



## ALLOTMENT LETTER

Dated.....

Mr.  
And Mrs.  
R/o

**Subject: Allotment of Residential apartment in proposed in Group Housing Complex known as "JKG Palm Court Phase-..." at Plot no. GH/1-D, Sector-16c, Greater Noida West (U.P) and bearing RERA registration number UPRERAPRJ.....**

Dear Sir/Madam

This has reference to your application for the allotment of residential apartment in the proposed Group Housing Complex Known as "**JKG Palm Court**" to be constructed at Plot No. GH/1-D in township "**JKG Palm Court**" at **Plot No. GH/1-D, Sector-16-C, Greater Noida West (U.P)** (hereinafter referred to as said '**Complex**'). In response to your application we, M/s. **JKG Construction Pvt. Ltd.** a company registered under the Companies Act, 1956 having its Corporate Office at **D-64, Kaushambi (Near Kaushambi Metro Station), Ghaziabad (U.P) 201010** (hereinafter referred to as '**Builder**' which expression shall, unless it repugnant to context or meaning thereof deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereafter allot to you a residential **Apartment No.** \_\_\_\_\_ on \_\_\_\_\_ floor having Leasable Area/Saleable Area ..... sq. ft. approximately as per specification attached herewith, in the proposed Group Housing Complex JKG Palm Court for a cost of Rs..... (Rupees.....Only) as per Payment Plan mentioned hereinafter.

**BUILDER**

**ALLOTTEE(S)**

Whereas land for the aforesaid Township measuring 20914 sq. meters (hereinafter called as plot) has been purchased by the builder i.e. **M/S JKG Construction Pvt. Ltd.** from the Greater Noida Industrial Development Authority (GNIDA), a body corporate under the U.P Industrial Development Area Act. 1976 on lease hold basis under the Scheme code BRS: 02/2010 for the development of township at **Plot No. GH/1-D, Sector-16-C, Greater Noida West (U.P)** Vide Lease Deed, which was duly registered vide Document No. 22332 on 19/10/10. In the office of **Sub Registrar, Gautma Budh Nagar (U.P)**

And whereas the **Builder** has taken over the physical possession of aforesaid Plot from the '**GNIDA**' on 19/10/10.

And whereas as per Township Norms, the land will be used as per terms and conditions for allotment of residential township/lease deed i.e. commercial, institutional, residential etc. purpose and the whole township will be developed in phases.

And whereas the **Builder** offered to sell residential apartment of different sizes and dimensions in the proposed Group Housing Complex under the name and style of "**JKG Palm Court**" (hereinafter called as '**Complex**').

And Whereas the intending allottee(S) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid plot is/are fully satisfied about the titles & right of the **Builder** in respect of the aforesaid Complex. The **Builder** has right to develop and construct the apartments in the said Complex and also has right to allot different apartments in the said complex.

And whereas the intending allottee(s) has/have also agreed to abide by all the rules, regulation, terms and conditions, by laws of GNIDA as of t he Government orders/Notification/GNIDA Policies issued from the time to time.

And whereas saving and excepting the particular Apartment allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartment, open spaces, parking places, lobbies, staircases. Lift terraces, roofs, spaces for commercial/recreational facilities, club, parks, part hall, school, basement, swimming pool, with changing rooms, guest house, parking spaces (excepting what has been allotted by an agreement to intending allottee(s) or toilets, spaces for public amenities, shopping center or any other spaces not allotted to him/her them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to right of the intending allottee(s), as mentioned hereinafter and the Builder can lease out the vacant apartments as a whole or in part to one or more person(s)/ company(ies)/institution(s) whosever for short term or long term.

And whereas as per the layout plan it is envisaged that the apartment on all floors shall be sold as an independent Apartment with importable and undivided share in the land area underneath the plot. The intending allottee(s) shall not be permitted to construct anything on the terrace. However, the Builder shall have the right to explore the terrace in case of any change in the F.A.R. carry out construction of further apartment in the eventualities of such change in the F.A.R. However, if as result thereof, there is any change in the boundaries or areas of t he said apartment, the same shall be valid and binding on the allottee(s).

And whereas all the dimension, shown in the layout plan of apartments, maps or any other documents has been calculated on brick wall to brick wall basis (not from RCC column and beam).

