

COPY

ALLOTMENT LETTER

This Allotment Letter is made and signed on 12th day of December, 2017, between J.M. Housing Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at D-334, Vivek Vihar, Delhi-110095, and its corporate office at D-41, Sector-59, Noida (U.P.) -201301., hereinafter referred to as the Company (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its representatives, successors-in-interest and permitted assigns etc.) of the First Part.

AND

MRS. ANITA MALIK
W/o MR. SANJEEV MALIK
B-48,GROUND FLOOR, DEVLII ROAD,
JAWAHAR PARK, KHANPUR, SOUTH DELHI,
NEW DELHI, DELHI- 110062

(Hereinafter referred to as the "Allottee" which expression shall include his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

- A. WHEREAS this present Allotment Letter is with reference to your application dated **21/11/2017** for the booking of a residential Apartment/ Flat/ Unit in the Group Housing Residential Complex, known as **JM FLORENCE** to be constructed on Plot No. DV-GH-09C of GH-09, area admeasuring **33537 sq.mtr., Sector-Tech Zone-IV, Greater Noida(West),Gautam Budh Nagar U.P.**

Company

Allottee(s)

- B. WHEREAS **M/s. Amrapali Dream Valley Pvt. Ltd.** was allotted land from Greater Noida Industrial Development Authority (A Body corporate constituted under U.P. Industrial Area Development Act, 1976), on leasehold basis under scheme BRS-03/2010 for the allotment of various Apartments. The Company succeeded in the bidding process and subsequently was allotted Plot No.**DV-GH-09, Sector-Tech Zone-IV, Greater Noida(West),Gautam Budh Nagar U.P.** vide allotment letter No. PROP/BRS-03/2010/113, dated 30.08.2010.
- C. AND WHEREAS **M/s. Amrapali Dream Valley Pvt. Ltd.** has taken over physical possession of the said Plot on 25.02.2011, after executing the lease deed dated 25.02.2011, the same is registered with Sub-Registrar - Sadar, Gautam Budh Nagar, as document No.3267, in Book No.1, Volume No.8049 from pages 01 to 30, on 25.02.2011.
- D. AND WHEREAS thereafter **M/s. Amrapali Dream Valley Pvt. Ltd.** against the consideration, transferred and conveyed the absolute title and right in respect of Plot No. DV-GH-09C, Area Measuring 33537 sq.mtr., Sector-Tech Zone-IV, Greater Noida(West), Gautam Buddha Nagar U.P. in favour of J.M. Housing Ltd., vide Sub-Lease Deed dated 06.06.2013 which is duly registered with the office of Sub-Registrar, Sadar, Gautam Budh Nagar, as document no. 13661, in Book No. I, Volume No. 13407, page nos. 147 to 178, dated 06.06.2013
- E. AND WHEREAS thereafter the Company **J.M. Housing Ltd.** got the physical possession of the aforesaid Plot of land from **M/s. Amrapali Dream Valley Pvt. Ltd.** on 06.06.2013
- F. AND WHEREAS The Company is developing and constructing residential Apartments of various sizes and dimensions in the Group Housing Residential Complex known as “**JM FLORENCE**” on Plot No **DV-GH-09C, Sector-Tech Zone-IV, Greater Noida(West), Gautam Buddha Nagar U.P.** . (herein after referred to as said ‘Project’) after getting the building plan duly approved from the Greater Noida Industrial Development Authority (GNIDA), and as per the stipulations of said allotment letter and the Company is entitled to allot the said Apartment(s) on sub-leasehold basis to the intending Allottee(s). Herein the Allottee(s) has desired for Allotment of an Apartment in the said project namely as “**JM FLORENCE**” in which the Company offered for allotment. The location of the Apartment is delineated in the site plan.
- G. AND WHEREAS as per the Building Plan/ Layout Plan of said “**JM FLORENCE**” it is envisaged that the Apartments on all floors shall be allotted as an independent dwelling Unit/ Flat/ Apartment with impartable and undivided proportionate share of leasehold/sub-lease hold rights, in the land area underneath the block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummies and machinery rooms, guard rooms and other common facilities, if any, for the Apartment to be used and maintained jointly by all the Allottees in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottees shall not be permitted to carry out any construction on the terrace(s). However, the company in case of any change in the FAR have the right to explore the terrace/ terraces to carry out construction of further apartments in the eventuality of such change in the FAR without any objection whatsoever from the Allottee(s). And as such for all times the terrace rights shall exclusively belong to the company.
- H. All common area and all facilities to be used by all the apartment/unit, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, 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, guard towers, entrance and exit of the project , water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems , common toilets, rain water harvesting systems etc.
- I. AND WHEREAS the Allottee agrees to acquire from the company an Apartment bearing no. A-

Company

Allottee(s)

805 (2 BHK+KID'S ROOM+FOYER+2TOI (1197 SQFT)) in **JM FLORENCE** having super area measuring **1197.00 Sq. Ft.** & carpet area measuring **832 Sq.ft** as offered by the company for allotment to the Allottee.

- J. AND WHEREAS the Allottee hereby undertakes to abide by all laws, rules and regulations of Government, Greater Noida Industrial Development Authority and/ or any local authority from time to time or any other laws as are applicable to the said Apartment from time to time. That the Allottee hereby agrees that he shall comply with and carry out from time to time after he has been put in possession or deemed possession of the Apartments, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater Noida Industrial Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said Apartment and the land on which the said Building is situated at his own cost and keep the Company indemnified, secured and harmless against all costs. All requisitions, demands and repairs from the date of notice and in case of a consolidated demand are to be paid by all the Allottee in proportion to the super built up area of his respective Apartments. Any taxes, levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee to the Company and the same shall be payable on demand. In case of any lease rent for common area is demanded by the Government; the Allottee shall have to pay his part that shall be calculated on pro-rata basis.
- K. AND WHEREAS the requisite Allotment Letter is being accepted and signed now after incorporating the details embodied in the application form and terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This Allotment Letter further cancels all previous Allotments/ Agreements issued by the Company/ Builder except the terms and conditions as contained in the Application form for booking the allotted flat/ apartment/ unit which is duly agreed and signed by the Allottee. The Allottee shall quote the Apartment number in all future communication
- L. AND WHEREAS the Allottee has agreed that after possession it shall comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the allottee shall abide by all laws, rules and regulations of the GNIDA/Local Authority/State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Unit/Flat.
- M. AND WHEREAS all the dimensions are made on brick wall to brick wall basis and not through realm columns and beams basis therefore, the Allottee shall be allotted the Apartment accordingly.

