

WHERE LIFE  
BLOOMS

JM  
FLORRENCE  
*2/3 BHK Homes, Greater Noida (West)*

APPLICATION FORM

JM  
FLORANCE



*2/3 BHK Homes, Greater Noida (West)*

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## APPLICATION FORM FOR BOOKING OF RESIDENTIAL APARTMENT/ FLAT/ UNIT IN JM FLORENCE

To

M/s JM Housing Limited  
D-41, Sector-59, Noida, U.P.  
Pin Code: 201301

Application No.....

Dated.....

Sir,

I/We hereby apply to book a residential Apartment/Flat/Unit as described below in the Group Housing Scheme under the name and style of "JM FLORENCE" situated at DV-GH-09C of GH-09, Sector- Tech Zone-IV, Greater Noida (West), Gautam Budh Nagar, (UP) being developed and promoted by your company M/s JM Housing Limited (hereinafter called the Company).

I/ We have clearly understood that this application does not constitute an agreement to sell and the applicant(s) does/ do not become entitled to the provisional and/ or final allotment of a unit notwithstanding the fact that the company has issued a receipt in acknowledgement of the money tendered with this application being the non refundable earnest money deposit. I/ We have read and understood the Terms and Conditions as provided in this Application form and I/We agree to accept & sign the prescribed allotment letter as per the company's standard format and agrees to abide by the terms & conditions laid down therein.

The applicant(s) acknowledges that the company has provided all the informations and clarifications as sought by the applicant(s) and the applicant(s) is satisfied with the same. The applicant(s) has also relied on his/ her/ their own judgement and has conducted due inquiry before deciding to apply for allotment of the said apartment. This application is complete and self contained in all respects and any kind of oral or written representation or statement SHALL NOT be considered constituting a part of this application.

I/ We remit herewith a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on \_\_\_\_\_ as booking amount/ earnest money for the allotment of the Apartment/ Flat/ Unit. (Booking shall be confirmed subject to realization of Cheque/ DD).

In the event of M/s. JM Housing Limited (hereinafter called the "Company") confirming the booking of a unit(s), the applicant(s) agree to pay further instalment of sale price and all other allied charges/ dues as stipulated/ demanded by the Company and/ or as contained in the payment plan opted by me/ us and/ or as per the payment plan mentioned elsewhere in this application form and/ or as explained to me/ us by the company and understood by applicant(s) falling which the allotment shall stand cancelled and booking amount shall be forfeited by the Company.

1. The particular of the applicants are given below for Company's reference or record:

### FIRST APPLICANT

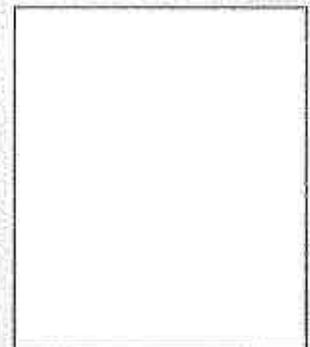
Mr./Mrs./Ms.....

S/W/D/of .....

Permanent Address.....

Correspondence Address.....

Telephone:..... Mobile..... Fax.....



Company

Signature of First Applicant

Signature of Co-Applicant

E-mail: ..... Date of Birth: ..... Marital Status: .....  
 Residential Status:  Resident  Non-Resident  Foreign National of Indian Origin  
 Nationality: ..... Income Tax Pan No. ....  
 Occupation/Profession: .....  
 Office Name: ..... Designation: .....  
 Office Address: .....  
 Telephone: ..... Mobile: ..... Fax: ..... E-mail: .....

**Nominee's details**

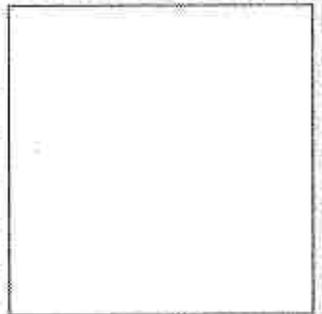
Name: .....  
 Relation: .....  
 Address: .....

**(in case nominee is a minor)**

Guardian's name: ..... Relationship: .....  
 Guardian's address: .....

**CO-APPLICANT**

Mr./Mrs./Ms. ....  
 S/W/D/of .....  
 Permanent Address: .....  
 Correspondence Address: .....



Telephone: ..... Mobile: ..... Fax: .....  
 E-mail: ..... Date of Birth: ..... Marital Status: .....  
 Residential Status:  Resident  Non-Resident  Foreign National of Indian Origin  
 Nationality: ..... Income Tax PAN No. ....  
 Occupation/Profession: .....  
 Office Name: ..... Designation: .....  
 Office Address: .....  
 Telephone: ..... Mobile: ..... Fax: ..... E-mail: .....

