

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 / undesired for providing maintenance facilities / services shall be paid by the buyer proportionately, till such time the maintenance facilities 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 FMS deposited at the time of allotment of the flat.

29. That the intending Allottee(s) has/have to pay monthly Maintenance Charges as decided by the builder at the time of offer of possession to the Maintenance Body of the project as nominated by the Builder.

30. That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the intending Allottee(s) to the builder at the time of offer of possession to the Maintenance Body of the project as nominated by the Builder.

31. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment owner/association of the Apartment owners.

32. 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 pipe/leakage/ seepage in his/her/their Apartment or any other Apartment.

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 company / builder, the whole or part of the project is abandoned, the intending allottee shall have no claim of any kind against the builder, and the builder 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 agreed by both the parties that a Sub Lease Deed shall be executed and registered in favour of the intending allottee(s) after the apartment is finally constructed at the earliest, within one year from the date of final completion of the apartment, for payment of stamp duty, registration charges / fees, 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 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. as applicable, (including service tax) and as may be applicable at any time in the future in respect of this transaction.

35. That the intending Allottee(s) shall abide by all laws, rules and regulations of the GNDIA/Local Bodies/State Govt. of. U. P. and of the proposed Body Corporate, Association of the Buyers (s) 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/by laws and rules and regulations after the completion of the complex. The Apartment shall be used for the purpose for which it is allotted.

36. 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 said apartment for any other purpose which may or likely to cause nuisance to intending Allottee(s) or of other apartments in this Complex, to crown the passengers or to the visitors.

37. That the Apartment shall be used for activities as is permissible under the Law.

38. That the intending Allottee(s) will be responsible for any damage in the toilets/bathroom /any other portion of the other Apartment caused due to his negligence or willful act. The residing 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 willful act.

39. 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 Builder 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 collectivity as so formed for the maintenance of building.

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

41. That the Builder shall get single point electric connection for the complex from the Paschimanchal Vidyuttran 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 builder at the time of offer of possession at an additional cost thereof.

42. 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 builder or agency maintaining the complex will be deducted through prepaid electric meter system.

43. That the intending Allottee(s) can also avail additional power back-up facility (over and above 1 kva allowed free) and notify his/her/their requirement at the time of booking in application form. However, additional power backup facility will be provided on chargeable basis at the time of offer for possession. The intending Allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession.

44. If there is any statutory/unstatutory parking space available inside Cherry County on payment basis that the developer/builder has explained and the buyer has agreed to take the specific area for the intended car parking shall be decided at the time of booking of the flat to the buyer including by the way of mechanized 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 basic/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 the 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 the allotted parking granted herein. That the car parking space is available inside the complex on payment basis. A separate agreement for the allotment of the car parking will be executed between Builder and the intending Allottee(s) at the time of possession. No car parking is allowed inside the complex except those, who reserved the car parking space.

45. Further, if there is any service tax, trade tax and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the builder as a consequence of order from the government GNDIA Statutory or other local authority(ies), the said demand though issued on the builder, shall be the liability and responsibility of the intending allottee(s) / buyer of the apartment who shall pay / reimburse the said demand immediately to the builder on intimation, in his/her/their preferred mode of communication by the builder at the time of possession.

46. It is hereby agreed, understood and decided by both the parties that the Builder 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.

47. That until a sub lease deed is executed & registered, the builder 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 Builder. The Builder shall have 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 Builder. It is further clarified that the Builder is not constructing any Apartment as the contractor of the Intending Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be effected after the actual construction/finishing of the Apartment by the execution of sub lease deed.

48. 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 Builder 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).

49. That the intending Allottee(s) will get his/her/their permanent address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by regular post/Email/Direct personal delivery about subsequent changes. If any, in his/her/their address, failing which all demand letters/notifications 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 therefrom.

50. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Noida, (U. P.), India. The Arbitration and Conciliation Act, 1996, any statutory amendments/modifications when govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

51. 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.

52. That the apartment / building / complex may be subject to any intervention by the builder to cause damage the structure (columns, 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.

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

54. It is made clear that any commitment/representation made and/or information delivered by any of the channel partners/sub-agent or their representative to any flat buyer/customer, which is not mentioned in the brochure/ application form/ flat-buyer agreement, shall not carry any authorization made on behalf of the 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.

55. Holiday Plan is subvention Bank Loan Scheme. No EMI Till Offer of Possession. Buyers should have eligibility of 80% of flat cost else the difference of the sanctioned/disbursed amount has to be paid by the buyer within 30 days of booking.

56. No penalty shall be paid for delayed possession under Holiday Payment Plan.

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)

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26/07/15 12:59 pm

Cherry County

2/3/4 BHK APARTMENTS

GREATER NOIDA (WEST)

APPLICATION FORM



ABA CORP.
greenovations

Application for Allotment of Residential Apartment at CHERRY COUNTY, GH-5B, Techzone-4, Greater Noida, U. P.

To,
M/S COUNTY INFRASTRUCTURES PVT. LTD.
A-39, SECTOR-63, NOIDA

Project Name : CHERRY COUNTY
GH-5B, Techzone-4, Greater Noida, U.P.

