

# Application Form

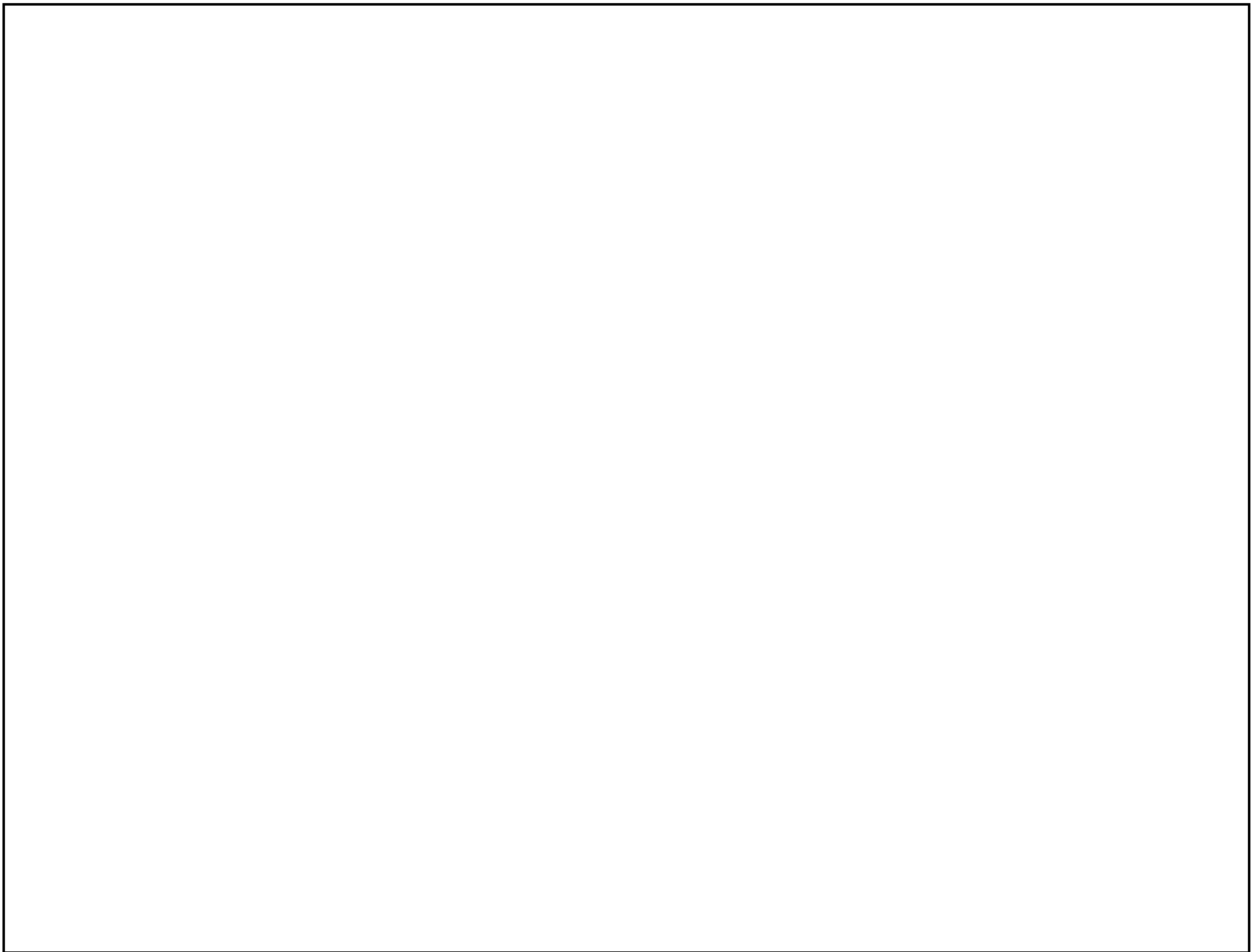
FOR APARTMENT



JAYPEE GREENS

*Another Place . Another World .*

NOIDA



APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF AN APARTMENT  
AT JAYPEE GREENS, NOIDA (U.P.)

S.No. \_\_\_\_\_

To

Jaiprakash Associates Limited  
Sector 128,  
NOIDA - 201304  
Uttar Pradesh  
India.

Dear Sirs,

I/We ("the **Applicant**") wish to apply for the Provisional Allotment of an Apartment ("the **Said Premises**") situated at Jaypee Greens, Noida, Uttar Pradesh ("**Jaypee Greens**") as per tentative location plan (attached hereto as Annexure I) and specifications (attached hereto as Annexure II).

I/We remit herewith a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as application amount / Earnest Money towards Provisional Allotment of the Said Premises at Jaypee Greens

I/We enclose herein my/our General Particulars and Undertaking as required by the Company.

I/We accept and agree to abide by the Standard Terms and Conditions of Provisional Allotment as attached herewith.

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully,

Signature (s) of Applicant (s)



## GENERAL PARTICULARS

**Please Note** : Application Form must be completed in full in BLOCK LETTERS in English language. Application Form, which is not complete in every respect, as given herein below is liable to be rejected. Application Form with any cutting/overwriting, not authenticated properly by the Applicant are liable for rejection.

### 1. SOLE/FIRST APPLICANT

Mr./Mrs./Ms./Dr./M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_ Nationality \_\_\_\_\_ Age \_\_\_\_\_ years

Profession \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin. Date of Birth \_\_\_\_\_

Income Tax Permanent Account No \_\_\_\_\_ Ward/Circle/Special range and place where assessed to Income Tax \_\_\_\_\_

Residence Address \_\_\_\_\_

\_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred correspondence address: Residence / Office

\_\_\_\_\_  
Signature  
of Sole/First Applicant

**Affix  
passport size  
photograph of  
the first/sole  
Applicant**

**Note: A copy of PAN card of all the Applicants to be attached.**

**2. SECOND APPLICANT**

Mr./Mrs./Ms./Dr./M/s. \_\_\_\_\_

S/W/D of \_\_\_\_\_ Nationality \_\_\_\_\_ Age \_\_\_\_\_ years

Profession \_\_\_\_\_ Designation \_\_\_\_\_

Residential Status: Resident / Non-Resident / Foreign National of Indian Origin. Date of Birth \_\_\_\_\_

Income Tax Permanent Account No \_\_\_\_\_ Ward/Circle/Special range and place where assessed to Income Tax \_\_\_\_\_

Residence Address \_\_\_\_\_

\_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Office Name & Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Mobile \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred correspondence address: Residence / Office

\_\_\_\_\_  
Signature  
of Second Applicant

**Affix  
passport size  
photograph  
of the  
Second  
Applicant**

**Note: In case of more than two joint Applicants similar details of all the remaining Applicants to be attached.**

**3. DETAILS OF THE PREMISES APPLIED FOR**

Unit Applied For \_\_\_\_\_  
 Super Area : \_\_\_\_\_ sq. ft. (approx.); \_\_\_\_\_ sq. mtrs. (approx.)

