

JKG Palm Court
Sector- 16-C, Greater Noida West



Application form for booking of residential apartment in **JKG Palm Court Project**

To
M/S JKG Construction Pvt. Ltd.
Corporate office: - D- 64
Kaushambi, Ghaziabad

Phase -----
RERA Regi No. UPRERAPRJ-----
Application No.....
Apartment no.....
Floor.....

Dear Sir,

I/we request to book a residential apartment in **JKG Palm Court – Greater Noida West**

Down Payment Flexi Payment Plan No EMI Plan Construction Link Plan

I/ we remit herewith a sum of Rs. (Rupees.....)only by bank Draft/ cheque / RTGS/ Cash No.....dated..... drawn on.....as application amount.

In the event of **JKG Construction Pvt. Ltd.** (herein after called the "company" to book an apartment, the applicant(s) agree to pay further installment of sale price and all other dues as stipulated in this application from and the payment plan explained by the company and understood by applicant(s).

The applicant(s) have clearly understood that this application does not constitutes an agreement to sell and the applicant(s) do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company have issued a receipt in acknowledgement of the money tendered with this application. It is only after the sign and execution of the allotment letter on the company's standard format agreeing to abide by the terms and conditions lay down therein that allotment shall become final and binding.

The applicant(s) acknowledges that the company has provided all the information and clarifications as sought by the applicant(s), and satisfied with the same. I Have also relied on own judgment and conducted inquiry before deciding to apply for purchase of the said apartment. The applicant(s) has not relied upon nor is influenced by any architect's plans, advertisement, Representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by company or by any selling agents/brokers or otherwise including but not limited to any representations relating to the description or physical condition of the said complex/ said apartment. This application is completed and self – contained in all respects. No oral or any written representation or statements shall be considered constituting part of this application.

The applicant(s) do agree to abide by all the terms and conditions including relating to payment of sale consideration and other charges, forfeiture of money as laid down herein and the execution of the allotment letter.

Signature of Applicant

JKG Palm Court
Sector- 16-C, Greater Noida West



My/our particulars are given below for your reference and record:

1. SOLE OR FIRST APPLICANT

Mr. / Mrs. / Ms.....

S/W/D of.....

Date of Birth..... Profession/service..... Nationality.....

Residential Status: Resident Non-Resident Foreign National of India Origin P I O

Income Tax Permanent Account No. (PAN).....

Mailing Address.....

Telephone No..... Mobile No..... Fax No.....

E-mail ID.....

Designation, Office Name & Address.....

2. SECOND APPLICANT

Mr. / Mrs. / Ms.....

S/W/D of.....

Date of Birth..... Profession/service..... Nationality.....

Residential Status: Resident Non-Resident Foreign National of India Origin

Income Tax Permanent Account No.(PAN).....

Mailing Address.....

Telephone No..... Mobile No..... Fax No.....

E-mail ID.....

Designation, Office Name & Address.....

Relation with first applicant.....

3. M/s _____ a partnership firm duly

Registered under the Indian Partnership Act 1932, through its partner authorized vide letter dated _____

Shri./ Smt. _____ S/o/W/o _____

PAN _____ Registration no. _____

Telephone Nos. _____ Fax nos. _____

Email ID _____

4. M/s _____ a company registered under

the Companies Act, 1956, having its corporate identification no. _____ and having its registered

Office at _____ through its duly authorized

Signatory Shri/Smt. _____ authorized by Board resolution

dated _____ (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). Pan _____

Telephone No. _____ Fax Nos. _____ E-mail ID _____

5. DETAILS OF APARTMENT

Apartment No. _____ on _____ Floor, Block _____ Type of Apartment _____
Carpet Area _____ sq. ft. (_____ Sq. Mtr).
Super Built-up Area* _____ sq. ft. (_____ Sq. Mtr).
Poly line area i.e. RCC slab area of apartment _____ sq. ft. (_____ Sq. Mtr).
Common Area with the apartment _____ sq. ft. (_____ Sq. Mtr).
Terrace area _____ sq. ft. (_____ Sq. Mtr).
Ground space/Lawn area _____ sq. ft. (_____ sq. mtr. _____)

as per specification attached herewith, in the proposed Group Housing Project known as

