

To,

PERFECT MEGASTRUCTURE PRIVATE LIMITED,

Registered office at F-28, Preet Vihar, Vikas Marg, Delhi -110092

Dear Sirs,

I / We, the applicant (s) herein am / are desirous of allotment of a Residential Apartment / Commercial Space in the Group Housing Project, "**IVY COUNTY**" to be constructed / under construction by the Promoter on the Group Housing Plot No. GH-15, ECO City, Sector – 75, Noida, Distt. Gautam Budh Nagar, U.P., by you.

I / We agree and undertake to pay the agreed total price of the apartment / commercial space / unit in lump-sum as down payment / by way of installments as per the agreed payment plan mentioned herein below together with all other dues and charges / levies etc. as stipulated in this application / as may be payable as per the detailed terms of Letter of Allotment / Agreement for Sale / Sub-Lease, duly explained to me / us by the Promoter and clearly understood by me / us.

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

Name: _____

S/o / D/o /

W/o: _____

Date of Birth: - - Nationality :_

PAN No. : _ Aadhar No.

Residence Address

: _____

Correspondence Address

: _____

Office Address

2

Mobile No 1 : Mobile No 2 : Off. :

E Mail

Id:

Name: _____

S/o / D/o /

W/o:

Date of Birth: - - Nationality :_

PAN No. : _ Aadhar No. _____

Residence Address

1

Correspondence Address

•

Office Address

1

Mobile No 1 : Mobile No 2 : Off. :

E Mail

Id:

Signature of 1st Applicant Signature of 2nd Applicant

Name of

Company/Firm/LLP_

Date of incorporation - -

Registered

Address _____

Correspondence Address_

Name of the authorised contact person

Phone (Work) :

Mobile.

Email_

Company/Firm/LIP PAN Card (Mandatory)
Corporate Identification Number (CIN) (If applicable)
Director Identification Number (DIN) (If applicable)

Date of Booking _____

Type of Apartment _____ Tower

No _____ Apartment No _____ Floor

No _____

Super Area _____ Sq. Mtr. _____ Sq. Ft. •

Builtup Area _____ Sq. Mtr. _____ Sq. Ft.

Mtr _____ Sq. Ft.

Carpet Area _____ Sq. Mtr. _____ Sq. Ft. •

Balcony Area _____ Sq. Mtr. _____ Sq. Ft.

Ft.

Terrace Area _____ Sq. Mtr. _____ Sq. Ft. if any • Payment

Plan _____ Location _____

S. No. Particulars Amount (in Rupees)

1 Basic Sale Price :

2 AdditonalCharges :

3 Total Cost*

4 GST/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)

SUPER STRUCTURE PLAN (40:30:30)

On Booking 10% of Total Cost

Within 30 Days of Booking 30% of Total Cost

On Casting of Top Floor Slab 30% of Total Cost

On Possession 30% of Total Cost (100% IFMS)

SPECIAL 25 PLAN (25 : 25 : 25 : 25)

On Booking 10% of Total Cost

Within 30 Days of Booking 15% of Total Cost

On Casting of Ground Floor Slab 25% of Total Cost

On Casting of Top Floor Slab 25% of Total Cost

On Possession 25% of Total Cost (with 100% IFMS)
Signature of 1st Applicant Signature of 2nd Applicant

Name: _____

Firm Name _____

RERA Reg.
Number _____

Address
: _____

Phone _____

Authorised
by _____

Signature _____

Date _____

REMARKS

TERMS & CONDITIONS FORMING INTEGRAL PART OF APPLICATION FOR THE BOOKING/ALLOTMENT OF APARTMENT/ COMMERCIAL SPACE/UNIT IN THE GROUP HOUSING PROJECT “IVY COUNTY” to be constructed / under construction by the Promoter on the Group Housing Plot No. GH-15, ECO City Sector – 75, Noida, Distt. Gautam Budh Nagar, U.P.,, applied for by me/ us as per the particulars mentioned in the application form.

