

## **A L L O T M E N T   L E T T E R**

To,

.....  
.....  
.....

Sub: Allotment of Unit No ..... Type ..... On .....Floor of Block .....in  
***JNC THE PARK at G. H. -1 C, SECTOR-16 C, GNIDA.***

Please refer to your application dated .....with JNC Constructions Pvt. Ltd. We are pleased to allot you a Unit/s in JNC THE PARK GH-1C, SECTOR-16 C, GNIDA as per details below,

This Allotment is subject to the terms & conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisement, price list and any other sale document/s. This cancels all previous Allotment Letters issued against this Allotment.

1. **UNIT DETAILS:**

Unit No. .... Floor ..... Block .....  
Super Area ..... sq. ft. Type ..... Terrace .....sq. ft.  
Saleable Area ..... sq. ft. Type ..... Servant room.....sq. ft.

TYPE	UNIT NO	FLOOR	CARPET AREA (Sq.ft.) (as per RERA)	COVERED AREA (Sq.ft.)	SALEABL E AREA (Sq.ft.)	RATE/ SQ.FT.	TOTAL SALE PRICE
M.I.G/ H.I.G	.....	.....	.....	.....	.....	.....	.....  .....

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**ALLOTTEE(S)**

That for computation purposes, the unit/s are being allotted on the basis of super area, which means and includes built-up covered area of the unit plus proportionate share area falling under corridors, stairs passages, lobbies, projections, architectural figures, lift wells and rooms, munties, common lobbies, toilets, circulation & refuge areas, balconies etc or any other common spaces within the blocks of the complex. The built up/covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies.

THAT the Apartment Allottee(s) has already paid a sum of Rs. .... (Rupees ..... ) being approximately 10% of the total sale price of the Apartment at the time of booking for the purchase of the said premises, the receipt of which Promoter/Developer hereby acknowledges and the Apartment Allottee(s) agrees to pay the remaining sale price and all other charges as described in Schedule-1 of payment annexed to this Agreement and in the manner indicated herein.

### **TERMS & CONDITIONS**

This Allotment Letter is made on this .....day of .....2017 between M/s. JNC Constructions Pvt. Ltd presently having its Office at G H-I, SECTOR-3, VASUNDHARA, GZBD (hereinafter refers to as the Company, which expression shall include its assigns and successors etc. unless the subject and context require otherwise) of the One Part

AND

Applicant (Sole First) Mr./Mrs./Ms. ....

S/o, W/o, D/o, Mr. /Ms. ....

Resident of .....

.....

Tel. No. Residence.....Office.....

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

Co-Applicant Name Mr./Mrs./Ms. ....

S/o, W/o, D/o, Mr. /Ms. ....

Resident of .....

.....

Tel. No. Residence.....Office.....

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

Second Co-Applicant Name Mr./Mrs./Ms. ....

S/o, W/o, D/o, Mr. /Ms. ....

Resident of .....

.....

Tel. No. Residence.....Office.....