Company

Allottee(s)

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-
PARTMENT DETAILS:**

Apartment No: A-805	Block/Tower : A	Floor : 8th Floor
Type of Apartment: 2 BHK+KID'S ROOM+FOYER+2TOI (1197 SQFT)	Super Built up Area: 1197.00 Sq.ft	Carpet Area 832 Sq.ft (As per guidelines of RERA)

Now it is in my knowledge that I/We/am/are purchasing this flat having **832** Sq.ft Carpet Area and total cost of the flat comes out to Rs. **36,21,675** (**Rupees Thirty Six Lac Twenty One Thousand Six Hundred Seventy Five Only**) (A)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 Power Back up and the regular electric load from electricity board.

Note: 1 Sq.mtr. = 10.764 Sq.ft.

**PAYMENT PLAN OPTED
(CONSTRUCTION LINKED PLAN)**

S.No.	Stage	Description	Installment Amount
1	On Application for Booking	10% of BSP	Rs.3,59,175
2	Within 30 Days of Booking	10% of BSP	Rs.3,59,175
3	On Start of Excavation	10% of BSP	Rs.3,59,175
4	On Completion of Foundation	10% of BSP	Rs.3,59,175
5	On Completion of Ground Floor Slab	8% of BSP	Rs.2,87,340
6	On Completion of 4th Floor Slab	8% of BSP	Rs.2,87,340
7	On Completion of 8th Floor Slab	8% of BSP+EEC	Rs.2,87,340
8	On Completion of 12th Floor Slab	8% of BSP	Rs.2,87,340
9	On Completion of 16th Floor Slab	5% of BSP+ Car Parking	Rs.1,79,588
10	On Completion of 19th Floor Slab	8% of BSP + 100% of PLCs	Rs.2,87,340
11	On Completion of Brick Work	5% of BSP	Rs.1,79,588
12	On Completion of Internal Plaster	5% of BSP+ Other Charges	Rs.1,79,588
13	At the Time of Offer of Fit Out	5% of BSP+ IFMS	Rs.2,09,511
		Total	Rs.36,21,675

GST shall be levied according to applicable law.

The schedule of installments as opted in the application form/mentioned in the allotment letter shall be final and binding over the Allottee.

I/We further undertake that I/We shall not park more than **1** cars parking in the designated place .

I/We also undertake that I/we shall not use more than **1KVA** power back up & more than **3KVA** for regular electrical load.

TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL APARTMENT IN “JM FLORENCE” AT PLOT NO. DV-GH-09C OF GROUP HOUSING PLOT NO. GH-09, SECTOR-TECH ZONE-IV, GREATER NOIDA(WEST),GAUTAM BUDH NAGAR U.P.

That for all intents and purposes and for the purpose of the terms and conditions set out in this allotment,

Company

Allottee(s)

singular includes plural, masculine includes the feminine gender and the terms Cost and Price denote the same meaning.

All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Allotment Letter.

Applicant :- means persons, applying for allotment of the said apartment/unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed of the terms & conditions of the booking application form.

Application(Booking Application): A request for allotment of apartment/unit made by the person (s)/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 be considered as intending Allottee(s).

Allotment Letter:- Confirmation of booking of Apartment/unit by the company ,a format containing the terms and conditions of allotment, duly executed between the Company and intending Allottee(s).

Allottee(s): Those who have executed the allotment letter thereafter a particular Apartment/unit has been reserved for that particular Allottee(s) and those who 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 and Allottee and the the co-allottee (s) will have the equal share in the Apartment/unit.

Apartment Act: The Uttar Pradesh Apartment (Promotions of Construction, Ownership and Maintenance)Act,2010.

Area of Land: Total Area of land over which the projects going to be constructed.

Carpet Area:- means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah and exclusive open terrace area , but includes the area covered by the internal partition walls of the apartment.

Independent Area: Means the Areas which have been declared but not included as common area for joint use of Apartment /unit and may be sold by the company/promoter without the interference of other apartment/unit owners.

Limited Common Area and Facilities: Means those area and facilities which are designated in writing by the company before the allotment, sublease or other transfer of any Apartment/unit as reserved for use of certain Apartments/units to the exclusion of the other apartment/unit.

Total Area: The area after loading of the other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Apartment/ Unit.

Cost of Apartment/ Unit: Cost of Apartment/Unit is the total Consideration amount of a particular Apartment/Unit duly agreed between the Company and the buyer nothing has been calculated or charged separately for location, Lease rent, Parking, Electricity Connection, power back-up connection or any other item: I.F.M.S. , Annual Maintenance Charges, Water & Sewer Connection Charges and the applicable taxes are not the part of consideration/cost of the Apartment/Unit.

Fitout Period: After completing the construction the final touch i.e. installation of sanitary ware, kitchen sink, Cp fittings, Hardware Accessories, final coat of paint (*items as per specifications of the

Company

Allottee(s)

Apartment/Unit) will be given to the Apartment/Unit. The duration of said fit-out is six months from the date of offer for fitout where in the buyers may get these final installation done in their own presence.

Note:- The *items in the residential unit shall be as per the specifications attached with the allotment letter.

