

## **APPLICATION FORM**

Application for Allotment of Commercial Space in the Project Grand Plaza in Jagdish Puram, situated at Khasra No. 1207, Noor Nagar, Raj Nagar Extension, Ghaziabad, U.P. developed by Jai Ambey Estates Private Limited.

To,

M/s. Jai Ambey Estates Private Limited  
Grand Plaza at Jagdish Puram  
396/A Pocket J & K Dilshad Garden, Delhi-110095      Khasra No.  
1207, Noor Nagar, Raj Nagar  
Extension, Ghaziabad, U.P.

Project Name:  
Website:-  
[www.jaiambeyestates.com](http://www.jaiambeyestates.com)

Dear Sir/Madam

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 price of the apartment/unit 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 developer company/buyer agreement to be executed after allotment, and as per the payment plan explained to me/us by the company and clearly understood by me/us.

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

### **MAIN APPLICANT**

Name  
S/o  
Date of Birth  
Nationality  
PAN No.  
Res. Address  
Office Address  
Telephone:  
Res  
Mobile  
E-mail

## **CO-APPLICANT**

Name  
S/o  
Date of Birth  
Nationality  
PAN No.  
Res. Address  
Office Address  
Telephone:  
Res  
Mobile  
E-mail

## **DETAILS OF RESIDENTIAL APARTMENT/ COMMERCIAL UNIT:**

Apartment/ Unit No. .... Tower No. .... Floor No  
..... Carpet area ..... Payment plan .....  
Location ..... Date of booking.....

## **COSTING**

Sl.No.	Particulars	Amount
1.	Basic Sale Price	
2.	IFMS	
	<b>TOTAL COST</b>	

\* Taxes & Levies & Other government dues shall be changed as per government rules.

The total cost including the following are part of a package deal without payment of any charges in respect thereof:-

Sl.No.	Facility/Amenity
1.	Fire Fighting Charges
2.	External electricity charges
3.	Parking type
4.	Power Backup of KVA
5.	Other Facility (If any)

## **PAYMENT PLAN**

Down Payment Plan:

% Booking amount	-	10%
% Within 45 days of booking	-	80%
% on offer of possession	-	10%

Construction link Payment Plan:-

Particulars	CLP	Any other plan
On booking	%	%
Within 30 days	%	%
On Excavation	%	-
On Laying of Raft	%	-
On Casting of Basement Slab	%	-
On Casting of Ground floor	%	-
On Casting of Top Floor slab/within _____ months of Booking (whichever is later)	%	%
On completion of External plastic/Primer on offer of possession	%	%

BOOKED BY/AUTHORISED BY:-

Name:

Address:

Phone:

Authorised by:

Signature:

Date:

## **DECLARATION:-**

I/We the applicant(s) do hereby declare that my/our application of registration for allotment of the apartment by the company is irrevocable and that the above particulars/information given by me/us are true and correct and nothing has been concealed there from. I/We have also visited the web page on the website of the Ghaziabad Development Authority and have perused the details of the project

provided therein and after having been satisfied with the said information pertaining to sanctioned plans, layout plans etc. have made the present application. It is also further cleared to me that the said application does not confirm the allotment of the Unit/Shop No.... unless and until the allotment letter in respect of the same is not issued by the Developer. I have read & understood the terms and conditions forming part of this application and I understate to abide them.

**SIGNATURES**

Main applicant ..... Signature

..... Co Applicant ..... Signature

..... Date: .....

**TERMS & CONDITIONS FORMING PART OF THIS APPLICATION  
FOR THE ALLOTMENT OF APARTMENT/UNIT IN JAGDISH PURAM,  
SITUATED AT KHASRA NO. 1207 M, NOOR NAGAR, RAJ NAGAR  
EXTENSION, GHAZIABAD, U.P. DEVELOPED BY JAI AMBEY  
ESTATES PRIVATE LIMITED.**

Whereas, the Ghaziabad Development Authority, a body created under Section-4 of the Urban Planning and Development Act, 1973, (hereinafter referred to as the 'Authority'), vide its letter no. 08/PMAY GDA/M.P./2018 dated 22/01/2019 has sanctioned the maps of the Project namely, Jagdish Puram (hereinafter referred to as the "Said Project") and the said Project is registered with Real Estate Regulatory Authority under RERA Act, 2016 vide RERA Registration NO.....