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

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**ALLOTTEE(S)**

- 2(a) Wherever the Apartment Allottee is a female, the expression 'he', 'him', 'himself' etc. in this contract in relation to the Apartment shall be read and construed as 'she' 'her' 'herself' etc. These expressions shall be deemed as modified and read suitably whenever the Apartment Allottee is a Joint Stock Company, Body Corporate or a Firm or any Association of persons.
- (b) Whenever there are more than one Allottee, the expression Apartment Allottee in the Agreement shall be construed as including each of such Allottees and their heirs, executors, administrators, legal representatives and permitted assigns etc.
- (c) AND WHEREAS M/s J.N.C. Constructions Pvt. Ltd. is in the process of developing a Group Housing Complex utilizing the sanctioned FAR by constructing multistoried building (which is named as 'JNC THE PARK' on the said land in accordance with the Building Plans sanctioned by Greater Noida Industrial Development Authority(GNIDA).
- (d) AND WHEREAS the allottee(s) after fully satisfying himself with the stated fact and also the title of the Company applied for allotment of a Residential Apartment by way of sale in the said "JNC THE PARK" Scheme.
- 3 THAT the price mentioned in Clause 1 above is inclusive of the cost of providing electric wiring, MCBs and switches in the said premises, but does not include electric connection charges, service lines, electric poles on street & Landscapes, main lines, transformers, panel boxes etc will be charged extra and the cost of fittings and fixtures, geysers, fans which shall be got installed by the Apartment Allottee at his own cost. Electric Connection charges will be charged extra and the amount payable will be interalia to cover the cost payable to UPSEB for the service connection, service lines, sub-station equipments, cost of area under the subject installation and security deposit etc. Apartment Allottee will be required to pay the charges pro-rata per sq.ft. as demanded by the Promoter/Developer or before the execution and installation process. The expenses will be charged in proportion to the super area of the Apartment.
- (b) That there will be single point electric connection system for the entire Group Housing from UPSEB and will be distributed through separate sub meters to all intending Allottee(s) through prepaid system. Charges for Installation of the electric meter and whole distribution system shall be charged on per KW basis from the intending Allottee(s) before Installation.
- 4(a) THAT the cost of providing and installing fire fighting equipment/preventive measures in the building shall not be charged additionally. The Fire Fighting will include the Civil Works concerning Pump Houses, Underground and Overhead Tanks, Pumping Sets, Tube-well complete with Pumping Sets, allied electrical equipment, Cabling/Bus Ducting, fixed fire fighting equipment, fire alarm & Sprinkler System, horizontal/vertical compartmentation, refuge areas etc. as directed by local authorities from time to time and as required under National Building Code and as per requirements of applicable bye-laws.
- (b) The Fire Fighting Equipment and Fire Prevention Measures which are required within the Apartment and which become necessary on account of any interior decoration/partition or heat load created by the Apartment Allottee shall be installed by the Apartment Allottee himself at his own cost and he will obtain necessary permission in this regard from the authority/authorities concerned.
- (C) THAT at present, Fire Safety Measure have been provided as per Fire Safety Code/Regulations. If due to subsequent legislation/Government orders or directives or guidelines or if it becomes obligatory on the company to undertake additional fire safety measures, it is consented by the allottee(s) that he/she shall be liable to pay proportionate charges in respect thereof.
- 5 That inclusion of the common areas in the computation of super area shall not give any right, title or interest therein as such to the Apartment Allottee, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these presents, the Apartment Allottee or anyone else lawfully claiming under him/her, will have the right to use of common facilities. In default of such payments, it shall not be open to the Apartment Allottee and if he commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified. In case of any default committed, subsequently the Allottee will dis-entitle himself/herself from availing the said facilities thereafter.

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**ALLOTTEE(S)**

6 Apartment Allottee has agreed that the Promoter/Developer are under no obligation to send demand letter(s)/reminders for payments. The timely payment is the essence of this contract. The Promoter/Developer and the Apartment Allottee hereby agrees that the amounts paid to the former by the latter with the application and the installments as the case may be, to the extent of 10% of the basic sale price of the Apartment, will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of the terms & conditions of this Agreement.

7(a) THAT the timely and punctual payments of the installments as stated in Schedule-I & II of payments and applicable stamp duty, registration fee and other charges payable under the Agreement is the essence of this contract. It shall be incumbent on the Apartment Allottee to comply with the terms of payment and other terms & conditions of sale, failing which the amount of earnest money which shall be 10% of the total sale price deposited by him shall be liable to forfeiture and the agreement of sale shall stand cancelled at the discretion of the Promoter/Developer and the Apartment Allottee(s) shall be left with no lien on the said premises.

After the cancellation process the Promoter/Developer shall thereafter be free to deal with the said premises in any manner. The amount paid, if any, over and above the Earnest/ Registration Money shall be refunded by the Company without interest after 120 days of the cancellation of allotment and after adjustment of interest occurred on the delayed payment(s), if any due from the Allottee(s). However, in exceptional and genuine circumstances the company at its sole discretion may condone the delay in payment exceeding one month by charging interest @ 12% per annum and a penalty @ 1% per month of the due amount and restore the allotment in case it has not been allotted to some one else on the waiting list. In such a situation an alternate unit, if available, may be offered in lieu of the same and Rs. 1,00,000/- (Rs. One Lac Only) will be charged for the restoration charge, but shall not be bound to do so.