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:
- b. Acts of God i.e fire , drought, flood, earthquake, epidemics, natural disasters.
- c. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- d. Strikes or lock outs, industrial dispute.
- e. Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- f. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- g. 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 Application; or
- h. 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 as 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 Apartment/Unit.

Payment Plans:- These are the mode of payment towards the captioned booking of Apartments/units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges: Means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, park and other facilities in the project to the Maintenance Agency @ prescribed rates on the total area of the said apartment/unit, applicable on monthly basis and payable in advance for two year.

A.A.O: Means as Association of the Apartment Owners which shall be duly formed as per the Uttar Pradesh Apartment(Promotion of Construction, Ownership and Maintenance),Act,2010. On as per provisions of RERA.

Taxes: Shall mean any and all prevailing taxes payable by the Company or the taxes going to be

Company

Allottee(s)

attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the said apartment/unit or said project.

1. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned herein, in this Allotment or its annexure (s), the Company hereby agrees to allot the above said Apartment in the said Group Housing Complex, namely "JM FLORENCE". (The super area is tentative and is subject to change till the grant of Occupancy Certificate from the Greater Noida Industrial Development Authority or other Competent Authority.)
2. That "Super Area", which comprises the carpet areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under stair cases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummies and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Apartment. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., and rights to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking(s) (except what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities shall be solely owned by the Company having the authority to charge membership fees from the Allottee(s) for such facilities and dispose-off these assets as stated above in the manner deemed fit by the Company.
3. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid group housing project and is fully satisfied about the title, rights and interest of the company in respect of the aforesaid project. The Allottee further agrees that he/ she has seen the drawings of cluster plan/ floor plan of the flat as annexed with this Allotment letter and has also verified the area of the flat allotted to him (as per the details mentioned in the application form) and is satisfied with the same. The sample Unit/Flat constructed at the site (if any) is not in accordance to the structural drawings of the building 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 other items of said show Flat/Unit 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 allotment letter.
Note: The request for any change in construction/specification of any type in the Unit/Flat will not be entertained.
4. That the Company shall have an unfettered and exclusive right over:
 - i. The land on which the said building is located and all easements, rights and appurtenances belonging to the said land and the said building;
 - ii. The foundations, columns, girders, beams, supports, main walls, roof, halls, common corridors, passages, lobbies, stairs, stair-way, refuge areas and entrances and exits of the said building;
 - iii. Installations of common services such as power, light and sewerage;
 - iv. The elevators, tanks, pumps, motors, expressers, pipes, firefighting equipments and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
 - v. Circulation area, service areas including but not limited, to machine room, motor room overhead water tanks, maintenance offices/stores, roads etc., architectural features, if provided and security/fire control rooms;

Company

Allottee(s)

- vi. All other parts of the said building necessary or convenient to its existence, maintenance and safety or normally in common use;
 - vii. All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain Apartment to the exclusion of other apartments.
5. That the amenities like Road, Electricity , sewer and water supply will be provided and determined by Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of the project i.e. internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Company.
 6. That except for the said Apartment allotted herein along with all common easement rights attached therewith, including Common Areas and Facilities of the said building, all adjoining areas including the un-allotted terrace/ roof, unreserved Open/ Covered/ Stilted Car Parking Spaces and facilities therein, storage areas etc., the entire un-allotted/ unsold areas of the Project, shall remain the exclusive property of the Company and the same shall always deemed to be in its possession and the company shall at all times have an uninterrupted right to sub-lease or use the unallotted areas at its own will. The Allottee agrees to pay the proportionate amount due on him for the maintenance of common areas and facilities.
 7. That the Allottee shall get exclusive possession of the built-up area of his Apartment and the title will be transferred of said area along with undivided proportionate share, in the land area underneath his block. The Allottee shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, plots, public amenities, shopping centers and other facilities and amenities except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area or any approaching road. Also the land for other common facilities shall remain the property of Company.
 8. That the total amount payable by the Allottee including Basic Sale Price and other charges has been summarized/ mentioned earlier in this Allotment Letter and the Allottee has agreed to pay the balance amount on account of Basic Sale Price in accordance with this Allotment Letter. Similarly the Allottee has also agreed to pay the balance amount on account of other charges in accordance with said Allotment Letter.

That timely payment of installments as indicated in the schedule of payment is the Essence of this Allotment. It shall be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installment(s) as per the payment schedule is not paid by the due date, the Company shall charge 12 % interest per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 30 (Thirty) days or 2 (Two) consecutive demands whichever is earlier, the Allotment shall automatically be cancelled at the sole discretion of the Company after serving notice on the allottee. In such a case, the amount deposited up to 10 % of the basic sale price of the Apartment (being the earnest money deposited) + services tax as applicable 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. However, in exceptional and genuine circumstances; the Company may, at its sole discretion, condone the delay in payment exceeding 30 days by charging a minimum interest @ of 12% per annum of the amount outstanding, and restore the allotment in case the allotted Apartment has not been allotted to someone else but shall not be bound to do so. Alternative Apartment, if available may also be offered in lieu thereof.

9. That the Company/promoter may restore the cancelled apartment/unit in its sole discretion after receiving 10% of the cost of the Apartment/Unit as restoration charges.