JKG Palm Court Sec 16 C Greater Noida West

• Remarks for the Ground Space/ Terrace Area _____

• **1 S.Q. MTR = 10.764 SQ.FT**

*THE Super Built up area comprises of the Builtup area i.e. poly line (P.line) area of the apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboards, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridor, lifts, stairs case, entrance lobby at ground and basement, overhead water tanks, machine room, mummies, garbage room etc.) and the proportionate common area of the project which includes indoor sports room, club, security rooms, R.W.A. room, Maintenance room common toilets at ground floor, generator room, electrical room, gas banks (if any) and other constructed common areas

JKG Palm Court

Sector- 16-C, Greater Noida West



The following are not included in the Super Built Up Area:-

Under Ground Sump, Under Ground Water tank, Boundary wall of compound, Septic Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, common landscape area, common open to sky terraces, and any void etc.

6. Cost of apartment

Down Payment Plan Rs. (In words) Rs.

Flexi Payment Plan Rs. (In words) Rs.

C L P Plan Rs. (In words) Rs.

No EMI Plan (In words) Rs.

7. PAYMENT PLAN:

Down Payment Plan Flexi Payment Plan C L P Plan No EMI Plan

Down payment Plan/Flexi Payment plan is valid up to after this date the cost of apartment shall be charged as per installment payment plan i.e. cost of the Apartment after dated will be Rupees.....

Note: Payment to be made by A/c payee cheque(s) Demand Draft(s) in favor of JKG construction (P) Ltd.

8. I/We require electrical connection of..... KVA (minimum 5KVA for 2BHK & 2BHK + Study Room and 7KVA for 3 & 4BHK). I/We are ready to pay additional load charges Rs..... at the time of offer for possession.

9. I/We require power back -up ofKVA (minimum 2KVA for 2BHK & 2BHK + Study room and 3KVA for 3BHK & 4 BHK). I/We are ready to pay additional load charges Rs..... at the time of offer possession. The per unit charges of the Power back -up(i.e. running of DG set) to be decided at the time of offer of possession depending upon prevailing price of fuel.

Charges for 7KVA electrical connection and 2KVA/3KVA
Apartment demand of additional load Rs. 7500/- (Rupees Seven Thousand) per KVA.
Service charges (Rupees Twenty Thousand Only) Backup shall be supplied as per conditions of agreement for electrical connection.



JKG Group

10. PARKING TYPE: Basement Big Basement

Parking space No. with details.....

11. Service Tax will be applicable on

(a) Basic Cost @Rs.....

(b) Other charges @ Rs.....%

12. Final Cost Rs..... (In words).....

13. IFMS (Interest Free Maintenance Security) @ Rs. /-per sq. ft. for sq. ft. area i.e. Rs/..... (In words).....

14. Monthly Maintenance Charges @ Rs. /- per sq. ft. for..... sq. ft. area i.e. Rs/..... (In words).....

15. Any Other Remark.....

16. DECLARATION

I/We the applicant(s) do hereby declare that my/our above particulars/ information's given by me/us are true and correct and nothing has been concealed there form. It is also clear to me/us that this application form is not an allotment and does not constitute any right in the said apartment. I/we shall be considered as intending allottee(s) only.

Date:

Yours Faithfully

Place:

Signature of Applicant

JKG Palm Court

Sector- 16-C, Greater Noida West



DETAILS OF THE UNIT REQUIRED FOR PROVISIONAL REGISTRATION

UNIT NO..... TOWER/BUILDING/BLOCK NO.....
 FLOOR..... Carpet Area of Unit.....
 SUPER AREA OF UNIT.....

