

# Application Form



JAYPEE GREENS

*Another Place . Another World .*

**GREATER NOIDA**

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

To  
Jaiprakash Associates Limited  
G-Block, Surajpur Kasna Road,  
Greater Noida City - 210306  
Uttar Pradesh  
India

**SUB: APPLICATION FORM FOR ALLOTMENT OF AN APARTMENT AT JAYPEE GREENS, GREATER NOIDA (U.P)**

Dear Sirs,

I/We ("the **Applicant**") wish to apply for the Allotment of an Apartment as more specifically described under Para 3 of the enclosed Application Form ("the **Said Premises**") situated at Jaypee Greens, G-Block, Surajpur Kasna Road, Greater Noida, Uttar Pradesh ("**Jaypee Greens**") as per 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 money towards Allotment of the Said Premises at Jaypee Greens, Greater Noida.

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 Allotment as attached herewith.

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully,

Signature (s) of Applicant (s)

**GENERAL PARTICULARS**

**Please Note:**

- 1. 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 is liable to be rejected.
- 2. In case of more than two joint Applicants similar details of all the remaining Applicants be attached.
- 3. A copy of PAN card, address proof and other documents pertaining to all the Applicants be attached.

**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/Incorporation \_\_\_\_\_

Income Tax Permanent Account Number \_\_\_\_\_ Place where assessed to Income Tax \_\_\_\_\_

Address (Residential for individuals and Registered for other entities) \_\_\_\_\_

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

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

Bank Details : Bank Name and address : \_\_\_\_\_

Account No. \_\_\_\_\_

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

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

**1. 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/Incorporation \_\_\_\_\_

Income Tax Permanent Account Number \_\_\_\_\_ Place where assessed to Income Tax \_\_\_\_\_

Address (Residential for individuals and Registered for other entities) \_\_\_\_\_

\_\_\_\_\_

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

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



\_\_\_\_\_

Signature of Second Applicant

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

Unit Applied For \_\_\_\_\_

Covered Area : \_\_\_\_\_ sq.mtrs (approx) \_\_\_\_\_ sq.ft (approx.)

Super Area: \_\_\_\_\_ sq. mtrs. (approx.) \_\_\_\_\_ sq. ft. (approx.)

**4. PAYMENT OF APPLICATION MONEY**

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

Bank \_\_\_\_\_ Amount \_\_\_\_\_

**5. SALE CONSIDERATION**

a) Basic Sale Price : Rs. \_\_\_\_\_

b) Additional Charges, if any : Rs. \_\_\_\_\_

Total : Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

**6. EARNEST MONEY (10% of total Sale Consideration)**

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

**7 PAYMENT PLAN OPTION**

Please indicate your payment option (✓)

A Installment Linked Payment Plan

B Down Payment Plan

Signature(s) of Applicant(s)

**8. DELIVERY PERIOD.**

The possession of the Said Premises is expected to be offered within \_\_\_\_\_ months from the date of Allotment.

**9. The Allottee shall also pay towards maintenance, the following to the Company upon offer of possession of the Said Premises :**

(a) MAINTENANCE DEPOSIT (Refundable) : The interest free Maintenance Deposit @ Rs.808/- per sq.mtr (Rs.75/- per sq.ft) of Super Area.

(b) MAINTENANCE ADVANCE : The Maintenance Advance alongwith Service Tax thereon towards estimated Maintenance Charges for 1<sup>st</sup> year which shall be adjusted against the maintenance charges due in the 1<sup>st</sup> year.

**10. SOCIAL CLUB CHARGES**

The Social Club charges along with subscription charges for the first one year and Service Tax as applicable thereon shall be payable by the Applicant as under upon offer of possession of the Said Premises, (if applicable).

a) Membership Fee	:	Rs. _____
b) 1 <sup>st</sup> year Subscription Charges	:	Rs. _____
Total	:	Rs. _____

**11. LIMITED COMMON AREAS**

a) Reserved Car Parking slots: \_\_\_\_\_

b) Reserved Storage slots : \_\_\_\_\_

Signature(s) of Applicant(s)

**12. BROKER DETAILS**

In case the application for allotment is made by the applicant through his agent (broker) the name of the broker be mentioned here. If not, please mention "Direct".

\_\_\_\_\_

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

**Note:** Payments to be made only through A/c Payee Cheque (s) / Demand Draft (s) drawn in favour of "JAYPEE GREENS (A DIVISION OF JAIPRAKASH ASSOCIATES LIMITED)" payable at New Delhi/NOIDA.