Company

Allottee(s)

Note: Timely payment being the main essence of the booking , any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reasons shall be the sole responsibility of the applicant(s).It shall be always clear that if availed loan for the apartment/unit the dues of the Banks/Financial institutions shall be refunded directly in all the cancellation/refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

10. That in case the cost/ value of apartment booked/ allotted 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 allottee in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such allottee and the total amount of TDS so deducted shall be deposited by such allottee 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/ Company/ 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/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the allottee to have a valid Permanent Account Number (PAN). For further details applicant may visit "www.incometaxindia.gov.in". Allottee 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.
11. That in case, the Allottee (applicant), at any time, desires for cancellation/ surrender of registration cum booking/ provisional allotment, it may be agreed to, subject to sole discretion of the Company. In such as case 10% of the Basic Sale price of the Apartment (being the earnest money deposited) + services tax as applicable 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.
12. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the unit allotted, the company shall only facilitate the process subject to the following:
 - a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.
 - b. The responsibility of getting the loan sanctioned and disbursed, as per the company's payment schedule will rest exclusively on the Allottee. All the necessary documentation required from company for processing of loan application will be provided. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule, shall be ensured by the Allottee failing which; the Allottee shall be governed by the provision contained in clauses 8 and 9.
13. That the Allottee agrees that until a Sub-Lease Deed is not executed and registered, the company shall continue to be the owner of the Apartment and also the construction thereon and this allotment shall not give to the 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 Allottee but on the other hand Company is constructing the complex as its own and the sale shall be deemed to have taken place only, after the actual completion of construction/ finishing/ handing over of the Apartment and the execution of the Sub-Lease Deed. The Company shall always have the first lien and charge on the

Company

Allottee(s)

Apartment for all its dues that may become due and payable by the Allottee to the Company.

14. That 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/ apartments of the said complex, however the Sub- Lease Deed in respect of the said Apartment in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to Apartment qua Builder.
15. Further, if there are any additional levies, taxes, GST, sales tax, VAT, trade tax, rates, charges, cess and fees etc. as assessed and attributable to the Company as a consequence of government, Greater Noida Industrial Development Authority, municipal corporation or any other local or statutory authority(s)'s order, the Allottee shall be liable to pay his proportionate share of such additional levies and taxes. Where there is apprehension in relation to Mr. K. Raheja (Development Company) V/s State of Karnataka Case decided by the Hon'ble Supreme Court of India and any other order passed in future by the Govt./ Statutory or any other local authority(s)/ court/ any quasi judicial body, then the Company can be treated as a contractor of the Allottee and be liable to collect trade tax and GST from the Allottee and deposit the same with the appropriate authorities. Till date there is no clarification in this case. In future, if the appropriate authorities impose any GST/sales tax due to this transaction then the Allottee hereby agrees for payment of the same and at all times indemnify and keep harmless to the Company.
16. That the possession of the said Apartment is likely to be delivered by the Company to the Allottee within _____ months from the date of this allotment letter 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.). In case of delay beyond the grace period subject to above force majeure circumstances company will pay the penalty Rs 5/- Per Sq.ft per month on the carpet area only .The company shall not pay the above penalty against the subvention bookings where the company is paying the pre-emi(Interest Component) on the customer behalf directly to bank/financial institution.
17. Since it is a large project having number of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee must take the possession of Apartment as soon as it is made available for possession.
18. That the Allottee agrees and undertakes to take Tower wise possession of the said Apartment within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered.
19. 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.
20. That a written intimation for offer of fit-out for flat will be sent to the Allottee and he/ she shall

Company

Allottee(s)

be given a time period of 30 days starting from the date of offer of Fit-Out to clear the balance amount towards total sale price of the flat(s) along with other pending dues.

21. That written intimation for getting possession of the flat and for executing sub lease deed will be given to the Allottee in due course of time. The Allottee has to take the possession on that time and get the same registered in the favor of allottee as per conditions of the letter of offer of possession.
22. That it is thoroughly clear to the applicant(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining No Dues from the company. Pendency of completion certificate shall not be the reason to hold the dues.
23. That the final touch to the Unit/Flat shall be given within the above said fit out period only. The allottee has to take the possession after completing the job of final touch on the date which was confirmed to the allottee. In case the allottee delays in taking over the possession after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. Further, the allottee shall be liable to pay holding charges @ Rupees 5/-per sq. ft. of carpet area per month for the period of delay in taking over the possession which shall be calculated from the date which would be confirmed to the allottee in letter of offer of possession. The monthly maintenance charges shall be payable by the allottee once the possession is offered to the allottee. The Company will not share the maintenance charges of unsold flats, under any circumstances. The Maintenance charges of such flat would be given to RWA from the date of its formation, only after the flat is sold out and dues are cleared by the purchaser of these flats.
24. It is acknowledged and understood by the Allottee that physical possession of the Apartment shall be handed over on execution of a tripartite Sub-Lease Deed between Greater Noida Industrial Development Authority, Company and the Allottee as per the stipulations of Sub-Lease Deed and after the receipt of all the dues, documentation and on fulfillment of conditions as stipulated in this Allotment Letter and after transfer of title as permissible in law/ occupancy certificate from the statutory and other authorities. Further, the possession period agreed upon is only indicative and the company may offer possession before that date and in such a case; the Allottee hereby agrees to execute and register the sub lease deed in its favour on or before within 30 days of the written offer of possession from the company in accordance with the terms of this allotment letter failing which the unit shall lay at the risk and cost of the Allottee. Further the Allottee shall be liable to pay holding charges @ Rs.5 per sq. ft. of carpet area per month, in addition to his proportionate share of all the other charges, to the company for the period of delay as mentioned in clause 22 & 23 above. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per terms and conditions of the company shall be entitled and entertained. Further in case of bank loan the due amount will refund to the bank and balance amount will be refunded to the Allottee.
25. That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of company. The date of applying the completion certificate shall be presumed as the date of completion, the company 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 up to the date of applying for the completion certificate only. It is hereby cleared that the completion certificate in part could also be obtained depositing the requisite fee and obtaining the NOC's from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the authority, it shall be deemed as issued provided in law/by laws; therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
26. That this Allotment or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by

Company

Allottee(s)

the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Greater Noida Industrial Development Authority or any other government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.

Subject to above, in case the Allottee 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 shall charge 4% of the total sale value (including Basic sale price & other charges as payable under this allotment), as prevailing at the time of the desired transfer, as processing fee for administration and file charges from the allottee (s).