**4. PAYMENT OF APPLICATION AMOUNT**

The following are the details of the payment of the Application Amount: :

Demand Draft / Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Bank \_\_\_\_\_ Amount \_\_\_\_\_

**5. CONSIDERATION**

(a) Basic Sale Price (BSP) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (b) Car Parking Slot(s) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ for first Parking Slot  
 and @ Rs. \_\_\_\_\_ per slot for additional Parking Slot(s)  
 (c) Preferential Location Charges (PLC) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (d) Internal Development Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (e) External Development Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (f) Electric Sub-Station Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (g) One Time Lease Rent : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (h) Optional Additional Basement Storage : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area  
 (i) Social Club Charges : Rs. 1,00,000/-  
 Total Consideration\* : Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

**6. EARNEST MONEY (10% of Consideration) :** Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

**7. PAYMENT PLAN OPTION**

Please indicate your payment options (✓)

- A Down Payment Plan
- B Installment Linked Payment Plan

**8. MAINTENANCE DEPOSIT**

(The interest free Maintenance Deposit is payable by the Applicant before the occupation of the Said Premises)

- (a) Super Area of the unit applied for \_\_\_\_\_ sq. ft / sq. mtrs.
- (b) Rate - Rs.100.00 per sq. ft. (Rs.1076.00 per. sq.mtr) of Super Area,
- (c) Total amount payable towards Maintenance Deposit - (Super Area x Rate) = Rs. \_\_\_\_\_

**9. MAINTENANCE ADVANCE**

(The Maintenance Advance alongwith Service Tax thereon is payable by the Applicant before the occupation of the Said Premises)

- (a) Super Area of the unit applied for \_\_\_\_\_ sq. ft. / sq. mtrs.
- (b) Rate - Rs.1.50 per sq. ft. (Rs. 16.00 per. sq.mtr) of Super Area per month,
- (c) Total amount payable towards Maintenance Advance - (Super Area x 12 x Rate) = Rs. \_\_\_\_\_

**10. SOCIAL CLUB SUBSCRIPTION**

(The Social Club Subscription for the first one year and Service Tax as applicable thereon is payable by the Applicant before occupation of the Said Premises).

- (a) 1st year Subscription Charges : Rs. 15,000/-
- (b) Service Tax @ 10.30% : Rs. 1,545/-
- Total : Rs. 16,545/-

**11. BROKER DETAILS** (if no Broker, please mention "Direct")

**(Signature of the Broker with Stamp)**

**Note** : Payments to be made only through A/c Payee Local Cheque (s) / Demand Draft (s) drawn in favour of "JAYPEE INFRATECH LIMITED" payable at New Delhi. .

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully,

\* Subject to the provisions of the Standard Terms & Conditions, the Consideration is escalation free.

Signature (s) of Applicant (s)

### UNDERTAKING

1. I/We undertake to abide by the terms and conditions of Provisional Allotment as laid down in the Standard Terms and Conditions enclosed herewith and as prescribed from time to time by Jaiprakash Associates Ltd. (**Company**) and/or Jaypee Infratech Ltd. (**JIL**), failing which this application shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the JIL.
2. In the event of the Company agreeing to provisionally allot the Said Premises to me / us, I/We agree to pay further installments of the Consideration and all other dues as stipulated in the application / Provisional Allotment Letter / the payment plan or as may be varied in accordance with the Standard Terms and Conditions failing which the Provisional Allotment shall be treated as cancelled and Earnest Money paid by me/us shall stand forfeited in favour of the JIL.
3. I/We have clearly understood that notwithstanding the fact that the Company/JIL may have issued an acknowledgment of having received application amount / Earnest Money, I/We do not become entitled or can claim any right of Allotment / Provisional Allotment of the Said Premises.
4. I/We are aware that Jaypee Infratech Ltd. has been allotted the land and is seized and possessed of leasehold interest in plots of land measuring in aggregate approx 472.15 acres, through lease deeds ("**Lease Deeds**") executed between the Yamuna Expressway Industrial Development Authority ("**YEA**") and the Jaypee Infratech Ltd. (**JIL**). I/We understand that the enjoyment of the Said Premises is subject to the terms of the Lease Deeds.
5. I/We are aware that the Company has been assigned the task of marketing, construction and booking for sale of the Apartments to be constructed in Jaypee Greens for and on behalf of Jaypee Infratech Ltd. and the actual sale/transfer deed (Indenture of Conveyance) shall be executed by Jaypee Infratech Ltd. in favour of the Allottee(s) in accordance with the terms of provisional allotment.
6. I/We have seen and understood the scheme of development, tentative plans/other documents at Jaypee Greens and I/We also agree to abide by all the terms and conditions of NOIDA or any other statutory or civic authority to which the JIL and consequently the Applicant, is subject to or any other condition which the Company/JIL may prescribe.
7. I/We agree & undertake to pay further installments without any formal demand by the Company in accordance with the schedule of payments attached herewith or with the Provisional Allotment Letter (including maintenance deposit /advance/ charges and other charge as may be prescribed by the Company/JIL/Maintenance Agency) to be issued by the Company accepting my/our candidature for Provisional Allotment.
8. I/We undertake that I/We shall execute the instrument for transfer of rights, title and interest in the Said Premises from the JIL in my / our favour in the form, substance and manner and within such period as prescribed by the Company and the same shall be got registered if required by law.
9. I/We the Applicant(s) do hereby declare that my/our application for Provisional Allotment of Said Premises to the Company is irrevocable unless so desired by the Company and that the above particulars/information given by me/us are true and correct to the best of my/our knowledge and nothing has been concealed therefrom

Date \_\_\_\_\_

Yours faithfully,

Place \_\_\_\_\_

Signature (s) of Applicant (s)



## FOR OFFICE USE ONLY

1. ACCEPTED / REJECTED Approval Ref. No. \_\_\_\_\_
2. UNIT APPLIED FOR \_\_\_\_\_ Number \_\_\_\_\_  
 Super Area : \_\_\_\_\_ sq. ft. (approx.); \_\_\_\_\_ sq. mtrs. (approx.)
3. CONSIDERATION
- (a) Basic Sale Price (BSP) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (b) Car Parking Slot(s) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ for first Parking Slot  
 and @ Rs. \_\_\_\_\_ per slot for additional Parking Slot(s)
- (c) Preferential Location Charges (PLC) : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (d) Internal Development Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (e) External Development Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (f) Electric Sub-Station Charges : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (g) One time lease rent : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (h) Optional Additional Basement Storage : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. mtrs. of Super Area  
 : Rs. \_\_\_\_\_ @ Rs. \_\_\_\_\_ per sq. ft. of Super Area
- (i) Social Club Charges : Rs. 1,00,000/-
- Total Consideration : Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- PAYMENT PLAN OPTION : Down Payment Plan / Installment Linked Payment Plan
4. Payment vide Cheque / DD No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_
5. Acknowledgment / Receipt No. \_\_\_\_\_ dated \_\_\_\_\_
6. Direct Booking/Broker Name \_\_\_\_\_
7. Remarks \_\_\_\_\_
- Account Manager Name \_\_\_\_\_ Signature \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS OF PROVISIONAL ALLOTMENT OF AN APARTMENT AT JAYPEE GREENS, NOIDA

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention to acquire the Said Premises and shall not construe any acceptance of the application by the Company.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

**"Allottee"** means the Applicant(s) who has agreed to abide by these Standard Terms & Conditions and has been provisionally allotted the Said Premises by the Company at Jaypee Greens. The term **"Allottee"** shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns;

**"Applicant"** means a Person who has applied for Provisional Allotment of a unit in Jaypee Greens;

**"Application Form"** shall mean this application form for Provisional Allotment of a unit and attested at appropriate places by the Applicant(s);

**"Common Area"** means area under the common staircases, circulation area, walls, shafts, passages, corridors, lobbies, refuge areas, stilts, common pantries, mummy, machine room, meter room, electric sub-station, common toilets and the like related to the Said Premises;

**"Common Facilities"** means the facilities under D.G.sets/D.G.rooms, water storage tanks its pumping and supply system, sewerage & drainage systems, electric sub-station/transformers/electric panels/distribution network, maintenance service rooms, lawns including lighting & services etc., roads, pathways & driveways including street lighting & services etc., guard posts, fire hydrants & fire fighting system etc. and all such facilities and areas for common use and excluded from the computation of Super Area of the Said Premises;

**"Company"** means Jaiprakash Associates Limited, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Sector – 128, NOIDA 201304 (U.P) and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns;

**"Consideration"** shall be the overall sale consideration of the said premises and shall include the Basic Sales Price (BSP), Car Parking Charges, Preferential Location Charges (PLC), Internal Development Charges (IDC), External Development Charges (EDC), Electric Sub-Station Charges (ESSC), Optional Additional Basement Storage, Social Club Charges and one time "Lease Rent" as described in the Application Form/Provisional Allotment Letter;

**"Earnest Money"** means the amount equal to 10% of Consideration as specified in the Application Form / Provisional Allotment Letter;

**"External Development Charges"** means the charges levied by the Company/JIL for providing common bulk services like main water storage tanks, its pumping system and supply of individual land sector/pockets of Jaypee Greens and similar network of sewerage mains/treatment plant etc. by the Company/JIL within Jaypee Greens;

**"Government Authority"** means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction;

**"Internal Development Charges"** means the charges levied by the Company/JIL for providing Common Facilities and services within the concerned land sector/pockets where the said premises is located within Jaypee Greens by the Company/JIL;

**"Indenture of Conveyance"** shall have the meaning ascribed to it in Clause 2.2 hereof;

**"Jaypee Greens"** shall mean land situated in Sectors 131&133 Noida, U.P. admeasuring approx 472.15 acres, leased by the Yamuna Expressway Industrial Development Authority (YEA) in favour of Jaypee infrastructure ltd.under the lease deeds;

**"JIL"** means Jaypee Infratech Ltd., a public limited company incorporated under the Companies Act, 1956 and having its registered office at Sector – 128, NOIDA 201304 (U.P) and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successor-in-interest and permitted assigns;

**“Law”** means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority, whether in effect as of the date of this Application or thereafter;

**“Lease Deeds”** shall mean and include the following lease deeds:-

- a) Lease deed dated 21st Februray, 2007 in respect of 16.50 acres of land executed between the Taj Expressway Industrial Development Authority and Jaiprakash Associates Limited duly registered with the Sub Registrar, Gautam Budh Nagar, in Book No. 1, Volume No. 1817 at pages 266 at Sl. No. 2555 on 21.02.2007. The said Lease deed was subsequently assigned by the Jaiprakash Associates Limited to Jaypee Infratech Limited vide the assignment deed duly registered with the Sub Registrar, Gautam Budh Nagar, in Book No. 1, Volume No. 2663 at pages 283 to 300 at Sl. No. 13211 on 26.11.2007.
- b) Lease deed dated 3rd July, 2003 in respect of 87.122 acres of land executed between the Taj Expressway Industrial Development Authority and Jaiprakash Industries Limited duly registered with the Sub-Registrar 3rd, NOIDA, Gautam Budh Nagar in Book No. 1/668 at pages 923 -956 at Sl. No. 5634 -5635 on 03.07.2003. The said Lease deed was subsequently assigned by the Jaiprakash Associates Limited to Jaypee Infratech Limited vide the assignment deed duly registered with the Sub Registrar, Gautam Budh Nagar, in Book No. 1, Volume No. 2663 at pages 283 to 300 at Sl. No. 13211 on 26.11.2007.
- c) Lease deed dated 15th Februray, 2008 in respect of 16.457 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub Registrar 3rd, NOIDA, Gautam Budh Nagar, in Book No. 1, Volume No. 2974 at pages 357 to 394 at Sl. No. 1966 on 16.02.2008.
- d) Lease deed dated 15th Februray, 2008 in respect of 148.965 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub Registrar 3rd, NOIDA, Gautam Budh Nagar, in Book No. 1, Volume No. 2974 at pages 309 to 356 at Sl. No. 1965 on 16.02.2008.
- e) Lease deed dated 15th May, 2008 in respect of 164.388 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub Registrar Sadar, NOIDA, Gautam Budh Nagar, in Book No. 1, Volume No. 3320 at pages 275 to 330 at Sl. No. 5851 on 15.05.2008.
- f) Lease Deed dated 15th October 2008 in respect of 8.233 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 4195, Page 399 to 440 Sl. No. 521 on 09.01.2009.
- g) Lease Deed dated 4th March 2009 in respect of 2.496 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar, Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 4806, Page 319 to 348 Sl. No. 8199 on 30.06.2009.
- h) Lease Deed dated 4th March 2009 in respect of 5.421 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar, Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 4806, Page 349 to 376 Sl. No. 8200 on 30.06.2009.
- i) Lease Deed dated 4th March 2009 in respect of 15.995 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar, Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 1618, Page 51 to 100 Sl. No. 1670 on 30.06.2009.
- j) Lease Deed dated 25th May 2009 in respect of 0.50 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 4806, Page 199 to 228 Sl. No. 8195 on 30.06.2009.
- k) Lease Deed dated 25th May 2009 in respect of 1.06 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 4806, Page 229 to 258 Sl. No. 8196 on 30.06.2009.
- l) Lease Deed dated 25th May 2009 in respect of 5.01 acres of land executed between the Yamuna Expressway Industrial Development Authority and Jaypee Infratech Limited duly registered with the Sub-Registrar, Sadar, Gautam Budh Nagar, in Book no. 1, Volume No. 4806, Page 259 to 288 Sl. No. 8197 on 30.06.2009.

**"Leased Lands"** shall mean the properties that are the subject matter of the Lease Deeds;

**"Parties"** shall mean the Company/JIL and the Applicant and "Party" shall refer to anyone of them;

**"Person"** includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, HUF, body corporate, society and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

**"Plan"** includes the plan for construction and development at Jaypee Greens as approved by the appropriate Government Authority, the layout plan, building plan and the location plan of the Said Premises, attached to the Provisional Allotment Letter;

**"Provisional Allotment"** shall mean the provisional allotment of the Said Premises to the Applicant, pursuant to his application to the Company and agreeing to abide by the Standard Terms & Conditions.

**"Provisional Allotment Letter"** A Provisional Allotment letter which may be issued by the Company to the Applicant upon the Applicant making a request for provisional allotment of the Said Premises and agreeing to abide by the Standard Terms & Conditions;

**"Representatives"** shall include the directors, officers, employees, agents, consultants, advisors, or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person;

**"Said Premises"** means the residential Apartment at Jaypee Greens, Noida as provisionally allotted by the Company/ JIL.

**"Standard Terms & Conditions"** shall mean these standard terms & conditions of Provisional Allotment of the Said Premises;

**"Super Area"** means the area under covered area of the Said Premises inclusive of the area under the periphery walls, area under columns and walls within the Said Premises, half of the area of the wall common with other premises adjoining the Said Premises, total area of all balconies, terraces, cupboards, plumbing shafts / lift shafts / electric shafts of the Said Premises and the proportionate share of the Common Areas;

**"Third Party"** means any Person other than the Applicant or the Company/JIL.

## 1.2 Certain Rules of Interpretation

With respect to the provisions herein:

- (a) The descriptive headings of Articles and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions hereof;
- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any Person or Persons or circumstances except as the context otherwise requires;
- (c) Unless otherwise specified, the damages payable by any Party as set forth herein, are intended to be genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same;
- (d) The Schedules and Annexures annexed to these Standard Terms & Conditions form an integral part hereof;
- (e) All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Application Form.

## 2. SCOPE OF THESE STANDARD TERMS & CONDITIONS

- 2.1 These are the preliminary Standard Terms and Conditions governing the Provisional Allotment of the Said Premises by the Company to the Applicant. Mere acceptance of these Standard Terms & Conditions do not vest any right, title and interest in the Said Premises or the Leased Lands to the Applicant / Allottee or any other Person.

The Provisional Allotment of the Said Premises on the basis of an application is entirely at the discretion of the Company and the Company has a right to reject any application without assigning any reason thereof.

2.2 The detailed terms of the transfer of the Said Premises shall be based on the definitive legal document for the transfer of property (hereinafter referred to as **"Indenture of Conveyance"**) and shall include the entire understanding between the Parties relating to the conveyance of the Said Premises to the Applicant / Allottee. The Applicant / Allottee shall have no right, title or interest whatsoever on the said premises either during its construction or after its completion till the execution of Indenture of conveyance by the Jaypee Infratech Ltd. in favour of the Applicant/Allottee.

Provided that the Indenture of Conveyance shall be executed only after the Consideration amount has been received from the Applicant / Allottee alongwith other applicable duties, charges and other payments etc. as due in accordance with Provisional Allotment Letter, the construction of the Said Premises is completed in all respects and subject to the Applicant / Allottee complying with all the provisions hereof.

Provided further that the Indenture of Conveyance shall be executed only when the Said Premises is in a deliverable state after incorporating the Alterations (as defined herein), if any.

2.3 The Applicant agrees that unless an Indenture of Conveyance is executed in favour of the Allottee, the Jaypee Infratech Ltd. shall continue to be the owner of the Said Premises and no payments made pursuant to the Provisional Allotment of the Said Premises to the Allottee, whether pursuant to the Standard Terms & Conditions or otherwise, shall give any Person any lien on the Said Premises until they have complied with all the terms and conditions of the Provisional Allotment and the Indenture of Conveyance has been executed in favour of the Allottee.

2.4 Nothing herein shall be construed to provide the Applicant / Allottee with any right, whether before or after taking possession of the Said Premises or at any time thereafter, to prevent the Company/JIL from

- (i) constructing or continuing with the construction of the other building(s) or other structures in the area adjoining the Said Premises;
- (ii) putting up additional constructions at Jaypee Greens;
- (iii) amending / altering the Plans herein.

2.5 The execution and/or registration of the Indenture of Conveyance shall not absolve the Applicant / Allottee of any of its obligations herein.

### **3. CONSIDERATION**

3.1 The Applicant / Allottee shall make all such payments of Consideration and other charges at such times and as detailed in the Provisional Allotment Letter, without any requirement for the Company to send out any notice or intimation to the Applicant / Allottee. All payments by the Applicant / Allottee are required to be made by demand drafts or by cheques payable at New Delhi.

3.2 The fire safety and other measures have been agreed to be provided as per existing Code / Regulations as on the date hereof. Provided, however, in the event that any further fire safety or other measures are undertaken, as are deemed necessary by the Company or as are required to be undertaken pursuant to the requirements of applicable Law/ Regulations, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Applicant / Allottee.

3.3 In case any new taxes / duties / charges are levied by any Government Authority, the proportionate increase in Consideration/ charges in respect thereof shall also be payable on demand by the Applicant / Allottee.

3.4 In addition to the above, the Applicant / Allottee agrees that in the event there is an enhancement of charges by any Government Authority, or any additional expenses are borne by the Company/JIL for any reason including, inter alia, for providing any peripheral trunk services, Metro Rail etc outside the Jaypee Greens by any Government Authority etc. and upon written intimation by the Company to the Applicant / Allottee of the same, the Applicant / Allottee shall make prompt and due payment of such additional sums within 15 days of such demand by the Company.

### **4. CONVEYANCE OF THE SAID PREMISES**

4.1 Upon execution of the Indenture of Conveyance after completion of the construction, subject to and to the extent permitted by applicable law and the terms of the Lease Deeds, the Applicant / Allottee shall acquire the Said Premises on sub-lease basis, for the Consideration alongwith the undivided, indivisible and impartible proportionate interest (herein after referred to as his "Interest in Land") in the leasehold land underneath the building (as demarcated in plan) in which the Said Premises is located in proportion to the ratio of the Super Area of the Said Premises to the aggregate Super Area of all the residential units in the building in which the Said Premises is located (hereinafter referred to as "the

proportion”).

- 4.2 The Interest in Land shall not be alienable / transferable separately and shall always remain attached to the Said Premises and be a part of Said Premises. Provided, however, that the proportion is subject to change and fluctuation with the construction / removal/demolition of additional floor(s) & / or change in number and size of residential units being constructed / to be constructed (hereinafter referred to as “Construction Changes”) in the particular building.
- 4.3 For the sake of clarity it is stated that nothing herein shall be construed to give the Applicant / Allottee any right to raise any claim against the Company/JIL on account of any such Construction Changes or any right to object to the additional construction or removal thereof.
- 4.4 Notwithstanding that a portion of the Common Area has been considered for the purpose of calculating the Super Area of the Said Premises, only the Said Premises shall be provisionally allotted to the Allottee on the terms herein, & the Allottee shall not have any interest, right or title in the reserved car parking slots (if any) and Common Areas in any manner whatsoever except the right of user as provided herein.

## 5. OBLIGATIONS OF THE APPLICANT / ALLOTTEE

- 5.1 Upon the Company Provisionally allotting the Said Premises to the Applicant on the terms herein, the Applicant agrees to the following, whether before or after possession of the Said Premises is granted to the Applicant / Allottee.
- 5.2 Prior to taking possession of the Said Premises, the Applicant / Allottee shall enter into a separate maintenance agreement (the “**Maintenance Agreement**”) with the Company/JIL or such maintenance agency as may be designated in this regard (the “**Designated Maintenance Agency**”), in the form & substance and within such period as prescribed by the Company, for maintenance of Common Areas and Common Facilities. The Applicant further undertakes to abide by the terms and conditions of the Maintenance Agreement.
- 5.3 Pending executions of the said Maintenance Agreement the Applicant hereby agrees to pay the maintenance and replacement charges (“**Maintenance Charges**”) as may be decided by the Company/JIL or by the Designated Maintenance Agency from time to time in this regard. Pending execution of the said Maintenance Agreement, the Applicant hereby agrees to pay a onetime “**Maintenance Deposit**” and “**Maintenance Charges**” for the first year, before taking possession of the Said Premises. Upon the timely and due payment of regular Maintenance Charges, the Allottee shall have the right to use the Common Areas and Common Facilities for the Said Premises. Provided, however, that it is clarified for the purposes of abundant clarity that the Allottee shall not have the right to use the Common Areas and the Common Facilities till such time the possession of the Said Premises has been taken by the Allottee.
- 5.4 It is stated for the sake of abundant clarity that the Earnest Money constitutes a part of the Consideration and is non refundable except as mentioned herein under clause 5.12 and 9.1.5.
- 5.5 The timely payment of Consideration and other dues, as more particularly described in the Application Form, these Standard Terms and Conditions and Provisional Allotment Letter, is an essential prerequisite to the execution of the Indenture of Conveyance. The Allottee hereby agrees and understands that, notwithstanding anything stated hereinabove, failure of the Allottee to comply with the terms of payment of the Consideration and other dues shall entitle the Company/JIL to terminate the Provisional Allotment, refuse execution of the Indenture of Conveyance and appropriate the Earnest Money. The Company shall, upon cancellation, be free to deal with the Said Premises in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the Earnest Money and the Termination Charge (as defined hereinafter) is refundable to the Allottee by the Company/JIL without any interest thereon in the manner as more particularly described in Clause 9 .1.5, as if the cancellation by the Company/JIL was a cancellation by the Allottee as described in Clause 9.1.5. The terms of this Clause 5.5 should not be construed to prejudice the rights of the Company to take any other actions against the Allottee as it may deem appropriate under applicable Law.
- 5.6 Notwithstanding anything stated herein and without prejudice to the Company’s right to cancel the Provisional Allotment or to refuse execution of the Indenture of Conveyance by JIL, as provided herein, and without, in any manner condoning any delay in payment of Consideration and other dues, the Allottee shall be liable to make payment of interest at the rate of 18% per annum on the outstanding amounts of Consideration and other dues from the due date(s) upto their payment or cancellation of the Provisional Allotment. The payments made by the Allottee shall first be adjusted against the interest and/or any penalty, if any, due from the Allottee to the JIL under the terms herein and the balance available, if any, shall be appropriated against the installment(s) due from the Allottee under the Standard Terms & Conditions and the Provisional Allotment Letter.
- 5.7 The Allottee shall abide by all applicable Laws as may be applicable to the Said Premises including inter alia all regulations, bye-laws, directions and guidelines of the NOIDA framed / issued under provisions of the U. P. Industrial Area Development Act, 1976 and rules made thereunder and the provisions of the Lease Deeds and shall keep the

Company/JIL indemnified, secured and harmless against all costs, consequences and damages, arising on account of non compliance with the said requirements, requisitions and demands.

- 5.8 The Allottee shall do or not do any or all of the acts as more particularly described hereinbelow:
- (a) To do or not to do all such acts as are more particularly described in Schedule 1 herein;
  - (b) To use the Said Premises only for the purpose sanctioned by NOIDA and for no other purpose;
  - (c) To pay, as and when required under applicable Law or demanded by the Company, the stamp duty, registration charges and all other legal, incidental expenses for execution and registration of the Indenture of Conveyance;
  - (d) To sign all such applications, papers and documents and do all such acts, deeds and things as the Company may reasonably require for safe- guarding the interest of the Provisional Allotment of the Said Premises or for securing the interests of the Allottee and/or the Company/JIL, as the case may be;
- 5.9 If on account of any Law, the Company/JIL is prevented from completing the construction of the Said Premises or if the Company/JIL is prevented from delivering possession thereof to the Allottee, on account of any action by any Third Party, or Governmental Authority, then it is in the sole and entire discretion of the Company/JIL to challenge the validity, applicability and/or the efficacy of such Law and challenge the action by the Third Party (the **"Said Case"**).
- 5.10 The Earnest Money and other advance payments made to the JIL cannot be withdrawn or claimed from the Company/JIL till the final determination of the Said Case.
- 5.11 In the event of the Company/JIL being successful in the Said Case, the Allottee shall be entitled to execution of an Indenture of Conveyance as provided herein and delivery and possession of the Said Premises in accordance with the terms herein.
- 5.12 In the event the Company/JIL is unsuccessful in the Said Case, and the impugned Law is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title to the Said Premises, the Company/JIL shall upon the judgment becoming final, absolute and binding upon the Company/JIL, pay to the Applicant / Allottee, the amount of Earnest Money and other payment as had been received from the Applicant / Allottee, without any interest or compensation whatsoever, within such time and in such manner as may be decided by the Company/JIL which shall be final and binding.
- 5.13 The Applicant hereby covenants with the Company to pay from time to time and at all times the amounts which the Applicant is liable to pay as per the Application Form and as specified in the Provisional Allotment Letter and to observe and perform all the covenants and conditions contained herein, and to keep to the Company/JIL and its Representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Applicant herein;
  - (ii) any other conduct by the Applicant or any of its Representatives as a result of which, in whole or in part, the Company/JIL or any of its Representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
  - (iii) any action undertaken by the Applicant, or any failure to act by the Applicant when such action or failure to act is a breach of the Terms & Conditions herein;
  - (iv) any action or proceedings taken against the Company/JIL in connection with any such contravention or alleged contravention by the Applicant.

## **6. REPRESENTATIONS AND WARRANTIES OF THE APPLICANT**

- 6.1 The Applicant has applied for Provisional Allotment of the Said Premises after satisfying himself that he has understood and appreciated the content and the implications of the laws applicable to Jaypee Greens and the Said Premises.
- 6.2 The Applicant has inspected the site, the Plans, ownership records, the Lease Deeds, other documents relating to the title and all other details of the Said Premises that the Applicant considers relevant for the transaction contemplated herein. The Applicant has satisfied himself about the right, title and capacity of the Company/JIL to deal with the Said Premises and Jaypee Greens and has understood all the limitations and obligations thereof.

- 6.3 The Consideration for the Said Premises and other charges are based on the Super Area of the Said Premises and shall be paid by the Applicant in accordance with the terms herein.
- 6.4 The Applicant has all necessary power, authority and capacity to bind itself to these Standard Terms and Conditions and to perform his obligations herein.
- 6.5 The Applicant acknowledges and understands that the Said Premises is located near, adjacent to or borders upon a golfing or other sports facility and that construction, post-construction and normal operational activities on such golfing or other sports facility may be different from those normally associated with a residential neighborhood with normal playgrounds, parks, etc. Therefore, the Applicant shall not object to and shall not interfere, in any way, with the establishment, construction, development and operation of such golfing or other sports facility and / or residential, commercial, recreational and other developments / activities as may, from time to time be undertaken by the Company/JIL or other Persons permitted to enjoy the facilities at Jaypee Greens. This includes but shall not be limited to entering upon Jaypee Greens by the Company/JIL or other Persons permitted to enjoy the facilities at Jaypee Greens as may be required for the purpose of construction and/or development of such golfing or other sports facility and/or residential, commercial, institutional, recreational and other developments undertaken by the Company/JIL at Jaypee Greens.
- 6.6 The Company/JIL is and shall continue to be entitled to construct and / or install such other things as may be required for the development, operation and maintenance of Jaypee Greens including but not limited to sidewalks, pavements, sewers, water mains and other services and local improvements, as may from time to time be deemed necessary by the Company/JIL and/or the Maintenance Agency.
- 6.7 The Applicant confirms that the Applicant is aware of the inherent risks and hazards involved in occupation of a residential property located on or about a golfing or other sports facility etc. and agrees not to hold the Company/JIL and / or any of its employees, representatives, agents, player(s) at the golfing or other sports facility responsible for any damage and / or injury, of whatsoever nature, which may be caused by a flying golfing ball or otherwise to his person and / or to his property and / or to the person and / or property of any of his co-inhabitant(s) and /or any of his / their guest(s) at Jaypee Greens.
- The Applicant further agrees and undertakes to indemnify and keep the Company/JIL, its employees, representatives, agents, players, etc. indemnified against any action whatsoever which may be brought against them by his co-inhabitant(s) and / or his guest(s) or his co-inhabitant(s) guest within Jaypee Greens area for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying golfing ball(s) or otherwise.
- 6.8 The Applicant has seen the Plans and has been made aware of and accepts that the Plans, Super Area, specifications as more particularly described in the Application Form, brochures etc. are tentative and that there may be variations, deletions, additions, alterations made either by the Company/JIL as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, including change in the position / location of the Said Premises, change in the number of units, change in its dimensions, change in the height of the building, change in its Super Area, and the Applicant shall have no right to object to such variations, additions, deletions, alterations and modifications as aforesaid (the "**Alterations**"). The Super Area of the Said Premises and consequently the Consideration amount may be increased on account of such Alterations and the Applicant shall pay without demur such increased amount of Consideration at such times as may be required by the Company. In the event that the Consideration amount is decreased pursuant to such Alterations, the excess amounts, if any, paid by the Applicant shall be refunded by the JIL without interest.
- Provided further that any changes as a result of the Alterations or otherwise shall not be construed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Super Area (based on "As-Built" plans) of the Said Premises pursuant to Alterations or otherwise shall be payable or refundable without any interest on a pro rata basis or at the agreed rate as may be more specifically described in the Provisional Allotment Letter and that the other charges as specified herein will be applicable for the changed area at the same rate as indicated in the Provisional Allotment Letter.
- 6.9 The Applicant understands that the JIL have the right to raise finance from any Bank/ Financial Institution/ Body Corporate and for this purpose it can create mortgage or charge or hypothecation on the Leased Land and the construction thereon in process or on the completed construction, in favour of one or more such institutions. However, the Company/JIL will ensure that any such charge, if created, is vacated before execution of the Indenture of Conveyance of the said premises in favour of the Applicant / Allottee.
- 6.10 The JIL reserves the right to transfer / assign the Leased Land in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s), whether incorporated or not, association or agency by way of sale/disposal or any other arrangement as may be decided by the JIL in its sole discretion and the Applicant agrees that he/she shall not raise any objection in this regard.

## 7. OBLIGATIONS OF THE COMPANY/JIL



- 7.1 The Company/JIL shall make best efforts to deliver possession of the Said Premises to the Applicant within the period more specifically described in the Provisional Allotment Letter with a further grace period of 90 (ninety) days. If the completion of the Said Premises is delayed by reason of non-availability or scarcity of steel and / or cement and/ or other building materials and/or water supply and/ or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason beyond the control of the Company (hereinafter referred to as **"Force Majeure Events"** and each individual event referred to as a **"Force Majeure Event"**), the Company/JIL shall be entitled to a reasonable extension of time for delivery of possession of the Said Premises.
- 7.2 Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/loss of profit or consequential losses against the Company/JIL on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company/JIL. If, however, the Company/JIL fails to deliver possession of the Said Premises within the stipulated period as mentioned here in above, and within the further grace period of 90 (ninety) days thereafter, the Applicant shall be entitled to a discount in Consideration for delay thereafter @ Rs.5/- per sq. ft. (Rs.54/- per.sq.mtr) per month for the Super Area of the Said Premises (**"Rebate"**). The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time delay for the delivery of possession of the Said Premises.
- 7.3 Such a Rebate in the Consideration shall be given by the JIL to the Applicant at the time of execution of Indenture of Conveyance.
- 7.4 The Applicant hereby agrees that if the Applicant has at any time defaulted in making timely payment of any installment for Consideration, or has not made due payment of the Consideration and other charges for the Said Premises, no such Rebate shall be given by the JIL.
- 7.5 In the event that a Force Majeure Event occurs, the Company/JIL has the right to alter the terms and conditions of Provisional Allotment of the Said Premises as stated herein or if the Force Majeure Events so warrant, the Company may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Company hereunder.
- 7.6 It is hereby clarified that the total construction period as stipulated in Clause 7.1 herein shall stand automatically extended, without any further act or deed on the part of the Company/JIL, by the period during which a Force Majeure Event occurs. Provided that the Company/JIL shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.
- 7.7 The Applicant shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of land, open spaces & all or any of the Common Areas/Facilities etc. which shall remain the property of the JIL. The JIL can, as per applicable laws, transfer and assign the Common Areas/Facilities to a body or association of owners of units of Jaypee Greens or their co-operative society. The Applicant shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the Common Areas/Facilities and to any area which is not specifically sold or allotted or transferred to the Applicant.
- 7.8 Subject to the terms and conditions of the Lease Deeds, the JIL has the right to hold the Leased Lands with their appurtenances for such term as is specified in the respective Lease Deeds.
- 7.9 That JIL has paid the applicable lease rent till date and shall pay the applicable lease rent for the entire lease period.

## 8. MISCELLANEOUS OBLIGATIONS

The following is agreed to by the Applicant:

- 8.1 As and when the Said Premises is ready for possession in accordance with the terms specified herein, the Company shall issue a notice of offer of possession (the **"Notice of Possession"**) calling upon the Applicant to take possession of the Said Premises after paying stamp duty, registration charges and other legal, incidental expenses in respect of the Indenture of Conveyance and upon the payment of the entire Consideration, other dues and Maintenance Deposit/ Advance / Charges in accordance with the Provisional Allotment Letter and the terms herein. Within thirty days of the date of dispatch of the Notice of Possession the Applicant shall be liable to take physical possession of the Said Premises after making the entire balance payment and execution of the Maintenance Agreement on the terms mentioned herein. If, for any reason, the Applicant fails and neglects or delays or is not ready or willing to take possession of the Said Premises, the Applicant shall be deemed to have taken possession of the Said Premises at the expiry of thirty days from the date of dispatch of the Notice of Possession by the Company. In this event the Said Premises shall be at the risk and cost of the Applicant and the Applicant shall be further liable to pay holding charges @ Rs.5/- per sq. ft. (Rs.54/- per. sq.mtr) per month for the Super Area of the Said Premises (the **"Holding Charges"**). Notwithstanding

anything stated hereinabove, upon expiry of a period of 90 days from the date of dispatch of the Notice of Possession, the Company/JIL shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the Provisional Allotment and refund the payments received from the Applicant in accordance with the terms of these Standard Terms & Conditions. The Applicant agrees not to question the decision of the Company in postponing the cancellation beyond 90 days from the date of dispatch of the Notice of Possession.

The Company may, however, at its sole discretion, restore the Provisional Allotment by levying the Holding Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Applicant shall also be liable to pay proportionate Maintenance Charges in respect of the Said Premises from the expiry of 30 days from the dispatch of the Notice of Possession till such time he takes possession of the Said Premises.

- 8.2 The Company/JIL or the Designated Maintenance Agency shall be entitled to access the Said Premises at such time as is fixed by the JIL or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Areas and Common Facilities and related equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the Said Premises and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the JIL or the Designated Maintenance Agency shall endeavor to restore the walls / floor of the Said Premises in the same condition in which they were earlier, after carrying out the repair and / or service work.
- 8.3 It shall be the obligation of the Applicant to get the Said Premises comprehensively insured at his own cost and expense after taking over physical possession of the Said Premises.