**Nominee's details**

Name: .....  
 Relation: .....  
 Address: .....

**(in case nominee is a minor)**

Guardian's name: ..... Relationship: .....  
 Guardian's address: .....

OR

Company

Signature of First Applicant

Signature of Co-Applicant



**FIRM/ SOCIETY/ TRUST/ HUF/ PROP/ OTHERS**

M/s. ...., a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, through its partner Mr./ Mrs./ Ms. .... authorized by a resolution dated ..... (copy of the resolution signed by all Partners required).

PAN/TIN ..... Registration No. ....  
**OR**

M/s. ...., a Company registered under the provisions of Companies Act, 1956, having its registered office at ..... through its duly authorized signatory ..... authorized vide a Board Resolution dated ..... (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN/ TIN ..... Registration No. ....  
**OR**

M/s ..... a Society registered under the provisions of Society Registration Act, 1960, through its President Mr/ Mrs/ Ms. .... (Copy of Resolution along with a certified copy of Memorandum of Association and bye-laws of the society required).

Registration No. ....  
**OR**

M/s ..... a Trust registered under the provisions of Indian Trust Act, 1882, through its Trustee Mr/ Mrs/ Ms. .... (Copy of Resolution along with a certified copy of Memorandum of Association and bye-laws of the Trust required).

Registration No. ....

**2. PARTICULARS OF FLAT/UNIT/APARTMENT**

Apartment No:	Block/Tower:	Floor:
Type of Apartment :	Super Built up Area	Sq.ft & Carpet Area
	Sq.ft (As per guidelines of RERA)	

**Payment Plan Opted:- Down Payment \_\_\_ Flexi Payment Plan \_\_\_  
 Construction Linked Plan \_\_\_ Other \_\_\_ (Please Tick)**

**4. Now it is in my knowledge that I/We am/are purchasing this flat having \_\_\_\_\_ Sq.ft Carpet Area and total cost of the flat comes out to Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only) This cost does not include electric connection charges & its allied charges to be paid to government Agency as per norms of government, Stamp Duty, Registration Fees, Water & Sewer Connection Charges and allied charges as applicable and shall be additionally payable before possession as and when demanded by the company. It is also mention that the Allottee has to pay additional charges for availing more than \_\_\_ KVA Power Back up and the regular electric load from electricity board.Note: 1 Sq.mtr. = 10.764 Sq.ft.**

\_\_\_\_\_  
 Company Signature of First Applicant Signature of Co-Applicant

**Documents Required**

- a) Three (3) passport size photograph of the each Applicant
  - b) Copy of PAN Card of each applicant.
  - c) Copy of Address proof of each applicant.
  - d) For Companies: Certified copy of Memorandum & Articles of Association and certified copy of Board Resolution
  - e) For Partnership firms: photocopy of Firm Registration and Partnership Deed and certified copy of resolution
  - f) For Society: Certified copy of Board Resolution and certified copy of Memorandum Articles of Association and bye laws
  - g) For Trust: Certified copy of Board Resolution and certified copy of Memorandum & Articles of Association and bye laws
  - h) For Foreign National of Indian Origin: Passport Photocopy/funds from NRE/FCNR A/c
  - i) For NRI: Copy of Passport & payment through NRE/NRO A/c
  - j) For Hindu Undivided Family (HUF): Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF.
- I/We declare and confirm that I/ We have applied for the booking of the above said apartment/ flat/ unit directly or through your authorized property agent/broker namely..... (to be filled by the Applicant(s) only).

**INTERPRETATION OF SOME OF THE INDICATIVE TERMS**

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

- a. **Applicant:** means person(s)/Firm/Company/Society/Trust applying for booking of the said apartment, whose particulars are set out in the Booking Application Form and who has appended his/ her signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee(s).
- b. **Application (Booking Application):** A request for booking of apartment made by the person(s)/ Firm/ Company on a standard format namely booking application form of company.
- c. **Allotment Letter:** Confirmation of booking of apartment by the Company and an agreement over a prescribed standard format of company which is duly executed by and between the company and Allottee(s).
- d. **Allottee(s):** Those who have accepted and signed the allotment letter over a standard format of company, thereafter, a particular apartment(s) has reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/ Sub-Lease Deed is executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Apartment unless otherwise specifically provided.
- e. **Apartment:** The dwelling unit/ Flat in the project which is identified by a number, that number is also identifying the floor and the block of that Unit/ Flat. "Said Apartment" shall mean the specific apartment applied for by the applicant in the Said Project, details of which has been set out in the Application.
- f. **Area:**
  - **Area of land:** Total Area of land over which the project is going to be constructed.
  - **Common Area and facilities:** Means all facilities to be used by all the Allottee(s), such as entrance lobbies, corridors, staircases, staircase shafts, mummies, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, Control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
  - **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/ promoter without the interference of other apartment owners for example unsold parking space etc.