**BUILDER**

**ALLOTTEE(S)**

And whereas the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GNIDA, any other local Authority or body having jurisdiction.

And whereas after fully satisfying himself/herself/themselves the allottee(s) has/have agreed to acquire from the Builder a residential Apartment no \_\_\_\_\_ on \_\_\_\_\_ Floor having carpet area of .....sq. ft. and super area .....Sq. ft. approximately in the aforesaid "Complex". Balconies

And whereas **Builder** has allotted the aforesaid apartment in the said Complex to the allottee(s).

And Whereas the lease consideration is for the total area of the said apartment as mentioned hereinabove, property known as "Leasable Area" comprises the covered areas, areas under walls, full area of galleries/Balconies and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, sewerage, etc. and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However it is admitted, acknowledge and so recorded between the parties that all other rights excepting what have been mentioned above including easement rights and carry out further construction in case of any change in the F.A.R. density, open spaces, lobbies, staircase, lifts, terries, roofs, spaces for commercial/recreational facilities, club, park, hall, school, swimming pool with changing rooms, guest house, parking, spaces, (excepting what has been allotted by an agreements to allottee (s) or toilets, spaces for public amenities, shopping centers or any other spaces will be sole ownership of the builder who will have the authorities to charge membership for such facilities and dispose of the other assets, whatever stated above.

And whereas the allottee(s) shall after possession comply with all mandatory requirement and compliances as the Ministry of Environmental & Forest (GOI) norms U.P. pollution control board/water Commission/any other rules and regulation laid down by states of U.P or any other competent authority.

NOW TEHREFORE THIS ALLOTMENT LETTER WITNESS AND IT IS MUTUALLY AGREED UNDERSTOOD AND DECLARED BY AND BETWEEN THE BUILDER AND ALLOTTEE(S) AS FOLLOWS:

**CASH DOWN PAYMENT PLAN**

1.

<b>Particular</b>	<b>Due Date</b>	<b>Amount(Rs.)</b>
At the time of booking (10% of cost)		
Within one month of booking (85%of cost)		
Final Installment on possession (5% of cost)	On possession	
<b>Total Rupees</b>		

Note: The amount due as per cash down payment plan is based on rate after discount. In case the intending allottee(s) fails to pay the 95% cost apartment as per schedule of the plan, the cash down payment plan will be covered into installment payment plan and basic cost of Apartment will be revised @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) payable as follows:

**BUILDER**

**ALLOTTEE(S)**

AND WHEREAS after fully satisfying himself/herself/themselves the allottee(s) have agreed to acquire from the Builder a residential **Apartment No.** \_\_\_\_\_ on \_\_\_\_ Floor having Leasable/saleable Area \_\_\_\_\_ sq. ft. approximately in the aforesaid '**Complex**'.

AND WHEREAS **Builder** has allotted the aforesaid apartment in the said Complex to the allottee(s).

An whereas the lease consideration is for the total area of the said apartment, as mentioned hereinabove, property known as "Leasable Area" comprise the covered areas, areas under walls, full area of galleries and other projection whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, sewerage, etc. and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However it is admitted, acknowledge and so recorded between the parties that all other rights excepting what have been mentioned above including easement rights and carry out further construction in case of any change in the F.A.R. density, open spaces, lobbies, staircase, lifts, terries, roofs, spaces for commercial/recreational facilities, club, park, hall, school, swimming pool with changing rooms, guest house, parking, spaces, (excepting what has been allotted by an agreements to allottee (s) or toilets, spaces for public amenities, shopping centers or any other spaces will be sole ownership of the builder who will the authorities to charge membership for such facilities and dispose of the other assets, whatever stated above.

And whereas the allottee(s) shall after possession comply with all mandatory requirement and compliances as the Ministry of Environmental & Forest (GOI) norms U.P. pollution control board/water Commission/any other rules and regulation laid down by states of U.P or any other competent authority.

