



Allotment Letter

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Unit No.:

Customer Code No.:

A Joint Venture of



"BUILDING THE FOUNDATION OF TRUST"
An ISO 14001 Certified Company

Site Office : Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad
Corporate Office : 17, Kiran Enclave, Near Samrat Hotel, Main G.T. Road, Ghaziabad - 201001, U.P. (India)
Ph. : 0120-4187000/1/2, Fax : 0120-4187150

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A Joint Venture of



"BUILDING THE FOUNDATION OF TRUST"
An ISO 14001 Certified Company

ALLOTMENT LETTER

Date :-

This stamp paper is the part of Allotment letter of Flat No:..... allotted in the name of
Mr./Mrs./M/s.....bearing PAN No.
.....S/W/O.....
R/o.....as of residential
apartment in proposed Plot known as "DELHI HEIGHTS" built at Sector-14, T.H.A., Shiromani
Shahkari Awas Smiti, Kaushambi, Ghaziabad.

Jai Krishan SVP JV

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Allotee/s

To,
Mr./Mrs./M/s. _____
Resi Add: _____

Dated:

Sub: Allotment of Flat in proposed Project known as “DELHI HEIGHTS” built on Plot No. _____ Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad.

Dear Sir (s)/ Madam,

In response to your application dated _____ we, Jai Krishan SVP- JV hereby subject to the terms and conditions mentioned hereinafter allot to you residential Flat No _____ , Flat Size (Super Area) _____ Sq ft, having carpet area _____ sq. mtr. i.e. _____ sq. ft.. on _____ Floor, Tower _____ as per specifications attached herewith, in the proposed Group Housing Project known as “DELHI HEIGHTS” built on Plot at Sector 14, T.H.A., Shiromani Shahkari Awas Samiti, Kaushambi, Ghaziabad (Project of Jai Krishan SVP-JV) for a Consideration price of Rs. _____ /- (Rupees _____ only) + Service tax* and other applicable taxes, if any, payable as per Payment Plan Mentioned hereinafter.

The said consideration price is inclusive of _____GAC and Club Membership Charges and certain charges payable in addition Car Parking, IFMS , Advance Maintenance Charge, Electricity Meter Charges, PLC and Power Backup Charges.

*Service tax or any other Tax will be applicable as per Govt. norms from time to time.

Remarks for the Ground Space/Extra

1 SQ.MTR = 10.764 SQ.FT.

Tentative Layout Plan / Map of the apartment is attached herewith.

The detailed interpretation and indicative terms of allotment are incorporated at Appendix.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE JOINT VENTURE FIRM AND ALLOTTEE(S):

1. REPRESENTATION / BUILDER:-

WHEREAS GDA has allotted land measuring 4901.30 sqmtr, vide Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad for the development of residential Project.

WHEREAS The JV Firm has got the right & submitted building plans of proposed Group Housing Project before Ghaziabad Development Authority (GDA). The project will have apartments of different sizes and dimension in various blocks therein and will also have space for Fan Rooms, Splash Pool, Recreational Facilities, Club, Party Hall, Basement Parking and Space for public amenities etc. .

2. REPRESENTATION/ALLOTTEE:

AND WHEREAS the Allottee has represented that he has seen the relevant documents/papers pertaining to the said Proposed apartment and is fully satisfied that the title of the said residential apartment is marketable and the Joint Venture Firm has right and authority of marketing the said apartment and to allot and sell the Flat to the proposed Allottee. The Allottee has also seen and understood the plans, designs, and specifications of the said Flat and the said apartment and is willing to purchase the said Flat.

2.2. AND WHEREAS the Allottee has fully satisfied himself as to the right/title of the Joint Venture Firm / Developer over the said land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities in favour of the Joint Venture Firm/Owner / Developer. The Allottee has confirmed to the Joint Venture Firm/Developer that he is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

2.3. AND WHEREAS the Allottee has represented that he has applied for allotment with full knowledge of all notifications, approvals, exemptions and permissions accorded by the Government have been inspected and understood by the Allottee along with all relevant documents and papers pertaining to the Project. The Allottee has fully satisfied himself / herself / themselves/ itself as to the title of the Joint Venture Firm to the said Land, its marketability and right and authority of the Joint Venture Firm to develop, promote and make the Project on the Said Land and to sell Flats to any party (s) whatsoever in terms of the permission granted and the applicable Acts and the rules and regulations promulgated there under. Being fully satisfied the Allottee agrees and undertakes that no further investigations are required regarding the title, right and authority of the Joint Venture Firm and that no objections, challenges or queries shall be raised by the Allottee at any time in future and for whatsoever reasons in regard to the title and rights of the Joint Venture Firm .

2.4.. That the allottee(s) has/have seen all the documents of titles & plan of the project has been displayed at the site office of the project & the corporate office of the Joint Venture Firm. The brochure of flat is not in accordance to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this allotment letter. The Brochure is purely conceptual and not a legal offering. The JV Firm reserves the right to add/delete any details/specification/elevation mentioned in the Brochure as might be required in line with compliance of regulatory and/or statutory authorities. All floor plans, site map specifications, amenities, facilities and perspective views are tentative in nature and are subject to change/revision.