27. That in case the Allottee desires/ wishes to add or remove or make any changes in the name of his nominee(s) as specified by him; the same shall entail a fees of Rs.11,000/- (Rupees Eleven Thousand only) + GST towards file and administrative charges and the same shall be paid along with the written request for any such above said change. However, such change shall be permissible among blood relatives only. In Case the customer wants to transfer his/her loan from one bank to another bank before executing the sub lease deed in that case the applicable fees will be payable as per the management decision.
28. That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s)/allottee(s) or bank/financial institution, the developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 11000/ + GST as applicable, as administrative charges and shall be payable by the allottee(s).
29. The registration charges including all cost of stamp papers, documentation fees, official fees, advocate fee and other informal charges shall be borne by the Allottee.
30. That the Allottee is aware and has acknowledged that the plans, designs, and specifications of the project are tentative. Builder may affect modifications in layout plan/ building plans/ designs as the builder may deem fit or as directed by any competent authority (ies). For any alterations/ modifications resulting in +/-3% change in the carpet area of the Apartment, there will be no extra charge/ claim by the builder. No request for any concession shall be entertained for those flats wherever the area is increased marginally above 3%. However, any major alterations/ modifications resulting in more than +/-3% change in the carpet area of the Apartment any time prior to and upto the possession of the Apartment, the Builder shall intimate to the intending Allottee, in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him and the intending Allottee agrees to inform the Builder in writing his consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee shall be deemed to have raised objection to the said alteration/ modification, and in such a case; the Allotment shall be deemed to be cancelled and amount paid by the allottee till date shall be refunded without interest. In case of decrease in the Apartment area by more than +/-3% as a result of alteration/ modification the Builder shall refund the excess amount charged from the Allottee without interest.
31. That the intending Allottee(s) is aware of and has full knowledge that the building plans are tentative and agree 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 "JM FLORENCE" presently is 2.75 of the residential plot area which comprises of fixed nos. of the dwelling units in proportionate to the population density i.e. 1650 PPH, thereafter 0.75 F.A.R. is purchasable. Further, 10% of the total F.A.R is compoundable; accordingly the numbers of the

Company

Allottee(s)

dwelling/Flats and population density may be increased. 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. including the right to explore the terrace to achieve the enhanced FAR 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 allotment and terms & conditions it shall be presumed that the allottee has given his all time consent for the all stated above.

32. That if for any reason, the Company is not in position to allot the Apartment applied for by the intending Allottee the Company may offer an alternate Apartment to the intending Allottee and in case the same is not acceptable to the intending Allottee, the Company will refund the amount deposited by the Intending Allottee to him without any interest or compensation on account of the same within 60 days of refund request and the intending Allottee agrees that he shall not raise any objection to the same.
33. That the project is comprising of many blocks, and as soon as the construction of a particular block(s) will be completed 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 Allottee(s); and the construction of remaining blocks will be ongoing as it can take further time till its completion. The Allottee (s) agree that he shall take possession of his Apartment as and when it will be offered to the Allottee (s) and the Allottee 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 Allottee 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 of denial for taking the possession by the Allottee.
34. That the Allottee shall get exclusive possession of the built-up area of his Apartment and will be transferred the title of said area along with impartable and undivided proportionate share, in the land area underneath his block. The Allottee shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, tot-lots, public amenities, shopping centers and other facilities and amenities except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road.
35. That the Allottee agrees that after taking possession of the said Apartment, it shall pay all charges towards insurance on equal/ proportionate basis.
36. That the Allottee after taking possession of the said Apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said Apartment, which may be said not to have been carried out or completed or for non compliance of any designs, specification, building material or any other reason whatsoever.
37. That even after execution of sub-lease deed and possession of the particular apartment allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Apartment, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/ recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee) or tot-lots, space for public amenities, shopping centres or any other space not allotted to him, 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, as mentioned hereinafter and the

Company

Allottee(s)

Builder can lease out the vacant Apartment or the complete block of the Apartment as a whole or in part to one or more person(s)/ company(s)/ institution(s) whatsoever for short term or long term.

38. That the Allottee and his family members can visit the premises during the course of construction but during this 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 Allottee or any family member accompanying him.
39. That the Allottee & Co- Allottee (if any) shall have an equal share in the Apartment and in case of death of any of them, the allotment 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 Allottees, 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 allottee in case the same is delayed on account of the death/ any dispute as above mentioned. The Allottee 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 allotment and the Allottee shall have no claim or right whatsoever except the right to claim for the refunds of amount deposited, and in case of such cancelation 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 Allottees shall be necessary otherwise the amount shall be refunded in equal share between all the Allottees.
40. That in case a unit has been booked in the name of a minor, then his/ her legal guardian shall execute any agreement on behalf of such minor with the company including this Allotment Letter.
41. That the Allottee hereby agrees and undertakes that prior to taking possession of the said Apartment he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The tenure of the said maintenance agreement shall be for a maximum period of Two (2) years. Further, such maintenance charges shall be reckoned from the date from which tenure of Maintenance agreement commences even if for any reason whatsoever the physical possession has not been taken by the Allottee(s). However, maintenance can be handed over to the Association of Allottee(s) 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's association" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.
42. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Apartment but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.
43. That the Allottee hereby agrees and confirms that Allottee shall not hold the company responsible/ liable for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the

Company

Allottee(s)

Maintenance Agency.

44. That the Allottee shall pay to the Company electricity, water & sewerage connection charges, contingency deposit and maintenance security. Fixed charges towards electric load and Diesel Generator power back up shall commence from the date of taking the physical possession of flat or commencement of maintenance period as envisaged in clause 40 above, whichever is earlier. A separate Electricity Supply agreement shall be executed between the company/ Maintenance Agency and the allottee. The Allottee further agrees that it shall pay to the Company Interest Free Maintenance Security of super area along with sinking fund as and when demanded, at such rates as decided by the company at the time of possession.
45. That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments/units through pre-paid systems. The Electricity connection shall be provided for the capacity, as opted in this application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement.
46. The Power back-up facility can be availed as opted in this application, no request for power backup facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DO set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: Any request for reducing the electrical and power-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be final as opted in this booking application.
47. That the rate of Electricity charges will be as per the prescribed rates of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the company on the basis of the cost of the inputs like fuel, wages etc. and will increase/decrease along with the cost of these inputs, the details are attached with 'Electricity Supply Agreement'. The rates for Electricity and Power Backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the UPERC/authority.
48. The Allottee agrees that in case he/ she desires to avail the services (viz. gymnasium, swimming pool, other recreational activities etc.) offered by the club which shall be situated inside the housing complex, he shall pay applicable membership charges along with monthly or annual subscription charges and any other applicable charges, to the company or such other agency maintaining the club; for which the Allottee shall be required to sign the relevant documents in order to secure membership of the club. However, the club and various other recreational facilities shall be made available only upon completion of the various phases of the project as a whole in all respects.
49. That in a group housing/multistoried building the designated/determined parking space is necessary to avoid discomfort/havoc. Therefore the company /promoter has prepared a detailed plan wherein the parking space shall be allotted with specific numbers as determined parking space for a specific apartment/unit. (For the projects where in parking is provided in a multi-level parking, the allotment is subject to the terms and conditions mentioned therein).
50. That one car parking space is mandatory per unit and shall be made available inside the Complex. The car/ Two Wheelers/ Cycles shall be parked within the same parking space allotted to the Allottee(s). Also Allottee agrees that it shall not attempt to accommodate parking of more than one car in one/ single parking space. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserves its rights to allot the un-

Company

Allottee(s)

allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/allottee/occupier of the Unit/Flat shall not have any right over the un-allotted parking spaces. However one Car parking will be given by the Company. However, allottee shall not have any ownership rights over the said allotted parking. Additional car parking will be available on request on payment basis, if available. A Separate Agreement for the allotment of the Car Parking will be executed between the Builder and the Allottee(s) at the time of possession. For security reasons no car/ vehicle parking is allowed inside the Complex except for those, who have reserved the car parking space. If any vehicle is found parked unauthorized inside the complex; then the company reserves the exclusive right to get it towed and removed from the premises and shall not be responsible for losses and damages, if any.

51. That a single point electricity connection will be taken for the project from the competent authority and the electricity will be distributed through separate meters to the apartments/units through pre-paid systems. The Electricity connection shall be provided for the capacity, as opted in this application form and also in accordance with all other Terms & conditions as per the electricity supply agreement.
52. That the price of the flat does not include the cost of electric meter which shall be installed by the allottee on his own cost through the company. However, if due to any subsequent legislation/ government order or directives or guidelines or if deemed necessary by the company or its nominees, additional fire measures or any other installation/ equipment is necessitated, then the Allottee in such case agrees to pay for the additional expenditure incurred thereon on pro-rata basis along with other allottees as determined by the company in its absolute discretion.
53. That if Allottee requires any Power back up facility, then the Allottee has to give his consent in writing at the time of signing of this allotment letter or at the time of offer for possession; so that the cost of the flat can be modified accordingly.

Note: any request for reducing 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.

54. That the Allottee agrees that the individual consumption of power back up systems shall be borne by the Allottee as per his usage which is over and above the general maintenance charges. Further, the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/ non-usage of electricity and power back-up) payable by the allottee will be decided by the company at the time of possession.
55. That it is hereby agreed that the Company/ maintenance Agency shall be entitled to effect disconnection of water / sewer and power/ power backup connection and debar from usage of any or all common facilities within the complex of the allottee, in case of an unlawful activities or non-compliances of any of the terms of this allotment by the allottee.
56. That the Builder shall not pay any damages/ compensation to the Allottee in case of the failure of the services which are technical in nature.
57. That at the time of handing over the physical possession of the unit to the allottee, the allottee shall be required to pay and always maintain with the company a sum as Interest Free Maintenance Security (IFMS) deposit @ Rs. 25/- (Rupees Twenty Five only) per sq. ft. Further the general monthly maintenance charges as applicable (As per the separate maintenance agreement to be executed between the Allottee and the Maintenance Agency which is also subject to revision from time to time) per sq. ft. of the super built-up area of the apartment shall be payable by the Allottee to the Company/ Maintenance Agency, as the case may be, every month in

Company

Allottee(s)

advance.

58. That the owners(s) after possession shall comply with all mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the development Authority/local authority/state Govt of India and of the Association of Apartment Owners(as and when the AAO formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/byelaws or rules and regulations.
59. That if there any Trade Tax, V.A.T, G.S.T and additional levies, rates taxes, charges, compensation to farmers, cess and fees etc. as assessed and the attributable to the Company as consequences of Court order/ Government/Development Authority/Statutory or other local authority(ies) order, the applicant(s) shall be liable to pay his/her/their proportionate share for the same to the Company as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the applicant(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
60. That the apartment/unit shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/conroachment/construction in the entire project including roads, lobbies, roof etc. shall not be allowed to the apartment/unit owners or associations of apartment/unit owners. They also shall not be permitted to closing of verandah, lunges, balconies and common corridors etc. even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color schemes of exposed walls of verandah, lunges or any external wall or both faces of external door and windows of apartments/units, signboards, publicity or advertisement material outside the apartment/unit or anywhere in the common area shall not be permitted. Any type of change inside the apartment/unit which may cause or likely to cause damage to the safety, stability of the structure not to be permitted, as there are hidden RCC column and RCC shear wall supporting whole structure therefore no change is allowed.
- Note:** For the commercial unit the sign board/hoardings and advertisement material can be displayed at the designated place demarcated by the company.
61. That at the time of handing over the maintenance of the project to the A.A.O. the following will be handed over to the A.A.O. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motor rooms, single point distribution system with all liabilities, Gen-sets, security gates with intercom, lift rooms at terrace and other area falling under the common area.
62. That if there is a provision of solar lighting/energy in the project provided by any third party, the payments of bills of unit consumptions of the solar energy equivalent to the rates of NPCL/UPCL shall be payable by the AAO/Maintenance agency to the said third party on monthly basis.
63. That if the Green Building FAR has been availed for the project in that case the A.A.O./Maintenance agency shall always comply with and maintain all the provisions of Green Building/EIA conditions.
64. That it shall be the responsibility of applicant(s) to inform the company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all coorespondence and it shall be deemed to have been received by the applicant (s) and the company shall not be responsible for any default.