Whereas the New Okhla Industrial Development Authority, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act, 1976, Noida, Distt. Gautam Budh Nagar, UP, (hereinafter referred to as the ‘Authority’/ NOIDA’), launched the Group Housing Scheme Code GH-2009(V), and its corrigendum, as per the terms and conditions mentioned in the brochure / details of the Scheme released by it.

And Whereas Sub -Lessee / Promoter / **PERFECT MEGASTRUCTURE PRIVATE LIMITED**, in terms of the letter bearing no. Noida/MVN/2019/III-303/1131 dated 15.07.2019 is

entitled to develop group housing project on the Project Land admeasuring 20,639.00 sq. mtrs.; subject to the development norms prescribed in the Sub Lease Deed, the Floor Area Ratio (“FAR”) as permitted to it and as per other applicable building bye-laws, regulations and directions of NOIDA / Competent Government Authorities and the Promoter undertake the development of the said plot as a group housing project.

And Whereas, the promoter herein, / **PERFECT MEGASTRUCTURE PRIVATE LIMITED.**, proposes to develop the aforesaid plot as group housing project, as per the approved plans, under the project named ‘IVY County’ on the aforesaid plot.

AND WHEREAS, M/s / **PERFECT MEGASTRUCTURE PRIVATE LIMITED.**, has clear and marketable title over the said plot bearing no Plot No. GH-15, ECO City. Sector – 75, Noida, Distt. Gautam Budh Nagar, U.P on a total plot area of 20,639.00 sq. mtrs.(Project Land), with leasehold rights for a period of 90 years, with possession; subject to mortgage rights in favour of the banks / financial / lending institutions.

And Whereas, I / We, the applicant (s) / intending allottee(s) herein are fully aware that my / our right that on the allotment of the apartment / commercial space / unit applied for booking / allotment vide my / our application form shall be governed by the following terms and conditions and further such detailed terms and conditions as incorporated in the Agreement for Sale / Sub-Lease and Conveyance /Sub-Lease Deed to be executed later after the allotment of the apartment / commercial space / unit applied for and allotted by the promoter in its sole discretion.

1. The promoter shall develop the proposed group housing project IVY County as per the building plans approved by the NOIDA Authority / as per the revised / modified building plans as may be sanctioned at any time in future by the authority. The Project Complex shall have apartments / commercial spaces / units of different sizes and dimensions in various blocks / towers to be constructed on the project land .
2. That the applicant (s) / intending allottee(s) has / have seen / examined all the relevant documents relating to the title / ownership of the project land and has/have fully satisfied himself/ themselves about the title and the rights of the said promoter to execute / construct the project and market and sell the apartments / properties therein.
3. That the applicant(s) / intending Allottee(s) agree and undertake to abide by all the rules, regulations, terms and conditions, bye-laws of the NOIDA AUTHORITY as well as the Government orders/Notifications/ directions / policy of the competent authority for an integrated township in Noida / State of Uttar Pradesh in force as also as may be issued in future from time to time.
4. That saving and excepting the particular Apartment proposed to be allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of any other apartment /commercial space / unit etc.; 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 written agreement to the Intending Allottee(s) or tot-lots, space for public amenities, shopping centre or any other space not allotted to him/ her/them, which shall all remain the property of the promoter for all times unless the promoter/builder decides to dispose of the same , subject to the right of the intending Allottee(s), as mentioned hereinafter and the promoter/builder shall have every right to sell / lease out the

vacant apartment (s) or the complete block of the apartments as a whole or in part to one or more person(s), company(ies) / institution(s) whosoever, for short term or long term, as considered / decided by the promoter, in its sole discretion.

5. That as per the Layout Plan, it is envisaged that the apartment(s) on all the Floors shall be sold as independent unit(s)/ apartment(s). The allottee(s) shall have proportionate imitable and undivided share in the project land, as per the applicable laws / statutory rules / regulations.