2.5. That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent Apartment with impartible and undivided share in the land area underneath the plot. The intending Allottee(s) shall not construct anything on the terrace, however, the Builder shall have the right to explore the terrace in the case of any change in the FAR, carry out construction of further apartment in the eventuality of such changes in the FAR or purchasable FAR as per policy of Authority/Govt. However, if as a result thereof, there is any change in the boundaries, greeneries, common area, undivided areas or areas of the said apartment, the same shall be valid and binding on the intending Allottee(s).

2.6. That the allottee (s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the Joint Venture Firm may make such changes, modification, alternations and additions therein as may be deemed necessary or many be required to be done by the Joint Venture Firm, the Government/Ghaziabad Development Authority or any other local authority or body having jurisdictions.

The permissible FAR shall be as per the prevailing Building Byelaws of the Ghaziabad Development Authority which comprises of limited nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and Building FAR etc shall be permissible as per the Authority's regulations time to time. Also that in the eventuality of change in FAR the Joint Venture Firm shall have the right to explore the terrace or by adding new towers to achieve the enhanced FAR. That the Joint Venture Firm can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Joint Venture Firm and by signing this allotment letter and terms & conditions, it shall be presumed all time consent of the allottee(s) for all which has been stated herein. That the intending allottee(s) will further provide undertaking Section 10 (b) of the Uttar Pradesh Apartment Act, 2010 "Form "B" along with this Allotment letter.

The Allottee have no issue, complains or problem, if the Joint Venture Firm goes for any changes in plans, floors, increase in FAR or increase in no. of tower, increase in ground coverage or increase in drawing as resubmission or purchasable FAR plan or compounding plan.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained nor allottee can construct any wall on terrace or replacement of wall inside the flat in any manner.

3. Confirmation / Declaration:

The proposed map has been submitted by the Joint Venture Firm in GHAZIABAD DEVELOPMENT AUTHORITY (GDA) in respect of the project. The copy of the same has been seen and understood by the allottee(s) and he/she/they are agreed with the same. If further changes in layout/elevation/design, coverage area, common area and limited common area take place (as the case may be) due to statutory requirements, than it will be presumed the allottee(s) all time consent for the same.

3.1. The Joint Venture Firm , relying on the confirmations, representations and assurance of the Allottee to faithfully abide by all the terms, conditions and in spirits as contained in this allotment, has accepted in good faith accepted the application of the Allottee to allot a Residential Flat more fully described herein below, and is now desirous and willing to have Allotment Letter along with terms and conditions.

4. Earnest Money: - The Flat Allottee has got the allotment letter on the condition that out of the amount(s) paid/payable by him/her of the said flat and the reserved parking space allotted to him/her, the Joint Venture Firm shall treat 10% of the total value of the flat as earnest money to ensure fulfillment, by the Flat Allottee, or the terms and conditions as contained in the application and this allotment letter.

The flat allottee hereby authorized the Joint Venture Firm to cancel the booking and forfeit out of the amounts paid/payable by him/her, the earnest money as aforementioned together with any interest paid, due or payable, and other amount of non refundable nature in the event of the failure of the Flat Allottee to perform his/her obligations or fulfill all the terms and condition set out in the application and/or this allotment letter. The forfeited amount is the reasonable pre-estimated loss suffered by Joint Venture Firm by reason of applicant breach in non-complying with their obligation.

That flat allottee agrees that the conditions for cancellation of booking and of forfeiture of earnest money shall remain valid and effective till the execution and registration of the sale deed for the said flat and that the Flat Allottee hereby authorized the Joint Venture Firm to effect such forfeiture without any notice to the Flat Allottee and the Flat Allottee has agreed to this condition to indicate his her commitment to faithfully abide by all the terms and condition contained in his / her application and this allotment letter.

5. Consideration:- That the consideration is for the total area of the said apartment which will be registered as mentioned herein the property known as "Super Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/apartments, unsold parking places, and recreational facilities, spaces for public amenities, community, clubs & store, or any other spaces which does not fall under the definition of common areas will be the sole ownership of the Joint Venture Firm, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimension shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall bases. The Joint Venture Firm can registry the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s) / Joint Venture Firm / institution (s) whosoever.
- 5.1. Mode of Payment: - That the flat Allottee shall make all payment as per terms of schedule of payments and as may be demanded by the Joint Venture Firm from time to time and without any reminder from the Joint Venture Firm through a/c payee cheques/demand draft(s) in favour of Jai Krishan SVP -JV. However the Joint Venture Firm will send intimation to the Flat Allottee (with payment plan) regarding reaching of a particular construction stages/landmark referred to in the schedule of payment. Upon receipt of all other charges, offer of possession letter will be given to Allottee within specified period i.e.36 months + 6 month grace period from the date of execution of this allotment letter, subject to payment of all installments as per schedule as chosen by the Allottee in payment plan. The remaining terms & condition will be binding upon the parties.
- 5.2. That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the Joint Venture Firm and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or duty/obligations towards the Joint Venture Firm.
- 5.3. That the installments 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 installment first of all shall be adjusted towards the interest due 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 of the terms & condition of the allotment by the allottee(s), the allotment will be cancelled and 10% of the 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 then there will be no grace period and interest @ 18% per annum shall be charged.