- (b) The company shall have right to adjust the installment amount received from the allottee(s) first towards the interest and other sums, if any, due from the allottee(s) and the balance , if any towards the consideration.
- (c) That if any installment as per the schedule is not paid by the due date, the company will charge 12% interest p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than two months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s will have no lien on the unit in such a case, the amount deposited up-to 10% of the cost of the unit, constituting the Earnest money will stand forfeited and the balance amount paid if any will be refunded without any interest.
- (d) That the apartment allottee shall also pay Rs. 5.00 per sq. ft. against the contingency charges to the Builder/Developer.
- (e) That the Apartment Allottee shall also pay one time Lease Rent of Rs. 80.00 per sq ft to the Promoter/ Developer.
- (f) That if any cheque is being dis-honoured or returned for any reason issued by the Apartment Allottee a sum of Rs. 2,000/- (Rupees Two thousand only) will be charged against cheque bouncing charges.
- 8(a) That the Allottee(s) is entitled to get the name of his/her nominee substituted in his/her place, with prior approval of the Company, who may in its discretion permit the same on such conditions as it may deem fit and proper.
- (b) That the Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking 'No Dues Certificate' from the maintenance agency appointed by the Company or Association as the case may be.
- (c) That the Apartment Allottee(s) does not have any right on the said apartment before the execution of the Sub-lease, the rights/ transfer of the property will be done after the execution of the sub-lease only.

- 9(a) THAT the Apartment Allottee has entered into this contract with the full knowledge & subject to all the laws, notifications and rules applicable to this area in general and group housing projects in particularly which have been explained by the Promoter/Developer and understood by him/her.
- (b) THAT the Apartment Allottee has fully satisfied himself/herself about the interest and the title of the Promoter/Developer in the said land on which the Apartment as a group housing scheme will be constructed and has understood all limitations and obligations in respect thereof. And, there will be no more investigation or objection by the Apartment Allottee in this respect.
- 10(a) That the Company shall have the right to effect suitable alterations in the layout plan, if and when found necessary. Such alterations may include change in location, Preferential Location, number, increase or decrease in numbers of Units or its sizes, floor, block or area of the Unit, designs, specifications, increase or decrease in balconies area etc. To implement such change and if considered necessary, a supplementary document may be executed with the Allottee(s).
- (b) That the company may on its own, provide additional/better specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The same shall be binding on allottee and the proportionate cost of such changes shall be borne by the Allottee.
- (c) Provided, however, if as a result thereof, there be any change in the location, Preferential Location number, boundary or area of the said Unit, Such change in the area shall inter-alia entail proportionate increase or decrease in the consideration of the built up Unit/Flat at the original rate at which the unit was booked for the difference in area.
- (d) Super area may vary without any change in built up area or dimensions of flat. Similar measurement and calculations will be done for exclusive lawns and terrace also. Due to plaster the size may vary in inches, such claims shall not be entertained. That the Allottee(s) is/are aware of the ratio between the super area and covered area of the unit allotted to him/them.
- (e) That in case a particular unit is omitted due to change in the plan or the Company is unable to handover the same to the allottee(s) for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of alternate unit, the Company shall not be responsible to pay any damage or interest to the allottee/s whatsoever. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee/s.
- (f) In case during the course of construction and/or after the completion of the complex, further construction on any portion of the land or building or terrace becomes possible the Company shall have the exclusive right to take up or complete such further construction as belonging to the company notwithstanding the designation of any common area as limited common Areas or otherwise. In such a situation, the proportionate share of the Allottee(s) in the common area and facilities and limited Common areas and facilities shall stand varied accordingly. Further all the residuary rights in the proposed complex shall continue to remain vested with the company till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person/ organization.
- 11(a) THAT the possession of the said premises is likely to be delivered by the Developer to the Apartment Allottee within 18 months for the units / flats situated in Blocks -A1,B1,C1 & D and within 30 months for units/ flats situated in Blocks -C2 & B2 from the date of this allotment letter, subject to force majeure circumstances & on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to him. The Promoter & Developer on completion of the construction shall issue final call notice to the Apartment Allottee who shall within 30 days thereof, remit all dues and take possession of the Apartment. In the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit for purposes of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be given on payment of all outstanding payments as demanded by the Promoter & Developer. The Developer alone would pay penalty to its customers @12% per month (on the amount received from the apartment allottee) for handing over the flat beyond the committed period as described in this clause above, the time will be calculated from the date of Allotment Letter. The customer would be liable to pay holding charges @12% per month including the maintenance charges even if he fails to take possession within 30 days from the date of offer of possession.