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours faithfully,

Signature (s) of Applicant (s)

### UNDERTAKING

1. I/ We, subject to the acceptance by the Company of my/our application for the Said Premises, undertake to abide by the terms and conditions of Allotment as laid down in the Standard Terms and Conditions enclosed herewith and as prescribed by Jaiprakash Associates Ltd. (**Company**) from time to time.
2. In the event of the Company agreeing to allot the Said Premises to me / us, I/we agree to pay further Sale Consideration and all other dues as stipulated in the Application Form / Allotment Letter / the payment plan in accordance with the Standard Terms and Conditions failing which the Company may cancel the Allotment and forfeit the Earnest Money paid by me/us.
3. I/We have clearly understood that notwithstanding the fact that the Company may have issued an acknowledgment of having received my/our application and / or application money, I/we do not become entitled to claim any right of Allotment of the Said Premises.
4. I/We am/are aware that the Company has been allotted the land and is seized and possessed of leasehold interest in plots of land measuring in aggregate approx. 452.26 acres, through various lease deeds ("**Lease Deeds**") executed between the Greater Noida Industrial Development Authority ("**GNIDA**") and the Company and I/we understand that the enjoyment of the Said Premises is subject to the terms of the Lease Deeds.
5. I/We have seen and understood the scheme of development, plans and other documents pertaining to Jaypee Greens, Greater Noida and I/we also agree to abide by all the terms and conditions of GNIDA or any other related statutory/ civic authority.
6. I/We undertake that I/we shall execute the instrument for transfer of rights, title and interest in the Said Premises as prescribed by law from the Company in my / our favour and in the form, substance and manner and within such period as prescribed by the Company.
7. I/We understand that I/we have all the rights to decide to send my/our request for allotment of the Said Premises either directly to the Company or through my/our agent (Broker). I/We also understand and undertake that in case I/we exercise my/our such right and decide to send the application for allotment of the Said Premises through any of my/our agent (Broker), then I/we shall keep all terms between me/us and my/our agent (Broker) strictly bilateral without any involvement of the Company.
8. I/We the Applicant(s) do hereby declare that my/our application for Allotment of Said Premises to the Company is valid for 60 days from the date of this Application, and that the above particulars/information given by me/us are true and correct to the best of my/our knowledge. In case the Allotment is not made by the Company within the aforesaid 60 days, I/we the Applicants will be entitled to refund of the Application Money upon a written request made to the Company either on (a) the expiry of the 60 days period as aforesaid; or (b) written rejection by the Company of my/our Application for Allotment, whichever is earlier.
9. I/We also declare that refund of any money at any stage, by Company to me/us shall be made by Cheque/DD drawn in favour of the Sole/First Applicant and payable into the bank account mentioned in the Application Form. I/we undertake that any money refunded by the Company in the above manner shall be construed as my/our acceptance of the same.

Date \_\_\_\_\_

Place \_\_\_\_\_

Yours Faithfully

Signature(s) of Applicant(s)

**FOR OFFICE USE ONLY**

1. ACCEPTED / REJECTED Approval Ref. No. \_\_\_\_\_

2. Unit Applied for \_\_\_\_\_ Number \_\_\_\_\_

3. Covered Area: \_\_\_\_\_ sq. mtrs. (approx.) \_\_\_\_\_ sq. ft. (approx.)

4. Super Area : \_\_\_\_\_ sq.mtrs (approx) \_\_\_\_\_ (sq.ft (approx)

5. Sale Consideration:

Basic Sale Price : Rs. \_\_\_\_\_

Additional Charges, if any : Rs. \_\_\_\_\_

Total : Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only\_)

PAYMENT PLAN OPTION: Installment Linked Payment Plan/Down Payment Plan

6. LIMITED COMMON AREAS

a) Reserved Car Parking slots: \_\_\_\_\_

b) Reserved Storage slots: \_\_\_\_\_

7. Payment vide Cheque / DD No \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_

8. Acknowledgment / Receipt no. \_\_\_\_\_ dated \_\_\_\_\_

9. Direct Booking/ Broker Name \_\_\_\_\_

10. Remarks \_\_\_\_\_

Account Manager Name \_\_\_\_\_ Signature \_\_\_\_\_



## STANDARD TERMS AND CONDITIONS OF ALLOTMENT OF AN APARTMENT AT JAYPEE GREENS, GREATER 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. Further, the undertakings contained in the Application Form also form part of these Standard Terms and Conditions mentioned hereunder.