Company

Allottee(s)

65. That the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. However, common space can be provided in any block for organizing meetings and small functions, on the sole discretion of the company and on such costs as may be decided by the company at such time.
66. That in Future, if Ganga Water supply is available, then it would also be made available at the rates fixed/ decided/ charged by the local Authority. The cost of this additional pipeline network shall also be charged on proportional basis from the Allottee.
67. That the Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession/ possession notice of the Apartment or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the structure/ safety of the premises is in no way damaged or jeopardized. He shall neither himself permit nor suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority. The Allottee shall be liable to pay for any damage of the common equipment's by malfunction or any willful act done by him or anyone else on his behalf.
68. That the Allottee agrees not to use the said Apartment or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Apartment which tend to cause damage to any flooring or ceiling of any Apartment over or below or adjacent to his Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose. In case any damage is caused by the allottee to any apartment in the complex due to the above said reason, then the allottee shall be liable to pay costs towards such loss or damage.
69. That it is admitted, acknowledged and so recorded by and between the parties that the Allottee shall, under no circumstances be allowed to carry out any change whatsoever in the elevations and/ or outer colour scheme and shall also not perform any other construction in the entire complex. Further, allottee shall never change the colour scheme of inner and outer walls of the balcony of the flat allotted to him and shall not cause the balcony to be covered using iron grills or in whatever manner. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and/ or outer colour scheme. This shall be done at the costs and risk of the Allottee and shall include all formal and informal charges.
70. That the Apartment Allottee agrees that he shall not fix/ install the Air Conditioners/ Air Coolers or equipment's of like nature at any place other than the spaces earmarked/ provided for the said Apartment and shall not design or install or open them in the inside passages, common areas or in the staircases. The Apartment Allottee further agrees to ensure that no water shall drip from the said Air Conditioners/ Air Coolers or the like equipment's in a way which may cause inconvenience/ hardship to other Apartment Allottee/ Occupants in the said Complex.
71. That the Allottee further agrees, undertakes and guarantees that he shall not display any signboard/ nameplate/ neon lights signs, hanging clothes and flower pots on the external façade of the building/ Tower/ Complex or anywhere on the exterior of the building or the common areas including balcony. The Allottee further undertake as follows:
- i. That he shall not remove any load bearing wall of the said Apartment.

Company

Allottee(s)

- ii. That he shall not cause distribution of electrical load in the said Apartment in non-compliance with the electrical system installed by the Company or its Maintenance Agency.
 - iii. The Allottee agrees and acknowledges that he shall be solely/ jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
 - iv. The Allottee shall allow the sweepers/ Maintenance staff to enter the Apartment for repair of pipes/ leakage/ seepage going in/ on/ through or because of any fault in the apartment.
 - v. No request for any changes whatsoever in the apartment from the Allottee shall be entertained.
72. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) laying of roads, (ii) laying of water line, (iii) laying of sewer lines and laying of electric lines. However, it is acknowledged and understood by the Allottee that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or Greater Noida Industrial Development Authority and/ or by the concerned local authority.
73. That the Company covenant with the Allottee that the Allottee after entering in to the sub lease deed on paying the dues and performing the terms of Allotment Letter and stipulations on his part herein contained shall peacefully hold and enjoy the said Apartment without any interruption by any person.
74. That the address above shall be taken as final unless any subsequent change has been intimated vide a Registered AD letter. All demand notices, letters etc. sent/ posted at the given address shall be deemed to have been duly served upon/ received by the Allottee. It shall be the duty of the Allottee to notify/ inform the Company of any change in the registered address. In case the Allottee fails to inform then the demand letter sent to the Allottee shall be deemed to be delivered. In case the joint Applicant than intimation will be send to the first Allottee and the same shall be deemed to be sent to the other Allottee as well.
75. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.
76. That the Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Allotment Letter or any money deposited hereunder by the Apartment's Allottee. It is made clear that the provisions of this allotment letter shall always be subordinate to the provisions of any lien/ charge/ encumbrance created or to be created by way of a mortgage by the company in respect of the land on which the said residential complex is being built up and such lien/ charge/ encumbrance shall not constitute an objection to the title of the said Apartment or excuse the Apartment Allottee from completing the payment of the price of the said Apartment or performing all the other obligations hereunder or be the basis of any claim or liability against the Company provided that at the time of the execution of the sub-lease deed the said Apartment shall be free and clear of all encumbrances, liens and charges whatsoever. In case of an Apartment Allottee who has opted for long term payment plan arrangement with any Financial Institution/ Bank, the Sub-Lease Deed of the Apartment in favour of the Apartment Allottee shall be executed by the Company only after receiving no objection certificate from such Financial Institution/ Banks.
77. That the Apartment Allottee agrees that the Company shall always have the first charge/ lien on the said Apartment for the recovery of all its dues payable by the Apartment Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Apartment Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company shall be entitled to enforce the charge by selling the said Apartment to

Company

Allottee(s)

recover and receive the outstanding dues out of the sale proceeds thereof.