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Company

\_\_\_\_\_  
Signature of First Applicant

\_\_\_\_\_  
Signature of Co-Applicant

- **Limited Common Area and Facilities:** Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.
- g. **Basic Cost of Apartment:** The consideration amount for sale of apartment inclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter.
- h. **Company:** That is M/s. J.M. Housing Limited, a company registered under the provisions of Companies Act, 1956, having its corporate office at D-41, Sector-59, Noida, U.P.-201301.
- i. **Complex:** The entire project having apartments of different types and dimensions in various Blocks also having spaces for convenient shopping, commercial and recreational facilities, club, party hall basement, swimming pool, parking spaces and spaces for public amenities etc.
- j. **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 etc.
  - Explosions or accidents, air crashes and shipwrecks, act of terrorism,
  - Strikes or lock outs, Industrial dispute.
  - 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 regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.
- k. **Layout and Plans:** the Architectural Drawing of Project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.
- l. **Payment Plans:** That 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.
- m. **Maintenance Charges:** Means the charges to be paid by the Allottee(s)/ owner for the maintenance and upkeep of the said Complex/ said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the *CARPET* area of the said Apartment.
- n. **Project:** Means J.M. FLORENCE situated at Plot No. DV-GH-09C of GH-09, Sector -Tech Zone-IV, Greater Noida West, Gautam Budh Nagar, U.P.
- o. **RWA:** Means the Resident Welfare Association of the Apartment owners which shall be duly formed after providing possessions of majority of flats in the said project. The Company/ Promoter shall get the association registered in case the same is not registered by the flat owners themselves and in such a case all the residents shall be required to become a member of the said RWA so formed and nominate among themselves, such persons to become President, Vice-president, general secretary and treasurer etc. as required under the law.
- p. **Taxes:** Shall mean present and future taxes and levies/notified by the authorities, Central/ State Governments and recoverable from apartments owners.
- q. **TDS:** shall mean Tax Deduction at Source.

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Company

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Signature of First Applicant

\_\_\_\_\_  
Signature of Co-Applicant

**INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF RESIDENTIAL APARTMENT IN "JM FLORENCE" AT PLOT NO. DV-GH-09C OF GH-09, SECTOR - TECH ZONE-IV, GREATER NOIDA, UP, OF GROUP HOUSING PLOT NO. GH - 09, TECHZONE - IV, GREATER NOIDA (WEST), GAUTAM BUDH NAGAR, U.P.**

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the applicant with the terms & conditions as comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out in this application.

That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural, masculine includes the feminine gender and the terms Cost and Price denote the same meaning.

1. The Applicant has applied for booking of a residential Apartment in the above scheme/ project being developed by M/s J.M. HOUSING LIMITED.
2. The Application is to be accompanied with a registration amount/earnest money payable which shall be 10% of the basic sale price plus applicable service tax of the Apartment as per payment plan by A/c payee cheque or draft favouring M/s J.M. HOUSING LIMITED, payable at Noida/ New Delhi. No outstation cheque/ draft shall be accepted. However, if the amount paid by the applicant is less than 10% of the basic sale price plus applicable service tax of Apartment then this Application shall not be accepted for the Allotment.
3. The final allotment is entirely at the sole discretion of the Company and the Company reserves the exclusive right to accept or reject an application without assigning any reasons thereof. Any request for any changes what so ever in the Apartment from the applicant shall be entertained at the sole discretion of the company only, once the same is allotted to him.
4. The layout plan of the entire Project as drawn by the company is tentative and is subject to change, if deemed necessary by the Company or as may be required by the regulatory authorities of Greater Noida Industrial Development Authority (GNIDA). The company may affect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the Apartment, floor, block, number of Units/ Apartments, location and increase/ decrease in the number of Car parking slots (whether open or covered) allotted to the Applicant(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company shall be final and binding on the Applicant.
5. That the intending Applicant(s) is aware of and has full knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/ GNIDA or any other local authority or body having jurisdiction. As per the prevailing Building bye-laws of the GNIDA the F.A.R. (Floor Area Ratio) of the said project is 2.75 of the plot area which is compensatory of fixed nos. of the dwelling units in proportionate to the population density, thereafter 0.75 F.A.R. is purchasable. Further 10% of the total F.A.R is compound able. An enhanced 5% of the total F.A.R is also available for an environment friendly green building project. Also, that in the eventuality of change in F.A.R., the company shall have a right to achieve the enhanced F.A.R. viz. by constructing more floors in the existing towers or by any other suitable option. Further, the Company 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 company and by signing this application and terms & conditions it shall be presumed that the applicant has given his all time consent for the all stated above.
6. If there is any increase/ decrease in the <sup>CARPET</sup> Area of the Apartment or an Apartment becomes preferentially located, revised price and/ or PLC shall be payable/ adjustable at the original rate at which the Apartment has been booked for allotment. Further, the company reserves the right to suitably amend the terms and conditions as specified herein. In case of any change in FAR, the company shall have the right to explore the terrace to achieve the enhanced FAR. The company can make any type of change in the lay out/ elevation/ design/ alteration in open spaces area or parking spaces etc. as and when required by the company and by signing this application, the applicant has given his/ her/ their all time consent for the all stated above.