DETAILS OF PRICING:

1) BASIC SALE PRICE(BSP):	@Rs.....Per Sr. ft.*.....	= Rs.....
2) Preferential Location	@Rs.....Per Sr. ft.*.....	= Rs.....
if any (on extra charge)		
Total		= Rs.....
3) Car Parking Charges :	@Rs.....Per Sr. ft.*.....	= Rs.....
Open Parking Charges :	@Rs.....Per Sr. ft.*.....	= Rs.....
Covered Parking Charges :	@Rs.....Per Sr. ft.*.....	= Rs.....
Total Car Parking Cost :	@Rs.....Per Sr. ft.*.....	= Rs.....
Other Charges(One time non-refundable)		= Rs.....
1) Lease Rent	@Rs.....Per Sr. ft.*.....	= Rs.....
2) Extranal Electrification Charge	@Rs.....Per Sr. ft.*.....	= Rs.....
3) Fire Fighting Charges	@Rs.....Per Sr. ft.*.....	= Rs.....
4) Interest free Mainteance Securiry	@Rs.....Per Sr. ft.*.....	= Rs.....
5) Basment Storage Space:	@Rs.....Per Sr. ft.*.....	= Rs.....
6) Power Back- up charges (1 KVA Mandaotary)	@Rs.....Per Sr. ft.*.....	= Rs.....
7) Club membership charges (per flat)	@Rs.....Per Sr. ft.*.....	= Rs.....
8) Provision for Gas Pipe Line	@Rs.....Per Sr. ft.*.....	= Rs.....
TOTAL:		= Rs.....
Amount in words.....		

I/we, the applicant(s), do hereby declare that/my our application for allotment of a Unit to the seller is irrevocable and that the above particulars/information/details given by me/us are true and correct and nothing material has been concealed therefrom. In case of any false or misleading information provided by the applicant(s), the seller shall be entitled to forfeit the amount deposited by the applicant(s)

Date: Place: Signature of Sole/First Applicant Signature of Co- Applicant

FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name..... Signature..... date.....

ACCEPTED/REJECTED

1) Type of Apartment.....Apartment No.....Floor.....

2) Parking Type: Basement Big Basement

Parking Space No. with Details.....

3) Payment Plan: Down Payment Plan Flexi Payment Plan C L P Plan No EMI Plan

Total Amount Payable for apartment Rs.....

4) Payment received vide Cheque/DD/Pay order/RTGS No.Dated.....

Drawn on.....for Rs.....(Rupees.....)

5) Provisional Booking Receipt No.Dated.....

6) BOOKING: DIRECT THROUGH SALES ORGANISER/ AGENT

7) Sale organizer's/Agent Name & Address,

.....stamp with Signature.....

8) Any other Remarks.....

9) **CHECKLIST FOR RECEIVING OFFICER:**

(a) Booking amount cheques/draft RTGS

(b) Customer's signature on all pages of the application form.

(c) Photograph of the applicant(s).

(d) PAN No. & Copy of PAN card/ Undertaking Form No. 60

(e) For Companies: Memorandum & Articles of Association and certified copy of the Board Resolution

(f) For Partnership firms Photocopy of firm registration and partnership deed

(g) For Foreign Nations of Indian origin: Passport photocopy/funds from NRE/ FCNR A/c

(h) For NRI: Copy of Passport and payment through NRE/NRO A/c

(i) For Hindu Undivided Family (HUF): Authority letter from all co -parcenor's of HUF

authorizing theKarta to act on behalf of HUF.

Sales Organizer/DealerAgent

Sales Head (Project)

V.P sales

Director Sales

Signature

Signature

Signature

Signature

For all intents and purpose and for the purpose of terms and conditions set out in this allotment letter, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms.

Applicant: Means Person(s)/ firm/ company applying for allotment of the said apartment whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgment of having agreed to the terms & conditions of the booking application form in case of more than one applicant the other will be considered as co-applicant, prior to execute the allotment letter they will be as intending allottee(s).

Application (booking Application):- a request for allotment of apartments made by the persons(s)/firm/ company on a standard format namely booking application form of company.

Allotment letter: - confirmation of booking of apartments by the company ~~and an agreement over a standard prescribed format of company which is duly executed between the company and allottee(s).~~

allottee(s):- those who have executed the allotment letter over a standard format of company thereafter a particular apartment(s) has reserved for that particular allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant will be considered as co- allottee(s) and allottee and the co allottee(s) will have the equal share in the apartment.

Apartment : The dwelling unit/ flat in the project which is identified by a number, that number is also identifying the floor and the block of that unit/flat. " said apartment" shall mean the specific apartments applied for by the applicant in the said project , details of which has been set out in the application.