And Whereas, M/s Jai Ambey Estates Private Limited (hereinafter referred to as the "Developer Company") has clear and marketable title over the property numbered as Khasra No. 1207 M, Noor Nagar, Raj Nagar Extension, Ghaziabad (hereinafter referred to as the "said plot") and is having under its possession.

Whereas the right of the intending allottee(s) will be restricted up to the allotment of the Unit/Shop No. applied in the said project to be developed on the said plot mentioned herein above on the following terms and conditions:

Whereas all terms and conditions of the sale deeds of the said plot executed in favour of the developer company shall also be applicable to the intending allottee(s).

1. The building plans of the proposed project has been sanctioned by the Authority. The said Project will have Residential apartment as well as Commercial Unit/shops of different sizes and dimensions in various blocks therein and will also have spaces for residential, daily needs, commercial and community areas.
2. That the intending allottee(s) has/have seen all the documents of title and other relevant papers/documents etc. pertaining to the aforesaid Project and has/have fully satisfied himself/themselves about the title and rights of the said developer company in respect of the aforesaid Project. The Developer company has right to develop and construct the residential apartments and commercial units/ shops on the said Project and also has right to allot

different apartments and different commercial units/ shops in the said project.

3. That the intending allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye laws of the Authority as well as of the Government Orders/Notifications/Ghaziabad Development Authority Policies issued from time to time.
4. That saving and accepting the particular Residential Apartment or commercial units/ shops 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 residential apartment or commercial units/ shops, whether allotted or not, unsold residential apartment or commercial units/ shops, open spaces, community areas, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking places, (excepting what has been allotted by an agreement to intending Allottee(s)) 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 company for all times unless the developer company decides to dispose them off subject to right of the intending Allottee(s), as mentioned her/them, and the developer company has the right to lease out the vacant apartment/ commercial spaces or the complete block of apartments/commercial spaces as a whole or in part to one or more person(s) company(ies)/ institution(s) whatsoever for short term or long term.
5. That as per the Layout Plan it is envisaged that the residential apartment and commercial units/ shops on all the floors shall be sold as an independent unit/ apartment with the imitable and the undivided share in the land area underneath the particular piece of plot on which the building/tower comprising the allottee(s) apartment is constructed. The intending allottee(s) shall not be permitted to construct anything on the terrace. However the Developer company shall have the right to explore the terrace in case of change of F.A.R., carry out the construction of further/additional residential apartment(s) commercial units/ shops etc. whether on terrace or in any other area/space in the project. The project shall be the sole and exclusive property of the developer company. However, if as a result thereof, there is any

change in the boundaries or areas of the said residential apartment and commercial units/ shops, the same shall be valid and binding on the intending allottee(s) as they have consented for the same.

6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis. 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 verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment.
7. That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed/consented that the developer company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the developer company, the government/AUTHORITY, any other local Authority or body having jurisdiction.
8. That the agreed sale consideration is for the total area of the residential apartment or commercial units/ shops, as mentioned hereinabove, the said property comprises the covered areas, areas under wall, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said apartment. However, it is admitted, acknowledged and so recorded between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R. density, open space, lobbies, staircases, lift, terraces, roofs, space for commercial, parks, parking spaces {excepting what has been allotted by an agreement to intending allottee(s)} or tot-lots, space for public amenities, shopping centres, or any other space will be the sole ownership of the developer company who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.

9. That after the execution of allotment letter the intending allottee(s) shall be treated/referred as Allottee(s).
10. 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 default in payment of the amount/committed a breach of the terms and condition of payment and shall be subject to the applicable provisions of this agreement, besides being liable for such action as may be applicable under the law.
11. That the intending allottee(s) shall abide by all laws, rules and regulations of the AUTHORITY/ Local bodies/state govt. of U.P., comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/Board/Authority and of the proposed body corporate, Association of the buyers (as and when formed, till then as prescribed by the developer company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws of rules and regulations after the completion of the project. The residential apartment and commercial units/ shops shall be used for the purpose for which it is allotted.
12. That the intending Allottee(s) declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed and treated as failure to pay by all and the joint intending Allotees shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally.
13. That the intending Allottee(s) & co-allottee (if any) will have equal share in the unit and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the intending Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above

mentioned circumstances the Developer Company will hold the allotment for two months only there after the Developer Company can cancel the said allotment and the intending allottee(s) shall have no claim or right whatsoever except to the claim of refund of amount deposited as cost of unit with deduction of 5 % of the cost of the unit. For the refund the consent of the intending allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between/among all the intending allottee(s).