Note: - Timely payment being the main essence of this allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reason shall be sole responsibility of the allottee(s).

- 5.4. It is hereby agreed between the parties that if there is reduction in the built up area of the said Apartment or its location, no claim, monetary or otherwise will be raised, however if flat area increases, builder has right to recover from allottee, the prevailing rate at that time on increased area.
6. Maintenance Agreement :- That the intending allottee(s) have to execute the maintenance agreement with the execution of allotment. The set of documents are available in a printed format.
- 7.1. The flat allottee agrees and authorize the Joint Venture Firm to make additions to or put up additional structures in /upon the said building or additional flat building(s) and /or structures anywhere in the said project/said portion of land as may be permitted by the competent authorities and such additional flat building(s) structure shall be the sole property of the Joint Venture Firm which the Joint Venture Firm will be entitled to dispose off in any way it choose without any interference on the part of the Flat Allottee(s). The Joint Venture Firm shall continue to have, as before, the right to make structures in the aforesaid manner, and pass on the additional FAR as and when available / permissible by the Concerned Authority, on the next / adjoining phase / area, green area, any other area adjoining to the flat of the Allottee or any other area adjoining / under left for development in housing project, not subject to the Joint Venture Firm construction or continuing with the construction of the other building(s) /blocks outside/adjacent to the said building or inside the said project/said portion of land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Joint Venture Firm, on the ground that the infrastructure required for the said project is not yet complete. Any violation of this condition shall entitle the Joint Venture Firm to seek remedies provided under this allotment letter in cases of breach, non-payment, defaults etc.
- 7.2. That the structure of the Residential Group Housing Project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Residential Group Housing Project Building or cause increased premium to be payable in respect thereof for which the allottee shall be solely responsible and liable.
- 7.3. That the Allottee shall become member of club. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.

7.4.

- a) Segregation of Waste in each household should be done as “Wet Waste” and “Dry Waste”
- b) The waste bins should be maintained and waste should be disposed accordingly.
- c) In case of hazardous waste such as e-waste, Lamps, Batteries, metal tins and cans should be handed over separately to the facility and maintenance staff.
- d) Parking should be done at the allocated places. Preferred parking is provided for the disabled persons and for tenants having electric cars and vehicles.
- e) Plumbing jobs shall be conducted by a Plumber certified by the Building Maintenance Department.

8. Transfer:-

That the allottee & co-allottee (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 allottee(s) booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concerned/Court.

9. Refund:-

That in case the intending allottee(s) want to get his /her/their allotment cancelled due to any reason whatsoever, than 10% of the cost shall be forfeited and balance, if any shall be refunded without interest.

- 9.1. That if for any reason whether within or out of the control of the Joint Venture Firm whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
- 9.2. That “The Joint Venture Firm” alone is entitled to get refund of the various securities deposited by it during the construction of the building with various Govt. or Local Authorities for electric, water & sewer connection etc.
10. Failure of Flat Allottee to take possession / watch & ward charges / delay payment:- That since it is a twin tower project having two towers, the construction might be completed in parts. All the major common facilities will be completed only after completion of construction of both towers. As such the intending Allottee(s) must take the possession of his/her/their own flats as soon as it is made available for possession. In case of any delay in issuance of completion certificate builder will not be held responsible. The possession of flat shall be offered only after obtaining completion certificate, however in the interest of Allottee, builder may handover the flat, (subject to applicable conditions and covenants prescribed by the competent authority) with conditional possession to complete the interior work.

- 10.1. That in case intending Allottee(s) fails to take possession of apartment within “fit-out-period”. Rs. 5/- per sq. ft. will be charged for the delay of First Month and Rs. 10/- sq. ft. will be charged for delay as watch & ward charge during second month from the date of expiry of said “fit-out-period” and in case possession will not be taken within 1 year, flat may be cancelled at the sole discretion of builder and deposited amount will be refunded without interest.

However in the eventuality of prolonged delay, the builder may exercise the discretionary right and may condone the delay after charging interest @ 18% per annum.

- 10.2. That the developer shall complete the development /construction of the flat within 36 months from the date of execution of this allotment letter, with an extended period of 6 months thereof. In case of delay in construction of the said flat attributable of delay of developer, the developer would pay a sum at the rate of Rs. 5/- per sq. ft. or pay the interest of EMI saleable area per month beyond grace period, provided however that the intending Allottee has made payment of all installments towards the sale consideration amount of this Flat in time and without making any delay to the developer. It is also clarified that in case of transfer/nomination/assignment of allotted flat to someone else on the basis of applicable/permissible law, the Joint Venture Firm will take administrative charge decided by the Joint Venture Firm at the time of nomination/transfer/assignment and in line with applicable provisions.
- 10.3. That the construction could be completed prior to the date given in the allotment letter in that case the allottee (s) shall not refuse for taking 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.
- 10.4. 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 Joint Venture Firm, registration of sale deed etc. The final touch i.e. installation of sanitary ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out-Period and after the registration of the apartment only. After the registration of the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.

