

received from the bank/financial institutions/agency on behalf of the Allottee(s) as the housing loan, to the bank/financial institutions/agency in the event of Allottee(s)'s failure to pay the differential amount between the loan sanctioned by the bank/financial institution and the actual purchase price of the unit/flat, and the Allottee(s) shall not object to the same. The abovesaid refund shall be subject to deductions of earnest money along with interest on delayed payment/Non-payments of installments and any other charges or any other amount etc. as per the terms and conditions of this allotment letter.

- (C) The Allottee(s) agrees that in case the Allottee(s) opts for a loan arrangement with any financial institutions/bank/agency, for the purchase of the said Unit, the conveyance/ Sub-lease deed of the said Unit in favour of the Allottee(s) shall be executed only upon the Company receiving "No Objection Certificate" from such bank/financial institutions/agency. That the Allottee(s) hereby agrees that in case he avails loan facility for the purchase of the said Unit, upon execution and registration of the Sub-Lease Deed regarding the said Unit, the original Sub-Lease Deed shall be received by the Developer on behalf of the Unit Allottee(s) from the Registration Office directly and shall be deposited with the concerned financing institute/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations and the Undertaking given by the Developer in this regard.
- (D) The consent of the Allottee(s) shall be deemed to have been granted for creation of charge during the construction of the complex.
- (E) That the basis of calculating the proportionate charges payable by any Allottee(s) will be proportion of the super area of the unit to the total super area of all units affected by that charge.
- 34. (A) That the provisional allotment under the present document is only with regard to the inner space of the unit. The Allottee(s) shall have no other right, title or interest in any other part of the property and the Developer shall be free to use the same at its discretion including by letting it out / by raising fund/adding further construction by connecting the existing utilities / amenities / services etc. to the such newly added construction to which the Allottee(s) shall have no right to object in any manner whatsoever. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super Area of the Unit/Apartment, it is repeatedly and specifically made clear that it is only the inside space in the Unit/Apartment, that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee(s). The Allottee(s) shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.
 - (B) That in no event and under no circumstances the maximum liability of the developer on any account whatsoever shall exceed the amount received by the developer from the Allottee(s) pursuant to the present document or the entitlement of the Allottee(s) on all the accounts together including refund/interest/damages etc.
 - (C) That in case of cancellation of sublease deed by the Greater Noida Industrial Development Authority due to any circumstances, the Developer shall not refund the money paid to it by the Allottee(s) as the Developer is not responsible for the same.
- 35. (A) That the Allottee(s) has further agreed that all rights of ownership of land(s), facilities and amenities other than those within the tower/ building in which the Unit is located and the common areas shall vest solely with the Company, which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities. The staircase, connecting the Ground Floor to Terrace, is a common service accessible to all the dwellers of all the Units. The Allottee(s) will not encroach, occupy, alter or block the access to and from the staircases.

DEVELOPER * PO

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