6. That the intending Allottee(s) shall not be permitted to carry out any construction / or encroach upon in any manner; the terrace of the tower (s) or anywhere in the project complex. The Promoter, however, shall have the right to explore the terrace / open areas / space(s) in the project complex, in case of any change in the F.A.R. Policy and the increased F.A.R. so sanctioned / approved by the authority, and shall accordingly carry out construction of additional apartment(s) / space (s) as per applicable laws. . The applicant(s) / intending allottee(s) / allottee(s) shall not interfere, in any manner, with such rights and authority of the promoter, who shall be the exclusive owners of the apartment(s) / commercial space(s) / unit(s) subsequently constructed as per the revised / modified sanction plans for the additional F.A.R.

7. Carpet Area/Built-up Area/Super Area

Carpet Area: Carpet Area is the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Built-Up Area: Built-Up Area shall mean the total polyline (p.Line) area measured on the outer line of the unit including balconies and/or terrace with or without roof. The outer walls which are shared with another unit shall be computed at 50% and remaining outer walls are computed at 100%.

Super Area: Super Area Shall mean the entire area of the said apartment enclosed by its periphery walls, including half of the area under common walls between two flats, and full area of walls in other case; area under columns, cupboards, window projections and balconies; and (ii) proportionate share of service areas to be utilized for common use of facilities, including but not limited to lobbies, staircase, circulating areas, lifts, shafts, passage, corridors, stilts, lift machine room, area for water supply, arrangement, maintenance, office, security/fire control rooms etc.

8. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).

9. That if the allottee(s) make the payment towards the cost /installment of the apartment by way of cheque and the cheque is dishonoured for any reason whatsoever, it shall be treated as if the allottee(s) have defaulted in payment of the amount / committed a breach of the terms and conditions of payment and shall be subject to the applicable provisions of the Agreement to sale/sub-lease agreement,besides being liable for such action as may be applicable under the law.

10. That the intending Allottee(s) shall abide by all laws, rules and regulations of the NOIDA AUTHORITY/Local Bodies/State Govt. of U. P. , comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board/Water Commission and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer/builder/promoter) 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.

11. That the installments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Promoter/Company/Developer/builder. In case payment is not received within stipulated period specified in the payment plan or in the event of breach of any of the terms and conditions of allotment by the Allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded to the allottee without any interest.
12. That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Developer/builder/promoter (with valid reasons), then 10% of the Basic price of Apartment will be forfeited and balance amount, if any, will be refunded by the developer/builder/promoter 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 along with the earnest money of 10% of Basic Cost. Amount paid to any tax authorities out of money received from allottee(s)/intending Allottee(s) shall not be refunded.
13. That the schedule of installments under the payment plan shall be final and binding on the intending Allottee(s). It is made clear that timely payment is the essence of this allotment.
14. That I / We have seen the drawings / approved plans displayed at the site office of the project /Registered / corporate office of the promoter/Developer/builder of "IVY County" project and have satisfied myself / ourselves about the location / specifications of the apartment / commercial space / unit applied for allotment as per the application form as also amenities and privileges available in the project complex. I / We agree that the approved plans for construction of the project are subject to such changes as may be directed by the sanctioning authority and further the intending allottee(s) shall have no objection to any such changes in the structural designs of the buildings as are considered prudent for safety and security of the properties as per the advice of the architects / structural engineers, without materially affecting the approved / revised approved building plans.
15. That the intending allottee (s) has/have seen and accepted the proposed plans, designs, specifications which are mentioned in the Sales prospectus. Any alteration/modification in the layout plan/ building plans, designs as the Promoter/ developer/builder may deem fit or as directed by any competent authority(ies) resulting any change in the Leasable area/carpet Area of the Apartment, any time prior to and upon the possession of the Apartment, the Developer/builder/promoter shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the intending Allottee(s) agrees to inform the Developer/builder/promoter in writing his/her/their consent or objection to the Developer/builder/ promoter within 30 days from the date of such notice failing which the intending allottee (s) shall be deemed to have given his/her /their consent or objection to the developer/builder/promoter within 30 days from the date of such notice failing which the intending allottee(s) shall be deemed to have give his/her/their consent/no-objection. If there is any reduction in the carpet area of the Apartment, then the Promoter shall first adjust the same from the balance payment payable by the applicant(s)/intending Allottee(s); an extra surplus money still available, if any, will be refunded to the applicant(s) /intending Allottee(s) within forty-five days with 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 project with UPRERA Authority plus 1%, unless provided otherwise under the rules ('Interest') from the date when such excess amount was paid by the Allottee.