- 10.5. The final touch to the apartment shall be given after the registration of registry and the consent of the allottee (s) shall be presumed that the keys of the apartment were given for the final touch. The allottee(s) have to take over the keys in their possession after completing the job of final touch and on the date which shall be confirmed to the allottee (s). In case the allottee (s) delays in taking over the keys in their possession after the confirmed date then Joint Venture Firm shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee (s) even if he keys of the apartment were not taken in possession by the allottee.
- 10.6. 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 remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter offer for possession.
- 10.7. That if there is delay in handing over the possession of apartment beyond 6 months from the proposed dated of possession due to any reason(s) which were within the control of the Joint Venture Firm, the Joint Venture Firm will pay to the allottee (s) delayed possession charges per month for the super area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession) provided that all due installments from the concerned allottee (s) were received in time. Vice versa the penalty of on delay in taking in possession shall also be applicable over the allottee(s) and payable by the allottee (s) if the allottee (s) does not process with the requisite compliance as per the letter of "Offer for Possession". The said penalty shall commence from the date of expiry of Fit-out period. This holding/waiting period shall have a limit maximum of 12 months (1 year) thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the Joint Venture Firm shall be entitled and entertained. Further in case of Bank loan the due amount will be refunded to the bank and balance amount will be refunded to the allottee (s).
- 10.8. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Joint Venture Firm. The Joint Venture Firm shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only, however in absence of completion certificate the builder may offer conditional possession on the request of allottee.
- 10.9. The 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 covered under warranty by the manufactures themselves. However, in the event of recurring problem with the bought out items, the Joint Venture Firm shall co-operate with the purchaser in sorting out the issue.

That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GDA/Authority Concerned up to the boundary of said project. The Joint Venture Firm will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GDA/Authority Concerned shall not be considered the delay on part of the Joint Venture Firm.

That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right, the Joint Venture Firm 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 allottee(s) or any of family member or accompanying party.

10.10. Registration:-

It is hereby agreed understood and declared that the 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 consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the registry, registration charges/fees miscellaneous expenses and Advocate's legal fees, these fee and charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. any the stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).

11. Events of Default and Consequences:- It is specifically made clear to the Flat Allottee that all defaults, breaches and/or non-compliance of any of the terms and conditions of this allotment letter shall be deemed to be events of defaults liable for consequences stipulated herein. With a view, to acquaint the Flat Allottee some of the indicative events of defaults are mentioned below which merely illustrative and are not exhaustive.
- i) Failure to make payment of even one installment within the time as stipulated in the schedule of payments and failure to pay the stamp duty, legal registration any incidental charges, advocate fees, service tax, any increases in security including but not limited to interest free maintenance security as demanded by the Joint Venture Firm, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Joint Venture Firm to the flat allottee under the terms of this allotment letter and all other defaults of similar nature.
- ii) Failure to take over the said flat for occupation and use within the time stipulated by the Joint Venture Firm in its notice.

- iii) Failure to execute the sale deed within the time stipulated by the Joint Venture Firm in its notice.
- iv) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits (IFMS), deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Joint Venture Firm, its nominee other body or association of flat owners.
- v) Dishonour of any cheque(s), given by Flat Allottee for any reason whatsoever.
- vi) Sale/transfer disposal or /dealing with, in any manner, the reserved parking space independent of the said flat.
- vii) Any other acts, deeds or things which the Flat Allottee may commit, omit or fail to perform in terms of this allotment letter, any other undertaking, affidavit/allotment letter/indemnity etc. or as demanded by the Joint Venture Firm which in the opinion of the Joint Venture Firm amounts to an event of default and the Flat Allottee agrees and confirms that the decision of the Joint Venture Firm in this regards shall be final and binding on the Flat Allottee.

Upon the occurrence of any one or more of event(s) of default under this allotment letter including but not limited to those specified above, the Joint Venture Firm may, at its sole discretion decide to cancel this allotment Letter.