Company

Signature of First Applicant

Signature of Co-Applicant

7. Areas in all categories of apartment may vary up to +/-3% but the cost of the Apartment will remain unchanged. Any change in areas in all categories of Apartment more than +/-3% shall be adjusted on pro-rata basis. It is also agreed that the Builder/ Company may make such changes, modifications, alternations and additions there as may be deemed necessary or may be required to be done by the builder/ company, the Government/ development authority or any other local authority without any specific consent of the Applicant.
8. The Applicant agrees that he shall pay the price of the residential Apartment and other charges on the basis of Super Built-UP Area of the Apartment, which comprises of the built up area/ covered area of the Apartment including area under periphery walls and columns, the area of balconies/ verandas, cupboards, windows projects etc., proportionate share of common areas within the building like Staircase, muntins, lift wells, lift room, machines room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub-station, pump rooms, underground/ overhead water tanks, covered and uncovered shafts etc.
9. All Taxes and statutory levies presently payable in relation to land comprised in "JM FLORENCE" have been included in the price of the Apartment except Service Tax which shall be always charged at the prevailing rates. However, in the event of any further increase and/ or any fresh tax, charges, Cess GST, trade tax, VAT, farmers compensation or any other kind of duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant(s) on pro-rata basis. Any charges on account of external electrification as demanded by Greater Noida Power Authority or any Competent authority shall also be additionally payable by the Applicant(s). Further, sewer line connection charges, water supply connection charges etc. (if any) shall also be borne by the Applicant.
10. The timely payment of the instalments as per the Payment plan shall be the essence of the Application as well as Allotment. It shall be incumbent on the Applicant(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Greater Noida Industrial Development Authority Lease Deed. In case, at any stage, the Applicant(s) seeks cancellation of allotment and/ or refund of the amount deposited by him, the company may on its discretion has the right to forfeit the booking/ registration amount or the Earnest Money, as the case may be. However, in case the Applicant(s) fails to pay any instalment(s) with interest within 30 days, from due date for such payment or two consecutive demands whichever is earlier, the company shall have their right to cancel the allotment and forfeit the entire amount of Earnest Money/ Registration Amount. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without any interest after adjustment of interest accrued on the delayed payments, if any, and/ or any other charges due from the Applicant(s). The delay in payment of Instalment shall entail interest @ 12% p.a. calculated from the due date of outstanding amount.
11. That in case the cost/ value of apartment booked by applicant is Rs 50,00,000/- ( Rupees Fifty lacs 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 the income Tax Act, 1961; by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31<sup>st</sup> May, 2013 applicable w.e.f. 1<sup>st</sup> 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/ Company/ seller in case the value of the property so purchased is Rs 50,00,000/- ( Rupees Fifty lacs only) 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/ Company/ seller; TDS Certificate in Form- 16B. Therefore, it is mandatory for the applicant to have a valid Permanent Account Number (PAN). For further details applicant may visit [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) Applicant is further requested to mention, on the challan for payment of "TDS on purchase of property", address of the registered office of our company i.e. D-334, Vivek Vihar, Delhi-110095.

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Company

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Signature of First Applicant

\_\_\_\_\_  
Signature of Co-Applicant

12. The Company shall endeavour to complete the construction of the Apartment within a period specified in the Allotment Letter to be entered into, subject to timely payment by the Applicant of instalments and other charges when due and payable or demanded by the Company. The company on obtaining completion certificate/ certificate of occupancy and use, from Greater Noida Industrial Development Authority shall hand over the Apartment to the Applicant subject to the Applicant having complied with all the terms and conditions of the Allotment Letter.
13. The Applicant/ Allottee agrees that until a Sub-lease deed is not executed and registered in the favour of the Applicant/ Allottee, the company shall continue to be the owner of the apartment and also the construction thereon and the allotment shall not give to the Applicant/Allottee any right or title or interest therein even though all the payments have been received by the company. It is further clarified that the company is not constructing any apartment for and on behalf of the Applicant/Allottee but on the other hand company is constructing the complex as its own and the sale shall be deemed to have take place only, after the actual completion/construction/ finishing/ handing over the apartment and the execution of the Sub Lease Deed. The Company shall always have the first lien and charge on the apartment for all its dues that may become due and payable by the Applicant/Allottee to the company.
14. That the Applicant and his family members can visit the premises during the course of construction but during such visit; the Company shall not be held liable for any loss/ cost/ damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of such visit during construction to the applicant or any family member accompanying him.
15. That the Applicant & Co-Applicant (if any) shall have an equal share in the Apartment and in case of death of any of them, the booking shall continue only after providing a Death Certificate of the deceased from the appropriate Government authority and a No Objection Certificate from the bank if the deceased has availed a loan. Similarly in a case of divorce or where a dispute arises between the Applicants, booking shall continue only after providing consent in writing by both of them along with obtaining a No Objection Certificate from the bank concerned from which loan is availed, if any. However, the company shall have the right to charge interest on the amount to be received from the applicant in case the same is delayed on account of the death/ any dispute as above mentioned. The applicant shall be given a maximum time limit of two months to complete the above said formalities thereafter which, the Company has the right to cancel the said booking/ allotment and the Applicant/ Allottee shall have no claim or right whatsoever except the right to claim for the refunds of amount deposited, and in case of such cancellation there will be a deduction of 15% of the basic cost of the Apartment. In order to receive the entire refund amount as a whole, consent of both Applicant/Allottee shall be necessary otherwise the amount shall be refunded in equal share between all the Applicant/Allottee.
16. As per law a minor is entitled to buy property in his own name and therefore, is eligible to apply for a unit in JM FLORENCE provided that such minor duly complies with the provisions of Transfer of Property Act 1882 pertaining to purchase of immoveable property by a minor which contemplates that the guardian of such minor shall execute any agreement on behalf of such minor with the Company,
17. The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the company like non-availability of building materials and/ or labour problems and/ or enemy action and/ or natural calamities and / or in case of delay in possession as a result of any notice, order, rule, notification of the Government/ public/ competent authorities, delay in issue of completion certificate/ occupancy certificate, water/ electric power supply connection or any other reason beyond the control of the Company including Vis Major i.e. any Act of God and in such an event the Company shall be entitled to reasonable extension of time without the Applicant being entitled to claim compensation of any nature whatsoever for the period of delay.
18. It is hereby agreed, understood and declared by and between the parties that the company may take construction finance/ demand loan for the construction of the above Complex from the Banks/ Financial Institutions after mortgaging the land and apartments of the said complex. However, the sub-lease deed in respect of the said apartment in favour of Applicant/Allottee shall be executed and registered free from all encumbrances at all the times after registration of the same.
19. That the project is comprising of many blocks, and as soon as the construction of a particular block(s) will be completed

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Company

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Signature of First Applicant

\_\_\_\_\_  
Signature of Co-Applicant

with all the basic amenities attached to that block(s), the company after applying for the completion certificate of particular block(s) to the concerned Authority will offer the possession of the Apartment in that block to the respective Applicant(s); and the construction of remaining blocks will be ongoing as it can take further time till its completion. The Applicant(s) agree that he shall take possession of his Apartment as and when it will be offered to the Applicant(s) and the Applicant shall not in any case refuse to take the possession on account of delay in issuance of completion certificate by the concerned authority or ongoing construction or any other reason whatsoever. The Applicant is hereby expressly made clear that the completion certificate in part may also be applied for particular block(s), after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore, the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial for taking the possession by the Applicant.

20. That in the case if construction is completed prior to the date given in the allotment letter; in such a scenario the Applicant shall not refuse to take the possession on any ground whatsoever, as the date given in the allotment letter is an assessment only and construction could be completed earlier to that.

**Note:** All the un-sold spaces and areas forming part of the common area shall continue to be the property of the Builder/ Company and all rights are exclusively reserved with the Builder/ Company for the said areas.

21. Car parking will be available on request on payment basis and it shall be allotted to the intending Applicant of Apartment on first come first serve basis. Scooter/Two Wheelers/ Cycle will be parked within the same parking space allotted to the Applicant. A separate agreement for the allotment of the car parking will be executed between Company or its nominees and the intending Applicant. One car parking space per Apartment is mandatory. The intending Applicant shall not have any ownership rights over the said allotted parking.
22. It will be obligatory on the part of the Applicant(s) to make the payment on or before the due dates. If any instalments as per the payment schedule is not paid within due date, the Company shall charge / 1% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 30 days or two consecutive demands, whichever is earlier, the allotment shall be cancelled at the sole discretion of the Company after serving notice on the applicant/ allottee, and the amount deposited by the Applicant(s), i.e., the earnest money being 10% of the basic sale price + applicable Service Tax shall stand forfeited, and after deduction of over dues, interest amounts received from housing finance companies/ banks against the said allotment and any other charges including late payment charges, the balance amount, if any shall be refundable without interest after 90 days of cancellation of the allotment to the Applicant(s). However, the company may, at its sole discretion, condone the delay in payment exceeding 30 days by charging interest @ 12% p.a. and restore the allotment in case the allotted Apartment has not been allotted to someone else. Alternative Apartment, if available may also be offered in lieu thereof.
23. That the possession of the said Apartment is likely to be delivered by the Company to the Applicant within 42 months from the date of signing and accepting the allotment letter by the applicant with a grace period of 6 months thereof subject to force majeure circumstances (including without limitation, non-availability of any building materials, strike of workforce, war or enemy action or natural calamities or any act of God, acts of terrorism, floods, earthquakes, political and civil commotion of such a nature and interruption by farmers or local residents of the area, in case of delay in delivery of possession as a result of any notice, order, rule, notification of Government, public or other competent authority or any enactment of law or due to market condition etc.), and in case of delay in delivery of possession due to any reason attributable to the above said, the Company shall be entitled to a reasonable extension of time. Further, the possession shall be given only on receipt of complete payment of the Basic Sale Price and other charges due and payment plan, as applicable. However, in case there is delay in handing over the possession of the unit to the applicant/ allottee, beyond the time period of 48 months from the date of allotment letter, then the Builder will pay the applicant/ allottee delayed possession charges @ Rs.5/- per Sq. Ft. per month in respect of saleable area of the said Apartment for delayed period only (commencing from the date of expiry of "said 48 months period") provided that all due installments from the concerned applicant/ allottee were received in time and he has complied with all the requisite formalities viz. obtaining

NOC from the account department of the company.

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Company

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Signature of First Applicant

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Signature of Co-Applicant

24. That although all the major construction of the apartments/units will be completed however the final touch i.e. installation of sanitary ware, kitchen sink, CP Fittings, hardware accessories, final touch of paint etc. \* will be done during the "Fitout Period" of Six Months. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s) may get these final installations done is his/her their own presence, if desired so.
25. Time is essence with respect to the Applicant's obligation to pay the sale price as provided in the payment schedule along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Allotment Letter.
26. It is clearly agreed and understood by the Applicant that the Company may enforce all the payments and seek specific performance of the Allotment letter in case applicant/ allottee defaults in complying with the payment schedule. The parties agree that the possession of the Apartment will be handed over to the Applicant only upon the payment of all outstanding dues, penalties etc. along with interest by the applicant to the satisfaction of the company.
27. Subject to the restriction and limitations in the Greater Noida Industrial Development Authority Lease/ Sub-Lease Deed, the intending Applicant may at its option can raise finances or apply for a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Applicant and in the event, the Applicant loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Applicant(s) and in the event of default in payment as per the Payment Plan the Applicant shall be liable for consequences including but not limited to cancellation of the allotment.
28. The Applicant(s) shall comply with legal requirements for purchase of immoveable property wherever applicable, after accepting and signing the Allotment Letter and sign all requisite deeds, applications, forms, affidavits, undertakings or any other document etc. as required from time to time for purchase of said residential Apartment.
29. On completion of Apartment and upon receipt of full consideration and other charges, if any, payable by the intending Applicant(s), a tripartite sub-lease deed shall be executed in favour of the intending Applicant(s) on the format as approved by the Greater Noida Industrial Development Authority. All expenses towards execution of the said sub-lease deed shall be borne by the Applicant(s).
30. In case the Applicant(s), desires for cancellation before the allotment, against whatsoever reasons he shall have to pay Rs. 51,000/- (Rupees Fifty One Thousand only) as File & Administration Charges. It is hereby further agreed that in case the Applicant(s) desires for cancellation after the allotment; then in such a case a 10% of the basic sale price (being the earnest money) + service tax as applicable, shall be forfeited and after deduction of over dues, interest amounts received from housing finance companies/ banks against the said allotment and any other charges including late payment charges, the balance amount, if any, be refunded without any interest after the resale of the Apartment.
31. In case the Applicant desires/ wishes to add or remove or make any changes in the name of his nominee(s) as specified by him; the same shall be done free of cost by the Company upon the Applicant's request in writing provided that such request shall only be made any time prior to the execution of Allotment letter between the applicant and the company and, such change shall be permissible among blood relatives only. Any request made for the above said changes after the execution of said Allotment Letter shall entail a fees of Rs 11,000/- ( Rupees Eleven thousand only) plus service Tax towards file and administrative charges and the same shall be paid along with the written request for any such above said change.
32. In case the Applicant desires transfer of allotment, such transfer of allotment shall be permitted only after one year of booking or 40% payment of the cost of Apartment whichever is later. It is further expressly made clear that the company

Company

Signature of First Applicant

Signature of Co-Applicant

shall charge 4% of the total sale value, as prevailing at the time of the desired transfer, as processing fee for administration and file charges from the applicant(s).

33. The Applicant shall also be required to pay the mandatory requisite charges as fixed by the Company including but not limited to connections for water, sewer and electricity for the allotted residential Apartment along with Fire Fighting Charges, Power Back-up Charges, Electric Meter, Sinking Fund, Administrative Charges and all other such charges as may be fixed by the Company to the extent not forming part of the Cost of the apartment as mentioned in point 4 (Cost of the Flat/ Unit/Apartment).
34. The Applicant shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartment) in the Complex as determined by the company or its nominated agency.
35. In case the project is abandoned for any reason beyond the control of the Company, the amount paid by the Applicant(s) will be refunded without any interest within one year of its being abandoned and applicant shall have no other claim of whatsoever nature.
36. That the Applicant has agreed to execute a separate Maintenance Agreement, Parking Allotment Agreement, Agreement for Supply of Electricity and Power Backup as and when required by the company either with the company or with any other maintenance agency as appointed by the company. The above said Maintenance Agreement shall be for a maximum tenure of Two (2) years which shall commence \_\_\_\_\_ from the date when first letter of offer of possession is issued by the company to an Allottee. Further, such maintenance charges shall be reckoned from the date from which tenure of Maintenance agreement commences even if for any reason whatsoever the possession has not been taken by the Applicant/ Allottee(s). However, maintenance can be handed over to the Association of Allottee(s) or "RWA" as defined in clause (o) of the Interpretation clause earlier in this application form before the expiry of two years in case written consent of majority flat owners is received by the company and in such case, the proportionate balance deposit shall be transferred to the Association of Allottee(s). The Allottee undertakes to become a member of the "Apartment owner association" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.
37. If any dispute or difference arises hereto as to the construction, interpretation, effect and implication of any provision of this Application form including the rights or liabilities or any claim or demand of any party against the other or in regard to any other matter under these presents which cannot be settled amicably, but excluding any matters, decisions or determination of which is expressly provided for in this Application form, such disputes or differences shall be referred to and decided in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there under and venue of Arbitration shall be at Noida. The Company reserves the right to appoint a sole arbitrator of its choice in the event of this arbitration clause being invoked by either party to adjudicate the disputes.
38. The allotment, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restriction and limitations contained in the Sub-Lease Deed as executed by Greater Noida Industrial Development Authority in favour of the Company and the intending Applicant having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
39. That in case, the intending Applicant makes any payment to any of the person/ company, except M/s JM HOUSING LIMITED against his booked Apartment, then the Applicant(s) shall be solely responsible & liable for the said payment.
40. The company hereby expressly states that it shall not be liable in any manner whatsoever, towards any commitment made by any broker (authorised or not) including but not limited to offering of any discount except those which are expressly stated and confirmed by the company in writing.

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Company

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Signature of First Applicant

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Signature of Co-Applicant

41. That the address above shall be taken as final unless any subsequent change has been intimated under Registered AD letter. All communication by way of letters or any other postal mode assent/ posted at the given address shall be deemed to have been duly served upon/ received by the Applicant. It shall be the duty of the Applicant to notify/ inform the Company of any change in the registered address. In case the Applicant fails to inform then any letter sent to the Applicant shall be deemed to be delivered. In case the joint Applicant than intimation will be send to the first Applicant and the same shall be deemed to be sent to the other Applicant as well. Further any communication vide e-mail shall be send at "info@jmhousing.in". Any communication made by any applicant/ allottee to any other email address except above mentioned shall never be considered as received by the company.
42. That in case of NRI Applicant, the observance of the provisions of the Foreign Exchange Management Act, 1999, and any other law as maybe prevailing shall be the responsibility of the Applicant. Further an NRI Applicant shall be required to disclose the details of his duly appointed attorney as authorized on his behalf to sign/ execute documents pertaining to the booking/ allotment etc.
43. This application is subject to a lock-in period of thirty (30) days from the date of signing of this application form and after thirty (30) days this application shall automatically be rejected, if allotment is not done with sole discretion of the Company and provisions of clause 22 shall apply.
44. That the Courts at Gautam Budh Nagar shall have the sole jurisdiction in all matters arising out of and/or concerning and/ or touching this application, including any matter arising out of the Arbitration Proceedings or any Award made therein.