If there is any increase in the carpet area of the apartment, which is not more than 3% (three percent) of the carpet area of the apartment, allotted to applicant(s)/ intending Allottee(s), the Promoter can demand such amount from the applicant(s)/intending Allottee(s) as per the next milestone of the Payment Plan. However, where the increase in the carpet area of the Apartment is more than 3% (three percent) of the carpet area of the apartment allotted to the applicant(s)/intending Allottee(s), the Promoter can demand such amount from the applicant(s)/ intending Allottee(s) as per the next milestone of payment plan (Schedule 'C'). In such case, the applicant(s) / intending Allottee(s) may choose to either pay towards such increase or may opt out and request for cancellation of the allotment. Where the applicant(s)/ intending Allottee(s) requests for cancellation of the apartment under this para / clause, the applicant(s)/ intending Allottee(s) shall be entitled to the refund of entire monies paid by the applicant(s)/ intending Allottee(s) to the Promoter without forfeiture of the booking amount, however, after: Deducting the amount of taxes paid by the applicant(s) /intending Allottee(s) towards the Apartment and, Execution and registration of Deed of Cancellation for cancellation of the Allotment.

All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed herein above in application form. The applicant(s)/intending Allottee(s) agrees and confirms that the Promoter shall refund the balance amount payable by it under this para only upon the re-allotment of the said Apartment and on receipt of the payment from the new allottee. The Promoter shall inform the previous allottee, the date of re-allotment of the said apartment

16. That the developer/builder/promoter 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.

17. That a written intimation for completion of apartment/project will be send to the intending allottee(s) and 'Fit-out period' of one quarter will commence from the date of offer for possession the said fit out period is an order to facilitate the intending allottee(s) to communicate the exact date by which he/she/they will be taking the physical possession of his/her/their own 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, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said fit-out period only, which will take 25-30 days for an individual apartment.

18. That the developer/builder/promoter shall complete the development / construction of the Flat on or before _____ which is the date provided by promoter at the time of registration with UPRERA. In case of delay in construction of the said Flat 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 project with UPRERA Authority plus 1% on the amount received on account of flat/ Apartment /commercial space for the period of delay to the intending Allottee, provided, however, that the intending Allottee has made payment of all installments towards the sale consideration amount of the said Flat in time and without making any delay to the Developer.

19. That the construction of the Complex 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 Promoter, affecting the regular development of the real estate project ("Force Majeure"). Where the completion of the apartment / building / project is delayed due to the Force Majeure

conditions then the Allottee agrees that the Promoter shall accordingly be entitled to the extension of time for completion of the project and correspondingly delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

20. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained.

21. That after taking possession of Apartment the intending Allottee(s) shall have no claim, except the mandate of Real Estate (Regulation and Development) Act 2016, against the Developer/builder/promoter as regards any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter.

22. That All taxes such as House Tax, Water Tax, Sewerage Tax, Service Tax, GST, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed date of possession declared by the Developer /builder /promoter, whichever is earlier.

23. The Buyer/Allottee(s) shall pay to the Developer a sum of Rs. ____/- (Rupees _____ Only) per sq.ft. of the Saleable/Super area of the Flat 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, water mains, electric cables, transformers, generators, fire fighting installations, devices and equipments, 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 discretion of the Developer. It is clarified and agreed by the buyer that any expenses / cost incurred by the developer/builder/promoter towards replacement / repairs of any equipment / plant and machinery etc. Installed / underused for providing maintenance facilities / services shall be paid by the buyer 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 buyer or out of IFMS deposited at the time of the allotment of the flat.

24. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/ maintenance 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 Force majeure reason, as stated above , be it for a circumstance, beyond the control of the company /developer/builder/promoter, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the developer/builder/promoter, and the developer/builder/promoter 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 developer/builder/promoter.

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, GST) and as may be applicable at any time in the future in respect of this transaction.

27. It is hereby agreed, understood and declared by and between the parties that expenses i.e. cost of Stamp duty for registration of the agreement to sell/Sub Lease, registration charges / fee, miscellaneous expenses and Advocate legal fee/charges etc. shall be borne and paid intending allottee(s).

28. Apart from the above mentioned charges, charges for Electricity connection, 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.

29. 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 Developer /builder/promoter) 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.

30. 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.

31. That the Apartment shall be used for activities as are permissible under the Law.

32. 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 willful 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.

33. 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 Developer/builder/promoter 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.

34. That the Developer/builder/promoter covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the Developer/ builder /promoter or by any person claiming under the Developer/builder/promoter. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.

35. That Developer/builder/promoter 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 developer/builder/promoter at the time of offer of possession at an additional cost thereof. In

case, however, **PaschimanchalVidyutVitran Nigam Ltd.** or any other competent agency / authority decides to provide individual electricity connection directly to the allottees, then the allottee(s) shall bear and pay the necessary cost and expenses including towards infrastructure development charges, to the Promoter to enable it to provide the individual / separate electricity connection point to the allottee's flat. The allottee(s) shall also pay the connection charges or any other related expenses on this account directly to the concerned authority, as per demand.

36. That the maintenance charges , Power back up charges, fixed charges for electricity, club charges and power back-up, Township maintenance charges and city level maintenance charges or any other charges decided by the developer/builder/promoter or agency maintaining the complex will be deducted through prepaid electric meter system.

37. It is clearly understood that the car parking space is a package deal with the sale of the flat/ dwelling unit. The developer/builder/promoter 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 flat to the 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 be allotted parking granted herein.

38. 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.

39. Further, if there is any service tax, GST, trade tax and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the developer/builder/ promoter as a consequence of order from the government /NOIDA AUTHORITY/ Statutory or other local authority(s), the said demand though issued on the developer/builder/promoter, 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 developer/builder/promoter on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s)].

40. It is hereby agreed, understood and declared by and between the parties that the developer/builder/promoter 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 beexecuted & registered free from all encumbrances at the time of registration of the same.

41. That until a sublease deed is executed & registered, the Developer/builder/promoter 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 Developer/builder/promoter. The developer/builder/promoter shall 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 developer/builder/promoter. It is

further clarified that the Developer/builder/promoter is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the Developer/builder/promoter is constructing the Complex as its own and the sale will be affected after the actual construction/finishing of the Apartment by the execution of sub lease deed.

42. 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 Developer/builder/promoter 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).

43. That the intending Allottee(s) shall get his/her/their complete address and e mail id registered with the Developer/builder/promoter at the time of booking and it shall be his responsibility to inform the Developer/builder/promoter 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.

44. All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement including the interpretation and validity of the terms 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.

45. 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.

46. 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.

47. That the transfer of the rights of the allottee(s) for the apartment will be at the discretion of the developer/builder/promoter and would require prior written approval of the developer /builder/promoter and also subject to payment of such fee / administrative charges as prescribed by the developer/builder/promoter from time to time.

48. 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/agreement to sale/Sub lease shall not carry any authorization made on behalf of company. If any flat buyer demands some addition/ alteration within the policy of the company, in that case, the authorized signatory of the company is the right person to make such agreement.

49. Post-dated cheques to be given at the time of booking or execution of agreement in case of Time linked Plans,

50. No plan change request will be entertained.

51. Company reserves the right to withdraw the payment plan at its sole discretion without any prior notice.
52. 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% Per annum shall be charged in case of delay in payment.
53. The company and its agents do not endorse any kind of credit notes.
54. That the intending allottee has seen and verified all above said plan and approval and does not have any objection for the same.