### 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 allotted the Said Premises by the Company at Jaypee Greens, Greater Noida. The term "Allottee" shall, unless repugnant to the context or meaning thereof be construed to mean and include his/their, successors, executors and assigns;

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

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

**"Application Form"** means this application form for Allotment of a unit at Jaypee Greens, Greater Noida.

**"Common Area"** means area under the entrance/exit/drive ways, common staircases, lift lobbies, circulation area, lift/plumbing/electrical shafts on each floor, passages, corridors, lobbies, pump room, blower room, service floor, service/maintenance areas, refuge areas, stilts, canopy, covered porch, common pantries, mummy, machine room, meter room, electric sub-station, common toilets, underground water tank(s), overhead water tank(s) etc. and other common use areas within the building(s) for a particular project;

**"Common Areas & Facilities"** shall include the land on which the building in which the Said Premises is situated, Common Area, common services such as internal roads, parks, gardens, walking areas, any other open areas within the Subject Land of the Project.

**"Covered Area"** means exclusive area of the Said Premises including (a) total area under the periphery walls, columns, balconies, cupboards, shafts at each floor and (b) 50% area of exclusive open-to-sky terraces and walls common with other premises adjoining 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;

**"Earnest Money"** means the amount equal to 10% of Sale Consideration as specified in the Application Form and Allotment Letter and forms part of the Sale Consideration;

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

**"Independent Areas"** means the areas within the Subject Land which are not included in the Common Areas and the Limited Common Areas and may be dealt with by the Company without any interference of any Apartment Owner/ Applicant/ Allottee.

**"Jaypee Greens,"** means the land situated in G-Block, Surajpur Kasna Road, Greater Noida admeasuring approx. 452.26 acres, leased by the Greater Noida Industrial Development Authority ("GNIDA") in favour of the Company;

**"Lease Deeds"** mean and include the following lease deeds:-

- a. Lease Deed dated 8<sup>th</sup> June, 2000 in respect of 222.42 acres of land executed between GNIDA and M/s Mussorie Hotels Limited (now known as Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1019-1052 at Sl. No. 2937-2936 on 08-06.2000;
- b. Lease Deed dated 8<sup>th</sup> June, 2000 in respect of 215.38 acres of land executed between GNIDA and M/s Mussorie Hotels Limited (now known as Jaiprakash Associates Ltd.) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1053-1086 at Sl. No. 2939-2938 on 08.06.2000;
- c. Lease Deed dated 18<sup>th</sup> May, 2001 in respect of 14.4565 acres of land executed between GNIDA and Jaypee Greens Limited (now known as Jaiprakash Associates Ltd.) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 331 at pages 393-428 at Sl. No. 3178-3179 on 18.05.2001.

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

**"Limited Common Areas"** means those common areas and facilities which are designated in writing by the Company before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

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

**"Person"** means 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"** means and includes the layout plan for construction and development at Jaypee Greens, the location plan of the Subject Land, building plan of the building in which the Said Premises is situated and the Unit plan of the Said Premises.

**"Said Premises"** means the apartment at Jaypee Greens, as applied for by the Applicant and allotted to the Applicant by the Company.

**"Sale Consideration"** means the total sale consideration of the said premises as specified in the Application Form/ Allotment Letter;

**"Shared Areas & Facilities"** mean the colony level areas and facilities within Jaypee Greens including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways, Worship Places, Firefighting services, designated parking areas for visitors, plantations and trees, landscaping, sewerage lines, drainages, water lines /mains, STP, Power receiving sub-station(s), DG electrical sub station(s), water storage, filtration & distribution system etc., outside the Subject Land of any residential, commercial, institutional or recreational project within Jaypee Greens.

**"Subject Land"** means the land pocket in Jaypee Greens on which a particular residential, commercial, institutional or recreational project is located.

**"Super Area"** means the total of the Covered Area of the Said Premises and the proportionate share of the Common Area.

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

## 2. SCOPE

- 2.1 The Standard Terms and Conditions govern the Allotment of the Said Premises by the Company to the Applicant. Mere acceptance of the Standard Terms & Conditions do not vest any right, title and interest in the Said Premises or any part of Leased Lands in the Applicant / Allottee or any other Person.
- 2.2 (a) 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 Company in favour of the Applicant/Allottee.  
  
(b) The Indenture of Conveyance shall be executed only after the completion /occupancy certificate of the building, in which the Said Premises is situated, is granted by the relevant authority, the entire Sale Consideration amount has been received by the Company from the Applicant / Allottee alongwith other applicable duties, charges and payments etc. as due in accordance with the Allotment Letter/Agreement to Sub-Lease, and the Applicant / Allottee complying with all the provisions herein.  
  
(c) The Company may enter into an Agreement to Sub-Lease with the Applicant/Allottee at an appropriate time after the Allotment and before the completion/occupancy certificate is granted by the relevant authority.  
  
(d) The stamp duty and legal/other expenses related to execution and registration of the Agreement to Sub-Lease and the Indenture of Conveyance shall be borne by Applicant/Allottee.
- 2.3 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 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 Plan at Jaypee Greens;
  - (iv) amending / altering the Plan in order to abide by the applicable local, municipal or any other laws for the time being in force or carrying out minor alterations.;
- 2.4 The execution and/or registration of the Indenture of Conveyance shall not absolve the Applicant / Allottee of any of its obligations herein.

### 3. SALE CONSIDERATION & CHARGES

- 3.1 The Applicant / Allottee shall make all payments of Sale Consideration and other charges, if any, including the Service tax as applicable , at such times and as detailed in the Allotment Letter, without any requirement for the Company to send out any notice or intimation to the Applicant / Allottee for the amounts for which due date of payment has already been specified. All payments by the Applicant / Allottee are required to be made by demand drafts or by cheques in favour of Jaypee Greens ( A Division of M/s. Jaiprakash Associates Limited) payable at New Delhi/Noida. While making payment of dues the Applicant/Allottee shall deduct tax at source (TDS) under the Income Tax Act, 1961 (presently 1% of the payment due to the Company. This provision is presently applicable only if the total Sale Consideration of the apartment is Rs.50 lacs or more). The Applicant/Allottee shall furnish the prescribed tax certificate stating the Permanent Account Number (PAN) of Jaiprakash Associates Limited i.e. AABC1562A, to the Company.
- 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 Sale Consideration/ charges in respect thereof shall also be payable by the Applicant / Allottee on demand by the Company.
- 3.3 In case any new taxes / duties / charges are levied by any Government Authority and/ or there is an enhancement of any taxes/duties/charges including any external development charges by any Government Authority towards external development cost or otherwise, the Applicant/Allottee shall make proportionate additional payment within 15 days of raising the demand in this regard by the Company.

### 4. CONVEYANCE OF THE SAID PREMISES

- 4.1 Upon execution of the Indenture of Conveyance , 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 alongwith the undivided, indivisible and impartible proportionate interest (herein after referred to as "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 Covered Area of the Said Premises to the aggregate Covered Area of all the apartments, including any Independent Areas, in the building in which the Said Premises is situated. 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.
- 4.2 Further, upon execution of Indenture of Conveyance, the Applicant/Allottee shall be entitled to such percentage of undivided interest in the Common Areas and Facilities as specified therein. The percentage of undivided interest in the Common Areas and Facilities shall be computed by taking, as the basis, the Covered Area of the Said Premises in relation to the aggregate Covered Area of all the apartments including any Independent Areas in the building in which the Said Premises is situated. The Common Areas and Facilities shall not be transferred and remain undivided and the Applicant/Allottee or any other person shall not seek partition or division of any part thereof.
- 4.3 Notwithstanding that the Common Area has been considered for the purpose of calculating the Super Area of the Said Premises, the Applicant/Allottee shall not have any exclusive ownership, interest, right or title in the Common Area & Facilities in any manner whatsoever except the right of use as provided herein. Similarly, the reserving/earmarking of parking/storage slot(s) for the Said Premises will not convey any ownership, interest, right or title on the said parking/storage slot(s) in any manner except the right of use.