Dear Sirs,
I/we remit herewith a sum of Rs _____ (Rupees _____ only)
by account payee Demand Draft / Cheque No. _____ dated. _____ drawn on _____
Bank, as booking amount.

In the event of M/s COUNTY INFRASTRUCTURES PVT. LTD. (hereinafter called the Company). I/we agree and undertake to pay the lease consideration 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 : _____
W/o S/o D/o : _____
Date Of Birth : _____
PAN No. : _____
Res. Address : _____
Office Address : _____
Telephone :- Res. : _____ Off. : _____
Mobile : _____ Fax : _____
E-mail : _____



CO APPLICANT

Name : _____
W/o S/o D/o : _____
Date Of Birth : _____
PAN No. : _____
Res. Address : _____
Office Address : _____
Telephone :- Res. : _____ Off. : _____
Mobile : _____ Fax : _____
E-mail : _____



TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR THE ALLOTMENT OF APARTMENT IN CHERRY COUNTY, GH-5B, Techzone-4, Greater Noida, U. P.

Whereas lease hold land of the aforesaid Project has been allotted to the Company i.e. M/s COUNTY INFRASTRUCTURES PVT. LTD. (Company/BUILDER) measuring 48,000sq.meters (12 acres approximately) by the Greater Noida Industrial Development Authority (GNDIA) a body corporate under the U. P. Industrial Development Area Act, 1976 on lease hold basis.

Whereas the right of the intending allottee(s) will be restricted upto allotment of apartment in Group Housing Plot mentioned hereabove on the following terms and conditions relating only to the above said Group Housing Plot and restricted 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).

1. The building plans of proposed Group Housing Plot will be submitted/signed to by the Greater Noida Industrial Development Authority (GNDIA). 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 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.

3. That the intending Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GNDIA as well as of the Government orders/ Notifications/ GNDIA Policy for an intended 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 lot-lots, space for public amenities, shopping centres or any other open spaces) commercial or residential whichever for the intended apartment.

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 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).

6. That the covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.

7. 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 thereto as may be deemed necessary or may be required to be done by the Builder, the Government/GNDIA, any other Local Authority or Body having jurisdiction.

8. That the agreed lease consideration is for the total area of the apartment mentioned hereabove, properly known as "Leasable Area" comprises the covered areas, areas under walls, full area of terrace and other properties whatsoever, together with proportionate interest in the common areas and facilities such as stairs, staircase, lifts, common areas, etc. of the building, which are not allotted to the intended Apartment. However, it is admitted, acknowledged and so recorded before the allottee that all other rights, excepting what has been mentioned above including statement and declaration made by the company/Builder 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 allottees make the payment towards the cost / instalment of the apartment by way of cheque and the cheque is dishonored for any reason whatsoever, it shall be treated as if the allottee(s) have defaulter 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.

11. That the intending Allottee(s) shall abide by all laws, rules and regulations of the GNDIA/Local Body/State Govt. of. U. P., comply with all the mandatory requirements and compliances as per 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 (s) 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/by laws or rules and regulations after the date of allotment of the apartment.

12. That the amounts in respect of payment of apartment at the intervals as per the payment plan laid down by the Company/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.

13. 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 retained by the builder without any interest.

14. 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.

15. That the drawings displayed in the Site Office/Registered Office of the Builder of Cherry 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).

16. 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 a 3% in the Leasable area of the Apartment, there will be no extra charge/claim by the Builder/intending Allottee(s). However, any major alteration/modification resulting in more than a 3% change in Leasable area 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 change thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/their and the intending Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days of receipt of notice with regard to the change. The Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending Allottee(s) gives his/her/their non-consent/objection then the Allottee(s) shall be deemed to be compensated and the Builder shall refund the entire money received from the intending Allottee(s) without making/paying any deduction therefrom 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.

17. That the intending Allottee(s) consents that the Builder can make any type of change in layout/elevation/design besides alteration in open spaces, green area or parking spaces etc as and when required or deemed fit by the Builder.

18. Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will 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.

19. That a written intimation for completion of apartment / project will be sent to the intending Allottee(s) and a "Fit-out Period" of one quarter will commence from the date of offer for possession. The said "Fit-out Period" is in 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 the 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 20 to 25 days for an individual Apartment.

20. That the developer shall complete the development / construction of the Flat within 36 months from the date of execution of this Agreement/Project being Bankable, whichever is earlier. The developer shall be liable to pay interest on the amount of delay in completion of the flat at the rate of 10% per annum.

21. That the construction of the Complex is likely to be completed in the stipulated period subject to, force majeure 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 be 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.

22. That in case the intending Allottee(s) fails to take possession of Apartment within given "Fit-out Period", Rs. 5/- per sq. ft. will be charged for the delay of First month and Rs. 10/- per sq. ft. will be charged for delay during second month from the date of expiry of said "Fit-out Period".

23. That in case the intending Allottee(s) fails to take possession of the apartment even after delay of two months after the expiry of the "Fit-out Period", it shall be assumed that the Allottee is not interested in the allotment / buying of the apartment and his / her / their booking of apartment shall be treated as cancelled, without any further notice and the amount received from the Allottee shall be refunded by the builder, without any interest; and after forfeiting the amount equivalent to 10% of the cost of the apartment as per company's terms and conditions.