

Project Name: IVORY COUNTY

To,
Themecounty Private Limited (“Developer”)
First Floor, A-39, Sector 63, NOIDA
Gautam Buddha Nagar UP 201301
CIN: U70109UP2022PTC167779
GSTIN – [●]

Dear Sir / Ma'am,

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 agreed plan and 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 and clearly understood by me / us.

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	

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*	

* 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



TERMS & CONDITIONS FORMING PART OF THIS APPLICATION SEEKING ALLOTMENT OF APARTMENT IN IVORY COUNTY, GH-01, SECTOR-115, NOIDA

1. Vide Lease Deed dated 18.07.2018 (duly registered before the Sub-registrar III, Gautam Budh Nagar as Document No. 3462 in Book No. 1, Vol. No. 6596 at pages 117-156) and the subsequent Correction Deed dated 08.09.2022 (duly registered before the Sub-registrar III, Gautam Budh Nagar as Document No. 2530 in Book No. 1, Vol. No. 7878 at pages 353-376) executed by the New Okhla Industrial Development Authority and Ambience Private Limited (“**Land Owner**”), Land Owner acquired the leasehold rights upon the Plot of land admeasuring 1,13,529.27 sq. mtrs. situated at GH-01, Sector 115, Noida, Uttar Pradesh (“**Plot**”).
2. Thereafter, vide Development Agreement dated 18.11.2022 (duly registered before the Sub-registrar as Document No. 7568 in Book No. 1, Vol. No. 11583 at pages 153-306), Land Owner granted, transferred and assigned the entire development / co-development rights in respect of the said Plot in favour of **Themecounty Private Limited** (“**Developer**” / “**Developer Promoter**”).
3. 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 sub-lease, conveyance / sub-lease deed etc.).
4. In the manner stated above, the Land Owner has a clear and marketable title over the Plot. The Developer has the absolute and unfettered rights with possession of the Plot to develop and market the entire project upon the Plot in the manner stated above and to sell the units developed thereupon.
5. Accordingly, the Developer shall undertake the development of a group housing project upon the Plot comprising residential, commercial, club house and school under the name and style of ‘**Ivory County**’ (“**Total Project**”).
6. 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 Towers A-1, A-2, A-3, B-5, B-6, C-1, C-2, C-3, C-4, C-5, C-6 and club / community centre 1 and commercial complex and school building; and
 - b) The **Phase 2** comprising Tower E, Tower F-1, F-2, Tower G and club / community centre 2; and
 - c) The **Phase 3** comprising Towers A-4, A-5, B-1, B-2, B-3, B-4, D-1 and D-2.
7. 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.
8. Further, the Applicant understands and acknowledges that the residents / occupants of the Project being developed in Phase 2 shall have access to the facilities and amenities of the Projects being developed in Phase 1 and Phase 3. However, the access and usage of facilities and amenities of the Project being developed in Phase 2, by the residents / occupants of the Project being developed in Phase 1 and Phase 3 shall be restricted or moderated by the Developer. The Applicant confirm and acknowledge that they shall have no objections to the same.

9. 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.
10. 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 sub-lease and conveyance deed.
11. Whereas the terms & conditions of the parent lease deed executed by the NOIDA Authority in favour of the Land Owner shall also be applicable to the Applicant.
12. 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 NOIDA Authority as well as of the Government / NOIDA Authority Policy.
13. 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 sub lease deed / conveyance deed to the concerned applicant) or tot-lots, 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.
14. The residential / commercial apartment unit shall be conveyed / sub-leased upon the execution of the conveyance / sub-lease 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.
15. 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.
16. Subject to point 8 above, 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.
17. 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.

18. 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 / NOIDA Authority, any other local authority or body having jurisdiction.
19. 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 / sub-leased 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).
20. That after the execution of allotment letter, the Applicant shall be treated / referred as "**Allottee**".
21. 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.
22. That the Applicant(s) shall abide by all laws, rules and regulations of the NOIDA Authority / 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.
23. 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.
24. 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.
25. The drawings of the Project, displayed at the Developer's office have been approved by the NOIDA Authority. 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.

26. 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 sub-lease. 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.
27. 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.
28. That a written intimation for completion of apartment / phase will be send 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 sub-lease 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.
29. 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.
30. That the Developer shall complete the development / construction of Project being developed in Phase 1 on or before 31.07.2028, under Phase 2 on or before 31.12.2028 and Phase 3 on or before 31.12.2029. These are the dates provided by 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).
31. 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, 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.

32. 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.
33. 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.
34. 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.
35. 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, in the absolute ed and agreed by the buyer 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.
36. That the Applicant consents that they shall allow maintenances staff to enter in their apartment / duct etc. for cleaning / maintaining / repairing of the pipes / leakage / seepage in their apartment or any other apartment.
37. 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.
38. It is hereby agreed, understood and declared by and between the Parties that a conveyance / sub-lease 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 the conveyance deed or sub lease 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.

39. 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.
40. That the Applicant shall abide by all laws, rules and regulations of the NOIDA Authority / 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.
41. 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.
42. That the Apartment shall be used for activities that are permissible under the Law.
43. 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).
44. 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.
45. 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.
46. 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).
47. 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, city level maintenance charges or any other charges decided by the Developer / maintenance agency will be deducted through prepaid meter system.

48. 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.
49. 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.
50. 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.
51. 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.
52. 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 / NOIDA Authority / 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.
53. 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 Sub-lease 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.

54. 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).
55. That until a sub lease deed / 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.
56. 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 there from / subsequent to the delivery of the said demand letters. In the event that there are multiple Applicants, the Developer's shall be responsible to communicate only with the first Applicant.
57. 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.
58. 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.
59. 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.
60. 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.
61. 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 / Sub lease 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.

62. The post-dated cheques, with respect to the apartment, shall be given at the time of execution of agreement for sub-lease in case of term linked plans.
63. No plan change request will be entertained.
64. The Developer reserves the right to withdraw the payment plan at its sole discretion without any prior notice.
65. 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.
66. The Developer and its agents affirm that it shall not endorse any kind of credit notes.
67. The UPRERA Registration No. for project being developed in Phase-I is [•], for Phase-II is [•] and for Phase-III is [•].

BOOKED BY / AUTHORISED BY

Name:

Address:

.....

Phone:

Authorised by

Signature:

Date: