



उत्तर प्रदेश UTTAR PRADESH

FV 875385

ALLOTMENT LETTER

This Allotment Letter is made and signed on 22nd day of March, 2022, between J.M. Housing Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 312/3, T/F, 5, Pratap Bhawan, Bahadur Shah Zafar Marg, Delhi, New Delhi 110002, and its office at Plot No.- DV-GH-09C, Sector- Tech Zone 4, Greater Noida (West), Gautam Budha Nagar (U.P.), 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

MR. GAURAV GUPTA

S/o SHRI KRISHNA KAUSHAL

**FLAT NO 1203, TOWER-7, NIRALA ESTATE,
GREATER NOIDA WEST, SURAJPUR,
GAUTAM BUDDHA NAGAR, U. P. - 201306**

CO-APPLICANT

MRS. REETIKA GUPTA

W/o MR. GAURAV GUPTA

FLAT NO 1203, TOWER-7, NIRALA ESTATE,
GREATER NOIDA WEST, SURAJPUR,
GAUTAM BUDDHA NAGAR, U.P. - 201306



(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.

For JM HOUSING LTD.
Company

Company

For JM HOUSING LTD.
ny  Director

Chauravupta
Allottee(s)

Reetika

11 MAR 2022

दिनांक

प्रम सं०

स्टाम्प क्रय करने वा प्रयोगना

स्टाम्प क्रेता वा आम वा पुस्तक पत्र

स्टाम्प की धनराशि

अरविंद बुलार स्टाम्प विक्रेता

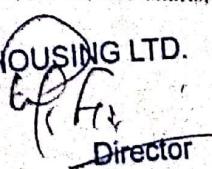
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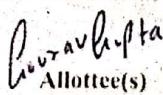
प-१नदग्धक वा धाराय परिसर, नोएडा

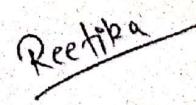
11 Mar 2022

G. N. Joshi

- A. WHEREAS this present Allotment Letter is with reference to your application dated 15/03/2022 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.
- 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 Buddh 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. 1, 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 Buddh 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 imparable 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, munties 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 munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station,

For J.M. HOUSING LTD.

 Director


 Reetika
 Allottee(s)


 Reetika

control panel 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. C-2506 (2 BHK+KID'S ROOM+FOYER+2TOI (1406 SQFT)) in JM FLORENCE having super area measuring 1406.00 Sq. Ft. & carpet area measuring 729 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.

For JM HOUSING LTD.
I G F H Director
Company -

Chaurav Gupta
Allottee(s)

Reetika

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

Apartment No: C-2506	Block/Tower : C	Floor : 24th Floor
Type of Apartment: 2 BHK+KID'S ROOM+FOYER+2TOI (1406 SQFT)	Super Built-up Area: 1406.00 Sq.ft	Carpet Area 729 Sq.ft (As per guidelines of RERA)

Now it is in my knowledge that I/We am/are purchasing this flat having 729 Sq.ft Carpet Area and total cost of the flat comes out to Rs. 45,35,150/- Rupees Forty Five Lacs Thirty Five Thousand One Hundred Fifty 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
(DOWN PAYMENT PLAN)**

S.No.	Stage	Description	Installment Amount
1	ON APPLICATION FOR BOOKING	10% OF BSP	Rs.4,50,000
2	WITHIN 30 DAYS OF BOOKING	85% OF BSP + CAR PARKING + 100% OF PLC + CLUB MEMBERSHIP + EEC + OTHER CHARGES	Rs.38,25,000
3	AT THE TIME OF OFFER OF FITOUT	5% OF BSP + IFMS	Rs.2,60,150
		Total	Rs.45,35,150

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 covered car 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, 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

For JM HOUSING LTD.
Company *[Signature]*
Director *[Signature]*

Jayavanta
Allottee(s)
Reetika

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 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 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:

For JM HOUSING LTD.
Company *[Signature]*
Director

Gaurav Gupta
Allottee(s)

Reetika