

C O U N T Y

107

APPLICATION FORM



To,
 M/s Ace Infracity Developers Pvt. Ltd.
 GH-01A/B (Alpha), Sector 107 Noida
 And
 COUNTYCONCEPT DEVELOPERS LLP.,
 F-58, 2nd Floor, Jagat Puri, Near Gyan Sarovar School, Delhi-51

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 price of the apartment in a lump-sum as down payment / by way of installments
 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 company and clearly understood by me / us.

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. : Aadhar No.

Residence Address : _____

Correspondence Address : _____

Office Address : _____

Mobile No 1 : Mobile No 2 : Off. :

E Mail Id: _____



CO APPLICANT

Name: _____

S/o / D/o / W/o: _____

Date of Birth: - - Nationality : _____

PAN No. : Aadhar No.

Residence Address : _____

Correspondence Address : _____

Office Address : _____

Mobile No 1 : Mobile No 2 : Off. :

E Mail Id: _____



PERSONAL DATA

Date of Birth : - -

Marital Status : Single Married

Wedding Anniversary : - -

Employment Type : Salaried Self Employed

Profession /Job Title : _____

Company Name & Address : _____

Prior investment in the Group's project : Yes No

If yes, Apartment No: _____ Project name: _____

DETAILS OF APARTMENT

Date of Booking _____

Type of Apartment _____ Tower No _____ Apartment No _____ Floor No _____

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

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

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

COSTING

S. No.	Particulars	Amount (in Rupees)
1	Basic Sale Price	:
2	Additonal Charges	:
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)

PAYMENT PLANS

DOWN PAYMENT PLAN

On Booking	10%
Within 30 Days of Booking	85%
On Offer of Possession (with 100% IFMS)	5%

SUPER STRUCTURE PLAN (30:40:30)

On Booking	10%
Within 30 Days of Booking	20%
On Casting of Top Floor Slab or within _____ Months of booking (Whichever is later)	40%
On Offer of Possession (with 100% IFMS)	30%

CONSTRUCTION LINKED PLAN (CLP)

On Booking	10%
Within 30 Days of Booking	10%
On Excavation	5%
On Laying of Raft	5%
On Casting of Basement Slab	5%
On Casting of Ground Floor	5%
On Casting of 3rd Floor Slab	5%
On Casting of 6th Floor Slab	5%
On Casting of 9th Floor Slab	5%
On Casting of 12th Floor Slab	5%
On Casting of 15th Floor Slab	5%
On Casting of 18th Floor Slab	5%
On Casting of 21st Floor Slab	5%
On Casting of 24th Floor Slab	5%
On Casting of Top Floor Slab	5%
On Completion of External Plaster/Primer	5%
On Offer of Possession (with 100% IFMS)	10%

REMARKS

BOOKED BY / AUTHORISED BY

Name:

Firm Name

RERA Reg. Number

Address :

.....

Phone

Authorised by

Signature

Date

TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN County One O Seven, GH-01A/B (Alpha), Sector 107 Noida

Whereas the New Okhla Industrial Development Authority, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act, 1976, Noida, Dist. Gautambudh Nagar, UP, (hereinafter referred to as the 'Authority'), launched the Group Housing Scheme Code GH-2010, as per the terms and conditions mentioned in the brochure of the Scheme released by it.

M/s Ace Infracity Developers Pvt. Ltd proposes to develop a group housing at plot no: GH-01A/B (Alpha), Sector 107 Noida, Distt: GautambudhNagar, Uttar Pradesh on a total plot area of 20000 sqm.

The NOIDA Authority, vide its letter no NOIDA/MVN/2018/III-298/1084 dated 26th Dec 18, has conveyed its acceptance, in principle, to the request of the allottee, M/s Ace Infracity Developers Pvt Ltd, to undertake the development of the subject plot

AND WHEREAS, M/s Ace Infracity Developers Pvt Ltd, has clear and marketable title over the said plot, with leasehold rights with possession, as per the legal search report / non encumbrance certificate issued by the Advocate AND WHEREAS for the purpose, the Promoter has appointed 'COUNTY CONCEPT DEVELOPERS LLP', a limited liability partnership having its principal office at F-58, 2nd Floor, Jagat Puri, Near Gyan Sarovar School, Delhi-110051, as 'Development Manager' and entered into Development Management Agreement dated 09.07.2018 with the said firm on the terms and conditions recorded therein, vesting necessary power and authority to execute the project as per sanctioned / approved plans including and not limited to marketing and sale of the apartments / properties built in the project complex.

AND WHEREAS, supplement to the Development Management Agreement, the Promoter Company, vide its Board Resolution passed in the meeting of its Board of Directors has further authorized Countyconcept Developers LLP to be designated as Promoter - Development Manager, granting it the power and authority including the authority to execute the present Agreement for Sale / Sub-Lease and further the Sale Deed / Sub-Lease Deed, jointly with the Promoter.

Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment In Group Housing Plot mentioned hereinabove on the following terms and conditions relating only to the above said Group Housing Plot and Complex to be constructed thereon:

Whereas the right of the intending allottee(s) will be restricted up to allotment of apartment In Group Housing Plot mentioned hereinabove on the following terms and conditions relating only to the above said Group Housing Plot and Complex to be constructed thereon:

Whereas all terms & conditions of the lease deeds of the above Group Housing project executed in favour of the Promoter shall also be applicable to the intending allottee(s).

1. The building plans of proposed Group Housing Plot has been Sanctioned by the NOIDA AUTHORITY. The Complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for daily needs commercial and meeting room etc.
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 has/have fully satisfied himself/ themselves about the title and rights of the said promoter/promoter -developer manager /builder in respect of the aforesaid Project. The promoter/promoter -developer manager /builder has right to develop and construct the apartments on the said Project and also has right to allot different apartments in the said Complex.
3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the NOIDA AUTHORITY as well as of the Government orders/Notifications/ NOIDA AUTHORITY Policy for an integrated township in U. P. issued 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, 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 an agreement to Intending Allottee(s) or tot-lots, space for public amenities, shopping centers or any other space not allotted to him/ her/them, which shall all remain the property of the promoter/ promoter-developer manager for all times unless the promoter/promoter -developer manger /builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the promoter/promoter -developer manger /builder has the right to lease out the vacant apartment or the complete block of the apartments as a whole or in part to one or more person(s) company(ies)/ institution(s) whosever for short term or long term.
5. That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent unit/ apartment with impart able and 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, Promoter/ promoter-Developer manager/the Developer/builder/ shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further apartments in the eventuality of such change in the F.A.R. as per applicable laws The construction of further / additional apartments etc., whether on terrace or in any other area / space in the project complex shall be the sole and exclusive property of the company / promoter/promoter-developer manager /developer/builder. However, if as a result thereof, there is any change in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending allottee(s).
6. 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 verandah 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, stairs, lift machine room, area for water supply, arrangement, maintenance, office, security/fire control rooms etc.
7. That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
8. 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.
9. 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/promoter-Development manager) 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.
10. 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/ promoter-Developer manager/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
11. That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the developer/builder/promoter/promoter-Development manager (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/promoter-Development manager 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.
12. 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.
13. That the drawings displayed in the site office/Registered office of the promoter /Promoter-Developer manager/Developer/builder of "County one o seven" project showing the Building/Apartment are Approved by Noida Authority . are subject to change at the instance of the sanctioning authorities or the promoter/Promoter-Development manager /Developer/builder and the change can be made during the course of construction as deemed fit by Sanctioning Authority/ Architect of the project/ Structural engineers.
14. That the intending allottee (s) has/have seen and accepted the proposed plans, designs, specifications which are mentioned in the Sales prospectus and draft Agreement to Sale. Any alteration/ modification in the layout plan/building plans, designs as the Promoter/Promoter-Development manager / developer/builder may deem fit or as directed by any competent authority(ies) resulting any change in the Leasable area of the Apartment, any time prior to and upon the possession of the Apartment, the developer/builder/promoter/promoter-Development manager 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/promoter-Development manager in writing his/her/their consent or objection to the developer/builder/promoter/promoter-Development manager 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/promoter-Development manager within 30 days from the date of such notice failing which the intending allottee(s) shall be deemed to have given his/her/their non-consent/objection then the allotment shall be cancelled and the developer/ builder/promoter/promoter-Development manager 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 Application/Agreement to sale/Sub-lease /Allotment Letter.
15. That the developer/builder/promoter/promoter-development manager 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.
16. 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.
17. That the developer/builder/promoter/promoter-Development manager shall complete the development / construction of the Flat on or before 26th Dec 2023 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.
18. 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 / Promoter - Development Manager, 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 / Promoter - Development Manager 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.
19. That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained.
20. That after taking possession of Apartment the intending Allottee(s) shall have no claim against the developer/builder/promoter/promoter-Development manager as regards any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter / Promoter - Development Manager.

