





## 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

Sl. No.	Particulars	Amount (₹)
1	Sale Price	
2	IFMS	
<b>TOTAL COST*</b>		

\* 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	Internal Development Charges
4	Fire Fighting Charges
5	External Electrification Charges
6	Parking Type
7	Power Backup of KVA
8	Other Facility (if any)

### PAYMENT PLANS

<input type="checkbox"/> Down Payment Plan	<b>BOOKED BY / AUTHORISED BY</b>
<b>10% Booking amount</b>	Name: _____
<b>85% within 30 days of booking</b>	Firm Name _____
<b>5% on offer of possession</b>	RERA Reg. Number _____
	Address : _____
	_____
	Phone _____
	Authorised by _____
	Signature _____
	Date _____

### REMARKS

### 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. It is also further cleared to me that this is not an application for allotment letter.

### SIGNATURES

Main Applicant..... Signature: .....

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

Date.....

## TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN CLEO COUNTY, GH-5, SEC-121, Noida, U. P.

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 GH-2006(4), as per the terms and conditions mentioned in the brochure of the Scheme released by it.

The NOIDA Authority, vide its letter no. Noida/Group Housing/GH05-121/2012/3016 dated 29.08.2012, has conveyed its acceptance, in principle, to the request of the allottee, IVRCL Limited, to undertake the development of the subject plot by its subsidiary company, M/s. I V County Private Limited.

AND WHEREAS, M/s I V County Private 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.

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 township executed in favour of the company shall also be applicable to the intending allottee(s).

- The building plans of proposed Group Housing Plot will be submitted/sanctioned to/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.
- 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 Builder in respect of the aforesaid Project. The 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.
- 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.
- 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 centres or any other space not allotted to him/ her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending Allottee(s), as mentioned hereinafter and the 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) whosoever for short term or long term.
- 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 any thing on the terrace. However, the 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. 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 / builder / developer. 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).
- 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 includes the area covered by the internal partition walls of the apartment
- That the intending Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/NOIDA AUTHORITY, any other Local Authority or Body having jurisdiction.
- That the agreed lease consideration is for the total area of the said apartment, as mentioned hereinabove, property known as "Leasable Area" comprises the covered areas, areas under walls, 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 spaces, lobbies, staircases, lifts, terraces, roofs, spaces 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 Builder who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.
- That after the execution of allotment letter the intending Allottee(s) shall be treated /referred as Allottee(s).
- That if the allottee(s) make the payment towards the cost /instalment 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 this agreement, besides being liable for such action as may be applicable under the law.
- 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 Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.
- That the instalments in respect of payment of apartment will be due at the intervals, as per prescribed payment plans laid down by the Company/Builder. In case payment is not received within stipulated period specified in the payment plan or in the even 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.
- That if for any reason the booking of the Apartment is cancelled by the intending Allottee(s) or the Builder (with proper reasons), then 10% of the Basic price of Apartment will be forfeited and balance amount, if any, will be refunded by the builder without any interest. In case 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.
- That the schedule of instalments 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.
- That the drawings displayed in the Site Office/Registered Office of the Builder of Cleo County project showing the Building/Apartment are provisional and tentative and are subject to change at the instance of the sanctioning authorities or the Builder and the change can be made during the course of construction without any objection or claim from the Allottee(s).
- That the intending Allottee(s) has/have seen and accepted the proposed plans, designs, specifications which are tentative, modifications in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority(ies). Any alteration/modification resulting in  $\pm$  3% in the Leasablearea of the Apartment, any time prior to and upon the possession of the Apartment, the Builder 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 Builder in writing his/her/their consent or objection to the Builder 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 alterations/modifications. If the intending Allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder 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/Allotment Letter.
- 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 flat as soon as it is made available for possession.
- That the developer shall complete the development / construction of the Flat within 48 months from the date of execution of the Flat Buyer Agreement and with an extended period of 6 months thereof. In case of delay in construction of the said Flat attributable to delay of Developer, the Developer would pay a sum at the rate of Rs. 5/- per sq. ft. saleable/Leseable 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 in time and without making any delay to the Developer.
- That the construction of the Complex is likely to be completed in the stipulated time subject however, to force major circumstances, regular and timely payments by the intending Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc. No claim of whatsoever nature, whether by way of damage/ compensation etc. shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
- That any request for any change in construction of any type in the apartment from the intending Allottee(s) will not be entertained
- That after taking possession of Apartment the intending Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Apartment or any other ground whatsoever.
- That All taxes such as House Tax, Water Tax, Sewerage Tax, Service Tax, Electricity charges or any other taxes or charges shall be payable by the intending Allottee(s) from the date hereof or date of possession or deemed date of possession declared by the Builder, whichever is earlier.
- The Buyer shall pay to the Developer a sum of Rs. 40/- (Rupees Forty 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 sets, 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 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 allotment of the flat.