78. That the Apartment Allottee hereby authorizes and permits the Company to raise finance from any Financial Institution/ Bank by way of mortgage/ charge/ securitization/ receivable or in any other mode or manner by charge/ mortgage of the said Apartment.
79. That in case the Apartment Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Apartment Allottee whether in or outside India for acquiring the said Apartment for the Allottee, the Company shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Apartment by the Allottee. Further the Allottee undertakes to indemnify and holds the Company free and harmless from and against any or all liabilities and expenses in this connection.
80. That the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transactions as referred above. Any purported transaction by the Allottee in violation of this Allotment Letter shall be default on the part of Allottee entitling the Company to cancel this Allotment and to avail of remedies as set forth in this Allotment Letter including recovery of possession of the Apartment in case the same has been delivered.
81. That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Apartment Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/ or subsequent Allottee/ assignee(s) of the said Apartment (irrespective of the fact that the occupation by such person is hostile) as the said obligations go along with the said Apartment for all intents and purposes.
82. That in case, the intending Allottee makes any payment to any of the person/ company, except M/s JM HOUSING LIMITED against his booked Apartment, then the Allottee(s) shall be solely responsible & liable for the said payment.
83. That on failure of the part of the Company to enforce at any time or for any period of time the provisions hereof shall not constitute to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
84. That if any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as being reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.
85. That after receipt of the copies of the Allotment Letter, duly signed by the Allottee, the Company shall sign this Allotment Letter and acceptance and implementation of this Allotment Letter will be completed after such signature by the Company at its office. Hence this Allotment Letter shall be deemed to have been accepted and signed at the office of the Company even if the Apartment Allottee may have accepted and signed this Allotment Letter at any other place(s) other than above.
86. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason(s) whatsoever.

Company

Allottee(s)

87. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the money of the Allottee will be refunded in full without interest.
88. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment.
89. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed solely by the builder/company and the decision of the arbitrator shall be binding on both the parties. The Arbitration shall be conducted in accordance with the provision of Arbitration and Conciliations Act, 1996 or any statutory amendments or modification prevailing at that point of time.
90. That the venue of the arbitration shall be Noida and the award of the arbitrator(s) shall be rendered in English. The Company reserves the right to appoint sole arbitrator in the event of arbitration clause being invoked by either party, to adjudicate the disputes.
91. That this Allotment shall be construed and legal relations between the parties to this Allotment Letter shall be determined and governed according to the laws of India.
92. That the Courts at Gautam Budh Nagar shall have jurisdiction in all matters arising out of and/ or concerning and/ or touching this allotment.

Disclaimer: I/we have fully read over and understood all the terms & conditions mentioned herein above and my/our all queries has been duly explained by the executive/associate of the company.I/we have discussed and taken legal advice from the counsel of my/our own choice.

For J.M. Housing Ltd.

**Authorised Signatory
(Company)**

Witnesses

- 1.
- 2.

Company

Allottee(s)

General	SPECIFICATIONS
Structure	Earthquake resistant structure designed by authorised structural engineers R.C.C. Shear Wall structure with columns, R.C.C. slabs & beam with brick wall partitions.
Doors/Windows	All external windows and door frames with powder coated aluminium glazing/UPVC. All Internal and main entrance door frame in hard wood (Mirandi or equivalent) with skin moulded door shutters or equivalent duly polished.
Hardware	All shutter hinges in Steel. All internal and main entrance doors with aluminium powder coated fittings, all external doors and windows with aluminium fittings.
Flooring	Drawing / Dining and adjoining bedrooms have vitrified tiles; Master bedroom has quality wood laminated flooring. Anti Skid Tiles flooring in Toilets, Kitchen & Balconies. Marble Stone Flooring in corridors, Lift Lobbies and Staircases.
Internal Finish	All internal walls are plastered and painted in off white shade of oil bond distemper, ceilings with white shades. P.O.P. punning & Cornices in Drawing / Dinning and Bedrooms.
External Finish/lift lobby Entrance lobby	Modern and elegant outer finish with high quality paint.
Toilets	Provision for hot & cold water system. Glazed tiles in pleasing colours on walls up to door level. European W.C's. washbasins & cisterns in light shade of standard brand. Chrome plated fittings of standard make.
Kitchen	Granite working platform with 2ft high glazed ceramic tiles top-up, stainless steel sink, Independent RO system.
Electrical	All copper wiring in P.V.C. concealed conduit. Provisions for adequate modular switch/sockets for light and power points as well as telephone & TV outlets with protective M.C.Bs.
Water Supply	Underground and overhead water tanks with pumps for uninterrupted supply of water.
Intercom Facility	Provision of Intercom facility in each flat

Disclaimer: Colour and design of tiles can be changed without prior notice. All products such as marble/granite/wood/tiles have characteristics of slight variation in texture colour and grain variations and crack and behavior. Marginal variations may be necessary during construction. The extent/number/variety of the equipments/appliances and their make/brand thereof are tentative and liable to change at sole discretion of the company. Applicant/Allottee shall not have any right to raise objection in this regard.

Company

Allottee(s)

A. Cost of Apartment (Rs.36,21,675 /-)

S.No.	Description of Price	Quantity	Amount
1	Net Basic Price	-	Rs.35,91,750
2	Road/Green Facing PLC	-	Rs.0
3	Power Backup Charges 1KVA (Inclusive)	-	Rs.0
4	External Electrification Charges (EEC)	-	Rs.0
5	Club Membership (Free of Cost)	-	Rs.0
6	Car Parking(One Covered Mandatory)	-	Rs.0
7	Lease Rent (Inclusive)	-	Rs.0
8	IFMS	-	Rs.29,925
		Total	Rs.36,21,675

GST shall be levied according to applicable law.

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SAMPLE COPY

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Allottee(s)