**NOW TEHREFORE THIS ALLOTMENT LETTER WITNESS AND IT IS MUTUALLY AGREED UNDERSTOOD AND DECLARED BY AND BETWEEN THE BUILDER AND ALLOTTEE(S) AS FOLLOWS:**

#### **FLEXI PAYMENT PLAN**

<b>S. No.</b>	<b>Payment Stage</b>	<b>% Payable</b>	<b>Due Date</b>	<b>Amount(Rs.)</b>
1	At the time of booking	10% of Total cost		
2	Within 45 Days from the Date of Booking	30% of Total cost		
3	On Casting of Raft	10% of Total cost		
4	On Casting of 1 <sup>st</sup> Floor slab	10% of Total cost		
5	On Casting of 4 <sup>th</sup> Floor slab	10% of Total cost		
6	On Casting of 7 <sup>th</sup> Floor slab	10% of Total cost		
7	On Casting of 10 <sup>th</sup> Floor slab	10% of Total cost		
8	On Casting of Top Floor slab	05% of Total cost		
9	At the time of intimation of possession	05% of Total cost		
<b>Total Rupees</b>				

Note: The amount due as per Flexi Payment Plan is based on rate after discount. In case the intending allottee(s) fails to pay the cost of the apartment as per schedule of the plan, the Flexi Payment Plan will be covered into installment payment plan and basic cost of Apartment will be revised @ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) payable as follows:

**BUILDER**

**ALLOTTEE(S)**

## INSTALLMENT PAYMENT PLAN

S. No.	Payment Stage	% Payable	Due Date	Amount(Rs.)
1	At the time of booking	10% of Total cost		
2	Within 45 Days from the Date of Booking	10% of Total cost		
3	On Casting of Raft	10% of Total cost		
4	On Casting of 1 <sup>st</sup> Floor slab	10% of Total cost		
5	On Casting of 4 <sup>th</sup> Floor slab	10% of Total cost		
6	On Casting of 7 <sup>th</sup> Floor slab	10% of Total cost		
7	On Casting of 10 <sup>th</sup> Floor slab	10% of Total cost		
8	On Casting of 14 <sup>th</sup> Floor slab	10% of Total cost		
9	On Casting of Top Floor slab	10% of Total cost		
10	At the time of External Plaster	05% of Total cost		
11	At the time of intimation of possession	05% of Total cost		
<b>Total Rupees</b>				

2.

- (a) That the installment in respect of payment of apartment will be due at the intervals, as per aforesaid payment plan in case payment is not received within stipulated period specified in the payment plan or even in case of breach of any terms & conditions as allotment by the allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refund without any interest.
  - (b) That if for any reason the booking of the apartment is cancelled by the allottee(s) or the Builder for nonpayment of any installment or breach of any terms & condition of the applicable form or the allotment letter, then 10% of the basic price of apartment will be forfeited and balance amount if any, will refund without any interest within 120 days of completing the formalities/paper work.
  - (c) That Installment Call Notice/Demand Letter issued by the Builder to the effect that installment has become due, as stated above, shall be final and binding on the allottee(s). It is made clear that timely payment is the essence of this allotment.
  - (d) That in exceptional circumstances, the Builder may in its sole discretion condone the delay in payment by charging interest @12% p.a. in the event of the builder waiving the rights of forfeiture and accepting the payment on that account, no right whatsoever would accrue to any other defaulter allottee(s).
3. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotments. However, if the allottee(s) opts to pay in advance of schedule, a suitable, discount may be allowed but the completion schedule shall remain unaffected. In case the allottee(s) insists for early completion of the flat company shall try to do the same. In such case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in case not be binding on the company.
4. That the allottee(s) has/have seen and accepted the plans, designs, specification which are tentative, modification, in the layout plan/building plans, designs as the Builder may deem fit or as directed by any competent authority (ies) any alteration/modification resulting in  $\pm 3\%$ . In the Leasable area of the Apartment, there will be no extra change/claim by the Builder/intending allottee(s). However, any major alteration/modification resulting in more

**BUILDER**

**ALLOTTEE(S)**

than +3% change in Leasable Area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the intending allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her/them and the intending allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending allottee(s) without making/paying any deduction there from and interest thereon. The intending allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the application/allotment letter.