Area:-

- a. **Area of land:-** total area of land over which the project is going to be constructed.
- b. **Super built-up area :-** The constructed areas of the project comprising of poly line area of the allottee(s) and other constructed areas of common use.
- c. **Poly line area :-** all constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace.
- d. **Common area and facilities :-** means all facilities to be used by all the allottee(s), such as entrance lobbies , corridors , staircase, staircase shafts, mummies, lobbies, shafts, machine rooms all service shafts fire escapes , all underground and overhead tanks, electric sub -station, control penal room, installation area of transformer and DG set , guard tower , entrance and exit of the complex, water supply , treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting system etc.
- e. **Independent Area:-** The Areas which are not included as a common areas for common use of allottee(s) and may be sold by the company/promoter without the interference of other apartment owners.
- f. **Limited common area and facilities :-** those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

Basic cost of apartment:-The consideration amount for sale of apartment inclusive of other charges which are mentioned in the booking application form and the allotment letter.

Signature of Applicant

JKG Palm Court

Sector- 16-C, Greater Noida West



Company: - JKG CONSTRUCTION PRIVATE LIMITED a company registered under the companies act 1956 having its corporate office at D/64 – Kaushambi Ghaziabad

Complex: the entire project having apartments of different types and dimension in various blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

CREDAI: confederation of real estate developers association of India, an independent association having its own office bears and a code of conduct which resolves the issues arising between the apartments buyers and developers. It also have a cross check over the developers according to its code of conduct.

Force Majeure clause: means any event or combination of events or circumstances beyond the control of the company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measure, be prevented, or a caused to be prevented, and which adversely affects the company's ability to perform obligations under this application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes out of outs, Industrial dispute.
- (d) Non availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason what so ever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (f) The promulgation of a amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents that prevents or restricts the party/ company from complying with any nor all the terms and conditions as agreed in this booking application, or any legislation, order or rule or regulation made or issued by the govt. Or any other authority or if any competent authority(ies) refuses, delays, withholds, denies, the grant of necessary approvals for the said complex/ said building or if any matters, issues relating to such approvals, permission, notice, notifications, by the competent authority (ies) become subject matter of any suit/writ before a competent court or any reason whatsoever.

Layout and plans :- The architectural Drawings of Project comprising of whole planning of Constructions, open areas and drawings of particular block, floor and a particular apartment.

Payment plans: - these are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance charges :- Means The charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the said complex/said building as per maintenance agreement to the company or to the maintenance agency at prescribed rates on the upper built up area of the said apartment.

Project :- Means JKG Palm Residency situated at Greater Noida, west.

RWA :- Means the Resident Welfare Association, an association of the apartment owners which shall be duly formed after providing 50% possessions in the said project and the Company/Promoter shall get the association registered immediately after handing over 60% apartments to the owners.

Taxes: - shall mean present and future taxes and levies/ notified by the authorities, central Govt./ state Governments and recoverable from apartments owner.

TERMS AND CONDITIONS forming the part of application form for booking of residential apartment in JKG Palm Court situated at 16C Greater Noida west

1. That the building of proposed Group Housing has been duly submitted/sanctioned by the GNIDA Authority. The Project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parking and spaces for public amenities, etc.
2. That the intend allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. Pertaining to the aforesaid Project and is/are fully satisfied about the title and right of the company in respect of the aforesaid project. The company have the right of bifurcations/division /partition or amalgamation of the apartments in the said project and also have the right to allot them in the said complex. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in according to the structural drawings of the building hence as it does not have beams & columns, so the actual construction shall not be compared with that, also that the fitting fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specification of actual construction are duly specified in the brochure and also forming the part of the allotment letter.

Note: the request for any change in construction/ specification of any type in the apartment will not be entertained.