14. That the instalments in respect of payment of residential apartment and commercial units/ shops will be due at the intervals, as per prescribed payment plans laid down by the developer company. 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 residential apartment and commercial units/ shops will be forfeited and balance amount, if any, will be refunded to the allottee without any interest.
15. That if for any reason the booking of the Apartment is cancelled by the intending allottee(s) or by the developer company (with proper reasons) then 10% of the Basis price of Apartment will be forfeited and balance amount, if any, will be refunded by the developer company without any interest. In case cancellation of the booking is 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.
16. That the schedule of instalment under payment plan shall be final and binding on the intending Allottee(s). It is made clear that time for payment is the essence of this allotment.
17. That the drawing displayed in the Site Office/ Registered Office/ Corporate Office of the Developer company of “Jagdish Puram” project showing the residential apartment and commercial units/ shops are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the developer company and the change can be made during the course of construction without any objection or claim by the Allottee(s).

18. That the intending Allottee(s) has/have seen and accepted the proposed plans, designs, specifications which are tentative, and modification in the layout plan/building plans, designs can be made as the Developer company may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in  $\pm$  3% in the area of the residential apartment and commercial units/ shops, any time prior to and upon the possession of the apartment, the Developer company shall intimate to the intending Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the residential apartment and commercial units/ shops to be paid by him/her/them and the intending allottee(s) agrees to inform the developer company in writing his/her/their consent or objection to the developer company within 30 days from the date of such notice failing which the intending allottee(s) shall be deemed to have given his/her/their full consent to all the alternations/modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the developer company shall refund the entire money received from the intending allottee(s) without making/paying any deduction there from and interest thereon. The intending allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the Applicant/allotment letter.
19. Since it is a large project having number of buildings, the construction will be completed in phases. All the common facilities might be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own units as soon as it is made available for possession.
20. That the developer shall complete the development/construction of the flat/unit within 60 months from the date of execution of the builder buyer agreement and with an extended period of 6 month thereof. In case of delay in construction of the said residential apartment and commercial units/ shops attributable to delay of Developer, the Developer would pay a sum at the rate of Rs.5/- per sq. ft saleable area per month for the period of delay to the intending Allottee, provided however that the intending Allottee has made payment of all instalments towards the sale

consideration amount of the said flat/unit in time and without any delay to the Developer.

21. That the construction of the project is likely to be completed in the stipulated time subject however, to force majeure circumstance, regular and timely payments by the intending allottee(s), availability of building material, any dispute with the contractor, change of laws by government/local authorities etc. no claim of whatsoever nature, whether by way of damage/compensation etc. shall lie against the developer company in case of delay in handing over the possession on account of the aforesaid reasons or any other reason beyond the control of the developer company.
22. That any request for any change in construction of any type in the residential apartment and commercial units/ shops from the intending allottee(s) will not be entertained.
23. That after taking possession of residential apartment or commercial units/ shops the intending Allottee(s) shall have no claim against the developer company as regard quality of work, material, pending installation, area of residential apartment or commercial units/ shops or any other ground whatsoever.
24. That all taxes such as House Tax, Water Tax, Sewage Tax, electricity charges or any other 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 company, whichever is earlier.
25. That the intending Allottee(s) shall not damage or change the theme and pattern of the landscape, plantation in and around the Common Areas within the Said Commercial Complex. The intending Allottee(s) agrees not to sink, drill, install and/or commission any well/bore-well/tube-well within the Commercial apartment unit or anywhere else outside the area of the Commercial apartment unit allotted to him.
26. That the intending Allottee(s) agrees that he/she/they shall not fix/install the Air conditioners/Air Cooler or equipment of like nature at any place other than the spaces earmarked/provided for in the Commercial apartment unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The intending Allottee(s) shall further ensure that no

water should drip from the said Air Conditioners/Air Coolers or the like equipment in a way which may cause inconvenience to other Commercial apartment unit Allotees/occupants in the Said Commercial Complex.