- 11.1. If any misrepresentation/concealment or suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned herein above shall be forfeited and the applicant shall be liable for such misrepresentation/suppression of material facts in all respect.
- 12. That the allottee(s) has had to pay non-refundable Interest Free Maintenance Security (IFMS) to the Joint Venture Firm @ INR 17/- per sq. ft. of the saleable area, which will be transferable to the R.W.A. at the time of handing over the maintenance to the R.W.A. That the allottee (s) also has/have to pay Advance Maintenance charges @ Rs. 108/- per sq. ft. on saleable area to the Joint Venture Firm for the 36 months from the date of possession, 15% of these monthly advance maintenance charges will be transferred to management Joint Venture Firm on account of supervisory charge and the remaining 85% amount will be used for the maintenance of Project. The said amount will be utilized for electricity expenses, cleaning, and maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the Project. All other Terms & Conditions mentioned in Maintenance Agreement shall be applicable. The Power Back-up Installation Charges & Interest Free Maintenance Security (IFMS) are applicable and payable to builder as per agreed rate in builder's account. It is agreed that in case fund available in the maintenance account for capital replacement are not sufficient to meet the requirement of the occasion for any such repairs, replacement up-gradation the short fall shall be met with the fund collected on account IFMS.

The Joint Venture Firm has undertaken the upkeep, operation / supervision and management of the said project, and to provide services in relation thereto, as set –out in clause hereinafter, initially for a period of 3 years, and unless an association of the owners of the flat in the said Project is formed, this Agreement can stand renewed for further period of 3 (Three) years on such terms and conditions and charges as will be appropriate to run, operate and maintain the project.

- 12.1. That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his /her/their consent in writing at the time of application, as 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 fuel 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 thereon, the said load(s) always be final as once opted in the booking application.

- 12.2. Payment of Deposits & Charges for Bulk Supply of Electrical Energy:- If the Joint Venture Firm or the maintenance agency decides to apply for and thereafter received permission from UPPCL or from any other body/commission/regulatory/licensing authority constituted by the government of U.P. for such purpose, to receive and distribute bulk supply of electrical energy in the said project, then the Flat Allottee undertakes to pay on demand to the Joint Venture Firm, proportionate share as determined by the Joint Venture Firm of all deposits and charges paid/payable by the Joint Venture Firm for or the maintenance agency to UPPCL/ Power Supply /licensing authority constituted by the Government of U.P., failing which the same shall be treated as unpaid portion of the total price payable by the Flat Allottee for the said flat and the conveyance of the said flat till full payment of such deposits and charges are received by the Joint Venture Firm for the maintenance agencies. Further, in case of bulk supply of electrical energy, the Flat Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Flat Allottee's rights to apply for individual direct electrical supply connection directly from UPPCL, or any other body responsible for supply of electrical energy. The Flat Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Joint Venture Firm from time to time. It was also clarified that electricity & maintenance charges will be deducted through prepaid meters and allottees has consented to it.

- 12.3. Payment for Replacement, Upgradation, Addition of /to Lifts, DG Sets, Electric Sub-stations Pumps, Fire Fighting Equipment and Other Capital Plants/equipments: That as and when any plant and machinery within the said project/said building, as the case may be including but not limited to lifts, DG Sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by the all the Flat Allottee in the said building said project on pro-rate basis (i.e. in proportion to the Super Area/built up area of the said flat to

the total Super Area of all the flats in the said building /said project, as the case may be). The Joint Venture Firm or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timings or cost thereof and the Flat Allottee agrees to abide by the same.

- 12.4. Right of Flat Allottee to Use Common Areas and Facilities Subject to the Payment of Total Maintenance Charges:- The Flat Allottee hereby agrees to purchase the said flat on the specific understanding that his/her right to the use of common areas and facilities within the said building /said project and right to exclusive use to covered/open parking space, if allotted, shall be subject to timely payment of total maintenance charges demanded by the Joint Venture Firm or maintenance agency/prepaid card and performance by the Flat Allottee of all his/her obligations under this allotment letter and the tripartite maintenance agreement . If the maintenance charges are not paid by the Flat Allottee regularly and on or before its due date, then the Flat Allottee agrees that he/she shall have no right to use such common areas and facilities and Builder is at liberty to cut facility.
- 12.5. Right to Enter the Said Flat for Repairs:- In addition to the Joint Venture Firm's and the maintenance agency's rights of unrestricted usage of all common areas and facilities and parking space for providing necessary maintenance services, the Flat Allottee agrees to permit the Joint Venture Firm or the maintenance agency to enter into the said flat or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said flat or the defects in the flat above or below of the said flat.
13. Use of Service Areas: - The service areas, if any, as may be located within the said building /said project, as the case may be shall be earmarked by the Joint Venture firm to our services including but not limited to electric sub-stations, transformers, DG sets, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Zoning Plans/Building Plans. The Joint Venture Firm may also, at its absolute discretion, earmark areas (excluding space for reserved car parking of Flat Allottee) for reserved/dedicated car parking for the staff of the maintenance Joint Venture Firm/its own staff or for individual Allottees. The Flat Allottee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Joint Venture Firm or the maintenance /agency and its employees for rendering maintenance services. The Flat Allottee shall keep the Joint Venture Firm indemnified and harmless against any breach/violation of the terms hereof.
14. Use of Terraces:- The Joint Venture Firm reserves the right to give on lease or hire or make further constructions on a part of the top roof/terraces above the top floor excluding exclusive terraces forming a part of some flats of any of the building in the said project for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement or any other purpose and the Flat Allottee agreed that he/she shall not object to the same and make any claims on this account. It was also clarified that portion of roof will be used for club purposes and for allottees.