3. That as per the layout plan is it envisaged that the apartment on the floors shall be sold as an independent apartment with the importable and undivided shares in the land area underneath the plot.
4. That the intending allottee(s) is/are aware of and has/ have knowledge that the building plans are tentative and agree to that the company may make some changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company, the government / GNIDA Authority or any other local authority or body having jurisdiction. As per the prevailing building byelaws of the GNIDA Authority the F.A.R (floor area ratio) of the said project is 2.75 of the plot which comprises of fixed nos. Of the dwelling units in proportionate to the population density, thereafter 0.75 F.A.R is purchasable and a compensatory F.A.R for road etc is also applicable, further 10% of the total F.A.R is compoundable, accordingly the nos. Of dwelling units may be increased. Also that in the eventuality of change in F.A.R the company shall have the right to explore the terrace to achieve the enhanced F.A.R. that the company can make any type of change in layout/ elevation/ design alteration in open spaces area of parking etc. As and when required the deemed fit by the company and by signing this application and terms & conditions it shall be presumed that the applicant(s) has/have given all the time consent for all the stated above.
5. That the sale consideration is for the total area of the said apartment, as mentioned herein properly known as "super built up area". That all the rights excepting what have been mentioned including easement rights, open spaces, school spaces for public amenities etc. Or any other spaces which does not falls under the definition of common

area will be the sole ownership of the company, who will have authority to charge membership for such facilities

6. That the intending allottee(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement of power back-up etc. With the execution of allotment. The set of all these documents will be sent to the intended allottee(s) either in a printed format or through email, if the intending allottee(s) don't agree with any of the terms and conditions or the content therein, the intending allottee(s) can take the refund of amount deposited without any interest after cancelling the booking.
 7. ~~That the intending allottee(s) after depositing 10% amount of the cost of apartment within thirty days from the date of this application have to execute the Allotment Letter on the company's standard format there after the intending allottee(s) shall be treated /referred as allottee(s). In case the intending allottee (s) fails to execute the allotment within 30 days of booking, inspite of he/they has/ have deposited 10% amount, the said booking shall be cancelled and the entire deposited amount will be refunded without any interest. The schedule of instalments as opted in the application form/mentioned in the allotment letter shall be final and binding over the allottee(s). In case any change /alteration or reissuance of allotment letter is required and requested by the allottee(s).~~
 8. That the down payment plan/flexi payment plan will be valid up to the date mentioned in the booking application form, after the expiry of said date the instalment payment plan shall be applicable and the cost of apartment shall be as per the instalment plan.
 9. That the schedule of payment/ instalment has duly explained to the intending allottee(s) and will also be mentioned in the allotment letter, the payment on the time shall be responsibility of the intending allottee(s). Any separate demand letter for the instalment falling due has not require to send by the company and that shall not be claimed as a right by the intending allottee(s) or a duty/obligations towards the company.
 10. That the allottee(s) and the family members have to right o visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.
 11. That the applicant & co-applicant (if any) will have equal share in the apartment and in case of death of any of them the booking 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 divorce case or where a dispute arises between the applicant(s) booking will continue only after providing consent in writing by both/ all of 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 all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/ allotment and the applicant(s) allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the basic cost of the apartment. For the refund in a above said cases as
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stated above, consent of both /all applicant(s)/allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the applicant(s) allottee(s).

12. That the instalment in respect of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of due instalments first of all shall be adjusted towards the due interest if any thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period or in the event of breach of any terms & condition of the allotment by the allottee (s), the allotment will be cancelled and 10% of the basic cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days there will be no more grace period and interest @ 12% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 18% per annum whichever is higher.
13. That any alteration / modification as the company deem fit or as directed by any competent authority(ies) resulting +- 3 % change in the built up area of the apartment there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, however any major alteration / modification resulting in more than +- 3% in super built up area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee(s) in writing about the changes thereof and the change in the enhanced cost of apartment . the allottee(s) have to pay that amount to the company. The allottee(s) have to give his/her/ their consent or objection within 30 days from the date of such notice, In case the allottee(s) doesn't give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee(s) without any deduction and with interest @12% per annum. No other claim of the allottee(s) shall be considered in this regard.
14. That if for any reason whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refund, in full without any interest.
15. That the construction of the project is likely to be completed as early as possible, the following factors can effect the construction i.e. regular and timely payments by the allottee(s), availability of building material etc. Any dispute with the contractor, change of laws by government / local authorities/ any court order/ force majeure circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reason or any other reason beyond the control of the company.
16. That the project is comprising of many blocks, as soon as the construction of particular block(s) will be completed with all the basis amenities attached to that block(s), the company after applying for the completion certificate of particular block(s) to the authority concerned will offer the possession of the apartment in that block to the

allottee(s) the construction of remaining blocks will be ongoing it can take further time till to the completion, the allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part may also be applied for particular block(s), after completing the construction, depositing the requisite fee and obtaining the NOC' from all the concerned department. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).