## **9. DEFAULT, CONSEQUENCES OF DEFAULT, TERMINATION AND CONSEQUENCES OF TERMINATION**

### **9.1 Default**

- 9.1.1 In the event of breach or default by the Applicant / Allottee of any of the covenants contained herein, ("Default"), the Company may issue a notice calling upon the Applicant / Allottee to rectify the Default within a period of 30 days from the date of the notice ("Notice Period"). The Applicant / Allottee, immediately upon notice of such Default, shall be under an obligation to rectify/remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach of default by a written notice (by registered Post).
- 9.1.2 In the event that in the judgment of the Company, the Default is not cured within the Notice Period, the Company may, without prejudice to any other legal remedy which the Company may have in Law, equity or contract, in its sole discretion, cancel the Provisional Allotment in accordance with the provisions hereof. Upon such cancellation, the Applicant / Allottee shall be liable to pay the JIL the sums mentioned in Clause 9.1.5 hereinbelow, as if the cancellation was a cancellation by the Applicant / Allottee under the terms of Clause 9.1.5. The Applicant / Allottee shall not have any lien or any other right on the Said Premises, nor should anything herein or elsewhere be construed to entitle the Applicant / Allottee to obstruct, prevent, injunct or restrain the Company/JIL from making a fresh Provisional Allotment in respect of the Said Premises to any Third Party after cancellation of the Provisional Allotment, or to restrict, prevent or injunct any cancellation of the Provisional Allotment.

Provided, however, that the Company/JIL may, at its sole discretion, condone the Default and restore the Provisional Allotment by levying such damages, charges, fee, etc. as the Company/JIL may decide at its sole discretion.

Provided further that where a charge or fee or any other sum of money for the condonation of any Default has been prescribed hereunder, the Company/JIL shall be at liberty to condone the Default by levying such charge or fee or such sum of money as may be prescribed herein. The levy of any such damages, charges, fee, etc. shall be without prejudice to the rights of the Company/JIL to demand specific performance of such obligations hereunder or to take appropriate legal action.

- 9.1.3 Failure of the Company/JIL to exercise promptly any right herein granted or to require specific performance of any obligation undertaken herein by the Applicant / Allottee, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any or all obligations herein undertaken by the Applicant / Allottee.
- 9.1.4 The termination of the Provisional Allotment pursuant to Clause 9.1.2 hereof shall be effected by the Company giving 30 (thirty) Days prior written notice of such termination to the Allottee. If the Provisional Allotment so terminates, it shall become null and void and have no further force or effect, except as provided in Clause 9.2 (a) hereof.
- 9.1.5 (a) The Applicant / Allottee shall be entitled to cancel the Provisional Allotment only on default of the Company/JIL to deliver up the Said Premises on payment of full Consideration and other dues in accordance with the terms herein and Provisional Allotment Letter. In such an event and upon the request of the Applicant/Allottee, the JIL shall refund, without any interest or Compensation whatsoever, the entire amount, including Earnest Money, as had been received from the Applicant/Allottee.

- (b) If the Applicant / Allottee, for any other reason, requests the Company to cancel the Provisional Allotment in his favour, the Company may in its sole discretion permit such cancellation provided that the Applicant / Allottee compensates the Company/JIL for any loss caused on account of substituting another Applicant / Allottee in his/its/her place and stead ("**Termination Charge**"). The Termination Charge shall not include Earnest Money. In such cases, the Earnest money shall not be refunded.
- (c) Notwithstanding anything stated hereinabove, in the event the Provisional Allotment is terminated by the Company under the terms of clause 5.5 or Clause 9.1.5(b) herein the entire amount of Earnest Money shall be forfeited by JIL. The balance installments paid by the Applicant in accordance with the terms hereof shall first be used to satisfy the Termination Charge, which shall include and in any event not be less than the interest amounts set forth in Clause 5.6 herein, and the rest of the payments shall be refunded to the Applicant without interest.

9.2 Consequences of Termination

If the Provisional Allotment is terminated pursuant to Clauses 5.5, 9.1.2 or 9.1.5 hereinabove, all obligations of the Company/JIL and the Applicant / Allottee hereunder, under the Application Form and the Provisional Allotment Letter shall automatically terminate with no further act or conduct being necessary or required on the part of either the Applicant or the Company/JIL, or any liability attaching to either the Applicant or the Company/ JIL, and each of the Parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in such case:

- (a) such termination shall not constitute a waiver by either the Applicant or the Company/ JIL of any obligation that shall survive such termination including inter alia Clauses 5.5, 5.6,5.13, 6.7, 9.1.2, 9.1.5, 10.1, 10.6, 10.9 and this Clause 9.2;
- (b) such termination shall not constitute a waiver by either the Applicant or the Company/ JIL of any claim it may have for actual damages caused by reason of, or relieve either the Applicant or the Company/ JIL from liability for, any breach of these Terms & Conditions prior to termination under Clauses 5.5,9.1.2 or 9.1.5 herein;
- (c) If the Provisional Allotment is terminated by the Company under Clauses 5.5, 9.1.2 or 9.1.5 the Applicant / Allottee shall be liable to pay the sums or get the refunds only under Clauses 9.1.5 herein.

10. MISCELLANEOUS

10.1 **Notice:** All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered Post at the address(es) specified hereinabove and it shall be the responsibility of the Applicant to inform the Company by a Registered 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 Applicant shall be fully liable for any default in payment and other consequences that may accrue therefrom.

In the event that there are joint Applicants, all communications and notices shall be sent by the Company to the first Applicant at the address given by him in the Application Form, which shall for all purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s). All notices and other communication required to be sent by the Applicant to the Company shall be sent by the Applicant to the registered office of the Company as specified in the definition of the term "**Company**" in these Standard Terms and Conditions.

The Company shall notify any change in the registered office address to the Applicant.

10.2 **Assignment:** All Assignments of the Provisional Allotment by the Applicant to any Person (the "**Proposed Transferee**"), shall require prior written consent of the Company, which the Company may give on such terms and conditions including inter alia those relating to payment of prevailing administrative charges ("**Administrative Charges**") for permitting such substitution and the Company's right to terminate the Provisional Allotment .

The Company shall permit such assignment or nomination after all the dues under the terms of Provisional Allotment as well as the said Administrative Charges are paid for in full. No Administrative Charges shall, however, be payable in the case of succession to the legal heirs of the Allottee. The Proposed Transferee shall be bound by the Standard Terms & Conditions and shall furnish an undertaking to that effect.

10.3 **Foreign Applicant:** The Applicant, if resident outside India or if not an Indian national or citizen, shall be solely responsible to comply with the necessary formalities as laid down in any law for remittance of payment(s) and for acquisition of the immovable property in India. The Applicant shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.

10.4 In case the Applicant / Allottee desires to transfer the Said Premises to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method after execution of Indenture of Conveyance the Proposed Transferee may have to pay to the YEA/NOIDA subsequent sales transfer charges ("**Transfer Charge**"), if any.

Notwithstanding anything contained in this clause, the Applicant / Allottee shall pay all expenses, Administrative Charges, fees and any other dues payable to the JIL, whether required hereunder or under any subsequent agreement, prior to applying for transfer of the Said Premises to the Proposed Transferee by way of sale, mortgage, lease, license or by any other method.

10.5 The Application Form, these Standard Terms & Conditions and the Letter of Provisional Allotment (hereinafter collectively referred to as the "**Documents of Allotment**") shall constitute the entire terms & conditions with respect to the Provisional Allotment of the Said Premises to the Applicant and supersede all prior discussions and arrangements whether written or oral, if any, between the Company/ JIL and the Applicant relating to the terms covered herein. No amendment to these Standard Terms & Conditions shall be valid or binding unless set forth in writing and duly executed by the Company/JIL and the Applicant. No waiver of any breach of any provision hereof shall be effective or binding unless made in writing and signed either by the Company/ JIL or the Applicant purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

10.6 **Governing Law and Jurisdiction:** The Provisional Allotment shall be governed and interpreted by and construed in accordance with the Laws of India, without giving effect, if applicable, to the principles of conflict of laws, thereof or there under and subject to the provisions of Clause 10.9 hereof, the Courts at Gautam Budh Nagar, U.P., India shall have jurisdiction over all matters arising out of or relating to this Provisional Allotment.

10.7 **Severability:** If any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

10.8 **Rights of Third Parties:** Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any Person, other than the Company/ JIL and the Applicant any rights or remedies under or by reason of this Provisional Allotment or any transaction contemplated herein.

10.9 **Dispute Resolution:** Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Company/ JIL and the Applicant. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration of a person nominated for the purpose by the Chairman of the Company. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Applicant hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the arbitration shall be New Delhi, India.

It is hereby clarified that during the arbitration proceedings, the Company and the Applicant shall continue to perform their respective rights under the Provisional Allotment.

10.10 **Overriding Effect:** In the event of any inconsistency between the Documents of Allotment and any other document, instrument or agreement delivered in connection with the transactions contemplated hereby, the Documents of Allotment shall prevail.

I/We hereby irrevocably accept and agree to abide by the aforesaid Standard Terms & Conditions.

Date \_\_\_\_\_

Signature (s) of Applicant (s)

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

## SCHEDULE-1

The Applicant / Allottee agrees to do or not to do all or any of the following acts:

1. Not to use the Said Premises for the purpose of any trade, business, employment, service or manufacture of any description, nor as a hotel Apartment, rooming house or place of public resort, nor for any other purpose other than as private residence for the use of one family only to each dwelling unit, nor shall anything be done or permitted upon the Said Premises/Leased Lands that shall be a nuisance to the occupants of any neighboring property.
2. Without prior written permission from the Company/ JIL, not to erect or permit to be erected any tents, trailers, shacks, tanks or temporary or accessory buildings or structures.
3. Without prior written permission from the Company/ JIL, not to fix or place to the exterior of the Said Premises, any aerial, antenna, antenna poles/masts, citizen/amateur bond antenna.
4. Not to place or affix any clothes line, drying rack or similar device at such a position so that the same is visible from any road, golfing/garden facility or to public view.
5. Not to use any portion of the Said Premises which is visible from outside, as a drying or hanging area for laundry of any kind.
6. To maintain all open areas within the Said Premises, etc. as lawns or landscape areas with underground sprinkler systems.
7. Not to do anything or maintain in or outside the Said Premises or the common areas, anything which may become unsightly or a nuisance to Jaypee Greens. In the event of a dispute, the decision of Head of Operations of Jaypee Greens shall be final & binding.
8. Not to display any signage to public view on or outside the Said Premises, except one name plaque at the main entrance in colour & of dimensions as may be prescribed by the Company/ JIL from time to time.
9. Not to permit growth or maintenance of any weeds or other unsightly growth upon any residential unit and not to place or allow to be placed in public view in the Said Premises or Outside, any refuse or unsightly object.
10. To maintain or cause to be maintained, the Said Premises, structures thereon, improvements, appurtenances, etc. in a safe, clean, orderly, painted and attractive condition. To ensure that all lawns, landscaping and sprinkler systems, etc. are installed and maintained in a neat & orderly condition.
11. Without prior written permission of the Company/ JIL, not to erect, maintain or use on the Said Premises or common area(s), any coloured basketball board or other similar recreational equipment, either permanent or temporary.
12. Without prior written permission of the Company/ JIL, not to permanently enclose or convert to other use any driveways, parking lots, etc.
13. Without prior written permission of the Company/ JIL and the applicable Governmental Authorities, not to cut down or remove a living tree. If any such tree is cut down, destroyed or removed, the same shall be replaced at the cost and expense of the Applicant.
14. Not to keep or permit keeping in the driveway area of the Said Premises, any trash, garbage or other waste materials. To ensure that all waste shall be kept in garbage bins, which shall be kept in a neat condition & screened from public view. The garbage bins may not be placed outside the driveway area of any residential unit except for a reasonable period for the garbage pickup to be accomplished. To ensure that all trash, garbage & their containers are animal proof.

15. Not to raise, breed or keep in the Said Premises, any animal, livestock or poultry of any kind, except normal domesticated household pets like dogs or cats. To ensure that the pets are leashed at all times while on any area outside the Said Premises. Pets shall not be permitted on such areas as may be notified from time to time. Each pet owner shall be responsible for the removal & disposal of their Pets' body waste. Any pet, which becomes a reasonable source of annoyance to other residents at Jaypee Greens, may be ordered to be removed by the Company/ JIL and the Applicant confirms that he shall have no objection to such removal. No reptiles, amphibians or livestock may be kept in or on any Said Premises.
16. Not to increase the Said Premises in size by filling in any water retention/lakes/drainage open area on which it abuts. The Applicant shall not change or attempt to change the designs & the dimensions of these water retention/lakes/drainage open areas.
17. To ensure that all utility lines & wirings, including but not limited to, electrical lines, cable television lines, telephone lines, water & sewerage located within the Said Premises shall be located underground.
18. No residential unit may be split or subdivided in any manner by a residential unit owner, and a conveyance by residential unit owner must include the entire lot.
19. No commercial vehicles, trailers or other motor vehicles, except four wheeled passenger automobiles, non-commercial vans shall be placed, parked or stored in the Said Premises or in the common uses areas unless said vehicle is necessary in the actual construction or repair of a structure or ground maintenance.
20. Not to operate motorboats in or upon any ponds or watercourses located at Jaypee Greens or take any action that may be harmful to the environment.

The Applicant(s) agrees that the Company/ JIL may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions so long as their substantial character is maintained.

Signature (s) of Applicant (s)

## **DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM**

### **Resident of India:**

- o Copy of PAN card

### **Partnership Firm:**

- o Copy of PAN card of the partnership firm.
- o Copy of partnership deed
- o In case of one of the partners has signed the documents, an authority letter from the other partners authorizing the said person to act on behalf of the firm.

### **Private Limited & Limited Company:**

- o Copy of PAN card of the company.
- o Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary / Director of the Company.
- o Board resolution authorizing the signatory of the application form to buy property on behalf of the company duly authenticated by any other Director of the Company.

### **Hindu Undivided Family (HUF):**

- o Copy of PAN card of HUF.
- o Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF.

### **NRI / Foreign National of Indian Origin:**

- o Copy of the individual's Passport
- o In case of demand draft (DD), the confirmation from the banker stating that the DD has been prepared from the proceeds of NRE / NRO account of the Applicant.
- o In case of cheque, all payments should be received from the NRE / NRO / FCNR account of the customer only or foreign exchange remittance from abroad and not from the account of any third party.

**Note: 3 passport size photographs of the applicant(s) required in all cases.**



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