15. General Compliance with Respect to the said Flat:- That the Flat Allottee shall, after the expiry of stipulated period be solely responsible to maintain the flat at his/her own cost, in a good repair and conditions and shall not do or suffer to be done anything in or to the said building, or the said flat or the staircases, lifts, common passages, corridors, circulation area's atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said flat and keep the said flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a-fit and proper condition and ensure that the support, shelter etc. of the building or pertaining to the building in which the said flat is located is not in any way damaged or jeopardized.

15.1. Signage / Colour Scheme:-

The Allottee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external facade of the Said Residential project or anywhere on the exterior or on common areas or on roads/paths of the Said Residential Project. The Allottee further under takes as follows:

- That Allottee shall not change the colour scheme of the exteriors of the doors / shutters.
- That Allottee shall not carry out any change in the exterior elevation of project.
- That Allottee shall not do any activity that may deface the facade of the building.
- That Allottee shall distribute the electrical load in the Flat/ Unit in compliance with the electrical system installed by the developer.
- That Allottee shall not do any welding activity.

The Allottee agrees and acknowledges that he shall be solely / jointly and severally responsible and liable for any loss or damage caused on account of the breach of the aforementioned conditions.

16. Joint Venture Firm's Charge on the said Flat:- The Flat Allottee agrees that the Joint Venture Firm shall have the first charge/lien on the said flat for the recovery of all its dues payable by the Flat Allottee under this allotment letter and such other payments as may be demanded by the Joint Venture Firm from time to time. Further the Flat Allottee agrees that in the event of his/her failure to pay such dues as afore-stated, the Joint Venture Firm will be entitled to enforce the charge/lien by selling the said flat to recover and receive the outstanding dues out of the sale-proceeds thereof.
17. Apartment ownership Laws:- The Flat Allottee has confirmed and assured the Joint Venture Firm prior to entering into the allotment letter that he/she has read and understood the relevant apartment ownership laws and its implications thereof in relation to the various provisions of this allotment letter and the Flat Allottee has further confirmed that he/she is in full understanding of the allotment letter along with the provisions of this allotment letter in relation to such laws and shall comply, as and when applicable and from time to time, with the provisions of such law or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

18. Fire Fighting:- The Fire Fighting equipment and Fire Prevention measures which are required within the flat and which become necessary on account of any interior decoration/partition or heat load created by flat allottee shall be installed by the Flat Allottee himself at his own cost and he will obtain necessary permission in this regard from the authority /authorities concerned. If any fire fighting equipment and the prevention measures are required to be installed subsequent to the initial sanction by any statutory authority/authorities or under any law or statute the cost thereof shall be additionally to the account of Flat Allottee.
19. Service:-That the Allottee shall get his complete address registered with the Owner / Developer at the time of booking and it shall be his responsibility to inform the Owner / Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Owner / Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Owner / Developer or its nominees and dispatched by Registered Post/ Courier to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
- 19.1. That it is hereby agreed, understood and declared that the Joint Venture Firm may take construction finance/demand loan for construction of the above said project from the banks/financial institutions after mortgaging the land/apartment of the said project. However, the registry in respect of apartment in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
20. That all charges of GDA known as development charges etc. and charges or other levies demanded imposed by various local authorities, or charges levied by the City Board, GDA or U.P. Jal Nigam, Municipal Corporation/ Authorities etc. shall be paid proportionately by each Flat Allottee in the proportion of the Super Area/built up area.
21. Parking:- That the parking will be available inside the project, as per the type opted by the allottee(s) in the Application Form. The Car/ vehicle shall be parked within the same parking space allotted to the allottee(s).Parking, as opted in application form will be given by the Joint Venture Firm.

The car parking space shall form an integral part of the said flat/unit and usage right of the same shall be given to the allottee for his exclusive use. The car parking space shall always remain attached to and be an integral part of the said flat /unit and the same shall not have any independent legal entity detached from the said flat/unit. The allottee shall not sell/transfer/deal with the car parking space as independent of the said/flat/unit and whenever the said flat/unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously. The allottee shall not modify, make any changes or cover the car parking space in any manner whatsoever at any point of time.

The covered parking space shall mean the parking space to be provided in the basement or stilt portion of the said building said project. The allottee shall park his vehicle in the said car parking space only and not anywhere else in the said builder/ tower/project/ project, the Joint Venture Firm will allot the reserved/demarcated car parking space to the allottee on "Draw of Lots" or any other mode basis after handing over the said project.