5. That the intending allottee(s) consents that the Builder can make any type of change in Layout/elevation/design/plot nos. alteration in open spaces, green area or parking spaces etc. as and when required or deemed fit by the Builder.
6. That the sizes given are tentative and can be modified due to technical and other reasons. e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustment arising out of super area variations.
7. That in case a particular unit is omitted due to change in the plan or the Company is unable to handover the same to be allottee/for any reason beyond its control, the Company shall offer alternative unit of the same type and in the event of non-acceptability by the allottee/s or non availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee/s till then with the prevailing rate of Bank Interest, however, Company will not be liable to pay any damages to the allottee/s whatsoever. In case any preferentiality located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee.
9. If for any reason, whether within or outside our control, whole or part of scheme is abandoned, no claim will be preferred except that your money will be refunded in full without interest.
10. The construction of the complex is likely to be completed as early as possible, subject however, to force majeure circumstances, regular and timely payment by the allottee(s) availability of building material etc. change of laws by Government/local authorities etc. No claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.

Note: any request for any change in construction of any type in the Apartment from the allottee(s) will not be entertained.

**BUILDER**

**ALLOTTEE(S)**

11. Since it is large project having number of buildings, the construction will be completed in phase. All the major common facility will be completed only after completion of construction of all the phases. As such the allottee(s) must take the possession of apartment as soon as it is made available for possession.
12. That a written intimation for completion of project will be sent to the allottee(s) and a "Fit-out-Period" of one quarter (three months) will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facility the allottee(s) to communicate exact date by he/she/they will be taking physical possession of the apartment after complying with necessary formalities viz, obtaining NOC from the Accounts Department of Company, registration of sub lease deed etc. the installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 20 to 25 days for an individual apartment and allottee(s) may get these final installation done in his/her/their own presence, if desired.
13. That if there is delay in handling over possession of apartment after expiry of "Fit-out-Period" due to any other reason(s), the Builder will pay the allottee(s) interest rate of 12% PA for delayed period only (commencing from the date of expiry of "Fit-out-Period") provided that all due installation from the concerned allottee(s) were received in time and he/she/they has/have complied with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of Sub lease deed etc.
14. That in case allottee(s) fails to take possession of apartment within "Fit-out-Period" he/she/they will be charged penalty @ Rs..... per day for delayed first month and Rs. 200/- per day for delayed second month from the date of expiry of "Fit-out-Period".
15. That in case allottee(s) fails to take possession of apartment even after delay of two months from the date of expiry of Fit-out-Period, the booking of apartment shall be treated as cancelled without any further notice and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% cost of apartment as per Company's terms and conditions.
16. That in case of transfer of allotment/ownership of unit, a transfer fee of Rs. 100/- per sq. ft. shall be payable by the allottee(s) to the Company. Transfer of the rights as allottee for the said apartment herein, will be at the discretion of the Company and will need its prior written approval from the company. Administrative charges as prescribed by the company from time to time will be paid by the allottee before the transfer. Any change in the name of allottee (including addition/deletion) as registered/recorded with the company, will be deemed as transfer for this purpose. The administrative charges for transfer of rights herein amongst family members (husband, wife and own children and real brother/sister) will be 50% of the normal administrative charges for every transfer.
17. That after taking possession of apartment the allottee(s) shall have no claim against the builder as regards quality of work, material, pending installation, area of apartment or any other ground whatsoever.

**BUILDER**

**ALLOTTEE(S)**

18. That all the taxes such as House Tax, Water Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
19. That the allottee(s) has/have agreed to pay External Electrification Charges to the Builder @ Rs. 40/- per sq. ft. at the time of offer for possession.
20. That the allottee(s) has/have agreed to pay Fire Fighting Charges to the Builder @ Rs. 40/- per sq. ft. at the time of offer for possession.
21. That the allottee(s) can also avail power back-up facility (minimum 1KVA) as per his/her/their requirements notified in the application from against payment @ Rs. 15,000/- per KVA towards power back up installation charges at the time of offer of possession. The per unit charges for the power back up (i.e. running cost of the DG set) shall, however, be decided by the Builder at the time of offer for possession.
22. That the allottee(s) will pay Lease Rent @ Rs. 80/- per sq. ft. super area to the Builder at the time of offer of possession.
23. That the allottee(s) will pay to the Builder Club Membership of Rs. 20,000/- at the time of offer of possession.
24. That the Builder shall get single point electric connection for the Complex from the Pashimanchal Vidyut Nigam Limited or any other concerned Authority and will be distribute through separate meters to the allottee(s) through prepaid system. The allottee(s) will get the electric connection for the capacity, as opted by him/her/them at the time of booking (minimum 5KVA) @ Rs. 5,000/- per KVA. All expenses towards installation of electric meter and other connected charges will be borne by the intending allottee(s).
25. That the car parking is available inside the complex and it shall be allotted to the allottee(s). as per type opted by him/her/them in the application from, at the time of possession against applicable charges. The cars will be parked within the same parking spaces allotted to the allottee(s). A separate agreement for allotment of the car parking will be executed between the Builder and the allottee(s) at the time of possession. One Car Parking subject to availability is mandatory. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.