- (b) The Company shall be entitled to reasonable extension in delivery to the Allottee(s) of the Possession of Unit in the event of any default or negligence attributable to the Allottee(s)'s fulfillment of Terms & Conditions of Allotment.
- (c) That the company shall be Liable to pay penalty to its customers whose payments have been made timely and are direct allottee(s) of the company, penalty should not be given to re-sale flats or the transferred/endorsed to other /second allottee(s)

- 12 THAT if the construction of the premises is delayed due to force major circumstances, which interalia include delay on account of non-availability of steel and or cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency, civil commotion or basic amenities/infrastructure by local authority or by reason of war or enemy action or earthquake or any act of God, delay in certain decisions/clearness from statutory body, or if non-delivery of possession is as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Promoter/Developer shall be entitled to a reasonable corresponding extension of the time of delivery of the said premises on account of the force major circumstances.

The Promoter/Developer as a result of such a contingency, arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the Promoter/Developer, so warrant, the Promoter/Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the allottee(s) for the period of delay/suspension of the scheme.

In consequence of the Promoter/Developer abandoning the scheme, the Promoter/ Developer liability shall be limited to the refund of the amount paid by the allottee without any interest. No compensation whatsoever shall be payable.

- 13 That in accordance with the development of the complex, the company proposes to develop club for the purpose of social activities and the Allottee(s) consents to avail membership of this club. That the recreational club with a swimming pool, gym and health club is proposed to be provided along with the complex. This Club may be developed simultaneous to or after development of the said Unit. The allottee shall be offered Membership of the recreational club in the complex at concessional rate but will not have any ownership right on the club or the club lawns etc. The Builder/Promoter/s will offer membership of the club other than the residents of the residential complex and the separate Agreement will be executed with the members of the club. The allottee(s) will have to abide by the terms and conditions of the membership of the club and the subscription charges of the club shall be payable additionally. The Club Membership is not mandatory for the residents and therefore no membership charges have to be paid against it.

- 14 That the open car parking space is available in the complex free of cost and shall be provided to the Allottee(s) subject to its availability at the time of possession of the flat/unit. One car parking space for the exclusive use in the said complex is mandatory for each Apartment Allottee(s). Therefore, in case of non-availability of open car parking space, the Apartment Allottee(s) shall be bound to purchase the covered car parking from the developer at extra cost. The Apartment Allottee(s) shall not have any ownership rights over the open car parking space allocated to him /her/them, it shall be a right of use only and will be allocated through separate document, which shall stand automatically transferred along with the transfer of the unit.

- 15 Watch and ward arrangement are proposed to be provided in the Complex. Accordingly the Company/ Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Complex. Provision of such watch and ward service would not create any liability of any kind upon the Company/ Maintenance Agency for any mishap caused by any miscreants.