### 5. OBLIGATIONS OF THE APPLICANT / ALLOTTEE

- 5.1 Prior to taking possession of the Said Premises, the Applicant / Allottee shall enter into a separate maintenance agreement on the payment terms set out under para 9 of the Application Form (the "**Maintenance Agreement**") with the Company or such maintenance agency as may be designated in this regard (the "**Designated Maintenance Agency**" or "**DMA**") for maintenance of all Shared Areas & Facilities and the Common Areas & Facilities. Provided however, the Company/DMA shall maintain Common Area and Facilities only till such time these are taken over by the concerned Association of Apartment Owners. .
- 5.2 The Applicant/Allottee 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 Shared Areas & Facilities etc. The Applicant/Allottee shall not be entitled to claim any separate exclusive demarcation or partition of any share or right to use any of the Shared Areas & Facilities.
- 5.3 The Applicant /Allottee hereby agrees to pay (a) estimated Maintenance Charges for the first year, for maintenance of Common Areas & Facilities and Shared Area & Facilities in advance and regularly thereafter and (b) one time Interest Free Maintenance Deposit (Refundable) towards maintenance of Shared Area & Facilities. Upon timely and due payment of regular Maintenance Charges, the Applicant/Allottee shall have the right to use the Common Area & Facilities and Shared Area & Facilities. Provided, however, that the Applicant/Allottee shall not have the right to use the Common Area & Facilities as well as Shared Areas & Facilities till such time the possession of the Said Premises has been taken by the Allottee and the Indenture of Conveyance has been executed. The aforesaid Maintenance Deposit which is related to maintenance of Shared Areas & Facilities , shall be refunded (unless appropriated earlier on account of payment defaults by the Allottee) by the Company upon transfer of Ownership by the Applicant/Allottee.
- 5.4 The Applicant /Allottee understands that the Company may declare some part of the area in the project in which the Said Premises is situated, as Independent Area. In the event the Company so decides to declare such Independent Area, the Company shall be entitled to sell or deal with the same independently to any person without the interference of the Applicant/Allottee or any other apartment owner.

- 5.5 The Applicant/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 GNIDA and the provisions of the Lease Deeds and shall keep the Company indemnified, secured and harmless against all costs, consequences and damages, arising on account of non compliance with the said requirements, requisitions and demands.
- 5.6 The Applicant/Allottee shall do or not do the acts as described in Schedule -1
- 5.7 If on account of any law/ directions by any Govt. authority, the Company is prevented from completing the construction of the Said Premises or if the Company is prevented from delivering possession thereof to the Allottee, on account of any action by any Third Party, or Government Authority, then it is in the sole and entire discretion of the Company to challenge the validity, applicability and/or the efficacy of such law / directions and challenge the action by the Third Party or Government Authority (the **"Said Case"**) or take such reasonable steps which may be necessary to protect the interest of the Applicant/Allottee. In any event, Company shall take necessary steps to keep the Applicant/Allottee informed of the status of the same.
- 5.8 The Earnest Money and other payments made to the Company cannot be withdrawn or claimed from the Company till the final determination of the Said Case.
- 5.9 In the event of the Company being successful in the Said Case, the Applicant/Allottee shall be entitled to delivery, possession of the Said Premises and execution of an Indenture of Conveyance thereof as provided herein.
- 5.10 In the event the Company is unsuccessful in the Said Case, and the impugned law/direction is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title of the Said Premises, the Company shall upon the judgment becoming final, absolute and binding upon the Company, 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 which shall be final and binding.
- 5.11 The Company has paid the applicable lease rent till date and shall pay the applicable lease rent for the balance lease period also.
- 5.12 The Applicant/Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Applicant/Allottee is liable to pay as per the Application Form and as specified in the Allotment Letter and to observe and perform all the covenants and conditions contained herein, and to keep the Company 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/Allottee herein;
  - (ii) any other conduct by the Applicant/Allottee as a result of which, in whole or in part, the Company 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/Allottee, or any failure to act by the Applicant/Allottee when such action or failure to act is a breach of the terms & conditions herein;
  - (iv) any action or proceedings taken against the Company in connection with any such contravention or alleged contravention by the Applicant/Allottee.