The Builder also reserve its right to allot the un-allotted parking spaces, in future, after handing over maintaining of said complex to Residents Welfare Association (RWA) of owners/occupiers of the apartments. The RWA or the owners/allottee (s) /occupiers of the apartments shall not have any right over the un-allotted parking spaces.

26. **That the allottee(s) will pay non refundable interest Free Maintenance Security (IFMS) Deposit @ Rs. 20/- per sq. ft super area. to the Builder. Out of this Rs. 25/- per sq. ft. 75% i.e. Rs. 18.75 per sq. ft., will be kept/used/transferred to the maintenance agency/body of the Complex which will maintain the common services of the Group Housing Complex and balance 25% i.e. Rs. 6.25 per sq. ft. will be kept/used/ transferred to the city level maintenance agency body which will maintain the common services of the Township i.e. JKG Palm Court.**

**BUILDER**

**ALLOTTEE(S)**

27. That the allottee(s) has/have to pay monthly Maintenance Charges @ Rs. 1.25/- per sq. ft. to the maintenance services payable to Builder/Nominee of the Builder for facility management of the Township.
28. That the 75% of the interest Free Security Deposit given by the allottee(s) to the Builder or nominee of the Builder is refundable to the allottee(s)/Resident welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over the maintenance of the Project/Complex the charges over the following will be handed over to the RWA.
29. At the time of handing over of maintenance of the complex the following will also be handed over to the RWA/AOA.
  - (a) All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room.
  - (b) Single point distribution system with all liabilities.
  - (c) Security Gates with intercom, lift rooms at terrace without terrace right.

Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club parks, party hall, school, basement, swimming pool with changing room, guest house, parking spaces (excepting what has been allotted by an agreement to intending Allottee(s) or toilets, spaces for public amenities, shopping centers or any other spaces will remain the property of the Builder.

30. That the Maintenance Charges, power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
31. Further, if there is any Service Tax, Trade Tax and any additional levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc, as assessed and attributable to the Builder as a consequence of order from the Government/GNIDA /Statutory or other local authority(s), shall pay the same and the allottee(s) will be liable to pay his/her/their proportionate share.
32. That there would be no price escalation for the booked apartments.
33. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the allottee(s) after the apartment has been finally constructed at the site, after receipt of total sale consideration and other charges agreed hereinabove by the Builder The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed/registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the allottee(s). the allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamp and valuation of the apartment for the stamp duty in future, in case of demand of any lease rent for common area by the Authority/Local Bodies/State Government of U.P., the allottee(s) will be liable to make payment of such demand on pro-rate basis.
34. It is hereby further agreed, understood and declared by and between the parties that the Builder may take construction financed/demand loan for the construction of the above complex from the Banks/Financial Institutions after mortgaging the land/apartment in the

**BUILDER**

**ALLOTTEE(S)**

said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

35. (a) That the allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose other than residential use which may or likely to cause nuisance to allottee(s) of other apartments in this complex, to crowd the passages or to use it for any illegal or immoral purpose.
- (b) The allottee(s) consent that for repairing any damages in the toilets/bathrooms/ any other part of the other apartment/shop caused due to his/her/their negligence or willful act. The allottee(s) will be responsible for any damage to his/her/their negligence or willful act. The allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
36. That any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. will not be allowed to the apartment owner/association of the apartment owners.
37. That the allottee(s) consents that for repairing any damages in the toilets/ bathroom/any other portion of the other apartment caused due to his negligence or willful act. The allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her./their malfunctioning or willful act.
38. That the allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their apartment or any other apartment.
39. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt. of U.P. the proposed body Corporate Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach or any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The apartment shall be used for the purpose for which it is allotted.
40. That the builder covenants with the allottee(s) that he/she/they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for the maintenance of Building.
41. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the apartment and also the construction there on and this allotment shall not given to the allottee(s) any right or title or interest therein even through all payments have been received by the builder. The Builder shall have the first lien and charge on the apartment for all its dues that may/become due and payable by the intending allottee(s) to the Builder. It is further clarified that the builder is not constructing any apartment as the contractor of the allottee(s),

**BUILDER**

**ALLOTTEE(S)**

but on the other hand the Builder is constructing the Complex as its own and the sale will be affected after the actual construction/finishing of the apartment by the execution of sub lease deed.