17. That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse to take the possession on any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.
18. That a written intimation for completion of apartment will be sent to the 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 allottee(s) to complying with the requisite formality viz. Obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final coating of paints etc. Will be done during said Fit-Out-Period and after the registration of sale deed of department only. The final touch will take 20 to 30 days for an individual apartment and the allottee(s) may get these final installations done in his/her/their own presence, if desired so.
19. The final touch to the apartment shall be given after the registration of sale deed and the consent of the allottee(s) shall be presumed that the final keys of the apartment were given for the final touch. The apartment owner(s) have to take over the keys back after completing the job of final touch on the date which was confirmed to the owner(s). In case the owner(s) delays in taking over the key back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the Apartment owner(s) even then the keys of the apartment were not taken back.
20. That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remains left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance with the date given in the letter 'offer for possession'.
21. That if there is delay in handing over possession of apartment after expiry of "Fit Out Period" due to any other reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 3/-per sq. Ft. Per month in respect of the super built-up area of the apartment for delayed period (commencing from the date of expiry of "Fit Out Period" only, provided that all due instalments from the concerned allottee(s) were received in time including grace period. Vice- versa the penalty of Rs. 5/-sq. Ft. On delay in taking the possession shall also be applicable over the allottee(s) and the payable by the allottee(s), if the allottee(s) does not proceeds with the requisite compliance as per the letter "Offer for Possession". The said penalty shall commence from the date of expiry of "Fit -Out- Period, third holding/waiting

period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim expect to refund of amount without any interest and as per the terms and condition of the allotment letter shall be entitled and entertained. Further in case of Bank loan due amount will be refunded to the bank and balance amount will be refunded to the apartment owner.

22. That there will be defect liability period of 12 months from the date of offer for possession. The defect liability to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the company shall co-operate with the purchaser in sorting out the issue.
 23. It is hereby agreed understood and declared that the Sale/Registry of the apartment shall be executed and registered in favour of allottee(s) after the apartment has been finally constructed at the site, after receipt of total sale consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sale Deed/Registry, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges shall be borne and paid by the allottee(s). At present the stamp duty is 7% of the valuation as per circle rate list or the consideration amount whichever is higher+ registration fee of Rs. 10100/- (The registration fees Rs. 10100/- for each share will be applicable if there are more share disclosed in the property, the stamp duty and registration fees will be applicable as per the prevailing charges of the Govt.+ Advocate fees(Rs.5000)+ miscellaneous expenses. The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon imposed by the government/ competent authority over allotment of parking space and agreement for maintenance, electricity and power back-up etc. Shall be paid and borne by the allottee(s).
 24. The until a sale deed is executed and registered, the company shall continue to be owner of the apartment and also the construction thereon and the allotment shall not give any right or title or interest therein to the allottee(s) even though all payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the allottee(s) but on the other hand company is constructing the complex as its own as a promoter and sale will be affected after the actual construction of the apartment by way of executed Sale Deed. The company shall have first lien and charge over the apartment for all its dues that may/become due and payable by the allottee(s) to the company.
 25. That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground what so ever.
 26. That all taxes such as House tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession declared by the company, whichever is earlier.
 27. That the allottee(s) after possession shall comply with all the mandatory requirements and compliance as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution
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Control; board /Water commission/ any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all law, rules and regulations of the GNIDAS/ local authority/State Govt. Of India and of the Resident Welfare Association

(as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of the conditions of Law/Bye laws or rules and regulation after handing over the possession of the apartment.

