILY	
Res Address	1		
i loor i aaroo	**************************************		
Office Address	•	********************************	
Telephone :-	Res. :	Off. :	
	Mobile :	Fax :	

Application Form.indd Spread 1 of 2 - Pages(4, 1) 30/07/15 12:12 pm