That the Allottee/s will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

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**ALLOTTEE(S)**

- 16(a) That the allotment of the Unit is subject to alterations necessitated during the construction of the Unit. The Company in pursuance thereof reserves the right to effect suitable and necessary alterations in the layout plan, which may involve change in the position and boundary of the Unit. If due to such changes, there is any increase/ decrease in the super area, the revised price shall be calculated at the original rate at which the Unit was booked/ allotted.
- (b) That the specifications of the Unit are subject to change as necessitated during construction and in such an event material of equally good quality shall be used. That the opinion of Company's Architects on such changes will be final and binding on the Allottee(s) .
- It is understood by the Allottee(s) that there could be variations in the Super Area of the Unit or its location and in such an event no claim, monetary or otherwise, will be entertained or accepted by the Company, except that the original rate per sq. mt./sq. ft. and other charges will be applicable on any increase or decrease in the area. The Allottee(s) shall satisfy himself in respect of the design, specifications, fittings etc. used by the Company in the Unit at the time of delivery of the Unit.
- 17 That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and horticulture. However, external services like water supply network, sewer and sewer charges, Municipality water tax, water connection charges, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the development Authority i.e. GNIDA. And for any reason the electricity connection is not provided by the concerned authority the company shall not be held responsible for the same neither this matter should fall between the offer of possession of the said unit(s)
- 18(a) That save and except in respect of the Unit to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature of kind whatsoever except right of ingress/egress over or in respect of Complex, open spaces and all or any of the common areas and the basement or any other part of the Complex.
- (b) That only common services shall be transferred to the maintenance authority. The services like shopping, storage spaces, servant room, terrace, roofs etc. will be owned by the Company and it may be sold/ Leased to any agency or individual as the case may be on and any terms as the company would deemed fit.
- 19(a) That the Allottee(s) shall not use the Unit for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against law or any directive of the Government or the local authority.
- (b) That the central green lawns and other common areas shall not used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same be used on cost sharing basis.
- 20(a) The Allottee(s) shall always use the Unit for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or the assets of other occupants or the equipments in the Complex or use the Unit for any activity apart from residential and not put to use the Unit for any immoral or illegal activity.
- (b) It is expressly understood that the internal security of the Unit shall be the sole responsibility of the Allottee(s).
- 21(a) That the Allottee(s) shall not make any such additions in the Unit so as to cause blockage or interruption in the common areas and facilities within the complex and/or to cause any structural damage or encroachment to the structure of the building(s) in the Complex.

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**ALLOTTEE(S)**

- (b) That the Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company or the local authority in written, if required, The Allottee(s), however, undertakes that it shall not divide/ sub-divide the Unit in any manner. The Allottee(s) shall not change the colour and facade of outer Walls of his/her Unit/doors and windows.
- 22(a) That the Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance and do all the acts, deeds and things as the Company may require for safe guarding the interests of the Company and other Unit Owner's in the Complex.
- (b) The Company has the right to raise the finance from any Bank/Financial institution/Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of the one or more of such institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction/development of the complex, notwithstanding the foregoing the Company shall ensure to have any such charge, if created, vacated on completion of the Project/ Complex or before execution of the document as contemplated in para 8.c herein above.
- 23 That the Allottee(s) shall abide by the terms and conditions of the Allotment and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Allottee(s), the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Allottee(s), the Allottee(s) shall indemnify the Company for such act which has occasioned the loss.
- 24 That the Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the **Foreign Exchange Management Act, 1999 (FEMA)**, and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Company on the prescribed format, if necessary.
- 25 Should the Allottee(s) fail to perform or observe all or any of the stipulations contained herein, the Company shall have the right to cancel the Allotment and the Earnest/ Registration Amount along with the accrued interest on delayed payment till the time of breach, if any, shall be retained by the Company
- 26(a) All disputes differences arising out of, in connection with or in relation to this transaction, which cannot be amicably settled, shall be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. and the arbitrator in such a case shall be from the "Builders Association",
- (b) The venue of Arbitration shall be in Delhi and the Award of the Arbitrators(s) shall be rendered in English
- 27 THAT the Apartment Allottee shall reimburse to the Promoter/Developer on demand of all taxes, levies or assessments whether, levied now or leviable in future on land and/or buildings of 'JNC THE PARK' as the case may be, from the date of booking/allotment. Apportionment of such levies shall be made by the Promoter/Developer or any other agency nominated by the Promoter/Developer as the case may be, and the same shall be conclusive, final and binding upon the Apartment Allottee.
- 28 THAT upon the Apartment Allottee taking possession of the said premises, the Apartment Allottee shall have no claim against the Promoter/Developer in respect of any item of work in the said premises which may be alleged not to have been carried out or completed or for any design, specifications, building materials used out or completed or for any design, specifications, building materials used or for any other reason whatsoever and he shall be entitled to the use and occupation of the said premises without any interference but subject to the terms and conditions, stipulations and restrictions contained therein. The Apartment Allottee shall have no claim against Promoter/Developer for such construction etc.
- (a) THAT the Promoter/ Developer expressed that the best quality products and appurtenances in the Apartment shall be provide which may be upgraded and the Apartment Allottee agrees to pay the Promoter/ Builder towards such expenses.