27. That the intending Allottee(s) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external facade of the Said Commercial Complex or anywhere on the exterior or on common areas or on roads/paths of the Said Commercial Complex and shall be entitled to display their own sign board only at the proper place, provided for the Commercial apartment unit i.e. at the top of the shutter cover only. The intending Allottee(s) further undertakes as follows:
  - (i) That he/she/they shall not change the color scheme of the exteriors of the doors/shutters.
  - (ii) That he/she/they shall not carry out any change in the exterior elevation or design of the Commercial Unit.
  - (iii) That he/she/they shall not remove any wall of the Commercial apartment unit.
  - (iv) That he/she/they shall distribute the electrical load in the Commercial apartment unit in compliance with the electrical system installed by the Developer Company.
28. That the intending Allottee(s) undertakes that the use of the Shop/Commercial unit is not allowed for the following purposes even after the sale deed
  - a) Fresh Meat/Flesh/chicken or any other kind of non-vegetable shop
  - b) Storage of any chemical/hazardous material prone to fire / leakage
  - c) Service station of any type of automobile
  - d) Trading of building materials or any other commodity which are required to be stacked outside the shop area.
  - e) Liquor Shop / Atta Chakki / Factory.
29. That the Developer Company shall have all the rights over the top roof/terrace of the Said Commercial Complex and over the top roof/terrace of the Towers/Buildings in the Said Project. That the

Developer Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use the same for advertisement purposes and the intending Allottee agrees and confirms that he/she/they shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest in the Developer Company and the Developer Company shall be the sole owner thereof.

30. That the Developer Company shall have all the rights over the top roof/terrace of the Said Commercial Complex and over the top roof/terrace of the Towers/Buildings in the Said Project. That the Developer Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use the same for advertisement purposes and the intending Allottee agrees and confirms that he/she/they shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest in the Developer Company and the Developer Company shall be the sole owner thereof.
  
31. The Buyer shall pay to the Developer a sum of Rs...../- (Rupees .... only) per sq.ft. of the carpet area of the unit 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 sets, water mains, electric cables, transformers, generators, fire fighting installation, devices and equipment's, painting of exterior walls of the project, major repair of common area and facilities, as and when required to be attended to, at the absolute discretion of the Developer. It is clarified and agreed by the buyer that any expenses/cost incurred by the developer/developer company towards replacement/repairs of any equipment/plant and

machinery etc. installed/under used 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 provision of the U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE RULES, 2010. Such cost/charges may be adjusted against the advance maintenance charge paid by the buyer or out of IFMS deposited at the time of allotment of the flat/unit.

32. That the intending Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their residential apartment and commercial units/ shops apartment/duct etc. for cleaning/maintenance/repairing of the pipes/leakage/seepage in his/her/their residential apartment and commercial units/ shops or any other unit.
33. 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 developer company, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against, be it for a circumstance, within or beyond the control of the company/developer company, and the developer company 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.
34. It is hereby agreed, understood and declared by and between the parties that Sale Agreement shall be executed and registered in favour of the intending allottee(s) after the residential apartment and commercial units/ shops has been finally constructed at the site; and further only after the payment of total sale consideration, GST and other statutory charges/ dues etc. as agreed herein by the intending allottee(s) to the developer company. The other connected expenses i.e. cost of stamp duty for registration of the Sub Lease deed/Registry/Sale deed, 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 stamp and valuation/under valuation of the

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

35. Apart from the above mentioned charges, charges for electricity connection, Gas connection, Power backup, water and sewerage connection, dual meter or any other services will be charged extra at the time of offer of possession.
36. That the intending allottee (e) shall abide by all laws, rules and regulations of the AUTHORITY/Legal bodies/State Govt. of U.P. and of the proposed Body Corporate Association of the Buyer (as and when formed till then as prescribed by the developer company) 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 residential apartment and commercial units/ shops shall be used for the purpose for which it is allotted.
37. That the intending Allottee(s) is aware that various residential apartment and commercial units/ shops are being allotted to various persons under uniform terms and conditions. The intending allottee(s) agrees that he will use the said residential apartment and commercial units/ shops for residential and commercial purposes and shall not use the aforesaid residential apartment and commercial units/ shops for any other purpose which may or likely to cause nuisance to intending allottee(s) of other apartments in this project, to crowd/ or obstruct the passages or to use it for any illegal or immoral purpose.
38. That the intending Allottee(s) and the family members have a right to visit and inspect the project site during the course of construction with prior appointment, while deriving this right if any loss or damage happens the Developer Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
39. That the residential apartment and commercial units/ shops shall be used for activities as are permissible under the law.