42. That the allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said apartment, as the case may be or at any time thereafter, have no objection to the builder constructing with the construction of the remaining structure in complex or buildings adjoining the apartment sold to the allottee(s).
43. That the Credit Benefits arisen, if any, in the Township can be redeemed by the Builder.
44. That in case of NRI allottee(s) the 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).
45. That the allottee(s) shall get his/her/their complete address registered with the builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/courier about subsequent change, if any, in he/her/their address, falling which all demand letters/notices and letters posted at the first registered address will deemed to have been received by him/her/them at the time when those should primarily reach and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
46. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', the allottee(s) hereby confirms that he/she/they shall have no objection to this appointed and the decision of the arbitrator will be final; and binding on all parties. The arbitration and proceedings shall always be held in the city of Ghaziabad, U.P. India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.
47. You are required to make total payment of 10% (Ten percent), as booking amount, of the total sale value (which shall include taxes and other costs) against this Allotment letter within 30 days of the date of the Allotment Letter.
48. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sale within 30 (thirty) days from the date of this Allotment Letter, after payment of full booking amount, and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid period 30 (thirty) days AND pay the full booking amount, then the Promoter shall serve a notice to the Allottee(s) by e-mail/by hand/by post/by courier on the address given by the Primary Allottee for rectifying the default which if not rectified within 15 (fifteen) days from the date of its receipt by the Primary Allottee, this Allotment can be treated as cancelled at the discretion of Promoter and balance amount shall be returned after forfeiting 25 percent amount paid against this Allotment Letter or Rs. 50,000/-, whichever is higher, as administration charges.
49. The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website by the Promoter may show additional features, external views, internal views,

**BUILDER**

**ALLOTTEE(S)**

elevations, façade, colour schemes, additional fixtures, loose furniture etc. to provide you the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Alottee(s) and the committed layout and specifications shall only be as detailed separately in the Agreement for Sale and its annexures.

50.

Yours faithfully,  
**For JKG Construction Pvt. Ltd.**

I/We hereby accept the said allotment on the  
terms & conditions mentioned herein above

**Authorized Signatory**

**Signature(s) of the allottee(s)**

**BUILDER**

**ALLOTTEE(S)**

# **SPECIFICATION**

## **STRUCTURE**

Earthquake resistant R.C.C. framed structure certified by IIT.

## **FLOORING**

Vitrified tiles of size 2'x2' in Drawing Room, Bed Rooms & Kitchen and laminated wooden flooring in master Bed Room. Ceramic Tiles in Bathroom and Balconies.

## **WATER SUPPLY**

Underground and overhead water tanks pumps for 24 hour's uninterrupted water supply.

## **EXTERNAL FINISH**

Most modern & elegant permanent outer finish with high quality texture paint.

## **INTERNAL FINISH**

All internal walls plastered & painted in pleasing shades with oil bound distemper, POP and Cornices in drawing/dinning room and bedrooms.

## **ELECTRIAL**

ISI copper wiring in P.V.C concealed conduit. Provision for adequate light and power. As well as Telephone & TV outlets with protective M.C.B's. points for

## **TOILETS**

Provision for Hot & Cold water system. Glazed tiles in pleasing colours on walls up to door level. European W.C.'s wash basins & cisterns in white shade. C.P. fittings and mirror in all toilets.

## **KITCHEN**

Granite working platform with 2ft. high glazed ceramic tiles above it and 5ft. high glazed ceramic tiles on remaining walls from floor level with stainless steel sink, wood work below the working top. Individual RO unit for drinking water.

## **Door/Windows**

All external door and window framed in powder coated aluminum/UPVC. Decorative doors with hard wood at main entrance and Inner door frame of Marandi or equivalent wood. Internal door made of painted flush shutters. Good quality hardware fittings.

**BUILDER**

**ALLOTTEE(S)**