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**ALLOTTEE(S)**



- 29 THAT the Apartment Allottee agrees and undertakes that he shall after taking possession of the said premises or at any time before or thereafter, have no right to object to the Promoter/Developer constructing or continuing with the construction of the other building(s) adjoining, put up additional floors to the Building, or otherwise in the site earmarked for Group Housing.
- 30 THAT the Apartment Allottee hereby undertakes that he shall abide by all laws, rules and regulations relating to the U.P. Apartment Act 1975 or/any other law as be applicable to the said premises.
- 31 THAT the Apartment Allottee shall from the date of possession maintain the said premises at his own cost, in a good and tenantable, repair and in good condition and shall not do or suffer to be done anything in or to the said building(s) or the said premises, or the staircases, lifts and lift lobbies, shafts, stilt, basements, compound and common passages which may be against rules or by-laws of the Municipal Authorities, Maintenance Agencies or any other Authority nor shall the apartment Allottee change alter or make alteration in or to the said premises or the building(s) or any part thereof. The Apartment Allottee shall be responsible for any loss or damages arising out of breach of any of these conditions.
- 32 THAT the Apartment Allottee shall not use the said premises or permit the same to be used for purpose other than the purpose sanctioned as per Govt. Regulations or as may be earmarked in the zoning/building Plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of "JNC THE PARK" or for any illegal or immoral purposes, and shall not do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Apartment Allottee shall not use the premises for any activity commercial or otherwise except for residential purposes only.
- 33 THAT the Apartment Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc. on the external façade of the Building or anywhere on the exterior of the Building or common are as and shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- 34 THAT except for the areas herein allotted and the necessary easement rights pertaining thereto, all the common areas and the facilities and the residuary rights in the proposed building(s) shall continue to vest in the Promoter/Developer till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular allottee/s or to the Association of "THE PARK".
35. THAT IT IS CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter/Developer shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of Apartment building(s) subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s). The purchasers of such terraces shall be entitled to make use of the same for such purposes, as may be permitted by the Promoter/Developer.
36. THAT the Promoter/Developer shall look after the maintenance and upkeep of the common areas and facilities until these are handed over to some body corporate or other maintenance agency nominated by the Promoter/Developer for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common areas. The Apartment Allottee agrees and consents to the said arrangement and he shall pay Interest Free Maintenance Security @ Rs.20/- per sq.ft. & maintenance charges determined by the Promoter/Developer or its Nominee from time to time depending upon the maintenance cost. In addition to the maintenance charges, there will be contribution to the Sinking Fund/Replacement Fund etc. Any delay in payments will make the Allottee(s) liable for interest @ 12% per annum. Non payment of any of the charges within the time specified shall also disentitle the Apartment Allottee to the enjoyment of common services including lifts, electricity, water, power back up etc. The Allottee also undertakes to execute a separate agreement with the maintenance agency in the usual format which has been seen and approved by the Allottee.