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

- 6.1 The Applicant/Allottee has applied for 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/Allottee has inspected and seen the site, the Plan, as submitted to or approved by GNIDA, ownership records, the Lease Deeds, terms and conditions of the Maintenance Agreement, 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/Allottee has satisfied himself about the right, title and capacity of the Company to deal with the Said Premises and Jaypee Greens and has understood all the limitations and obligations thereof.
- 6.3 The Sale Consideration for the Said Premises and other charges are based on the Covered Area of the Said Premises and shall be paid by the Applicant/Allottee in accordance with the terms herein.
- 6.4 The Applicant/Allottee understands that the Covered Area of the Said Premises as stated in the Application Form may vary after the completion of the construction of the building in which the Said Premises is situated due to structural, engineering or architectural requirements or due to directions from the appropriate authority. In the event there is any variation in the Covered Area of the Said Premises, the total Sale Consideration will be adjusted, at possession stage, proportionate to the final Covered Area at the Sale Consideration mentioned in the Application Form/Allotment Letter.
- 6.5 The Applicant/Allottee acknowledges and understands that the Said Premises is located near, adjacent to or borders upon a golf course and sports complex and that construction, post-construction and normal operational activities on the golf course and sports complex may be different than those normally associated with a residential neighborhood. Therefore, the Applicant / Allottee shall not object to and shall not interfere, in any way, with the establishment, construction, development and operation of the golf course, sports complex and / or residential, commercial, recreational and other developments / activities as may, from time to time be undertaken by the Company, members of the golf club, sports complex or other Persons permitted to enjoy the facilities of Jaypee Greens. This includes but shall not be limited to entering upon Jaypee Greens by the Company, members of the golf club, sports complex or other Persons permitted to enjoy the facilities at Jaypee Greens as may be required for the purpose of construction and/or development of the golf course, sports complex and/or residential, commercial, institutional, recreational and other developments undertaken by the Company at Jaypee Greens.

- 6.6 The Applicant/Allottee confirms that he is aware of the inherent risks and hazards involved in occupation of a residential property located on or about a golf course, sports complex etc. and agrees not to hold the company and / or any of its employees, representatives, agents, and / or any member(s) / player(s) of the golf course / sports complex responsible for any damage and / or injury, of whatsoever nature, which may be caused by a flying golf 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.
- 6.7 The Applicant/Allottee further agrees and undertakes to indemnify and keep the Company, its employees, representatives, agents, etc. and / or the members / players of the Golf course, sports complex 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 for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying golf ball(s) or otherwise.
- 6.8 The Company 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 and/or the Designated Maintenance Agency.
- 6.9 The Applicant/Allottee understands that, subject to the right/interest of the Applicant/Allottee hereunder, Company has 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 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 Company reserves the right to transfer / assign the Leased Land in whole or in parts to any Person in its sole discretion and the Applicant/Allottee agrees that he/she shall not raise any objection in this regard. However, Company shall take steps to ensure that the right/interest of the Applicant/Allottee hereunder are duly preserved and protected.

#### **7. OBLIGATIONS OF THE COMPANY**

- 7.1 The Company shall make best efforts to offer possession of the Said Premises to the Applicant/Allottee within the period more specifically described in the Allotment Letter . 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 Government Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Government 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 total construction period shall be suitably extended by the Company.
- 7.2 If the Company fails to offer possession of the Said Premises within the stipulated period as mentioned in para 8 of the Application Form hereof for any reason (except due to Force Majeure Event) and such delay continues for more than three months from the stipulated date then the Applicant/Allottee will only be entitled to a discount in sale consideration for delay thereafter @ Rs.108/- per sq.mt (Rs.10/- per sq.ft) per month for the Covered Area of the Said Premises ("Rebate") without there being any further compensation or damages. The said Rebate shall be admissible only if the Applicant/Allottee does not cancel the allotment and shall be adjusted upon Offer of Possession of the Said Premises.

Provided that the time consumed by the occurrences of Force Majeure Events shall be excluded while computing the delay in Offer of Possession of the Said Premises. Provided further that 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 on account of delay in handing over possession for any of the aforesaid conditions.

#### **8. MISCELLANEOUS OBLIGATIONS**

- 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 "**Offer of Possession**") calling upon the Applicant/Allottee to take possession of the Said Premises, upon the payment of the entire Sale Consideration, other dues and Maintenance Deposit/ Advance in accordance with the Allotment Letter and the terms herein and execution and registration of the Indenture of Conveyance . Within thirty days of the date of the Offer of Possession the Applicant/Allottee 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/Allottee fails and neglects or delays or is not ready or willing to take possession of the Said Premises, the Applicant/Allottee shall be deemed to have taken possession ( only for the purpose of payment of Maintenance Charges from then onward)of the Said Premises at the expiry of thirty days from the date of the Offer of Possession by the Company. In this event the Said Premises shall be at the risk and cost of the Applicant/Allottee who shall be further liable to pay holding charges @ Rs.108/- per sq. mt. (Rs.10/- per.sq.ft.) per month for the Covered Area of the Said Premises (the "**Holding Charges**").Notwithstanding anything stated hereinabove, upon expiry of a period of 90 days from the date of Offer of Possession, the Company shall, in addition to the right to levy Holding Charges as stated hereinabove,be entitled at its sole discretion to cancel the Allotment and refund the payments received from the Applicant/Allottee in accordance with the Standard Terms & Conditions. The Applicant/Allottee agrees not to question the decision of the Company in postponing the cancellation beyond 90 days from the date of Offer of Possession.