22. NRI:- Applicant, having NRI status or being foreign national shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/the Joint Venture Firm, the amount paid towards booking and further consideration will be returned by the Joint Venture Firm as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the Joint Venture Firm will not be liable in any manner on such account.
23. Miscellaneous:-
- (i) That in case the cost/ value of apartment booked/ allotted is Rs.50,00,000/-(Rupees Fifty Lac only) or more; in such a case each and every payment made or to be made by such applicant in whatever mode or manner and whether in lump sum or by way of instalments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such applicant and the total amount of TDS so deducted shall be deposited by such applicant to the credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ Joint Venture Firm/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Joint Venture Firm/ seller; TDS Certificate in Form- 16B. Therefore, it is mandatory for the applicant to has a valid Permanent Account Number (PAN). For further details applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention on the challan for payment of "TDS on purchasing of the property" and address of the Joint Venture Firm.
- (ii) That, if any provision of this Allotment Letter is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and

conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

24. Substitution/ Addition:- The substitution or addition shall be at the sole discretion of the Joint Venture Firm subject to admin charges as decided by the Joint Venture firm and permissible prevailing law and the Allottee shall obtain prior written permission from the Joint Venture Firm before doing any such transaction of such substitution. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Allottee shall jointly and/or severally keep the Joint Venture Firm fully indemnified and harmless in this regard. The Joint Venture Firm has explained and the Allottee has understood and agreed that all the provisions contained herein and the obligations arising here under in respect of the Said Flat/Unit shall equally be applicable to and enforceable against any and all future nominees/assignees of the Said Flat/Unit, as the said obligations go along with the Said Flat/Unit for all intents and purpose subject to the provisions mentioned here in above.
25. The Courts at Ghaziabad alone shall have jurisdiction in case of any dispute.
26. If any dispute or difference of any kind whatsoever shall arise between the “The Joint Venture Firm” and the flat allottee in connection with or arising out of this allotment letter which they are unable to settle amicable between themselves, hence such disputes or differences shall be decided by panel of three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be held in Delhi/Ghaziabad and English language shall be used in the arbitral proceedings. The Indian laws shall govern the proceedings. The parties agree that the decision of the majority of the arbitrators so appointed shall be final and binding upon the parties.

ACCEPTANCE

I/We have fully understood the terms and conditions, as mentioned hereinabove and also the terms and conditions of Allotment Letter & agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as will be comprehensively set out in the Allotment Letter. I/We opt for payment plan as per attached detachable sheet.

Signature of Applicant (s)

Address

Witness:

Signature _____

APPENDIX

The detailed interpretations and indicative terms detailed in this Allotment Letter are as follows:-

Applicant: - means persons (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 acknowledgement of heaving agreed to the terms & conditions of the booking application form.

Application (Booking Application):- A request for allotment of apartment made by the Person/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant prior to execute the allotment letter they will considered as Intending Allottee(s). The cheque should be made in favour of “Jai Krishan SVP –JV”

Allotment Letter:- Confirmation of booking of apartment by the JV Firm and an agreement over a standard prescribed format of JV Firm, duly executed between the JV Firm and Allottee (s).

Allottee (s):- Those who have executed the allotment letter over a standard format of JV Firm 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 the other will be considered as co-allottee(s). An allottee and the co-allottee(s) will have the equal share in the apartment.

“Preferential Location Charges” shall be the charges levied by the JV Firm for preferably located Flat in the project which are Road Facing, Corner Flats and Floor PLC etc.

“The Community” means the residential colony proposed to be developed by the JV Firm which is more particularly known as “DELHI HEIGHTS” at Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad

“Watch and Ward Charges” means In case of Allottee’s failure to take over the possession of the said Flat within stipulated period then the allottee shall liable to pay watch and ward charges to the builder for looking after the subject flat.

Apartment: - The dwelling Flat in the project which is identified by a number, that number is also identifying the Block of the Flat. “Said Apartment” shall mean the specific apartment applied for by the Applicant in the Said Project, details of which has been set out in the Application.

□ Apartment Act: - The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, as will be modified from time to time.

Area of Project:

- ☆ Area of land:- Total Area of land over which the project is proposed to be constructed.
- ☆ Super Area:- Means the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/apartments which form integral part of said apartment and common areas shall mean all such parts/areas in the entire said project which the allottee(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, munties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc. if provided.
- ☆ Polly line Area: - All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- ☆ Carpet Area: - The covered area of the usable rooms at any floor level.
- ☆ Common Area and Facilities:- Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and 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, Fan rooms, club spash pool, entrance and exit of the project, water supply, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting, Garbage platform systems etc.
- ☆ Independent Area:- Means the Areas which have been declared but not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.
- ☆ Limited Common Area and Facilities:- Means those areas and facilities which are designated in writing by the promoter before the allotment, other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartment.

All above definitions are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as ammended from time to time.

Consideration Price of Apartment:- The consideration amount for sale deed of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

Joint Venture Firm:- That is a partnership firm entered between M/s SVP Builder (India) Ltd. And M/s Jai Krishan Estates Developers Pvt. Ltd. and form a registered firm in the name of 'Jai Krishan SVP-Jv

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 measures, be prevented, or 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:

- ☆ Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- ☆ Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- ☆ War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- ☆ The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; 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 Project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for 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 annexed herewith.