40. That the intending allottee(s) consents for the repairing of 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 project e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning, wilful or careless acts.
41. That the contents of each residential apartment and commercial units/ shops 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 company after handing over the possession of a particular residential apartment and commercial units/ shops 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 the residential building and commercial.
42. That the Developer company covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said residential apartment and commercial units/ shops without any interruption by the Developer company or by any person claiming under the developer company. The intending Allottee(s) shall have the right to sell or rent the residential apartment and commercial units/ shops after taking possession of the same.
43. That the Developer Company may get single point electric connection for the project from the concerned Electricity Board/ Corporation 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 company at the time of offer of possession at an additional cost thereof. That the Developer Company will follow all rules and regulations and orders issued by the Electricity Board/Corporation for distributing Electricity to intending Allottee(s) either through separate meters through pre-paid system or through separate meters as stipulated by the Electricity Board/ Corporation. That the rate for Electricity charges will be as per the prescribed rates of UPPCL/NPCL or other competent authority which includes Fixed charges, unit

charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Developer Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the Developer Company.

44. That if there is any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Developer Company as a consequence of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the intending allottee(s) shall be liable to pay his/her/their proportionate share for the same to the Developer company as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the intending allottee(s) hereby agrees for payment of the same and all times indemnify and keep harmless to the Developer Company.
  
45. That the Maintenance charges, power back-up charges, fixed charges for electricity, club membership charges and power back-up, city level maintenance charges or any other charges decided by the developer company or agency maintaining the project will be deducted through prepaid electric meter system or to be paid by intending Allottee(s) directly to the agency maintaining the project.
  
46. It is clearly understood that the car parking space is a package deal with the sale of the flat/dwelling unit. The developer/developer company 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 residential apartment and commercial units/ shops to buyer and further that

the developer shall have the right to decide the same at its exclusive discretion including the mode of allotment. 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, without however, disturbing the right of the buyer of the flat/unit as to the allotted parking granted herein.

47. All parking will be allotted at the sole discretion of the developer company.
48. It is hereby agreed, understood and declared by and between the parties that the developer company may take construction finance/demand loan for the construction of the above project from the banks/financial institutions after mortgaging the land/apartment in the said project/project. However, the sale 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.
49. That until a sale deed is executed and registered, the Developer company shall continue to be the owner of the residential apartment and commercial units/ shops 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 company. The Developer company shall have the first lien and charge on the residential apartment and commercial units/ shops for all its dues that may/become due and payable by the intending allottee(s) to the Developer company. It is further clarified that the developer company is not constructing any residential apartment and commercial units/ shops as the contractor of the Intending Allottee(s), but on the other hand the Developer company is constructing the project as its own and the sale will be effected after the actual construction/finishing of the residential apartment and commercial units/ shops by the execution of the sale deed.
50. That the Intending Allottee(s) agrees and undertakes that he/she/they shall, after taking possession or receiving deemed

possession of the said residential apartment and commercial units/ shops, as the case may be or at any time thereafter, have no objection to the Developer company constructing or to continue with construction of the remaining structures in the Project or other buildings adjoining the residential apartment and commercial units/ shops sold to the intending Allottee(s).

51. That the intending Allottee(s) shall get his/her/their complete address registered with the Developer company at the time of booking and it shall be his responsibility to inform the Developer company 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 the any default in payment and other consequences that might occur there from.
52. 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 residential apartment and commercial units/ shops 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.
53. That the allottee(s) may undertake minor internal declarations/ alterations in his/her/their unit only with the prior written approval of the Developer/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 unit or to any part of adjacent units; charges that may affect the façade or common areas of the building or as cause encroachment on the common spaces in the building or cause violations of the sanctioned plans.
54. That the transfer of the right of the allottee(s) for the residential apartment and commercial units/ shops will be at the discretion of the developer company and would require prior written

approval of the developer company and also subject to payment of such fee / administrative charges as prescribed by the developer company from time to time.

55. It is made clear that any commitment/representation made and/or information delivered by any of the channel partner/sub-agent of their representative to any flat/unit buyer/customer, which is not mentioned in the brochure/application form/builder buyer agreement, shall not carry any authorization made on behalf of the developer company. If any flat/unit buyer demand some additional/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.
56. No payment plan change request will be entertained.
57. Developer Company reserves the right to withdraw the payment plan at its sole discretion without any prior notice.
58. Interest at .....% pa shall be charged in case of delay in payment.
59. The company and its agents do not endorse any kind of credit notes.
60. That the intending allottee has verified all information pertaining to the said project 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)