Provided however, the Company may, at its sole discretion, restore the Allotment by levying the Holding Charges upto the date of such restoration. In addition to the Holding Charges as described hereinabove, the Applicant/Allottee shall also be liable to pay proportionate Maintenance Charges in respect of the Said Premises with effect from the expiry of 30 days from of the Offer of Possession.



- 8.2 The Company or the Designated Maintenance Agency shall be entitled to access the Said Premises at such time as is fixed by the Company or the Designated Maintenance Agency for the purpose of carrying out general repair and service of any Common Area 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 Company 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 as early as reasonably possible.
- 8.3 It shall be the obligation of the Applicant/Allottee to get the Said Premises comprehensively insured at his own cost and expense after taking over physical possession of the Said Premises.

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

- 9.1 In the event of breach or default by the Applicant / Allottee of any of the terms of Allotment, ("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 or default by a written notice.
- 9.2 In the event 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 Allotment and intimate the same by a written communication . The Company shall, upon cancellation, be free to deal with the Said Premises in any manner, whatsoever, at its sole discretion. The remaining amount, if any, over and above the Earnest Money and after deducting the Termination Charge (as defined hereinafter) shall be refundable to the Applicant/Allottee by the Company without any interest thereon (upon return of original Allotment Letter & all Receipts to the Company).
- Provided, however, that the Company may, at its sole discretion, condone the Default and restore the Allotment by levying such damages, charges, fee, etc. as the Company may decide at its sole discretion.
- 9.3 The Applicant/Allottee shall be liable to pay simple interest at the rate of 12% per annum on the delayed payments, on the outstanding amounts of Sale Consideration and other dues from the due date(s) upto their payment . The payments made by the Allottee shall first be adjusted against the interest due from the Allottee to the Company 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 Allotment Letter. However if the Allottee makes any payment to the Company prior to its "due date", he shall be entitled to an early payment discount @ 12% per annum for the relevant period.
- 9.4 Failure of the Company 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.
- 9.5 (a) The Applicant / Allottee shall be entitled to cancel the Allotment only on default of the Company to deliver possession of the Said Premises within the stipulated period as mentioned hereinabove and within the further period of 90 (ninety) days thereafter . Upon expiry of stipulated period and upon the request of the Applicant/Allottee, the Company shall refund the amount as had been received from the Applicant/Allottee alongwith simple interest at the rate of 12% per annum (subject to deduction of tax as applicable).
- (b) If the Applicant / Allottee, for any other reason, requests the Company to cancel the Allotment in his favour, the Company may permit such cancellation on the terms and conditions as the Company may deem fit.
- 9.6 If the Allotment is cancelled /terminated, all obligations of the Company and the Applicant / Allottee, under the Application Form and the Allotment Letter shall automatically terminate with no further act or conduct being necessary or required on the part of either the Applicant/Allottee or the Company, and each of the Parties shall irrevocably be released from all obligations and liabilities except those specifically mentioned herein and/or the Allotment Letter.

## **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/Speed Post at the address(es) specified hereinabove. It shall be the responsibility of the Applicant/Allottee to inform the Company by a Registered/ Speed Post about all subsequent changes, if any, in his address, failing which all communications and letters posted at the registered address of the first Applicant/Allottee will be deemed to have been received by him and the Applicant/Allottee 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/Allottee 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 communications required to be sent by the Applicant/Allottee to the Company shall be sent by the Applicant/Allottee to the registered office of the Company as specified in the definition of the term "Company" in the Standard Terms and Conditions. The Company shall notify any change in the registered office address to the Applicant/Allottee.

10.2 **NRI/Foreign Applicant:** The Applicant/Allottee, 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/Allottee shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.

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

Notwithstanding anything contained in this clause, the Applicant / Allottee shall obtain a No Objection Certificate from the Company and/or the DMA and pay all expenses, Administrative Charges, fees and any other dues payable to the Company and/ or DMA, whether required hereunder or under any subsequent agreement, prior to applying to GNIDA for transfer of the Said Premises to the Proposed Transferee.

10.4 The Application Form, these Standard Terms & Conditions including Schedules, Annexures and the of Allotment letter (hereinafter collectively referred to as the "**Documents of Allotment**") shall constitute the entire terms & conditions with respect to the Allotment of the Said Premises to the Applicant/Allottee and supersede all prior discussions and arrangements whether written or oral, if any, between the Company and the Applicant/Allottee 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 and the Applicant/Allottee. No waiver of any breach of any provision hereof shall be effective or binding unless made in writing and signed either by the Company or the Applicant/Allottee purporting to give the same and, unless otherwise provided in writing, such waiver shall be limited to the specific breach waived.

10.5 **Governing Law and Jurisdiction:** The Allotment shall be governed and interpreted by and construed in accordance with the laws of India and subject to the provisions of Clause 10.8 hereof, the Courts at Gautam Budh Nagar, U.P., India shall have jurisdiction over all matters arising out of or relating to this Allotment.

10.6 **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.

10.7 **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 and the Applicant/Allottee any rights or remedies under or by reason of this Allotment or any transaction contemplated herein.

10.8 **Dispute Resolution:** The Parties hereby agree that any and all disputes arising out of or in connection with or in relation hereto shall , in the first instance, be amicably settled between the Company and the Applicant/Allottee. In the event of disputes, claim and/or differences not being amicably resolved such disputes shall be referred to sole arbitration by a person nominated 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 venue of the arbitration shall be Noida, Uttar Pradesh, India. During the arbitration proceedings, the Company and the Applicant shall continue to perform their respective obligations under the Allotment.

10.9 **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.

Signature (s) of Applicant (s)

Date \_\_\_\_\_

Witnesses:

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

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

## SCHEDULE-1

The Applicant / Allottee agrees to the following ;

1. Not to use the Said Premises for the purpose of any trade, business, employment, service or manufacture of any description, or as a hotel apartment, guest house , or for any other purpose other than as private residence for the use of one family only to each dwelling unit, and shall not do anything or permit anything to be done upon the Said Premises/Leased Lands that shall be a nuisance to the occupants of any neighboring property.
2. Not to erect or permit to be erected any tents, trailers, shacks, tanks or temporary buildings or structures without prior permission from the Company.
3. Not to fix or place to the exterior of the Said Premises, any aerial, antenna, antenna poles/masts, without prior permission from the Company.
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 do anything or maintain in or outside the Said Premises or the Common Area, anything which may become unsightly or a nuisance to Jaypee Greens.
6. 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 from time to time.
7. 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.
8. To maintain or cause to be maintained, the Said Premises, in a safe, clean, orderly, and properly painted condition.
9. To ensure that all lawns, landscaping and sprinkler systems, etc. are installed and maintained in a neat & orderly condition.
10. Not to erect, maintain or use on the Said Premises or common area(s), any basketball board or other similar recreational equipment, either permanent or temporary without prior permission of the Company.
11. Not to enclose or convert to other use any driveways, parking lots, etc.
12. Not to cut down or remove any tree.
13. 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.
14. Not to raise, breed or keep in the Said Premises, any animal, reptiles, amphibians livestock or poultry of any kind, except normal domesticated household pets like dogs or cats and 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 source of annoyance to other residents at Jaypee Greens, may be ordered to be removed by the Company and the Applicant confirms that he shall have no objection to such removal.
15. 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 the water retention/lakes/drainage open areas.
16. 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/sub-surface or in a shaft.
17. Not to split or subdivide in any manner the Said Premises and any sale/transfer of the Said Premises by the Allottee must be as a whole and not in parts.
18. No commercial vehicles, trailers, recreational vehicle or other motor vehicles, vans shall be placed or parked in the common areas, without prior permission of the Company/DMA.
19. 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/Allottee agrees that the Company may at its sole and absolute discretion alter, waive or modify any of the foregoing and other restrictions.

Signature (s) of Applicant (s)



## DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION FORM

### **Resident of India:**

- Copy of PAN card
- Proof of address ( Copy of Driving License or Passport or Voter's ID card or Bank Pass Book or recent Electricity Bill)

### **Partnership Firm:**

- Copy of PAN card of the partnership firm.
- Copy of partnership deed
- 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:**

- Copy of PAN card of the company.
- Article of Association (AOA) & Memorandum of Association (MOA) duly signed by the Company Secretary / Director of the Company.
- 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):**

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

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

- Copy of PAN Card
- Copy of the individual's Passport
- 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.
- 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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