Maintenance Charges:- Means the charges to be paid by the allottee(s)/owner for the Maintenance and upkeep of the Said Building as per the payment plan to the Joint Venture Firm or to the Maintenance Agency @ prescribed rates on the saleable area of the Said Apartment, payable on advance basis.

Project/Scheme: - “DELHI HEIGHTS”, Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad

RWA/Apartment owner’s Association:- Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed as per prevailing norms of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act. 2010 as amended from time to time..

“Taxes” shall mean any and all prevailing taxes payable by the Joint Venture Firm or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, works welfare cess/fund, service tax, cess, educational cess, G.S.T., metro cess, VATS and all kind of tax called by whatsoever name or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Building/Said Residential Project.

ENDORSEMENT / NOMINATION
(as per applicable law at that prevailing time)

Detail of Property:- Flat No. _____, Floor _____, Tower - _____, “DELHI HEIGHTS, Sector 14, T.H.A., Shiromani Shahkari Awas Samiti, Kaushambi, Ghaziabad

Transferor

Transferee

I/We hereby assign all the rights and liabilities under this allotment letter/ allotment in favour of _____

I/We hereby accept all the rights all liabilities under this allotment letter/ allotment in favour of _____

Confirm:
The above transfer has confirmed
Date:

Jai Krishan SVP – JV



Annexure-B

FORM “B”

Undertaking by the person acquiring apartment (Under Section 10(B) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Office of GDA

I/We,_____

S/D/W/O_____

R/O_____

Acquired apartment no. _____ in the property _____ by way of gift, exchange, purchase, or otherwise or taking lease of an apartment from Shri _____.

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid Shri_____ before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

In presence of

Signature

1)

2)



Annexure-C
UNDERTAKING

Office of Jai Krishan SVP- JV

I/We, _____

S/D/W/O _____

R/o _____

Acquired apartment no. _____ in the property
_____by way of gift, exchange, purchase, or otherwise or
taking lease of an apartment from Shri _____ before the date of
transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of
Construction, Ownership & Maintenance) Act, 2010.

In presence of

Signature

1)

2)

Annexure-D

Tentative Layout Plan/ Map

Jai Krishan SVP JV

28

Allotee/s

Jai Krishan SVP JV

29

Allotee/s

Consent Letter

To,
Jai Krishan –SVP JV
Dear Sir,
I /We have purchased Flat No. _____, Floor _____, Tower _____, in
DELHI HEIGHTS, at Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad.

I have no objection, if developer purchases additional FAR from Authority. I will have no issue,
complains or problem, if the Joint Venture Firm goes for any changes in plans, floors, increase in FAR
or increase in no. of tower, increase in ground coverage or increase in drawing as resubmission or
purchasable FAR plan or compounding plan.

Thanking you,

Allottee/s

Letter No:_____

Date:

To,

MR. _____ S/o _____

MRS. _____ W/o _____

M/s. _____ W/o _____

R/o _____.

Subject: - To provide the consent on proposed revised layout plan which is subject to the approval of
GHAZIABAD DEVELOPMENT AUTHORITY (GDA)

Dear Sir,

We wish to inform you that the proposed revised layout plan of our project "Delhi Heights" at
Kaushambi, Ghaziabad is ready with us at our offices.

We have displayed all the layouts at our site office as well as our corporate office, including all
layouts building plans/sanction/elevation etc & same are made available. In case any problem Joint
Venture Firm’s executive is there to assist you for explanation & make you understand about the
same. Your consent in writing is require for our official record, therefore you are requested to
provide the consent after due satisfaction.

In case, you feel that above said changes in the percentage of the undivided interest in the common
areas & facilities are going to affect adversely your rights and interest, we are ready to refund the
entire amount deposited by you against the booking of said apartment, the refund will be made
without any deduction with bank interest.

Thanking You,

For Jai Krishan – SVP JV

Authorized Signatory

To,
The Competent Authority, Jai Krishan – SVP JV

Ref: - _____

Subject: - Consent letter on proposed Revise Layout Plan of the Project DELHI HEIGHTS.

Mr. _____
S/o _____ and
Mrs _____ W/o _____ R/
o _____ M/s _____
_____ S/o _____

have booked an apartment no _____ Floor, Flat Size (Super Area) _____ Sq Ft, Tower _____ in your esteemed project “DELHI HEIGHTS”, at Sector 14, T.H.A., Shiromani Shahkari Awas, Samiti, Kaushambi, Ghaziabad.

I/we have given my/own consent on previous layout plans sanctioned by GHAZIABAD DEVELOPMENT AUTHORITY Dated _____, _____, respectively to your office on dated _____

Further it is informed to me/us about the proposed revised layout plan. The present proposed revised layout have been explained to me/us by your executive and same has also seen and understood by me/us, and I/we have no objection with the changes in percentage of undivided interest in the common areas & facilities,

I/we/am are fully agreed with the same.

Therefore, I/we hereby give my consent on proposed revised layout plan dated_____.

Thanking You,

(Applicant name & sign)

(Co-Applicant name & sign)

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