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**ALLOTTEE(S)**

- 37 THAT the said premises hereby allotted form part of group housing scheme "THE PARK" and it is in the interest of all the Apartment Allottee/Occupiers that safeguards be provided to prevent entry of unauthorized person(s) into the said Complex. To give an effective hand to the Promoter/Developer/Maintenance Agency to deal with such unlawful entrants/loiters/peddlers etc. and also to enable to Promoter/Developer/Maintenance Agency in particular and owners/lawful occupants of the various premises in general to deal more effectively with the security of the said Complex and maintenance of order therein, the entry be regulated. For this, Agency shall be free to restrict the entry of anyone into the "THE PARK" whom it consider undesirable at the outer gate itself unless the allottee himself gives permission to allow anyone to enter or escort them out as well. The security service without any liability of any kind upon the Promoter/Developer/Maintenance Agency. Security costs will be part of the maintenance charges.
- 38 THAT the Apartment Allottee shall pay, as and when demanded by the Promoter/Developer the stamp duty, registration charges and other incidental and legal expenses for execution and registration of sub-lease in his favour, which shall be executed and got registered after receipt of the full price, other dues and the said charges and expenses from the Apartment Allottee in respect of the said premises. The sub-lease shall be executed and got registered in favour of the Allottee within the reasonable time after the final construction at the site and on receipt of all dues.
- 39 Each Apartment Allottee shall be provided with power back-up system which is mandatory for each apartment allottee. The Installation, running cost and the maintenance shall be borne by flat owner and will be demanded before its execution and Installations.
- 40(a) That the service tax is the new taxation norms from the central government and shall be borne by the apartment allottee and also if any other tax like metro cess, trade tax, any additional levies, rates, charges, government cess and fees etc. as and when applicable will be borne by the apartment allottee(s) only. The water tax, water connection charges and sewer tax, sewer connection charges shall be paid by the apartment allottee(s) to the Promoter/Developer before possession of the unit.
- (b) In Case of any emergency natural calamity/courts orders of any additional charges/ cost / demand from the authority or in any exceptional circumstances due to which construction will be effected or stopped therefore, in such circumstances builder will have every right to demand the difference of the price hike of construction cost/ material cost/ labour cost/ land cost from the allottee(s) and this clause will have the over write effect on any other clause of the allotment letter.
- 41 The Promoter/Developer shall have the first lien and charge on the said Apartment for all its dues and other charges payable by the Apartment Allottee(s) to the Promoter/Developer.
- 42 Unless a Sub Lease deed is executed and registered, the Promoter/Developer shall for all intents and purposes continue to be the owner of the land and also the construction thereon and the Agreement shall not give to the Allottee any right or title or interest therein, except that all taxes an levies shall be paid by the Allottee as stated hereinbefore.
- 43 The Apartment Allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the Apartments, Storage Spaces, Car Parking Spaces. Other Common areas, facilities and amenities.
- 44 The Apartment Allottee shall pay total basic sale price and other charges towards the premises as per the payment plan agreed between the parties. Demand letters, if any, will be sent only as a matter of courtesy.
- 45 That in case there are joint Allottees, all communications shall be sent by Promoter/Developer to the Apartment Allottee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Allottees and no separate communication shall be necessary to the other named Apartment Allottee(s). The Allottee has agreed to this condition of the Promoter/Developer. It shall be the responsibility of the Apartment Allottee to inform the Promoter/Developer by a Registered (A.D.) letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first Registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Allottee shall be fully liable for any default in payment and other consequences that may occur therefrom.

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**ALLOTTEE(S)**

- 46 THAT in the case of transfer of allotment, ownership of unit, a transfer fee of Rs.250/- per sq.ft. as directed by the Company shall be payable by the apartment allottee to the Company.
- 47 THAT the Apartment Allottee shall abide by all Laws, Bye-laws, Rules and Regulations of the UPSEB/GNIDA/Local Bodies and shall be responsible/liable for all defaults, violation or breach of any of the conditions, levies or Rules and Regulations as may be applicable.
- 48 THAT the Allottee undertakes to join in the execution of such documents and applications as may be required to obtain various permissions from the Income Tax and other authorities to facilitate the registration of the sub-lease in his favour, failing which the allottee shall alone be liable for all consequences arising from failure or neglect on the part of the allottee to do so.
- 49 THAT it is expressly agreed between the parties that the Allottee shall not be entitled to assail this agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
- 50 THAT as already stated, all costs of stamp duty, registration fee, Service tax and all other miscellaneous/incidental expenses for registration of the sub-lease shall be borne exclusively by the Allottee.

THAT all payments in terms of this Allotment shall be done and payable to the Promoter/ Developer at New Delhi.

In witness of the above, the parties hereto have set their hands to this Agreement on the day, month and year first above written in the presence of witnesses.

**FOR J.N.C. CONSTRUCTIONS PVT. LTD.**

(Authorised Signatory)

Witnesses

1.

ALLOTTEE(S)

2.

## SUMMARY OF DUES

1. TOTAL SALE PRICE IN CASE OF CLP PAYMENT PLAN	:	-----
2. TOTAL SALE PRICE IN CASE OF DOWN PAYMENT PLAN	:	-----
3. PLC	:	-----
(a) FLOOR	:	-----
(b) PARK	:	-----
(c) CORNER	:	-----
(d) ROAD	:	-----
TOTAL PLC	:	-----
4. LEASE RENT	:	-----
5.(a) INFRASTRUCTURE CHARGES	:	-----
(b) CAR PARKING(OPEN/COVERED)	:	-----
6. I.D.C.+ EEC CHARGES	:	-----
7. FIRE FIGHTING CHARGES (FFC)	:	-----
8. POWER BACKUP (.75KVA/1KVA)	:	-----
9. ELECTRICITY METER CHARGES	:	-----
10. INTEREST FREE MAINTENANCE SECURITY	:	-----
11. REGISTRATION/STAMP DUTY CHARGES OR AS APPLICABLE	:	-----
12. CONTIGENCY CHARGES	:	-----
13. SERVICE TAX/CHARGES	:	-----
14. ANY OTHER CHARGES	:	-----
(a)	:	-----
(b)	:	-----