28. That the car parking will be available inside the complex, as per the types opted by the allottee(s) in the Application booklet. The Cars/Scooters/Two wheelers/cycles will be parked within the same parking spaces allotted to the allottee(s). One car parking, either Basement Big Parking Slot, is mandatory. No car /vehicle are allowed inside the complex except those who have reserved the car parking space. The company has also reserved its rights to allot the un-allotted parking spaces, in future, after handing over the maintenance of the said complex to the Resident welfare Association of the complex. The RWA or owners/allottee(s)/occupiers of the apartment shall not have any right over the un-allotted parking spaces. The 10% of the total nos. Of parking spaces of the project shall be reserved for visitor parking spaces and these parking spaces shall be provided in the set back of the project.
29. That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
30. The single point electric connection will be taken from the PaschimanchalVidyutVitran Nigam Limited and the electricity will be distributed through separate meters to the allottee(s) through pr-paid systems. The allottee(s) will get Electrical Connection for the capacity, as opted for him/her/them in this application.
31. That the allottee(s) can also avail Power back-up facility as opted by him/her/them in the application. The allottee(s) may kindly ensure to have given his/her/their consent in writing, at the time of application a no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up(i.e. running of DG Set) shall be subject to the prevailing rates of fule of at the time of possession.
Note:- Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made therein, the said load(s) always be final once opted in this booking application.
32. That is hereby agreed, understood and declared that the company may take const ruction finance/demand loan for construction of the above said complex from the banks/financial institution after mortgaging the land/apartment of the said complex. However, the sale deed in respect of said apartment in favour of allottee(s) will be execut ed and registered free from all encumbrances at the time of registration of same.
33. That if there is any Service tax, Trade tax, V.A.T, G.S.T., and additional levies, rate taxes, charges, compensation to the farmers, cess and fees etc. As assessed and the at tributable to the company as consequences of court order/Government/GDA/statutory or other local authority(ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same.
34. That the monthly maintenance charges as mentioned above upon the super Built-up area sold to the allottee(s) shall be charged and an Interest Free maintenance Security deposit as mentioned above for the said area shall be deposited by the allottee(s). The

maintenance of the said project will be carried out by the company or its nominee. After providing fifty percent (50%) possession of the total nos. Of the apartments of the project an Association of the owners (RWA) shall be formed. The above said Interest Free Maintenance Security deposit will be transferred to the RWA at the time of handing over the maintenance of the said project to the RWA.

35. That the monthly maintenance charges shall be charged through the electricity meter and the amount will be utilized for electrical expenses, cleaning of common area and maintenance of lifts, parks, roads, security, and other amenities falling under the common area use.
36. That the apartment shall be used for residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. Shall not be allowed to the apartment's owners or associations of apartment's owner. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any other external wall or both faces of external door and windows of apartment, change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure thereof no change is allowed.
37. That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment's with motors rooms, single point electricity distribution system with all liabilities, Gen-sets, security gates with intercom, lift rooms at terrace and other area falling in common area.

Note: all the un-sold spaces and areas which are not falling the part of common area shall continue to be the property of the company and all rights are reserved with the company for the said areas.

38. That the contents of each apartment along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. the company after handing over the possession of a particular apartment shall no way be responsible for safety, stability etc of the structure. The allottee(s). Will pay all charge towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.
 39. That it shall be responsibility of intending allottee(s) to inform the company by registered A/D letter or courier about subsequent change(s) in the address otherwise the address given in the booking booklet form will be used for all demand letters/notices and letters posted at the address (if change in address did not intimated) will be deemed to have been receiving by the intending allottee(s) and the company shall not be responsible for any default.
 40. That in case of any dispute whatsoever between the applicant/ allottee/ purchaser & M/s JKG Construction Pvt Ltd., in respect to any of the terms or condition of the present agreement or any other issue whatsoever (even after termination of the present agreement for whatever reasons) the same shall be referred to the Sole Arbitration. The
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Sole Arbitrator shall be appointed by the Managing Director, M/s. JKG Constructions Pvt Ltd,. The decision of such Arbitrator shall be final and binding on all parties. The Arbitration proceedings shall be held in GAUTTAM BUDH NAGAR and only GAUTTAM BUDH NAGAR courts shall be territorial jurisdiction over the same & Allahabad High Court will higher court for this purpose. The Arbitration & Conciliation Act, 1996 or any statutory amendment(s)/ modification(s) shall govern the Arbitration proceedings thereof for the time being force.

41. In case of NRI allottee(s) to observance of the provision of the foreign exchange management Act -1999 and any other law as may be prevailing shall be responsibility of the allottee(s).

I/We have fully read and under stood the terms and conditions mentioned herein above and agree to abide me/us by the same.

Signature of the Applicants(s)