21. 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 Promoter / Promoter – Development Manager, whichever is earlier.
22. The Buyer/Allottee(s) shall pay to the Developer a sum of Rs. 50/- (Rupees Fifty Only) per sq. ft. of the 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/promoter-Development manager 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.
23. 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.
24. 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/promoter-Development manager, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the developer/builder/promoter/promoter-Development manager, and the developer/builder/promoter/promoter-Development manager 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.
25. 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/promoter-Development manager. 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.
26. 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).
27. 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.
28. That the intending Allottee(s) shall abide by all laws, rules and regulations of the NOIDA AUTHORITY/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the developer/builder/promoter/promoter-Development manager) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.
29. That the intending Allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) of other apartments in this Complex, to crowd the passages or to use it for any illegal or immoral purpose.
30. That the Apartment shall be used for activities as are permissible under the Law.
31. That the intending Allottee(s) consents that for repairing any damages in the toilets/bathroom /any other portion of the other Apartment caused due to his negligence or willful act. The intending allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
32. That the contents of each Apartment along with the connected structural part of the building shall be insured by the intending Allottee(s) at his/her/their own cost against the fire, earthquake etc. The developer/builder/promoter/promoter-Development manager after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The intending Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
33. That the developer/builder/promoter/promoter-Development manager covenants with the intending Allottee(s) that they shall peacefully hold and enjoy the said apartment without any interruption by the developer/builder/promoter/promoter-Development manager or by any person claiming under the developer/builder/promoter/promoter-Development manager. The intending Allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
34. That Developer/builder/promoter/promoter-Developer manager may get single point electric connection for the complex from the Paschimanchal Vidyt Vitran 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/promoter-Development manager at the time of offer of possession at an additional cost thereof. In case, however, Paschimanchal Vidyt Vitran 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 / Promoter – Development Manager 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.
35. That the maintenance charges, Power back up charges, fixed charges for electricity, club charges and power back-up, city level maintenance charges or any other charges decided by the developer/builder/promoter/promoter-Development manager or agency maintaining the complex will be deducted through prepaid electric meter system.
36. It is clearly understood that the car parking space is a package deal with the sale of the flat /dwelling unit. The developer/builder/promoter/promoter-Development manager 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.
37. All parking will be allotted at the sole discretion of the company/developer. It can be mechanical or non-mechanical depending upon the technical feasibility of the project.
38. Further, if there is any service tax, 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/promoter-Development manager 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/promoter-Development manager, 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/promoter-Development manager on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s)].
39. It is hereby agreed, understood and declared by and between the parties that the developer/builder/promoter/promoter-Development manager may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
40. That until a sub lease deed is executed & registered, the developer/builder/promoter/promoter-Development manager 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/promoter-Development manager. The developer/builder/promoter/promoter-Development manager 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/promoter-Development manager. It is further clarified that the developer/builder/promoter/promoter-Development manager is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the developer/builder/promoter/promoter-Development manager 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.
41. That the intending Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the developer/builder/promoter/promoter-Development manager constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the intending Allottee(s).
42. That the intending Allottee(s) shall get his/her/their complete address and e mail id registered with the developer/builder/promoter/promoter-Development manager at the time of booking and it shall be his responsibility to inform the developer/builder/promoter/promoter-Development manager 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 be deemed to have been received by him/her/their at the time when those should primarily reach and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
43. 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
44. In case of NRI / Foreign Nationals of Indian Origin allottee(s) the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as may be prevailing shall be responsibility of the allottee(s), including seeking prior permission of RBI / any other government agency, as may be applicable. In case, the permission for acquisition of the apartment is not granted to the allottee(s), the amount received by the company will be refunded in full to the allottee(s) without any interest, and the allotment shall stand cancelled.
45. That the allottee(s) / apartment owners may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the company / concerned statutory authorities. The allottee(s) shall not be allowed to effect any changes/ alterations as may cause / is likely to cause damage the structure (column, beams, slabs etc.) of the block/ or the unit or to any part of adjacent units; changes that may affect the facade or common areas of the building or as cause encroachment on the common spaces in the building.
46. That the transfer of the rights of the allottee(s) for the apartment will be at the discretion of the developer/builder/promoter/promoter-Development manager and would require prior written approval of the developer/builder/promoter/promoter-Development manager and also subject to payment of such fee / administrative charges as prescribed by the developer/builder/promoter/promoter-Development manager from time to time.
47. It is made clear that any commitment/representation made and/or information delivered by any of the channel partner/sub-agent or their representative to any flat buyer/customer, 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 company. If any flat buyer demands some addition/ alteration with in the policy of the company, in that case, the authorized signatory of the company is the right person to make such agreement.
48. Postdated cheques to be given at the time of booking or execution of agreement in case of Time linked Plans.
49. No plan change request will be entertained.
50. Company reserves the right to withdraw the payment plan at its sole discretion without any prior notice.
51. Interest 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% pa shall be charged in case of delay in payment.
52. The company and its agents do not endorse any kind of credit notes.
53. That the intending allottee has seen and verified all revised plan dated 26-12-2018 vide approval number NOIDA/MVN/2018/III-298/1084 and does not have any objection for the same.



CONCEPTUALIZED, DEVELOPED AND MANAGED BY:
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