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**ALLOTTEE(S)**

## SCHEDULE-I

### PAYMENT PLAN- A(CASH DOWN PAYMENT PLAN)

- |    |                                    |                  |
|----|------------------------------------|------------------|
| 1. | At the time of Booking             | 10% of TSP _____ |
| 2. | within 30 days of Booking          | 85% of TSP _____ |
| 3. | At the time of Offer of Possession | 5% of TSP _____  |

### PAYMENT PLAN – B(CLP PAYMENT PLAN)

- |    |   |                                    |
|----|---|------------------------------------|
| 1. | At the time of Booking                        | 10% Of BSP _____                   |
| 2. | At the time of Excavation                     | 30% Of BSP _____                   |
| 3. | At the time of basement casting               | 10% OF BSP _____                   |
| 4. | At the time of 4 <sup>th</sup> floor casting  | 10% Of BSP _____                   |
| 5. | At the time of 8 <sup>th</sup> floor casting  | 10% Of BSP _____                   |
| 6. | At the time of 12 <sup>th</sup> floor casting | 10% Of BSP _____                   |
| 7. | At the time of 15 <sup>th</sup> floor casting | 10% Of BSP _____                   |
| 8. | On Completion of Masoary & Plaster Work       | 5% Of BSP _____                    |
| 9. | At the time of offer of possession            | 5% Of BSP _____<br>+ other charges |

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**ALLOTTEE(S)**

**SCHEDULE - II****PAYMENT PLAN-A(CASH DOWN PAYMENT PLAN)**

- |                                       |            |
|---------------------------------------|------------|
| 1. At the time of Booking             | 10% of TSP |
| 2. within 30 days of Booking          | 85% of TSP |
| 3. At the time of Offer of Possession | 5% of TSP  |

**PAYMENT PLAN –B(CLP PAYMENT PLAN)**

- |  |                              |
|--|------------------------------|
| 1. At the time of Booking                        | 10% Of BSP                   |
| 2. At the time of Excavation                     | 30% of BSP                   |
| 3. At the time of Basement Casting               | 10% Of BSP                   |
| 4. At the time of 4 <sup>th</sup> floor casting  | 10% Of BSP                   |
| 5. At the time of 8 <sup>th</sup> floor casting  | 10% Of BSP                   |
| 6. At the time of 12 <sup>th</sup> floor casting | 10% Of BSP                   |
| 7. At the time of 15 <sup>th</sup> floor casting | 10% Of BSP                   |
| 8. On Completion of Masoary & Plaster Work       | 5% of BSP                    |
| 9. At the time of offer of possession            | 5% Of BSP +<br>other charges |

Amt. Of Installment Due	Other Charges(Plc/ Infrastructure charges)	IFMS	Lease Rent

**JNC CONSTRUCTIONS PVT. LTD.****ALLOTTEE(S)**

## **SPECIFICATIONS**

**DOORS/WINDOWS :** All frames of miranti wood and decorative flush doors with teak finish from inside and sliding UPVC doors and windows on outer side of the apartment.

**FLOORING :** Vitrified tiles flooring in drawing/dining, kitchen and bedrooms. Floor tiles in toilets and balconies.

**INTERNAL FINISH:** All internal walls with OBD paint in pleasing shades (ceiling white).

**TOILETS:** Designer ceramic tiles up to door level, high quality EWC with dual flush, High Quality CP fittings with over head shower etc. Designer wash basin, OBD paint wherever required.

**KITCHEN:** Granite working slab with stainless steel sink, 2' feet ceramic tiles above working slab. High quality CP fittings with sink mixer. Individual RO units.

**ELECTRICAL:** Copper wire in PVC conduits with MCB supported circuits with adequate number of electrical points on walls and ceilings.

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**ALLOTTEE(S)**