The Applicant(s) has understood that the rights of ownership of land(s), facilities and amenities other than those as defined in clause "f" under heading "Area" shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s) facilities and/ or amenities.

That I/ We have clearly understood that submission of this signed Application Form and payment by me/ us of the Booking Amount shall not constitute a right to allotment of the aforesaid Apartment and nor shall it create or result in any obligations on the Company towards me/ us. I/ We understand that, the Company may at any time and at its sole discretion reject my/ our Application without assigning any reasons whatsoever therefor.

I/ We declare that I/ we; am/are competent to make and submit the present Application for booking of the aforesaid Apartment and there is no legal or contractual impediment or restriction on my/ our making this Application or the payment tendered hereunder.

The intending Applicant(s) has fully satisfied himself about the interest and title of the Company in the said plot of land.

I/ We have fully read and understood the above-mentioned terms and conditions and agreed to abide by the same. I/ We understood 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 comprehensively set out in the Allotment Letter which shall supersede the terms and conditions set out in this application.

I/ We further confirm and declare that the particulars provided by me/ us are true and correct to the best of my/ our belief. No part of it is false and nothing material has been concealed or withheld by me/ us there from. I/ We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

- Note:-** 1) Without with standing any thing mentioned above, it is to confirm that all changes i.e cost of flat, penalty for late payment of installment by customer, maintenance charges, penalty for delay in taking possession by customer as well as penalty to paid by the company against late delivery of flat shall be calculated on the basis of Carpet Area of the flat only.
- 2) Customers are requested to communicate vide e-mail at "[info@jm-housing.in](mailto:info@jm-housing.in)" till further orders.

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Company

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Signature of First Applicant

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Signature of Co-Applicant

Cost of Apartment Sheet:

S.No.	Description	Amount
1.	Basic Cost	
2.	PLC Cost(Park/Green/Corner)	
3.	One Covered Car Parking Cost	
4.	Additional Car Parking Quantity Covered Back to Back Cost	
5.	Power Back up KVA@	
6.	Club Membership Cost	
7.	Interest Free Maintenance Security(IFMS)@	
	Grand Total	

*FST* ~~as~~ as and when applicable at the prevailing rate as per payment schedule.  
Grand Total (in words) Rs. \_\_\_\_\_

ACCEPTED BY THE CUSTOMER(SIGNATURE OF  
APPLICANT/APPLICANT'S)



FOR OFFICE USE ONLY

RECEIVING OFFICER:

Name.....Signature.....Date.....

ACCEPTED/ REJECTED

Type of Apartment/ Flat/ Unit.....Apartment No.....Floor.....

Payments received vide Cheque/ DD/ Pay order No.....Dated.....For Rs.....

(Rupees.....)

Drawn on.....

Booking:  Direct  Through Authorized Agent  Commission Payable  No  Yes  Rs.....

Any Other Remarks:.....

Authorized Agent's Name & Code.....Stamp with Signature.....

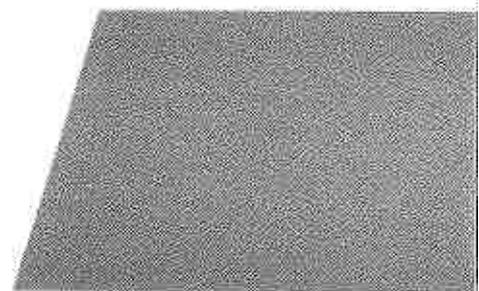
Address.....

CHECK LIST FOR RECEIVING OFFICER:

- (a)  Booking Amount Cheque/Drafts
- (b)  Customer's Signature on all pages of the application Form
- (c)  Photographs of the Applicant(s)
- (d)  PAN No. & copy of PAN Card/Undertaking Form No. 60
- (e)  Address proof: copy of passport/voter I-card /electricity bill
- (f)  For Companies: Memorandum & Articles of Association and certified copy of Board Resolution
- (g)  For Partnership firms: photocopy of Firm Registration and Partnership Deed and certified copy of resolution
- (h)  For Foreign Nationals of Indian Origin: Passport Photocopy/funds from NRE/FCNR A/c
- (i)  For NRI: Copy of Passport & payment through NRE/NROA/c
- (j)  For Hindu Undivided Family (HUF): Authority letter from all co-parceners of HUF authorizing the Karta to act on behalf of HUF
- (k)  For Society: certified copy of Board Resolution and certified copy of Memorandum & Articles of Association and bye laws
- (l)  For Trust: certified copy of Board Resolution and certified copy of Memorandum & Articles of Association and bye laws

Company

Sales Manager



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**Toll Free : 180030001700**